

BDT & Associates, Inc.

d/b/a Invicta Financial Group

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of BDT & Associates, Inc. If you have any questions about the contents of this brochure, please contact us at (928) 344-8000 or by email at: info@invictafg.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about BDT & Associates, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. BDT & Associates, Inc.'s CRD number is: 288008.

2615 East 24th Street, Suite 2
Yuma, AZ 85365
(928) 344-8000
info@invictafg.com
www.invictafg.com

Registration does not imply a certain level of skill or training.

Version Date: 12/14/2018

Item 2: Material Changes

BDT & Associates, Inc. has the following material changes to report. Material changes relate to BDT & Associates, Inc.'s policies, practices or conflicts of interests.

- The firm now offers portfolio management services or selection of other advisor services.
- The firm has disclosed Invicta Financial Group as a d/b/a.
- The firm is transitioning from SEC registration to state registration in AZ and CA.

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Item 4: Advisory Business

A. Description of the Advisory Firm

BDT & Associates, Inc. d/b/a Invicta Financial Group (hereinafter “BDT”) is a Corporation organized in the State of Arizona. The firm was formed in June 2017, and the principal owner is Barry D.Todd, Kimberly Davis, Doyel Price, and Scott Hull.

B. Types of Advisory Services

Portfolio Management Services

BDT offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. BDT creates an Investment Policy Statement for each client, which outlines the client’s current situation (income, tax levels, and risk tolerance levels) and then constructs a plan to aid in the selection of a portfolio that matches each client's specific situation. Portfolio management services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

BDT evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. Risk tolerance levels are documented in the Investment Policy Statement, which is given to each client.

BDT seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of BDT’s economic, investment or other financial interests. To meet its fiduciary obligations, BDT attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, BDT’s policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is BDT’s policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis over time. All material conflicts have been disclosed.

Selection of Other Advisers

BDT may direct clients to third-party investment advisers. Before selecting other advisers for clients, BDT will verify that all recommended advisers are properly licensed, notice filed, or exempt in the states where BDT is recommending the adviser to clients.

Financial Planning

Financial plans and financial planning may include, but are not limited to: investment planning; life insurance; tax concerns; retirement planning; college planning; and debt/credit planning.

In case of any financial planning conflict that may exist between the interest of the investment adviser and the interest of the client the following may be applicable:

- a. a conflict exists between the interests of the investment adviser and the interests of the client,
- b. the client is under no obligation to act upon the investment adviser's recommendation, and
- c. if the client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through the investment adviser.

Services Limited to Specific Types of Investments

BDT may use other securities as well to help diversify a portfolio when applicable.

C. Client Tailored Services and Client Imposed Restrictions

Clients may impose restrictions in financial planning in certain securities or types of securities in accordance with their values or beliefs. BDT reserves the right to end the relationship.

BDT may tailor a program for each individual client. This will include an interview session to get to know the client's specific needs and requirements as well as a plan that will be executed by BDT on behalf of the client. BDT may use model allocations, together with a specific set of recommendations for each client based on their personal restrictions, needs, and targets. Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent BDT from properly servicing the client account, or if the restrictions would require BDT to deviate from its standard suite of services, BDT reserves the right to end the relationship.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and other administrative fees. BDT does not participate in any wrap fee programs.

E. Assets Under Management

BDT has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$0	\$0	December 2017

Item 5: Fees and Compensation

Lower fees for comparable services may be available from other sources.

A. Fee Schedule

Portfolio Management Fees

Total Assets Under Management	Annual Fees
All Assets	2.25%

The advisory fee is calculated using the value of the assets in the Account on the last business day of the prior billing period.

These fees are generally negotiable and the final fee schedule is attached as Exhibit II of the Investment Advisory Contract. Clients may terminate the agreement without penalty for a full refund of BDT's fees within five business days of signing the Investment Advisory Contract. Thereafter, clients may terminate the Investment Advisory Contract immediately upon written notice.

Selection of Other Advisers Fees

BDT may direct clients to third-party investment advisers. BDT will be compensated via a fee share from the advisers to which it directs those clients. The fees shared are negotiable and will not exceed any limit imposed by any regulatory agency. The notice of termination requirement and payment of fees for third-party investment advisers will depend on the specific third-party adviser selected. Client fees are not combined with AUM. This services (on-going) is based on income; no more than 3%. This is not a wrapped fee to include AUM fee. The firm will not charge over 3%.

The fee split between BDT and the third party ranges between 0.10% or 0.40% and will never exceed 0.40%

Financial Planning Fees

Fixed Fees

The negotiated fixed rate for creating client financial plans is up to \$25,000 due to the complexity of the plan.

