

# **CARMEL CAPITAL PARTNERS, LLC**

**11750 Sorrento Valley Road  
Suite 110  
San Diego, CA, 92121**

**Tel. (858) 457-7544  
Fax (858) 457-7522**

**[WWW.CARMELCAP.COM](http://WWW.CARMELCAP.COM)**

**April 24, 2020**

## **FORM ADV PART 2A BROCHURE**

**This brochure provides information about the qualifications and business practices of Carmel Capital Partners, LLC. If you have any questions about the contents of this brochure, please contact us at (858) 457-7544 or via e-mail at [russell@carmelcap.com](mailto:russell@carmelcap.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 Carmel Capital Partners, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Carmel Capital Partners, LLC is 123907.**

**Carmel Capital Partners, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.**

## Item 2 Summary of Material Changes

### ***Summary of Material Changes***

This Brochure contains updated information about Carmel Capital Partners, LLC's (referred to herein as "Carmel," "Firm," "Company," "Adviser," "we," "our," "our firm" or "the firm") business since the last annual update dated March 28, 2019. This section of the Brochure will address only those "material changes" that have been incorporated since the last annual delivery of this document on the SEC's public disclosure website (IAPD). The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure. Carmel wants to make you aware of the following material changes:

- Item 4 and Item 13 were updated to reflect that Anthony Josephson is no longer an owner of Carmel Capital Partners.
- Item 12 was updated to reflect for the Davinci Fund, LP, we no longer use the brokerage and custodial services of MS Howells & Co. (as Prime Broker).
- We have expanded the disclosure in Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss to reflect additional risks and conflicts related to Carmel. In addition, we updated our regulatory assets under management in Item 4, as well as Item 5 to reflect additional advisory conflicts related to Carmel.

Additional information about Carmel is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with Carmel who would be required to be notice filed as investment adviser representatives of Carmel. If you would like another copy of this Brochure, please download it from the SEC Website as indicated above or you may contact our CCO Russell Silberstein at (858) 457-7544. We encourage you to read this document in its entirety.

### Item 3 Table Of Contents

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

## Item 4 Advisory Business

### **Description of Services and Fees**

We are a registered investment adviser based in San Diego, California. We are organized as a limited liability company under the laws of the State of California and we have been providing investment advisory services since 2002. Russell Silberstein is our principal owner.

We provide investment management services to separately managed accounts and a private investment fund. As used in this brochure, the words "we", "our" and "us" refer to Carmel Capital Partners, LLC and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this Brochure. As used in this Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm. The following paragraphs describe our services and fees.

### ***Separately Managed Accounts***

We offer discretionary and non-discretionary investment management services to our clients where our investment advice is tailored to meet our clients' needs and investment objectives. We will meet with you to determine your investment objectives, risk tolerance, and other relevant information (the "suitability information") at the beginning of our advisory relationship. We will use the suitability information we gather from our initial meeting to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf. As part of our investment management services, we may customize an investment portfolio for you in accordance with your risk tolerance and investing objectives. We may also invest your assets according to one or more model portfolios developed by our firm. Once we construct an investment portfolio for you, or select a model portfolio, we will monitor your portfolio's performance on an ongoing basis, and for discretionary accounts, will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

For non-discretionary accounts, we will either obtain your approval prior to executing transactions or for accounts/assets which are not held with TD Ameritrade, we will make recommendations to you and it shall be your responsibility to implement any recommendations. In some cases we may also periodically monitor accounts managed by third party advisers and provide you with recommendations on transactions which will be executed by the third party adviser. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

If you participate in our discretionary investment management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased or sold, the broker-dealer to be used and the commission rates to be paid for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm, a power of attorney, or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing.

As part of our investment management services, we may use one or more sub-advisors to manage a portion of your account on a discretionary basis. We will regularly monitor the performance of your accounts managed by sub-advisor(s) and may hire and fire any sub-advisor without your prior approval. We will pay a portion of our advisory fee to the sub-advisor(s) we use; however, you will not pay our firm a higher advisory fee as a result of any sub-advisory relationships.

We charge an annualized fee ranging between 0.60% and 1.50% of the value of your assets under management. The fee is determined based on the type and complexity of the client's account. We may include the value of assets which are not held with TD Ameritrade, including private equity and real estate funds which we may recommend to you and accounts managed by third party advisers, in calculating our advisory fee. Our asset-based investment management fee is billed and payable quarterly in advance based on the value of your account/assets at the end of the previous quarter. Our fees may be negotiable in certain limited circumstances and arrangements with any particular client may vary.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts.

If the client agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client.

