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June 8, 2011

This Brochure provides information about the qualifications and business practices of Wunderlich Securities, Inc. (Wunderlich). If you have any questions about the contents of this Brochure, please contact our Chief Compliance Officer – Advisory, David Webb, at (901) 259-9418 or [dwebb@wundernet.com](mailto:dwebb@wundernet.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Additional information about Wunderlich is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with Wunderlich who are registered, or are required to be registered, as investment adviser representatives. You can search this site for information about Wunderlich by searching for a unique identifying number, known as a CRD number. The CRD number for Wunderlich is 2543. Registration with the SEC does not imply a certain level of skill or training.

## **Item 2 – Material Changes**

### **Brochure Format**

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On July 28, 2010, the SEC published “Amendments to Form ADV” which amends the disclosure document that we provide to clients as required by SEC Rules. This Brochure is a new document prepared according to the SEC’s new requirements and rules. As such, this document is materially different in structure and completely rewritten to be more reader friendly.

In the future, this Item will discuss only specific material changes that are made to the Brochure and provide you with a summary of such changes. Our previous Brochure was last updated on October 10, 2010.

In the past we have offered or delivered information about our qualifications and business practices on at least an annual basis. Pursuant to new SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business’ fiscal year. We may further provide other ongoing disclosure information about material changes at any time without charge.

Currently, you may request our Brochure by contacting David Webb, Chief Compliance Officer – Advisory, at (901) 259-9418 or [dwebb@wundernet.com](mailto:dwebb@wundernet.com).

### **Disciplinary Information**

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One of the significant changes to the structure of our Brochure is the addition of disciplinary information. This Brochure now contains Wunderlich’s disciplinary history for your review. In addition, each Representative must provide you with Part 2B which contains his/her personal experience, educational background, and disciplinary history.

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## Item 4 – Advisory Business

### About Us

Our vision is to be the premier regional investment firm in the United States. We place the Client and the Financial Advisor as partners in the center of every decision we make as a firm. We develop our products, services and technologies to allow our Financial Advisors to provide the highest quality service in the industry to their clients.

Established in 1996, Wunderlich Securities, Inc., is a full-service brokerage firm based in Memphis, Tennessee. In 2001 Wunderlich expanded its business to include Investment Advisory services. As a dually registered financial services firm, Wunderlich caters to individual and institutional clients with financial advisory, brokerage, equity research and investment banking services. Wunderlich also has several divisions that provide fixed income brokerage services to institutional clients: Wunderlich Fixed-Income Capital Markets, WunTrade and Fundamental Brokers Inter-Dealer.

Wunderlich is owned by Wunderlich Investment Company, Inc. Wunderlich Investment Company is wholly owned by Coil U.S. Holding, Inc, a member of Coil Investment Group AS, which is primarily owned by Alfred Ydstebo.

#### Company Highlights (as of 12/31/2010)

- FY2010 Revenues over \$66 million
- 24 offices in AR, CA, CO, IL, MA, MD, MI, MO, NJ, NY, OH, TN, TX, VA
- \$4.5 Billion in client assets
- WSI employs over 450
- Named to *INC. Magazine's* 5000 Fastest Growing Companies 2010



### Dual Registration

Wunderlich is registered with the SEC as an investment adviser, and the Firm's investment adviser representatives (Representatives) are registered under applicable state law to provide investment advisory services on the Firm's behalf.

Wunderlich is also registered with the SEC and many States as a broker-dealer, and is a member of the Financial Industry Regulatory Authority (FINRA). The Representatives are also registered with FINRA, and where required by applicable State law, as registered representatives of Wunderlich and are authorized to provide brokerage services on Wunderlich's behalf.

When acting as an investment adviser, Wunderlich is a fiduciary for its Clients. As a fiduciary, the Firm must, among other duties, act in the Clients' best interests, place the Clients' interests ahead of its own, and make full and fair disclosure of all material facts, particularly conflicts of interest.

When acting as a broker-dealer, Wunderlich must observe high standards of commercial honor, and just and equitable principles of trade, and must have reasonable grounds for believing its recommendations are suitable for the customers, among other duties. However, our obligation to disclose to brokerage customers information about our business, conflicts of interest, compensation, and other matters is more limited than our corresponding obligations to our advisory Clients.

When a person (which may be an individual or a legal entity) establishes multiple accounts or receives multiple services from us, each account or service will be governed by the laws and regulations applicable to that specific type of account or service, which may differ considerably from account to account, or service to service. Therefore, it is important for Clients and prospective Clients to understand which services Wunderlich provides as an investment adviser and which it provides as a broker-dealer.

## **Advisory Services**

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Wunderlich provides the following services for a wide variety of clientele:

### **Financial Planning**

Certain Representatives provide financial planning on Wunderlich's behalf. To receive a plan you must enter into an Advisory Services Agreement which describes the services provided, the terms and conditions of the arrangement and the fees to be charged, all of which will be negotiated on a case-by-case basis.

Representative will typically ask for detailed information about your personal and family situation, financial condition, investment objectives, risk tolerance, time horizon, estate and retirement plans, trust agreements, wills, investments, and insurance.

Based on this information, Representative will prepare a written financial plan to help you achieve all of your financial goals and objectives. However, when appropriate, Representative may agree to provide specific advice on a more limited topic such as:

- budgeting,
- estate organization,
- income tax and spending analysis,
- cash needs at death,
- income needs of surviving dependents,
- analysis of retirement strategies, or
- analysis of investment alternatives.

You are under no obligation to purchase any products or follow any course of action recommended by Representative.

If you choose to purchase securities or insurance products through Wunderlich, Wunderlich and Representative will receive commissions or other compensation as a result of those investments. Because of the additional compensation to be earned, Representative will have an incentive to recommend products and services that he can sell through Wunderlich. This could cause Representative to ignore products and services available from other firms that may be better suited to your needs.