Clients may terminate the agreement without penalty, for full refund of BDT's fees, within five business days of signing the Financial Planning Agreement. Thereafter, clients may terminate the Financial Planning Agreement generally upon written notice.

B. Payment of Fees

Payment of Portfolio Management Fees

Asset-based portfolio management fees are withdrawn directly from the client's accounts with client's written authorization on a quarterly basis. Fees are paid in advance.

Payment of Selection of Other Advisers Fees

The timing, frequency, and method of paying fees for selection of third-party managers will depend on the specific third-party adviser selected and will be disclosed to the client prior to entering into a relationship with the third-party advisor.

Payment of Financial Planning Fees

Financial planning fees are paid via ACH from the clients checking or savings accounts. Fixed financial planning fees are paid in arrears upon completion.

C. Client Responsibility For Third Party Fees

Clients are responsible for the payment of all third party fees (*i.e.*, custodian fees, commissions, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by BDT. Please see Item 12 of this brochure regarding broker-dealer/custodian.

D. Prepayment of Fees

BDT collects the One-Time Plan Development Fee in advance to build the plan that also includes the first quarter of implementation. The one-time planning fee collect in advance for building a comprehensive plan and recommended action (known as a Written Financial Action Plan) to implement. Client and Adviser agree on the initial (One-Time Plan Development Fee) and the start of the on-going services fee, by signing the Financial planning agreement. One-time planning fee collect in advance for building a comprehensive plan and recommended action (known as a Written Financial Action Plan)

to implement. Client and Adviser agree on the initial (One-Time Plan Development Fee) and the start of the on-going services fee, by signing the Financial planning agreement. The next full quarter afterwards, the on-going services fee and all future fees will be paid in arrears. Refunds for fees paid in advance will be returned within fourteen days to the client via check or return deposit back into the client's account. The adviser refunds the full amount paid. Client is refunded by a check or refunded to the bank on record. Adviser will receive written directive on the client's request. This "One-Time Plan Development Fee" is based on client's gross annual income; not to exceed 3%. This fee is negotiated with the client and the adviser based on the complexity of the plan and covers the first quarter of services rendered. Fee is paid by check and collected at the time of the signing of the agreement at the appointment. Fee is paid quarterly in arrears and starts at end of the second full quarter after hiring the adviser.

BDT will obtain the client annual income at the initial appointment by providing them a financial documents checklist and budget worksheet. The process for determining the client's gross annual income is by adding up all the client's income from the documents they provide at the initial appointment. The justification for the fee (on-going services) is justified in the Wealth Management Services. Three levels are provided based on the agreement with the client and factors discussed at the initial appointment (i.e.= collection of documents. The level of services must be signed and dated to match the financial planning agreement signed for on-going services at the initial appointment. The Financial Planning agreement is signed twice at the initial appointment. 1. One Time Planning Fee. 2. On going service. This keeps the actions clear and concise to the client.

BDT will charge a One-Time Plan Development Fee at the end of the initial appointment, if the clients decide to hire us to begin work building the clients financial plan and implementation strategy. In addition, this fee covers the first full quarter of the implementation of the client's strategy.

The Financial Planning agreement is signed twice at the initial appointment. 1. One-Time Plan Development Fee. 2. On going service. This keeps the actions clear and concise to the client.

Fees are based on client's gross annual income; not to exceed 3%. This fee is negotiated with the client and the adviser based on the complexity of the plan and the services rendered. The fee is paid quarterly in arrears.

Example: Client's gross annual income is \$125,000.00/year. Adviser can charge up to 3% of annual gross income (ex: \$3,750.00/annually). Quarterly amount (in arrears) \$937.50.

For all asset-based fees paid in advance, the fee refunded will be equal to the balance of the fees collected in advance minus the daily rate* times the number of days elapsed in the billing period up to and including the day of termination. (*The daily rate is calculated by dividing the annual asset-based fee by 365.) BDT collects fees in advance. Refunds for fees paid in advance will be returned within fourteen days to the client via check or return deposit back into the client's account.

Refunds for the following services:

One-Time Plan Development Fee – Refunds for the One-Time Planning Fee, which is paid in advance, will be returned within 14 days to the client via check upon notification for terminating services.

Wealth Management Services Fee (On-going services) – Normally this is non-refundable as this is paid in arrears.

Assets Under Management – BDT does not manage client assets. BDT will use a third party money managers. They calculate and refund the clients monies for the accounts they have under management.