In some cases, in addition to an asset based fee, we may also charge certain "qualified clients" as defined in Rule 205-3 under the Advisers Act a performance based fee, which will be determined with each client on a case by case basis. The performance based fee is subject to a high water mark which means that that you will only pay a performance fee to the extent that the amount of the capital increase exceeds the sum of any cumulative loss in your account on a per calendar year or quarter.

Performance-based fees are generally payable annually or quarterly in arrears, on the earlier of the last day of each calendar year or quarter, or the date on which the investment management agreement is terminated.

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities in accordance with the asset management agreement. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy.

You may terminate the client agreement within five days of the date of acceptance without penalty. After the five-day period, you may terminate the agreement upon receipt of 30 days written notice. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

### **Private Investment Fund DaVinci Fund, LP**

We currently serve as General Partner to DaVinci Fund, LP ("DaVinci" or the "Fund"), a private investment fund.

DaVinci is offered only to investors meeting certain sophistication and financial requirements and only by private placement memorandum and other offering documents. Investors and prospective investors should refer to the offering documents for DaVinci for a complete description of the risks, investment objectives and strategies, fees and other relevant information pertaining to investments in DaVinci.

We receive a management fee quarterly in advance equal to 0.25% per quarter (1.0% annually). In addition, at the end of each year we receive an incentive allocation equal to 20% of the profit allocated to each investor in DaVinci (other than investors from whom we agree in our sole discretion to vary the incentive allocation) to the extent such profit exceeds any prior unrecouped losses (the "Loss Carryforward"). This limitation is commonly known as a "high water mark" and prevents us from

receiving an incentive allocation as to net profits that simply restore previous net losses. Certain investors may have different management fee and incentive allocation arrangements as provided for in DaVinci's limited partnership agreement.

Investors who are charged performance based fees will be required to meet the definition of a "qualified client" which includes natural persons who have a net worth greater than \$2,100,000 (for new investors as of August 15, 2016) or have at least \$1,000,000 under our management, immediately after entering into a subscription agreement.

DaVinci will terminate on the expiration of its specified terms, or on dissolution under the terms of the limited partnership agreement or other governing documents.

Investors generally may withdraw all or a portion of their capital at the end of the first fiscal quarter after the first anniversary of such investor's admission to DaVinci and the end of each fiscal quarter thereafter. Any withdrawal made within the first 12-month period after an investor is admitted to DaVinci will be subject to a 3% early withdrawal fee. An investor must give us at least 60 days prior written notice to the Administrator for any withdrawal.

### **Special Purpose Vehicle**

#### **Carmel Art Block, LLC**

We currently serve as the Manager to Carmel Art Block, LLC, a special purpose vehicle formed for the purpose of investing directly or indirectly (by making investments in unaffiliated third party funds) in real estate located in California and to engage in activities incident to the acquisition, holding, management, operation, leasing, financing, refinancing, development and sale of such real estate.

Carmel Art Block, LLC is offered only to investors meeting certain sophistication and financial requirements and only by private placement offering documents (subscription agreement and operating agreement). Investors and prospective investors should refer to the offering documents for Carmel Art Block, LLC for a complete description of relevant information pertaining to investments in Carmel Art Block, LLC.

For our services rendered as Manager, we receive from Carmel Art Block, LLC a fee of 1% of Carmel Art Block, LLC's net assets each year, which shall be payable quarterly in advance from the assets of Carmel Art Block, LLC and as further detailed in Carmel Art Block, LLC's operating agreement.

Carmel Art Block, LLC shall continue for an indefinite period or until the termination or dissolution pursuant to and/or as stated in its operating agreement.

Except as set forth in Carmel Art Block, LLC's operating agreement, no investor has the right to transfer or assign any interest in Carmel Art Block, LLC or receive any part the investors contribution to capital.

### **Wrap Fee Program(s)**

We are a portfolio manager in several wrap fee programs, Sponsored by Robert W. Baird, Dual Contract Program and Stifel, Nicolaus & Co, Inc. the SNAP Program. A wrap fee program is a type of investment program that provides clients with access to several money managers or mutual fund asset allocation models for a single fee that includes administrative fees, management fees, and commissions. If you participate in these wrap fee programs, you will pay the Program Sponsor a single fee, which includes money management fees, certain transaction costs, and custodial and administrative costs. We receive a portion of the wrap fee for our services. The overall cost you will incur if you participate in these wrap fee program may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

## **Types of Investments**

We do not primarily provide advice on any one particular type of investment but rather on a variety of investments since all clients have individual investment objectives and tolerance for risk.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

## **Assets Under Management**

As of December 31, 2019, we provide continuous management services for \$99,902,158 in client assets on a discretionary basis, and \$114,446,731 on a non-discretionary basis, for a total of \$214,348,889.

## **Item 5 Fees and Compensation**

Please refer to the "Advisory Business" section in this Brochure for information on our advisory fees and compensation.