Wunderlich encourages our Representatives to put the needs of our advisory clients first. We monitor all products purchased on a daily basis and personally review each Representative's business practices as needed but no less than once a year.

## **Consulting Services**

Certain Representatives provide investment consulting on Wunderlich's behalf. To receive a consult, you must enter into an Advisory Services Agreement which will set forth the specific services provided, the terms and conditions of the arrangement, and the fees to be charged, all of which will be negotiated on a case-by-case basis.

Typically, the consult will involve one or more meetings to discuss specific, limited issues or questions regarding your portfolio or particular investments. Representative will provide the requested advice but will not prepare a written plan and will generally not consider or attempt to provide advice based on all of the factors that would be considered as part of the financial planning process. Representative will generally recommend that Clients who desire more comprehensive or in-depth advice should pursue financial planning services.

You are not required to execute any transactions recommended by Representative through Wunderlich, and you may execute all given recommendations through any broker-dealer or other financial institution you choose. There is no assurance that another institution will be willing or able to do so.

### **Asset Management**

After considering your objectives, your particular financial resources and your time horizon (Suitability Information), Representative will create a customized portfolio recommendation designed to achieve your stated objectives using strategies consistent with your financial circumstances. Representative will consider your specific desires and restrictions when forming your portfolio; consequently, your investment strategy can and often will differ significantly from other Wunderlich clients. Wunderlich will supervise and Representative will manage your advisory assets on a continuous basis. You and Representative will review your objectives and the performance of your account at least annually.

If any material changes occur in your personal or financial situation, investment objectives, tolerance for risk or volatility, liquidity needs, or investment time horizon, then you should contact Representative or Wunderlich right away. We will evaluate the potential impact such

changes may have on your account, and identify other means to achieve your goals.

Your Representative will provide you with recommendations about any or all of the following securities:

- domestic stock (exchange listed & OTC)
- foreign stock (exchange listed & OTC)
- corporate bonds
- municipal bonds
- US government bonds
- certificates of deposit
- money market funds
- mutual funds (no-load or load waived)
- exchange traded funds (ETFs)
- closed-end funds (UIT, REIT)
- limited partnerships
- variable life and variable annuities
- options on securities

Wunderlich does not provide advice about warrants, commercial paper, commodities, futures contracts, or options on commodities or futures contracts.

Wunderlich will only provide continuous and regular supervision of certain assets defined by the Advisory Agreement as "Program Assets." Your brokerage account may hold both Program and Non-Program Assets. Wunderlich will only provide advisory services for Program Assets and is not responsible for managing Non-Program Assets. Wunderlich will only charge a management fee for Program Assets.

### **Investment Program**

Once Representative has helped you determine your portfolio, he/she will help you select the investment platform that best suits your investment needs based on the management style (advisory vs. brokerage), fee structure (wrap vs. non-wrap), and the types of securities available.

Assuming you have chosen to use an advisory program, you will enter an Advisory Agreement with Wunderlich which describes the investment advisory services to be provided, the terms and conditions of our advisory relationship, and the fees Wunderlich will charge. Your specific fee arrangement and payment terms are negotiable and will be explained to you before you sign the Advisory Agreement. You will also need to establish a separate brokerage account with an appropriate clearing firm (Custodian). You might also be required to sign an agreement with any Subadviser(s) chosen.

You or Wunderlich may terminate the Advisory Agreement at any time upon notice to the other party. If you terminate the Advisory Agreement within 5 days of its execution, you will receive a full refund of any Advisory Fees. However, termination will not affect any other liabilities or obligations incurred or arising from transactions effected for your Account or actions taken prior to such termination. Neither will it affect agreements intended to survive termination, including the provision regarding arbitration, which will survive any expiration or termination of the Advisory Agreement. Upon termination, you shall have the exclusive responsibility to monitor the securities in the Account, and neither Wunderlich nor Representative shall have any further obligation under the Advisory Agreement to act or advise with respect to the Account or those assets.

### **Assets Under Management**

As of May 30, 2011, Wunderlich has the following amount of assets under management in all advisory Programs:

Discretionary .....	\$255,658,755
Non-Discretionary .....	\$259,487,503
Total .....	\$515,146,258

## **Item 5 – Fees & Compensation**

### **Advisory Fee**

Wunderlich charges a percentage fee on all Program Assets. This Advisory Fee represents Wunderlich's compensation for the asset management advice it provides. Wunderlich has a maximum allowable Advisory Fee of 3% per

year. The chosen Custodian charges separate amounts for brokerage, clearance, settlement, and custodial services.

The Advisory Fee and certain Account terms are negotiated on a case-by-case basis, depending on a variety of factors, including the nature and

complexity of the particular service, the requirements of Representative, your relationship with Wunderlich and Representative, the size of the Account, the potential for other business or clients, the amount of work anticipated, and the attention needed to manage the Account among other factors.

Your Advisory Agreement will state the specific Wrap Fee applicable to your Account. The fee will be charged in arrears and collected every 3 months on all Program Assets in each account. The value of those assets will be determined on the first business day of January, April, July and October or other such time period agreed upon by you and Representative.

The following is an example of how to calculate the quarterly fees for a \$1,000,000 account with an annual wrap fee of 1.20%

Valuation Date	Total Account Value	1.20% Wrap Fee	Quarterly Fee - \$
January 1	\$1,000,000	0.3%	\$3,000
April 1	\$980,000	0.3%	\$2,940
July 1	\$995,000	0.3%	\$2,985
October 1	\$1,075,000	0.3%	\$3,225

Wunderlich may offer more favorable fee arrangements for friends, relatives, or others with whom Wunderlich or Representative has established personal or family relationships.

You may negotiate the Account values, if any, at which the Advisory Fee will be discounted (breakpoints), subject to the maximum fees adopted by Wunderlich. You may also specify the Accounts that will be included in the same "household" for purposes of calculating the Fee. The actual Fee and the breakpoints, if any, will be shown in your Advisory Agreement. The breakpoints, if any, for each Program will be based on the aggregate value of all Accounts in the same household.