E. Outside Compensation For the Sale of Securities to Clients

Neither BDT nor its supervised persons accept any compensation for the sale of investment products, including asset-based sales charges or service fees from the sale of mutual funds. Any conflict of interest will be discussed with client and documented in client relation management system (CRM Redtail) as well as included in the investment advisory agreement(s). The firm does not receive commissions of more than 50%. BDT is paid an AUM fee, not a commission as the IAR of record with our third party manager(s).

In case of any conflict that may arise between the interest of the client and IAR, the following may be applied: Client is under no obligation to act upon the investment adviser's recommendation.

Clients will have the option to purchase investment products recommended by BDT through other broker dealers.

The Compensation from asset under management it is not a commission. It's a fee based paid to the adviser. BDT does not sell mutual funds.

Item 6: Performance-Based Fees and Side-By-Side Management

BDT does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

BDT generally provides advisory services to the following types of clients:

- ❖ Individuals
- ❖ High-Net-Worth Individuals

❖ Corporations or Business Entities

Current companies BDT will work with have minimum requirements to opening accounts. Howard Capital Management has a minimum requirement of \$2,500 to \$100,00 based on the platform. American Trust does not have a minimum requirement to open or maintain an account.

Item 8: Methods of Analysis, Investment Strategies, & Risk of Loss

A. Methods of Analysis and Investment Strategies

Methods of Analysis

BDT's methods of analysis include Cyclical analysis, Fundamental analysis, Modern portfolio theory, Quantitative analysis and Technical analysis.

Cyclical analysis involves the analysis of business cycles to find favorable conditions for buying and/or selling a security.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Modern portfolio theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset.

Quantitative analysis deals with measurable factors as distinguished from qualitative considerations such as the character of management or the state of employee morale, such as the value of assets, the cost of capital, historical projections of sales, and so on.

Technical analysis involves the analysis of past market data; primarily price and volume.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Modern portfolio theory assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Quantitative analysis Investment strategies using quantitative models may perform differently than expected as a result of, among other things, the factors used in the models, the weight placed on each factor, changes from the factors' historical trends, and technical issues in the construction and implementation of the models.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

Clients should be aware that there is a material risk of loss using any investment strategy.

Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Barry D Todd, the CEO, was assaulted on 2/28/2014 and had to defend himself. Subsequently, his assailant was shot. Mr. Todd was charged with First-Degree Attempted Murder and 2 charges for Aggravated Assault. The entire incident was on video and the court dismissed all charges with prejudice due to self-defense and lack of probable cause. All information has been disclosed to the SEC and is noted in the broker check. Mr. Todd is not required to disclose this information on his ADV Part 2B (Supplement)

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither BDT nor its representatives are registered as, or have pending applications to become, a broker/dealer or a representative of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither BDT nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

All advisers are independent licensed insurance agents, and from time to time, will offer clients advice or products from those activities. Clients should be aware that these services pay a commission or other compensation and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment adviser. BDT always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to utilize the services of any representative of BDT in connection with such individual's activities outside of BDT.

Barry Douglas Todd is a licensed insurance agent of Barry Douglas Todd, Sole Proprietor since March 2002. He is an independent insurance agent that sells and services for P&C,

Health and life insurance. From time to time, he will offer clients advice or products from this activity. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. BDT & Associates, Inc. always acts in the best interest of the client; including in the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of BDT & Associates, Inc. in their capacity as a licensed insurance agent. Barry Douglas Todd receives \$25,000 in compensation yearly for this activity and spends 16 - 20 hours per month on this activity.

Barry Douglas Todd is the owner and CEO of BDT & Associates Insurance Services since March 2012. BDT & Associates Insurance Services was set up as a tradename of BDT & Associates and was established to be setup as a general agency. Barry Douglas Todd receives no compensation for this activity and does not spend any time on this activity.

Barry Douglas Todd is a manager of BDT, LLC since April 2011. This is a subsidiary of BDT, LLC which is a commercial real estate holdings company. This has no business with BDT & Associates, Inc., advisory services. No control or custody over client funds. Barry Douglas Todd receives no compensation for this activity and spends 2 hours per month on this activity.

Barry Douglas Todd is a consultant and owner of Affluent Advising, LLC. since March 2014. This is a consulting business on the management of organizations. No custody or control over funds or property. Barry Douglas Todd receives no compensation for this activity and spends 4 hours per month on this activity.

Barry Douglas Todd is the manager of BDT Real Estate, LLC. since March 2011. This is a personal commercial real estate holding company and he does not carry a real estate license. This business has no business relationship to BDT & Associates, Inc. Advisory Services. No custody or control over client funds. Clients should be aware that these services do not involve a possible conflict of interest. BDT & Associates, Inc. always acts in the best interest of the client; including in the sale of commissionable products to advisory clients. Barry Douglas Todd receives no compensation for this activity and spends 2 hours per month on this activity.