As it relates to the pooled investment vehicles, in consideration for Carmel's advisory and other services, Carmel and/or certain of its affiliates generally are entitled to receive management fees, and may receive performance allocations, with respect to the Funds. While the fees and compensation applicable to each Fund are described in detail in the applicable governing documents, side letters and/or fee agreements, an overview of Carmel's basic fee schedule is summarized below. A potential investor should read and review all governing documents in their entirety before making any investment decisions.

### **Pooled Investment Vehicles**

**Management Fees:** In consideration for its advisory services to the Private Funds, Carmel receives a "Management Fee" from each respective Private Fund. The specific payment terms and other conditions of the Management Fees available to Carmel are set forth in the applicable Private Fund's governing documents, side letters and/or fee agreements. The Management Fees are listed above under the "Advisory Business" section. Management Fees are generally paid to Carmel in one of two ways: by deducting such fees from the applicable Private Fund or directly billing the Private Fund. Upon the termination of Carmel's Investment Management Agreement with a Private Fund, Carmel will refund to the Private Fund the pro-rated portion of any Management Fee already received by the Private Fund for the period following the effective date of such termination.

Carmel may, in its sole discretion, waive all or any portion of the Management Fee with respect to any investor.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through which your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the "Brokerage Practices" section of this Disclosure Brochure.

With respect to the pooled investment vehicles, organizational expenses may include: In general, each

Client, subject to its governing documents, will typically pay or otherwise bear its organizational expenses, subject to a specified expense cap which may vary from Client to Client. Any organizational expenses in excess of the specified expense cap will be borne by the applicable General Partner (or its equivalent) or offset against Management Fees. Such organizational expenses generally may include legal, accounting, filing, capital raising, placement agent fees, travel, accommodation, meal and other similar fees, costs and other expenses (collectively, the "Organizational Expenses").

**Allocation of Expenses:** Carmel and its affiliates from time to time incur fees, costs and expenses on behalf of more than one Client or multiple Clients. To the extent such fees, costs and expenses are incurred for the Client or benefit of more than one Client, each Client will typically bear an allocable portion of any such fees, costs, and expenses generally in proportion to the size of its investment in the activity or entity to which the expense relates (subject to the terms of each Client's applicable governing documents) or in such other manner as Carmel considers fair and equitable under the circumstances. Carmel endeavors to allocate such fees, costs and expenses on a fair and equitable basis over time.

### **IRA Rollover Considerations**

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of:

An employee will typically have four options:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.



Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
  1. Employer retirement plans generally have a more limited investment menu than IRAs.
  2. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
  1. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
  2. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 70.5.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
  1. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

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

We are entitled to receive performance based fees for managing DaVinci, a private investment fund. Investors and prospective investors in DaVinci should refer to the private placement memorandum for detailed information on fees associated with investing in DaVinci. In addition to an asset based fee, we may also charge individual accounts a performance based fee. Please refer to "Advisory Business" section in this Brochure for information on our performance based fees.

We manage DaVinci which charges performance-based fees as well as individual accounts which may be charged performance based fees while at the same time managing accounts (perhaps with similar objectives) that are not charged performance-based fees ("side-by-side management"). Performance-based fees and side-by-side management may create conflicts of interest, which we have identified and described in the following paragraphs.

Performance-based fees may create an incentive for our firm to make investments for that are riskier or more speculative than would be the case absent a performance fee arrangement. In order to address this potential conflict of interest, a senior officer of our firm reviews accounts to ensure that investments are suitable and that the account is being managed according to the client's investment objectives and risk tolerance. We may receive increased fees on allocations as a result of unrealized appreciation as well as realized gains in managed accounts.

Performance based fees may also create an incentive for our firm to overvalue investments which lack a market quotation. In order to address such conflict, we have adopted policies and procedures that require our firm to "fairly value" any investments, which do not have a readily ascertainable value.

Side-by-side management might provide an incentive for our firm to favor accounts for which we receive a performance-based fee. For example, we may have an incentive to allocate limited investment opportunities, such as initial public offerings, to clients who are charged performance-based fees over clients who are charged asset-based fees only. To address this conflict of interest, we have instituted policies and procedures that require our firm to allocate investment opportunities (if they are suitable) in an effort to avoid favoritism among our clients, regardless of whether the client is charged performance fees.

## **Item 7 Types of Clients**

We offer investment advisory services to a private investment fund and special purpose vehicle, high net worth individuals, pension and profit-sharing plans, trusts, estates and corporations. We also provide sub-advisory investment services to an outside, independent registered investment advisor.

We generally require a minimum account size of \$500,000 for separately managed accounts. We may waive this requirement in our discretion if, for example, you appear to have significant potential for increasing assets under our management. We will also house client accounts to meet the stated account minimum.