Please note, if a Subadviser is engaged, your fees may be higher than the fees you would have paid if it had not been engaged. Subadvisers may not be willing to negotiate their fees, and Wunderlich is not authorized to negotiate their fees. You should carefully review each Subadviser's Disclosure Document and the Advisory Agreement before investing.

## Custodian Charges

Each Custodian will charge you commissions and other fees for executing transactions in your Account. These expenses are subject to change without notice and are NOT covered by the Advisory Fee. Wunderlich does not receive any of these commissions or fees; they will be direct or indirect expenses of the Account, and will be in addition to the Advisory Fee.

For an updated schedule of your chosen Custodian's commissions and fees, please visit the Fidelity or E\*Trade website.

You should consider all of these fees and expenses to fully understand the total amount of fees and expenses to be paid by the Account and to evaluate the advisory services being provided. The fees and expenses related to Money Market Funds or Mutual Funds or ETFs are disclosed in their respective prospectuses. When you choose to participate in an advisory program, you acknowledge that you could purchase Money Market Funds or Mutual Funds or ETF's directly without paying the Wrap Fee.

## Financial Planning Fee

Each Representative establishes the fee schedule for financial planning services he or she provides. You and Representative will negotiate the fee schedule before entering into an Advisory Agreement. Financial planning services may be charged on an hourly or fixed fee arrangement. Wunderlich's standard rate is \$200.00/ hour. Ongoing consultation fees may be calculated as a percentage of assets and collected quarterly. Fee discounts are allowable and will vary depending upon 1) the particular Representative who provides the services; 2) the complexity of your situation and the services to be provided; 3) prior or anticipated relationships; and 4) the possibility for additional business, as determined by Representative within his or her discretion. All Advisory Agreements must be approved by Wunderlich.

Financial planning services terminate upon completion of the services described in the Advisory Agreement. You may terminate the Advisory Agreement at any time, and will receive a prorated refund of the Fee based on the proportion of the total services that Representative has performed through the date Wunderlich receives written notice of such



termination. Consultation services end when Wunderlich receives written notice of your desire to terminate the arrangement.

### **Compensation**

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Wunderlich will receive some or all of the Advisory Fee and/or the Planning Fee for its services. It will share this compensation with Representative according to Wunderlich's separate agreement with Representative. Wunderlich does not share any of the commissions or charges collected by Custodian.

Unless specifically excluded, account balances in the Money Market Funds are included as part of the value of the Account. Consequently, any asset-based fees owed under the Advisory Agreement will be based, in part, on the balances in these investments. In addition, Custodian may serve as advisor, sub-advisor, distributor, or administrator to the Money Market Funds and receive compensation for those services. The Money Market Funds may also pay shareholder servicing, shareholder communication, sub-accounting, and 12b-1 fees and charges to Custodian, as well as fees for the execution of purchases of fund shares, or for trade clearance, settlement, custodial or other functions ancillary thereto. These fees and charges are expenses of the Money Market Funds, which you will bear, indirectly, as a fund shareholder.

### **General Fee Practices**

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Transactions that have not settled prior to the last trading day of a calendar quarter may be included in either the current or the following calendar quarter, as determined by Wunderlich on a consistent basis. Fees are not charged on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds of an advisory client.

Unless otherwise provided in the Advisory Agreement, Wunderlich will calculate the Wrap Fee on the basis of a 365-day year so that the amount payable each quarter will be based on the actual number of calendar days in that quarter.

Unless otherwise limited by Custodian or an agreement with a Subadviser or Separate Account Program, and subject to usual and customary securities settlement procedures, you may make additions or withdrawals from your

Account at any time. No fee adjustment will be made for appreciation or depreciation in the value of any Account during any fee calculation period. Unless expressly provided in the Advisory Agreement, no refund or other adjustment of an Advisory Fee already paid will be made as a result of a decline in the value of the Account (whether due to market losses or withdrawals); provided, in the event the Advisory Agreement is terminated within 5 days after execution, all Wrap Fees will be refunded, as provided in the Advisory Agreement.

The Advisory Agreement will direct the Custodian to pay the Advisory Fees as instructed by Wunderlich or a Subadviser without prior notice to you and without your consent. All Account assets, transactions, and Advisory Fees will be shown on the monthly or quarterly Account statements provided by the Custodian.

### **Conflicts of Interest**

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Please note that the amounts charged to your Account for services, fees, expenses, or costs that Wunderlich has performed, incurred, advanced, or paid on the Account's behalf (whether or not billed to you, the Account, or Wunderlich) will include a reasonable profit, unless prohibited under the Advisory Agreement or applicable laws, regulations, or rules.

The existence of this profit creates a conflict of interest that could influence Wunderlich to recommend opening or maintaining Accounts that may have higher costs or less favorable services than other suitable alternatives which do not provide equivalent compensation to Wunderlich or the Representative.

If you choose to participate in a cash sweep program, you may pay more in program fees than the interest earnings that may be generated by these cash and cash equivalent assets. Smaller Accounts may be affected more due to fee structures that favor larger accounts. There are differing risks and account protection features between the sweep options. For further information about the cash sweep options, including fees associated with the sweep products, please review the Client Account Agreement, which is provided by Custodian at the time the brokerage account is established. Additional information about the Money Market Funds is found in their prospectuses.

## Item 6 – Performance Based Fees and Side by Side Management

Wunderlich does not charge or accept performance-based fees. Consequently; it does not have a conflict of interest with Side by Side Management, which involves favoring those accounts with performance-based fees over those without such fees. Wunderlich cannot increase its compensation by generating higher returns in certain accounts. We, therefore, do not have an incentive to manage certain accounts differently than any others.