Barry Douglas Todd is the co-owner with his wife of BVMC Creation Properties, LLC. since December 2015. This is a real estate holding company where they purchase and rent properties (single family homes). They do not rent to clients of BDT & Associates, Inc. Barry Douglas Todd receives \$15,000 in compensation yearly for this activity and spends 1 -2 hours per month on this activity.

Barry Douglas Todd is the trustee of the Barry D. Todd and Virginia M. Todd revocable living trust since July 2006. This is their own personal trust. Barry Douglas Todd receives no compensation for this activity and spends 1 hour per month on this activity.

Blake Alexander Morlet is a real estate broker or dealer. From time to time, he will offer clients advice or products from this activity. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. BDT & Associates, Inc. always acts in the best interest of the client; including in the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of BDT & Associates, Inc. in their capacity as a real estate dealer or broker.

BDT uses Howard Capital Management CRD 106591 and American Trust Investment Services CRD 3001 as a third party and are fee base only.

In case of any conflict that may arise between the interest of the client and IAR, the following may be applied: Client is under no obligation to act upon the investment adviser's recommendation.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

BDT may direct clients to third-party investment advisers. BDT will be compensated via a fee share from the advisers to which it directs those clients. The fees shared will not exceed any limit imposed by any regulatory agency. This creates a conflict of interest in that BDT has an incentive to direct clients to the third-party investment advisers that provide BDT with a larger fee split. BDT will always act in the best interests of the client, including when determining which third-party investment adviser to recommend to clients. BDT will verify that all recommended advisers are properly licensed, notice filed, or exempt in the states where BDT is recommending the adviser to clients.

BDT may direct clients to Howard Capital Management (CRD# 106951) and/or American Trust (CRD# 3001). All third parties are properly registered as investment advisers.

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

A. Code of Ethics

BDT has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and

Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. BDT's Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

BDT does not recommend that clients buy or sell any security in which a related person to BDT or BDT has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

As part of its Code of Ethics, BDT has implemented a restricted list to ensure that neither the adviser nor its representatives will trade in securities that BDT also recommends to clients.

D. Trading Securities At/Around the Same Time as Clients' Securities

Please see Item 11.C above.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

BDT receives no research, product, or services other than execution from a broker-dealer or third-party in connection with client securities transactions ("soft dollar benefits"). BDT does not have an economic relationship or directs client to the broker dealer.

Custodians/broker-dealers will be recommended based on BDT's duty to seek "best execution," which is the obligation to seek to execute securities transactions for a client on terms that are the most favorable to the client under the circumstances. The client will not necessarily pay the lowest commission or commission equivalent, and BDT may also consider the market expertise and research access provided by the payment of commissions, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other resources provided by the brokers to aid in the research efforts of BDT. BDT will never charge a premium or commission on transactions, beyond the actual cost imposed by the custodian. BDT will ensure the broker dealer and/or custodian will be properly licensed or registered prior to engagement and recommendation to clients.

BDT receives no research, product, or services other than execution from a broker-dealer or third-party in connection with client securities transactions ("soft dollar benefits").

BDT receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

BDT recommends American Trust Retirement (not required to be filed with SEC), Howard Capital Management, Inc (CRD#118070/SEC# 801-69763) – SEC only; NOT FINRA, Pershing Adviser Solutions, LLC (CRD#36671/SEC#8-47425). BDT do not have a direct agreement with Pershing Adviser Solutions, but this the custodian used by Howard Capital Management, Inc. for BDT clients' accounts.

B. Aggregating (Block) Trading for Multiple Client Accounts

If BDT buys or sells the same securities on behalf of more than one client, it might, but would be under no obligation to, aggregate or bunch, to the extent permitted by applicable law and regulations, the securities to be purchased or sold for multiple Clients in order to seek more favorable prices, lower brokerage commissions or more efficient execution. In such case, BDT would place an aggregate order with the broker on behalf of all such clients in order to ensure fairness for all clients; provided, however, that trades would be reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. BDT would determine the appropriate number of shares to place with brokers and will select the appropriate brokers consistent with BDT's duty to seek best execution, except for those accounts with specific brokerage direction (if any).

Item 13: Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

All client accounts for BDT's advisory services provided on an ongoing basis are reviewed at least Quarterly by Barry D Todd, CEO, with regard to clients' respective investment policies and risk tolerance levels. All accounts at BDT are assigned to this reviewer. The reports that are reviewed are also written.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by Barry D Todd, CEO. Financial planning clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Clients may request additional plans or reports for a fee.