We generally require a minimum investment of \$250,000 for DaVinci Fund, LP, our private investment fund. Investors in DaVinci Fund, LP must be (i) "accredited investors," as defined in Rule 501 under the Securities Act of 1933, as amended (the "1933 Act"), and (ii) "qualified clients," as defined in Rule 205-3 under the Advisers Act. We may, in our sole discretion, accept lesser amounts and/or change the minimum investment requirement in the future. Investors in Carmel Art Block, LLC, a special purpose vehicle, must be "accredited investors," as defined in Rule 501 under the Securities Act of 1933, as amended (the "1933 Act").

Investors and prospective investors should refer to the DaVinci Fund, LP and Carmel Art Block, LLC offering documents for further information on minimum investment and investor qualification requirements.

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

### **Our Methods of Analysis and Investment Strategies**

Our investment philosophy is to identify investments in the public and private marketplace that trade at a significant discount or premium to their intrinsic value. Through disciplined fundamental research we construct detailed valuation models focusing on free cash flow as the primary yardstick with which we measure the investment's potential. We believe emphasizing positive absolute returns and maintaining a strong adherence to capital preservation are the two pillars for long-term investment success.

We may use one or more of the following methods of analysis or investment strategies when providing investment advice:

- **Fundamental Analysis** - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- **Long Term Purchases** - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- **Short Sales** - a securities transaction in which an investor sells securities he or she borrowed in anticipation of a price decline. The investor is then required to return an equal number of shares at some point in the future. A short seller will profit if the stock goes down in price.
- **Margin Transactions** - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan.
- **Option Purchases** - a derivative transaction that involves purchasing an option contract. An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor buys a call option, he or she has the right to purchase a specified number of shares at a specified price from the option seller if the buyer exercises the call option. When an investor buys a put option, he or she has the right to sell a specified number of shares at a specified price to the option seller if the buyer exercises the put option. The buyer pays a premium (the market price of the option at a particular time) to the seller in exchange for obtaining the call/put option.
- **Option Writing** - a derivative transaction that involves selling an option. When an investor sells a call option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the call option. When an investor sells a put option, he or she must purchase from the buyer a specified number of shares if the buyer exercises the put option. The seller obtains a premium (the market price of the option at a particular time) from the buyer in exchange for writing the option.

The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value.

Short selling presents special risks because there is no ceiling on how much a short seller can lose in a trade. The share price may keep going up and the short seller will have to pay whatever the prevailing stock price is to buy back the shares. In addition, a short seller has to undertake to pay the dividends on the borrowed securities as long as he/she chooses to keep his short position open.

Margin accounts present special risks because you can lose more money than you deposit in your account. Additionally, the custodian can force the sale of securities in your account and can sell securities without contacting you.

The trading of options may be highly speculative and may entail more risk than those present when investing directly in underlying securities. Prices of options are generally more volatile than prices of other types of investments. When trading in options, you may run the risk of losing the entire investment in a relatively short period of time. In more risky options strategies, an investor could theoretically have an unlimited risk of loss.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

We cannot offer any guarantees or promises that clients' investment goals and objectives will be met. Past performance is in no way an indication of future performance.

### **Recommendation of Particular Types of Securities**

As disclosed under the "Advisory Business" section in this Brochure, we invest in many types of securities and we do not purchase one particular type of security over another. It would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

Investors and prospective investors in our private investment fund should refer to the Fund's offering documents for a complete description of methods of analysis, investment strategies and risks associated with investing in the Fund.

Additionally, in relation to the private funds:

**Experience of and Reliance upon the General Partner.** Management of the Partnership, including the right to exercise control over the Partnership's investment decisions, is vested exclusively in the General Partner in accordance with the Partnership Agreement. The General Partner has authority to manage, control and operate the affairs and business of the Partnership and to make decisions in relation thereto, and will have broad discretion with respect to such matters. Limited Partners generally have no right or power to take part in the management of the partnership and, as a result, the investment performance of the partnership will depend entirely on the actions of the General Partner. Although the General Partner will monitor the performance of each portfolio company, it will primarily be the responsibility of each portfolio company's management team to operate such company on a day-to-day basis.

**Privacy/ Cybersecurity Risk.** The risk of actual and attempted cyber-attacks, including denial-of-service attacks, and harm to technology infrastructure and data from misappropriation or corruption, and reputation harm. Due to Carmel interconnectivity with third-party vendors, exchanges, clearing houses and other financial institutions, Carmel, and thus indirectly our clients, could be adversely impacted if any of them is subject to a successful cyber-attack or other information security event. Although Carmel takes protective measures and endeavors to modify them as circumstances warrant, its computer systems, software and networks may be vulnerable to unauthorized access, misuse,

computer viruses or other malicious code and other events that could have a security impact or render Carmel unable to transact business on behalf of clients.