## Item 7 – Types of Clients

Wunderlich provides investment advisory services to individuals, trusts, estates, charitable organizations, corporations, and other business entities.

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

### Methods of Analysis

Representative may utilize or rely on financial newspapers and magazines, corporate rating services such as Morningstar, annual reports, prospectuses and press releases, research reports and analysis of performance provided by Custodian, Wunderlich, or other third parties, and publicly available research and reports.

### Investment Strategies

As a firm, Wunderlich does not establish and follow any particular investment strategy. Each Representative may determine the strategies and products to be used to achieve the objectives of the Account. Subject to the Advisory Agreement or as otherwise provided in this Brochure or in any disclosure document, the chosen strategies may include, among others, long-term purchases, short-term purchases, day-trading (securities bought and sold within 30 days), short sales, margin transactions, or option transactions or strategies. Each Representative may choose to use any one or more of these or other strategies.

If a Subadviser or other investment manager is engaged to provide services under a Program,

the Subadviser or investment manager will determine the strategies and investments to be used with respect to any Account it manages.

### Risk of Loss

You should understand that past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (i.e. stocks, mutual funds, bonds, etc.) involves risk of loss. Furthermore, depending on the different types of investments, there may be varying degrees of risk. You should be prepared to bear investment loss including the loss of your original principal.

Because of the inherent risk of loss associated with investing, Wunderlich is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines.

## Item 9 – Disciplinary Information

### Advisory Related Actions

On May 27, 2011, in accordance with an offer of settlement made by Wunderlich, the SEC entered an order finding that, since at least 2007 through 2009, Wunderlich collected undisclosed commissions, transaction charges and expenses from its wrap fee clients; failed to provide the

required written disclosure and obtain the required consent on at least 3,000 principal trades; and failed to adopt, maintain and enforce a written compliance manual and code of ethics. Wunderlich voluntarily reimbursed its wrap fee clients all of the excess commissions and charges - \$120,835. Wunderlich also voluntarily reimbursed the asset management fees

associated with those overcharged transactions - \$47,418. In addition, pursuant to the order, Wunderlich has agreed to disgorge the mark-up, mark-down and commission amounts associated with the improperly managed principal transactions to the affected parties - \$369,336.15. Wunderlich has also updated its compliance manual and code of ethics. For these violations, Wunderlich, Wunderlich's CEO, Gary Wunderlich, and Wunderlich's CCO, Tracy Wiswall, agreed to cease and desist orders, censures, undertakings and fines of \$125,000, \$45,000, and \$50,000, respectively.

### **Broker-Dealer Related Actions**

In our capacity as a broker-dealer, and in connection with matters unrelated to our investment advisory business:

- On July 27, 2007, Wunderlich consented to a censure and a fine of \$10,000 by the Illinois Securities Division. Without admitting or denying the allegations, Wunderlich consented to the sanction and the entry of findings that Wunderlich failed to file the first semi-annual statement with the Securities Division in a timely manner.
- On May 14, 2004, Wunderlich consented to a censure, 15 day suspension of its President and Chief Compliance Officer, and a fine of \$50,000 by the National Association of Securities Dealers ("NASD," now known as FINRA). Without admitting or denying the allegations, Wunderlich consented to the sanction and the entry of findings that it failed to adequately and properly supervise a registered representative who shared unpublished research and rating information with certain institutional clients and traded ahead of a research report for his personal benefit. In addition Wunderlich consented to the entry of findings that it failed to maintain required books and records of electronic communications and
- also failed to maintain and enforce adequate written supervisory procedures and systems. Finally, Wunderlich consented to the entry of findings that it failed to disclose market making in its reports and failed to provide written disclosure that it was, at that time, a market maker in securities traded by its customers.
- On January 23, 2004, Wunderlich consented to a censure and fine in the amount of \$7,500 by the National Association of Securities Dealers ("NASD," now known as FINRA). Without admitting or denying the allegations, Wunderlich consented to the sanction and the entry of findings that it engaged in securities business when its capital was below the required minimum between the months of February and June of 2002.
- On September 11, 2002, Wunderlich consented to a fine of \$5,000 by the Texas State Securities Board. Without admitting or denying the allegations, Wunderlich consented to the sanction and the entry of the findings that it failed to maintain certain books and records required by the Texas State Securities Board and the NASD and that it failed to enforce the firm's internal compliance procedures related to fingerprinting employees and supervising the completion of new account records.
- On September 7, 2001, Wunderlich consented to a censure and fine of \$5,000 by the National Association of Securities Dealers ("NASD," now known as FINRA). Without admitting or denying the allegations, Wunderlich consented to the sanction and the entry of findings that it failed to adequately and properly supervise a registered representative who placed securities orders without the customer's knowledge and consent.

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

### **Other Activities**

Wunderlich Securities, Inc., is a broker-dealer as well as a Registered Investment Advisor. Its principal executive officers and its Representatives are registered as both Registered Representatives and Investment Advisor Representatives. You are under no obligation to engage Wunderlich as a broker-

dealer or an investment adviser, to effect securities transactions, or to purchase any other products from or through Wunderlich or any of the Representatives acting on its behalf.

Certain Wunderlich employees provide accounting services and insurance products. In these cases, the services are provided through independent accounting firms or insurance

agencies that have been established by the employee and are independent of Wunderlich. You are under no obligation to accept any such services.

Wunderlich Securities or its Representative may also be engaged to provide third-party fiduciary or related advisory services outside a traditional wrap fee arrangement. In this case, additional fees for these related services will be detailed under a separate agreement and shared between Wunderlich and the Representative providing such services. You are under no obligation to accept any such services.

Please refer to the *Conflicts of Interest* section in Item 5 for further information with respect to compensation and conflicts of interest involving Wunderlich and Representative. Although Wunderlich and Representative will endeavor to place your interests first, the conflicts of interest described in this Brochure can influence the recommendations made or actions taken regarding your Account.