Meetings with clients are documented using Redtail CRM system. The review includes review of assets, insurance, estate planning, taxes.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to financial plans, BDT's services will generally conclude upon delivery of the financial plan.

C. Content and Frequency of Regular Reports Provided to Clients

Each financial planning client will receive the financial plan upon completion.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

BDT does not receive any economic benefit, directly or indirectly from any third party for advice rendered to BDT clients.

B. Compensation to Non – Advisory Personnel for Client Referrals

BDT does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

When it deducts fees directly from client accounts at a selected custodian, BDT will be deemed to have limited custody of client's assets and must have written authorization from the client to do so. Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

- A. The investment adviser has custody of the funds and securities solely as a consequence of its authority to make withdrawals from client accounts to pay its advisory fee.
- B. The investment adviser has written authorization from the client to deduct advisory fees from the account held with the qualified custodian.
- C. Each time a fee is directly deducted from a client account, the investment adviser concurrently:
 - i. Sends the qualified custodian an invoice or statement of the amount of the fee to be deducted from the client's account; and
 - ii. Sends the client an invoice or statement itemizing the fee. Itemization includes the formula used to calculate the fee, the value of the assets under management on which the fee is based, and the time period covered by the fee.

- D. The investment adviser notifies the Commissioner in writing that the investment adviser intends to use the safeguards provided in this paragraph (b)(3). Such notification is required to be given on Form ADV.
- B.
1. The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
 2. The client authorizes the investment advisor, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
 3. The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer.
 4. The client has the ability to terminate or change the instruction to the client's qualified custodian.
 5. The investment advisor has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.
 6. The investment advisor maintains records showing that the third party is not a related party of the investment advisor or located at the same address as the investment advisor.
 7. The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Item 16: Investment Discretion

BDT provides discretionary and non-discretionary investment advisory services to clients. The Investment Advisory Contract established with each client outlines the discretionary authority for trading. Where investment discretion has been granted, BDT generally manages the client's account and makes investment decisions without consultation with the client as to what securities to buy or sell, when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, or the price per share.

Item 17: Voting Client Securities (Proxy Voting)

BDT will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18: Financial Information

A. Balance Sheet

BDT neither requires nor solicits prepayment of more than \$500 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure.

BDT collects the One-Time Plan Development Fee in advance to build the plan that also includes the first quarter of implementation. The one-time planning fee collect in advance for building a comprehensive plan and recommended action (known as a Written Financial Action Plan) to implement. Client and Adviser agree on the initial (One-Time Plan Development Fee) and the start of the on-going services fee, by signing the Financial planning agreement. One-time planning fee collect in advance for building a comprehensive plan and recommended action (known as a Written Financial Action Plan) to implement. Client and Adviser agree on the initial (One-Time Plan Development Fee) and the start of the on-going services fee, by signing the Financial planning agreement. The next full quarter afterwards, the on-going services fee and all future fees will be paid in arrears. Refunds for fees paid in advance will be returned within fourteen days to the client via check or return deposit back into the client's account. The adviser refunds the full amount paid. Client is refunded by a check or refunded to the bank on record. Adviser will receive written directive on the client's request.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither BDT nor its management has any financial condition that is likely to reasonably impair BDT's ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

BDT has not been the subject of a bankruptcy petition in the last ten years.

Item 19: Requirements For State Registered Advisers

A. Principal Executive Officers and Management Persons; Their Formal Education and Business Background

The education and business background of BDT's current management persons/executive officers can be found on the individual's Form ADV Part 2B brochure supplement.

Kimberly Davis is currently the chief compliance officer, vice president and owner of BDT. She holds a diploma from Prosser High School.

B. Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any)

Other business activities for each relevant individual can be found on the individual's Form ADV Part 2B brochure supplement.

C. How Performance-based Fees are Calculated and Degree of Risk to Clients

BDT does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

D. Material Disciplinary Disclosures for Management Persons of this Firm

Barry Todd was charged on attempted 1st degree murder charges that were dismissed. This incident in which he was merely and justifiably defending his self - resulted in the advisor being charged with Attempted 1st Degree Murder and two (2) counts of Aggravated Assault. The entire incident was on video and subsequently dismissed due to justification self-defense in accordance with Arizona Revised Statutes & lack of probable cause.

E. Material Relationships That Management Persons Have With Issuers of Securities (If Any)

Neither BDT, nor its management persons, has any relationship or arrangement with issuers of securities.