## **Item 9 Disciplinary Information**

Carmel Capital Partners, LLC has been registered and providing investment advisory services since 2002. Neither our firm nor any of our management persons have any reportable disciplinary information.

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

As discussed in the Advisory Business section of this Brochure, we serve as General Partner to the DaVinci Fund, LP and Manager to Carmel Art Block, LLC. Investors and prospective investors should refer to DaVinci Fund's offering documents for a complete description of the risks, investment objectives and strategies, fees and other relevant information pertaining to investments in the DaVinci Fund and to Carmel Art Block, LLC's offering documents for relevant information.

Clients of our firm may also be investors in or solicited to invest in Davinci Fund, LP and/or Carmel Art Block, LLC and clients are hereby advised that our fees relating to DaVinci Fund, LP and Carmel Art Block, LLC are separate and apart from the advisory fees charged by our Firm for managing separate accounts.

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

### **Description of Our Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting Russell Silberstein at (858) 457-7544 or via e-mail at [russell@carmelcap.com](mailto:russell@carmelcap.com).

### **Participation or Interest in Client Transactions**

In circumstances where transaction costs may be saved, we may engage in cross transactions whereby securities are bought/sold between clients in order to primarily reduce transaction costs. Cross transactions could result in a conflict of interest between our firm and our clients because one client may be favored over another client. We have mitigated this conflict as cross transactions will be effected at the closing market price of the security on the day on which the cross transaction was executed. Client accounts involved in such cross trades will not pay any brokerage commissions or mark ups in connection with the trades but may pay customary transfer fees that are assessed through any unaffiliated broker dealers through which the trades are effected. We will not receive any compensation for effecting cross transactions.

Our Associated Persons have made an investment into the Davinci Fund, LP and Carmel Art Block, LLC discussed in this Brochure and therefore may have incentive to recommend DaVinci Fund, LP and Carmel Art Block, LLC over other investments.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("block trading"). Please refer to the "Brokerage Practices" section in this Brochure for information on our block trading practices.

A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities. All Associated Persons require written approval from our Chief Compliance Officer prior to any personal securities transaction.



## Item 12 Brokerage Practices

Our firm participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade") member FINRA/SIPC. TD Ameritrade offers independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Our firm receives some economic benefits from TD Ameritrade through our participation in this program. (Please see the disclosure under *Item 12, Brokerage Practices*, Additional Compensation below.). For the Davinci Fund, LP, we use the brokerage and custodial services of TD Ameritrade (as Prime Broker).

The following discussion summarizes the material aspects of our practices in selecting broker-dealers to execute client transactions.

### *Selection Criteria*

Although we are not required to consider any specific criteria, we generally seek "best execution" of securities transactions in light of the circumstances existing at the time individual transactions are executed. In evaluating a broker-dealer's ability to provide best execution, we consider a range of factors, including historical net prices (after markups, markdowns or other transaction-related compensation) on other transactions; the execution, clearance and settlement and error correction capabilities of the broker-dealer generally and in connection with securities of the type and in the amounts to be bought or sold; the broker-dealer's willingness to commit capital; the broker-dealer's reliability and financial stability; the size of the transaction; the availability of securities to borrow for short sales; the nature, quantity and quality of research or other products and services provided by the broker-dealer; and the market for the security.

The receipt of investment information from any broker-dealer executing transactions for our firm will not result in a reduction in our customary and normal research activities. Any such information received from broker-dealers as a consequence of the placement of brokerage business for certain clients may be used by our firm for the benefit of all of our clients. We are not obligated to obtain the lowest commission or best net price for an account on any particular transaction.

### *"Prime Brokerage," Custody, Clearing and Settling*

Our Private Investment Fund has a "prime brokerage" arrangement with a registered broker-dealer (the "Prime Broker"). Under this arrangement, the Prime Broker, among other things, (i) arranges for the receipt and delivery of securities bought, sold, borrowed and lent; (ii) makes and receives payments for securities; (iii) maintains custody of cash and securities; (iv) tenders securities in connection with tender offers, exchange offers, mergers or other corporate reorganizations; (v) provides detailed portfolio and related reports; (vi) and provides capital introduction services. We may cause the Fund to pay for custodial and related services in cash.

### **Allocation of Trades**

We may at times determine that certain securities will be suitable for acquisition by multiple clients. If that occurs, and we are not able to acquire the desired aggregate amount of such securities on terms and conditions which we deem advisable, we will endeavor in good faith to allocate the limited amount of such securities acquired among the various accounts for which we consider them to be suitable. We will attempt to allocate such trades on equal footing but may make such allocations among the accounts in any manner which we consider to be fair under the circumstances, including but not limited to allocations based on relative account sizes, the degree of risk involved in the securities acquired, and the extent to which a position in such securities is consistent with the investment policies and strategies of the various accounts involved.