Wunderlich and Representative will devote as much time as they believe necessary to help you achieve your investment objectives. They will not devote all or any specific portion of their working time to your affairs, and they may devote a portion of their time to other matters. Further, Wunderlich and its affiliates as well as Representative may organize or become involved with other clients or in other business ventures, including other investment-related businesses. Such other businesses and the clients of such businesses may compete with for the time and attention of Wunderlich's principal executive officers and Representatives, and possibly, for limited investment opportunities, all of which can create conflicts of interest.

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### **Other Affiliations**

The advisory service of asset management almost always involves the use of a brokerage account. Being dually registered, Wunderlich can offer both the services of an advisor and the order entry capabilities of a broker.

As discussed in Item 4 above, you will need a brokerage account and an Advisory Agreement

to participate in the WIN Advisory Program (WIN). While Wunderlich is a broker-dealer in its own right, it uses various other broker-dealers to execute its trade requests. This makes Wunderlich an "Introducing Broker" and the other broker-dealers "Clearing Brokers" or "Custodians."

Under WIN, Wunderlich currently clears your trades through either Fidelity or E\*Trade. The choice of Custodian is subject to change but your assets will not be transferred to a different Custodian without your consent. You will receive separate agreements and disclosure documents from your chosen Custodian.

In addition to WIN, Wunderlich provides wrap fee programs through First Clearing Corporation (First Clearing) and Royal Bank of Canada (RBC). Both First Clearing and RBC serve as Clearing Brokers for their respective programs. This means that Wunderlich will use either First Clearing or RBC to process trades in the respective advisory account. Both firms also process Wunderlich's broker-dealer transactions and provide discounted rates as well as other benefits based on the volume of trading Wunderlich directs through each Broker's platform.

Due to contractual limitations, Wunderlich is only permitted to offer the RBC Programs through a select group of Representatives and those Representatives are not permitted to offer the Wunderlich's other Programs to their clients. Your receipt of this Brochure indicates that Representative is not permitted to offer you participation in the RBC Programs.

The choice of using a fee plus commission program like WIN versus using a wrap fee program does not increase or decrease Wunderlich's compensation. In either case Wunderlich is entitled to its portion of the advisory fee and does not receive a separate amount for per trade commissions.

Your Representative will help you compare the different cost structure of these programs and various other alternatives before helping you choose the solution that suits your needs.

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

### Code of Ethics

Wunderlich has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. Wunderlich's Code of Ethics describes the firm's fiduciary duties and responsibilities to Clients. To supervise compliance with its Code of Ethics, Wunderlich requires that anyone associated with the firm who has access to information regarding client investment recommendations or transactions must provide an initial and annual securities holdings report and quarterly transaction reports to the firm's Chief Compliance Officer. Wunderlich requires such access persons to also receive approval from the Chief Compliance Officer prior to investing in any IPOs or private placements (limited offerings).

Wunderlich requires that each associated person must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices. Wunderlich's

Code of Ethics also includes the firm's policy prohibiting the use of material non-public information. Any individual who fails to abide by the firm's Code of Ethics may be subject to discipline. Wunderlich will provide a copy of its Code of Ethics to any Client or prospective Client upon request to the Chief Compliance Officer at Wunderlich's principal address.

Nothing in this Brochure or otherwise shall impose upon Wunderlich or any Representative any obligation to purchase or sell, or to recommend for purchase or sale, for any Accounts any security which Wunderlich or any of its principals, officers, affiliates, employees or Representatives purchase or sell for their own accounts or for the accounts of other clients, unless not to engage in such activity would violate Wunderlich's fiduciary duty.

### Participation or Interest in Client Transactions

Individuals associated with Wunderlich may buy or sell securities for their personal accounts identical to or different than those recommended to Clients. It is the expressed policy of Wunderlich that no Representative shall prefer his/her own interest to that of

his/her advisory client(s) or make personal investment decisions based on the investment decisions of clients. Subject to the Code of Ethics, Wunderlich's employees are permitted to trade for their own accounts side-by-side and in block transactions with the firm's clients in the same securities.

When Representative receives a better price in a security the same day his/her client executes an order in the same security on the same side of the market (buy or sell), the client will receive the better price. A client trade will be aggregated with an employee trade or trade by an affiliated account only if: 1) client trades are treated equally with employee and affiliated account trades; 2) each affiliated and non-affiliated participant in the trade will receive average execution and average commissions; and 3) securities purchased or sold will be allocated pro rata.

### Personal Trading

Wunderlich or any of its licensed professionals may act as an investment adviser for others, may manage assets for others, may own investments in its or their own names, and/or may serve as an officer, consultant, partner or stockholder of one or more investment partnerships or other businesses. All such activity is subject to compliance with Wunderlich's Code of Ethics and other written procedures. In doing so, Wunderlich or such persons may give advice, take actions, and/or refrain from taking actions that differ from advice given, actions taken or actions not taken for any particular client.

Some of the Representatives are licensed to sell insurance products, in some cases through separate insurance businesses. These Representatives may receive commissions, deferred sales charges, on-going servicing fees, and other compensation as a result of a Client's purchase of insurance products. Consequently, these Representatives have a conflict of interest in recommending their Client purchase insurance products. Clients are under no obligation, contractual or otherwise, to purchase any insurance or security product or service from Wunderlich or any Representative.

## Item 12 – Brokerage Practices

### Recommendation of Brokers

As discussed in Item 10 above, Wunderlich will serve as introducing broker, and, Fidelity or E\*Trade will serve as the clearing broker. Wunderlich and any other broker-dealers utilized in connection with a Program are referred to individually as a “Broker” and collectively as the “Brokers.”

When recommending a Broker (including itself and its clearing firm), Wunderlich may consider the full range and quality of the Broker’s services, including, among other things: the quality of execution and related services, commissions and transaction costs, financial responsibility, experience, professionalism, responsiveness, the value of research it provides and any other factors it believes are important to the Broker’s ability to provide execution services consistent with Wunderlich’s fiduciary duties and the best interests of its clients.

Wunderlich does not participate in any soft dollar arrangements with any of the Brokers. All services are paid for according to the separate agreement between Wunderlich and the individual Broker. Furthermore, Wunderlich does not receive client referrals from any of the Brokers. Our choice of Broker has been and will continue to be based on the value and quality of the services provided.

### Directed Brokerage

In the Advisory Agreement, you will agree to direct all purchases, sales, exchanges, redemptions, or other transactions for the Account through the named Broker. Please be advised that Wunderlich’s requirement to place all transactions through a selected Broker is a material conflict of interest. Wunderlich has a fiduciary responsibility to provide best execution for your transactions and would not use the named Brokers if they could not provide high quality execution services. This does not necessarily mean that you will receive the lowest cost or the best price on any given transaction.

Wunderlich considered the full range and quality of services available from the Brokers when choosing them to clear its trades and not just the price. Consequently, you may be able to obtain lower costs and better security pricing from a different broker-dealer and should carefully consider the value of Broker’s

execution services before entering an advisory agreement with Wunderlich.

By signing the Advisory Agreement and choosing to participate in any of the offered Programs, you permit Wunderlich and any chosen Subadviser to direct all transactions through the named Broker(s). Please note the following:

- neither Wunderlich nor any Subadviser has negotiated, will negotiate, nor will be responsible for negotiating commission rates, ticket charges, or other expenses to be charged by the Brokers, whether through volume discounts or otherwise, or for identifying other brokers who may provide better execution or impose lower costs, whether on a trade-by-trade basis or otherwise;
- total transaction costs may exceed the amount you would pay if you were free to choose another broker-dealer, and Wunderlich will continue to direct transactions to the Brokers because it has determined in good faith that such amounts are reasonable in relation to the value of the brokerage, research and other services provided by the Brokers
- trades for the Account may not participate in block trades (in which orders for several accounts are aggregated for purposes of execution) with accounts, if any, which have not directed brokerage (free accounts); and
- under certain market conditions, trades for the Account may be delayed until after execution of trades for free accounts, if any.

As a result you may not necessarily obtain commission rates or execution as favorable as might be obtained if Wunderlich or a Subadviser were able to place transactions with other broker-dealers. Furthermore, if Wunderlich or a Subadviser has any free accounts, the prices the Account receives for its trades and the costs of execution will likely be less favorable than the free accounts receive. This will likely cause a disparity between the amount of commissions paid, the prices received, or the net performance of your Account when compared to free accounts with similar objectives.

Wunderlich considers itself to be a “full service” broker-dealer and investment adviser, and believes that its charges are reasonable in view of the full range of services it provides. Anyone considering a brokerage or advisory Account

with Wunderlich should not expect the lowest Advisory Fees, commissions or other expenses, nor should they expect the best prices or performance. Lower costs for comparable services or better performance are likely available through other broker-dealers or investment advisers.

Similarly, we believe that a person seeking an adviser that provides a minimal level of advice and service should consider the benefits of using another adviser that offers different services for a lower fee. Except in very limited circumstances (generally for personal friends and family of employees and Representatives), Wunderlich does not offer Programs at a price point comparable with discount firms.

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### **Client Directed Brokerage**

Wunderlich will only place trades through the Brokers named in this Brochure. Other firms may be willing to place your transactions at any broker-dealer you name, but Wunderlich will not.

When an advisory firm permits you to direct brokerage transactions to a particular broker, it may not have the authority to negotiate commissions, ticket charges, or other expenses among various brokers on a trade-by-trade basis or to obtain volume discounts from your named broker. Also, you will not participate in block trades, and the advisory firm may delay the execution of your trades until after trades in Accounts that do not direct brokerage. During volatile markets or when buying or selling an illiquid or thinly traded security, a delay in execution may result in less favorable prices.

Consequently, by directing brokerage you could incur higher transaction costs or greater spreads, or receive less favorable net prices than might otherwise have been the case. A disparity could arise in the commissions paid, the prices received, or the net performance of Accounts in the same Program and with similar objectives, but which did or did not direct brokerage.

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### **Duty to the Client.**

Wunderlich will monitor the Account and the quality of the execution and other services provided by the Brokers to evaluate the quality and costs of the services provided by the Brokers. Unless Wunderlich and the Brokers agree to alter their clearing arrangement prior to the specified time, Wunderlich will continue the Accounts' participation in the Programs through

the Brokers, under the fee structure as then provided under your Advisory Agreement.

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### **Valuation**

Except as otherwise provided in an Advisory Agreement, the "value" of an Account (and any asset of the Account) in any of the Programs shall be the sum of the long and short market values of all cash and securities (including without limitation stocks, bonds, mutual funds, money market funds, and ETFs), and the credit balances and cash balances in any Depository Product or similar bank demand deposit account. Margin debit balances do not reduce the value of the Account. In determining such values, Wunderlich will use the prices as of the close of trading on the trade date nearest to the date such valuation is being calculated, as reported by the chosen Custodian through the electronic information system provided to Wunderlich.

If such values are not available from Custodian, or if Wunderlich believes a reported value does not accurately reflect the fair value of the Account or any asset of the Account, Wunderlich will consider the following, among other information, in determining the fair value:

- the bid prices of the last recorded transaction for listed securities, options and over-the-counter NASDAQ securities;
- a mutual fund's most recently reported net asset value, as computed by the fund company.

We will utilize information provided by quotation services believed to be reliable. If any such prices are unavailable or believed to be unreliable, we will determine prices in good faith so as to reflect our understanding of fair market value.