## **Aggregation of Orders**

We may aggregate purchase and sale orders of securities held by clients with similar orders being made simultaneously for other accounts or entities if, in our reasonable judgment, such aggregation is reasonably likely to result in an overall economic benefit to clients based on an evaluation that clients will be benefited by relatively better purchase or sale prices, lower commission expenses or beneficial timing of transactions, or a combination of these and other factors. In many instances, the purchase or sale of securities for clients will be affected simultaneously with the purchase or sale of like securities for other accounts or entities. Such transactions may be made at slightly different prices, due to the volume of securities purchased or sold. In such event, the average price of all securities purchased or sold in such transactions may be determined, at our sole discretion, and clients may be charged or credited, as the case may be, with the average transaction price.

## **Trade Error Policy**

We have internal controls in place to prevent trade errors from occurring. On those occasions when such an error nonetheless occurs, we will use reasonable efforts to correct the error. We will endeavor to maintain a record of each trade error, including information about the trade and how such error was corrected or attempted to be corrected.

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade or adjusting an allocation. If a profit results from correcting the trade, all net gains (positive error accounts balances resulting from trade corrections) will be moved to a TD Ameritrade error account and subsequently donated to charity.

## **Soft Dollars**

Generally, in addition to a broker's ability to provide "best execution," we may also consider the value of "research" or additional brokerage products and services a broker-dealer has provided or may be willing to provide. This is known as paying for those services or products with "soft dollars." Because many of the services or products could be considered to provide a benefit to the firm, and because the "soft dollars" used to acquire them are client assets, the firm could be considered to have a conflict of interest in allocating client brokerage business: it could receive valuable benefits by selecting a particular broker or dealer to execute client transactions and the transaction compensation charged by that broker or dealer might not be the lowest compensation the firm might otherwise be able to negotiate. In addition, the firm could have an incentive to cause clients to engage in more securities transactions than would otherwise be optimal in order to generate brokerage compensation with which to acquire products and services.

The firm's use of soft dollars is intended to comply with the requirements of Section 28(e) of the Securities Exchange Act of 1934. Section 28(e) provides a "safe harbor" for investment managers who use commissions or transaction fees paid by their advised accounts to obtain investment research services that provide lawful and appropriate assistance to the manager in performing investment decision-making responsibilities. As required by Section 28(e), the firm will make a good faith determination that the amount of commission or other fees paid is reasonable in relation to the value of the brokerage and research services provided. That is, before placing orders with a particular broker, we generally determine, considering all the factors described below, that the compensation to be paid to TD Ameritrade is reasonable in relation to the value of all the brokerage and research products and services provided by TD Ameritrade. In addition, the Firm has a soft dollar agreement with State Street Bank. In making this determination, we typically consider not only the particular transaction or transactions, and not only the value of brokerage and research services and products to a particular client, but also the value of those services and products in our performance of our overall responsibilities to all of our clients. In some cases, the commissions or other transaction



fees charged by a particular broker-dealer for a particular transaction or set of transactions may be greater than the amounts another broker-dealer who did not provide research services or products might charge.

**Research and Brokerage Products and Services.** "Research" products and services we may receive from broker-dealers may include economic surveys, data, and analyses; financial publications; recommendations or other information about particular companies and industries (through research reports and otherwise); and other products or services (e.g., computer services and equipment, including hardware, software, and data bases) that provide lawful and appropriate assistance to the firm in the performance of its investment decision-making responsibilities. Consistent with Section 28(e), brokerage products and services (beyond traditional execution services) consist primarily of computer services and software that permit us to effect securities transactions and perform functions incidental to transaction execution. We generally use such products and services in the conduct of our investment decision making generally, not just for those accounts whose commissions may be considered to have been used to pay for the products or services.

**Other Uses and Products.** The firm may use some products or services not only as "research" and as brokerage (i.e., to assist in making investment decisions for clients or to perform functions incidental to transaction execution) but for our administrative and other purposes as well. In these instances, we make a reasonable allocation of the cost of the products and services so that only the portion of the cost that is attributable making investment decisions and executing transactions is paid with commission dollars and we bear the cost of the balance. Our interest in making such an allocation differs from clients' interest, in that we have an incentive to designate as much as possible of the cost as research and brokerage in order to minimize the portion that the firm must pay directly. **Mutual Fund Transactions.** Although shares of no-load mutual funds can be purchased and redeemed without payment of transactions fees, we may, consistent with our duty of best execution, determine to cause client accounts to pay transaction fees that may be higher than those obtainable from other broker dealers when purchasing shares of certain no-load mutual funds through TD Ameritrade in order to obtain "research". This research may not be used for the exclusive benefit of the clients who pay transaction fees in purchasing mutual fund shares. **Amount and Manner of Payment.** A broker-dealer through which the firm wishes to use soft dollars may establish "credits" arising out of brokerage business done in the past, which may be used to pay, or reimburse the firm for, specified expenses. In other cases, a broker-dealer may provide or pay for the service or product and suggest a level of future business that would fully compensate it. The actual level of transactional business the firm does with a particular broker-dealer during any period may be less than such a suggested level, but may exceed that level and may generate unused soft dollar "credits." We do not exclude a broker-dealer from receiving business simply because the broker-dealer has not been identified as providing soft dollar research products and services, although we may not be willing to pay the same commission to such broker-dealer as we would have paid had the broker-dealer provided such products and services.