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### **Trade Errors.**

On infrequent occasions, an error may be made in an Account. For example, a security may be erroneously purchased instead of sold. If Wunderlich was responsible for the error, it will restore or return the Account to the position it would have been in had the trading error not occurred. Depending on the circumstances, various corrective steps may be taken, including but not limited to, canceling the trade, adjusting an allocation, or reimbursing the Account.

## Margin

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If you choose to use margin, you should be aware that the margin debit balance will not reduce the market value of the Account's assets, and will therefore increase the Wrap Fee. The increased Wrap Fee may provide an incentive for Wunderlich and Representative to recommend

portfolio strategies or Third-Party Advisers who use margin strategies.

The use of margin is not suitable for all investors, since it increases leverage in the account and therefore its risk. Please see the Margin Disclosure Statement and the Account Terms and Conditions for more details on the risks of margin use.

## Item 13 – Review of Accounts

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### Reviews and Reviewers

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Wunderlich considers account reviews a continuous process, with the frequency and nature of the review dependent on a number of factors and situations, such as: whether the Account is managed on a discretionary basis, the buying or selling of a security, balancing gains/losses for tax planning, raising or lowering cash based on market conditions, investing new capital contributions, and adjusting overall portfolio composition to maximize returns given current market conditions.

At various times, depending on the nature and reason for the review, Wunderlich may review the securities held within the Account and your particular financial resources and time horizon (Suitability Information). Wunderlich employs branch office managers who are responsible for performing reviews quarterly and the number of Accounts assigned to each manager depends upon the size of the branch.

### Reports

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All Clients (other than financial planning Clients) will receive the following reports from the Custodian:

- confirmation of each securities transaction,
- all other documents required by law to be provided to security holders; and
- a quarterly statement reflecting all activity in the Account during the preceding period, including all transactions made on behalf of the Account, all contributions and withdrawals, all fees and expenses, and the value of the Account at the beginning and end of the period.

The Advisory Agreement for some Programs may provide for additional reports. Accounts will

receive performance or other reports only as specifically provided in the Advisory Agreement.

### Other Client Communication

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For each Account, Representative will provide individualized investment advice. Your Representative, chosen Subadviser, or other investment manager will manage the Account on the basis of your Suitability Information. At least annually, Representative will contact you to determine whether there have been changes in the Suitability Information, including whether you wish to impose new investment restrictions or modify existing restrictions. Representative and Wunderlich will make themselves reasonably available for consultation.

You will retain, with respect to all securities and funds in the Account, to the same extent as if you held the securities and funds outside of the program, the right to:

- withdraw securities or cash;
- vote securities or delegate the authority to vote securities to another person;
- proceed directly as a security holder against the issuer of any security in the Account and not be obligated to join any person involved in the Program or any other client, as a condition precedent to initiating such proceeding.

### Financial Planning Clients

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The Accounts of Clients receiving financial planning services will be reviewed, if at all, as provided in the Advisory Agreement. The review will be conducted by Representative, unless otherwise stated in the Advisory Agreement. Financial planning Clients will receive only the reports described in their Advisory Agreement.



## Item 14 – Client Referrals and Other Compensation

### Client Referrals

If your Representative refers you to another Representative for investment advisory services, both the Representatives will share in the Wrap Fees paid by the Account, in such proportions as they shall agree.

Wunderlich accepts referrals of prospective clients from third-parties (Solicitors). Assuming the Solicitor has executed a Solicitor's agreement with Wunderlich and abides by all applicable laws and regulations, Wunderlich will share a portion of the fees generated by each referred client with the Solicitor. Each prospective client receives a Solicitor's Disclosure Document and signs a consent form before entering any agreements with Wunderlich.

Wunderlich may also receive compensation for referring you to a Third-Party Adviser. The amount of compensation will be determined by the agreement between Wunderlich and the Third-Party Adviser. Wunderlich will act as the Solicitor and deliver to you its Solicitor's Disclosure Document at the time of the referral.

Please note that payment of compensation to Wunderlich and Representative for recommending a Third-Party Adviser creates a conflict of interest. Although the Representatives commit to acting in your best interests, the existence of such compensation could encourage them to make an unnecessary referral or cause them to withhold information about an alternative investment option that doesn't provide equivalent compensation.

### Other Compensation for Wunderlich

In certain cases, clearing brokers, custodians, or other firms who participate in the Programs or who hold Program Accounts (each a "Sponsor") may agree to invest a portion of the revenues from Program Accounts through allowances to Wunderlich, the Representatives, and other advisers, broker-dealers, or representatives whose Clients participate in the Programs.

Wunderlich may agree to provide the Sponsors with introductions to and information concerning itself or the Representatives, and allow the Sponsors to participate in meetings and workshops. In addition, the Sponsors may agree to provide Wunderlich or the Representatives with organizational consulting, education, training and marketing support.

A Sponsor may pay for annual conferences designed to facilitate and promote the success of the Programs. It may offer portfolio strategists, investment managers, or investment management firms (who may also be subadvisers for mutual funds recommended by Wunderlich or Representatives) the opportunity to contribute to the costs of Wunderlich's annual conference and be identified as a sponsor of a portion of the conference. A Sponsor may agree to bear the cost of airfare for certain Representatives to attend the Sponsor's annual conference or to conduct due diligence visits to the Sponsor's offices. In addition, a Sponsor may, from time to time, contribute to the costs incurred by the Firm in connection with conferences or other client events conducted by Wunderlich or a Representative.

The Brokers may provide other products and services that help Wunderlich or the Representative manage and administer their Accounts, but which may or may not benefit Accounts held with other custodians. These products and services may include software and other technology that provide access to Account data (such as trade confirmations and Account statements); facilitate trade execution (and allocation of aggregated trade orders for multiple client Accounts); provide research, pricing information and other market data; facilitate payment of Wunderlich's fees from its Accounts; and assist with back-office support, recordkeeping and Client reporting. These products and services may be used to service all or a substantial number of Wunderlich's Accounts, including Accounts not maintained with the particular Broker.