## **Item 13 Review of Accounts**

### **Review of Accounts**

All accounts will be monitored continuously and reviewed periodically by Russell Silberstein, Managing Member, for overall adherence with the investment philosophy employed by our firm. Account holdings will also be reviewed at any time changing market conditions warrant.

### **Reports to Clients**

#### **Individually Managed Advisory Accounts**

Generally all investment reports are provided to clients at inception of the relationship and during each review cycle with the client, as mutually agreed. Additionally, clients will receive statements directly from the account custodian(s) on at least a quarterly basis.

### **Private Investment Funds**

We may provide DaVinci Fund, LP investors with a quarterly performance report and we will provide investors with annual audited financial statements. We may provide Carmel Art Block, LLC investors with quarterly reports detailing the value of the investors Capital Account and any distributions to investors and we will provide investors with annual audited financial statements.

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

### **Client Referrals**

We may compensate third parties for referring investors to DaVinci Fund, LP. We will pay such third parties a portion of the management and performance fee charged by us to the Fund and no sales charge, commission or placement fee will be charged to investors in the Fund.

We directly compensate non-employee (outside) consultants, individuals, and/or entities ("solicitors") for separately managed account referrals. In order to receive a cash referral fee from our firm, the solicitor must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a solicitor, you should have received a copy of this Disclosure Brochure along with a solicitor's Disclosure Statement at the time of the referral. If you become a client, the person that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client with our firm or until the solicitor's agreement is terminated. You will not pay additional fees because of this referral arrangement. Referral fees paid to the solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, the person making the referral has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements. We request that our solicitors disclose to you whether multiple referral relationships exist and that comparable services may be available from other advisers for lower fees and/or where the Solicitor's compensation is less favorable.

### **Additional Compensation**

As disclosed In Item 12 above, we participate in TD Ameritrade's institutional customer program and we may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to our clients, although we receive economic benefits through our participation in the program that are typically not available to TD Ameritrade's retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our clients; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to our client accounts); the ability to have our fees deducted directly from our clients' accounts; access to an electronic communications network for order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to our firm by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our associated persons and may also pay or reimburse expenses (including travel, lodging, meals and

entertainment), expenses for our personnel to attend conferences or meetings relating to the program or to TD Ameritrade's advisor custody and brokerage services generally. Some of the products and services made available by TD Ameritrade through the program may benefit our accounts but may not benefit our client accounts. These products or services may assist our firm in managing and administering our client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help our firm manage and further develop our business enterprise.

The benefits described above under this additional compensation section which are received by our firm or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to our clients, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by our firm or associated persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

## **Item 15 Custody**

We directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent qualified custodian. You will receive account statements from the independent qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. You should compare the account statement received from the custodian with any statements you receive from us to reconcile the information reflected on each statement.

In our capacity as general partner to the DaVinci Fund, LP, and as Manager to Carmel Art Block, LLC, we have legal access to DaVinci Fund, LP and Carmel Art Block, LLC assets, and therefore have custody over such assets. We provide each investor in DaVinci Fund, LP and Carmel Art Block, LLC with audited annual financial statements. Associated persons of our firm may serve as Trustee on certain client accounts which will result

If you have a question regarding your custodial statement or did not receive your statement and/or you are an investor in DaVinci Fund, LP or Carmel Art Block, LLC and have questions regarding the financial statements or did not receive a copy, please contact Russell Silberstein at (858)457-7544 or via e-mail at [russell@carmelcap.com](mailto:russell@carmelcap.com).

Mr. Russell Silberstein may serve as trustee to certain clients to whom we provide investment advisory services. Mr. Silberstein's capacity as trustee gives our firm custody over the advisory accounts for which he serves as trustee. These accounts will be held with a bank, broker-dealer, or other qualified custodian and are subject to an annual surprise examination by an independent accountant. If Mr. Silberstein is trustee for any of your advisory accounts, you will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. You should carefully review account statements for accuracy.