These payments and other economic benefits represent additional compensation to Wunderlich, over and above the Advisory Fees. Be aware that these various forms of compensation and economic benefits are strong incentives for Wunderlich to recommend (and to continue recommending) Fidelity or E\*Trade over other brokers, investment advisers and custodians. Furthermore, Wunderlich has the same strong incentive to recommend (and to continue recommending) their investment products and services over other products and services which might provide better returns or better prices but which do not provide equivalent compensation or economic benefits to Wunderlich. Wunderlich intends to fulfill its

fiduciary duty to act in the best interests of its clients; however, these strong economic incentives could, consciously or unconsciously, influence its decision-making. You should consider the risk from these influences on Wunderlich's recommendations when deciding to begin or continue a relationship with Wunderlich.

**Other advisers may be able to provide the same or similar services without the presence of these conflicts of interest. Other advisers or custodians may be able to provide the same or similar services for a lower cost or obtain better prices or performance.**

Additionally, Wunderlich depends, in part, on business referred to it by its Representatives. As such, it has a strong financial incentive to maintain or improve its relationships with the Representatives so that they continue to make referrals.

#### **Other Compensation for the Brokers**

The Brokers will charge and collect their own separate transaction-related brokerage and custody fees. Such expenses will be detailed in the brokerage account agreement you sign with each Broker. These fees and expenses are

completely separate from Wunderlich's advisory fee which is detailed in the WIN Advisory Program Agreement you sign with Wunderlich.

The Brokers may receive Rule 12b-1 distribution fees, shareholder servicing, or administrative fees with respect to mutual funds or money market funds held in the Account. Cash awaiting investment or reinvestment at a Broker may be invested in cash management or money market funds at the Broker or another Custodian (or an affiliate), pursuant to an automatic cash sweep program. The adviser to these funds may be an affiliate of the Broker or other Custodian (or its affiliate). Thus, the Brokers have an incentive to purchase mutual funds or money market funds which pay 12b-1 Fees.

The Brokers also receive non-brokerage related fees such as margin interest, IRA fees and money market fund fees, and a money market administrative fee. The Brokers may also receive compensation from funds available through the Brokers for the execution of purchases of Fund shares or the performance of clearance, settlement, custodial or other functions ancillary thereto (including, without limitation, recordkeeping, sub-accounting, shareholder communications, administrative and similar services provided to such funds).

### **Item 15: – Custody**

Custody, as it applies to investment advisers, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds or securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

Wunderlich is deemed to have custody of client funds and securities because you give it the authority to have fees deducted directly from your Account. This is the only form of custody Wunderlich maintains. Authorization to trade in client accounts (discretion) is not deemed custody by the regulators.

Wunderlich's established procedures require that all client funds and securities must be held at a qualified custodian in a separate account for each client under that client's name. You or your representative will execute an agreement that establishes each account, therefore, you will know the qualified custodian's name and address as well as the manner in which your funds or securities are maintained. Finally, the qualified custodian will deliver your account statements directly to you or your representative at least quarterly. You should carefully review those statements and compare them to any communication you receive from Wunderlich. If you ever have questions about your statements, please feel free to contact Wunderlich, your Representative or the qualified custodian.

### **Item 16: – Investment Discretion**

You will grant Wunderlich and Representative full discretion to select the securities, to

designate the strategies, and to buy, sell, or otherwise effect securities transactions for the

Account without your prior notice or consent. Wunderlich will not manage your Account on a day-to-day basis, and will not affect transactions for the Account, except as Wunderlich deems necessary in the exercise of its supervisory responsibilities with respect to any Representative and its fiduciary duties.

Prior to signing the application for any such program, you will work with Representative to identify the financial situation, investment objectives, tolerance for risk, and investment time horizon for the Account (Suitability Information). You will also specify any reasonable restrictions you wish to impose on investments for the Account.

Any limitations on this discretionary authority and any reasonable restrictions you wish to place on the Account must be included in the Advisory Agreement or on a separate Investment Policy Statement. You may change or amend Account

limitations or restrictions at any time by submitting a signed writing indicating your desired changes.

If you choose to engage a Subadviser, neither Wunderlich nor Representative will have discretionary authority over your assets; however, the Subadviser will have full discretion to select the investments and effect all transactions for your account. Subadvisers do not customize their investment strategies to meet your specific objectives. Instead, each one identifies its own particular strategy and you choose which Programs to participate in.

Wunderlich will monitor Subadviser's activity to ensure that it adheres to its stated investment objective and inform you of any decision to terminate the Subadviser's engagement. Subadviser may terminate its services at any time, in the Subadviser's discretion.

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

Neither Wunderlich nor any Representative will vote or accept authority to vote proxies on your behalf. You bear full responsibility to vote or direct the voting of all proxies by or with respect to issuers of securities held in the Account. All such material should be delivered directly to you by the transfer agent. If Wunderlich or its Representatives receive any materials or other information regarding a proxy solicitation from the issuer or a third party, they will be solely responsible for forwarding those materials to you or the person you designate within a reasonable period of time.

If you represent an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, ("ERISA") as amended or Section 4975 of the Internal Revenue Code

("ERISA Client"), please note that Wunderlich is expressly precluded from taking any action or rendering any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in an ERISA Plan's Account.

Also, neither Wunderlich nor Representative will advise or act on your behalf in legal proceedings involving companies whose securities are held or previously were held in your Account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. If desired, you may direct Wunderlich to transmit copies of class action notices to you or a third party. Upon such direction, Wunderlich will make commercially reasonable efforts to forward such notices in a timely manner.

### **Item 18: – Financial Information**

This item is not applicable to Wunderlich. Wunderlich does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. We are not subject to a financial condition that is reasonably likely to impair our ability to meet our contractual commitments to our clients. We have not been the subject of a bankruptcy petition at any time.