## **Item 16 Investment Discretion**

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and the appropriate trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s), the broker-dealer to be used and the commission rates to be paid for separately managed accounts without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to the *Advisory Business* section in this brochure for more information on our discretionary management services.

For non-discretionary accounts, we will either obtain your approval prior to executing transactions or for accounts/assets which are not held with TD Ameritrade, we will make recommendations to you and it shall be your responsibility to implement any recommendations. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

In addition to using broker-dealers as agents and paying commissions, we may cause clients to buy or sell securities directly from or to broker-dealers acting as principal (such as market-makers for over-the-counter securities) at prices that include markups or markdowns, and may buy securities from underwriters or broker-dealers in public offerings at prices that include compensation to the underwriters or broker-dealers.

## **Item 17 Voting Client Securities**

### **Proxy Voting**

We vote proxies related to securities held by any client in a manner solely in the interest of the client. We consider only those factors that relate to the client's investment, including how our vote will economically impact and affect the value of the client's investment. Proxy votes generally will be cast in favor of proposals that maintain or strengthen the shared interests of shareholders and management, increase shareholder value, maintain or increase the rights of shareholders; proxy votes generally will be cast against proposals having the opposite effect. In voting on each and every issue, we will vote in a prudent and diligent fashion and only after a careful evaluation of the issue presented on the ballot.

Clients may request a copy of our complete proxy voting policy, or a copy of how any issue was voted at any time by contacting Russell Silberstein at (858)457-7544 or via e-mail at [russell@carmelcap.com](mailto:russell@carmelcap.com).

Except in the case of a conflict of interest as described below, we do not accept direction from clients on voting a particular proxy.

Conflicts of interest between you and our firm, or a principal of our firm, regarding certain proxy issues could arise. If we determine that a material conflict of interest exists, we will take the necessary steps to resolve the conflict before voting the proxies. For example, we may disclose the existence and nature of the conflict to you, and seek direction from you as to how to vote on a particular issue; we may abstain from voting, particularly if there are conflicting interests for you (for example, where your account(s) hold different securities in a competitive merger situation); or, we will take other necessary steps designed to ensure that a decision to vote is in your best interest and was not the product of the conflict.

### **Class Action Lawsuits**

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

## **Item 18 Financial Information**

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you.

## **Item 19 Additional Information**

### **Privacy Policy**

We have adopted a privacy policy that explains the manner in which our firm and the Fund (collectively, "us" or "we") collect, utilize and maintain nonpublic personal information about clients and investors in the Fund (collectively "Clients" for this section only), as required under federal legislation.

Collection of Information and Disclosure of Nonpublic Personal Information:

To provide Clients with superior service, we may collect several types of nonpublic personal information about Clients, including:

- Information from forms that Clients may fill out, such as subscription forms, questionnaires and other information provided by Clients in writing, in person, by telephone, electronically or by any other means. This information includes name, address, nationality, tax identification number, and financial and investment qualifications;
- Information Clients may give orally;
- Information about transactions within us, including account balances, investments and withdrawals;
- Information about the amount Clients have invested, such as initial investment and any additions to and withdrawals from a capital account; and
- Information about any bank accounts Clients may use for transfers to or from managed accounts.

We do not sell or rent Client information. We use this information to conduct business with our Clients; to develop or enhance its products and services; to understand the financial needs of our Clients so that we can provide such Clients with quality products and superior service; and to protect and administer our Clients' records, accounts and funds. We do not disclose nonpublic personal information about our Clients to nonaffiliated third parties or to affiliated entities, except as permitted or required by law. For example, we may share nonpublic personal information in the following situations:

- To service providers in connection with the administration and servicing of Carmel Capital Partners, LLC and/or the Fund, which may include attorneys, accountants, auditors and other professionals. We may also share information in connection with the servicing or processing of the Fund's transactions;
- To affiliated companies in order to provide Clients with ongoing personal advice and assistance

with respect to the products and services Clients have purchased through us and to introduce Clients to other products and services that may be of value to such Clients;

- To respond to a subpoena or court order, judicial process or regulatory authorities;
- To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities; and
- Upon consent of a Client to release such information, including authorization to disclose such information to persons acting in a fiduciary or representative capacity on behalf of the Client.

*Protection of Information:*

Our policy is to require that all employees, financial professionals and companies providing services on our behalf keep Client information confidential.

We maintain safeguards that comply with federal standards to protect Client information. We restrict access to the personal and account information of Clients to those employees who need to know that information in the course of their job responsibilities. Third parties with whom we share Client information must agree to follow appropriate standards of security and confidentiality.

Our privacy policy applies to both current and former Clients. We may disclose nonpublic personal information about a former Client to the same extent as for a current Client.

*Changes to Privacy Policy:*

We may make changes to our privacy policy in the future. We will not make any change affecting an individual without first sending that individual a revised privacy policy describing the change.