

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
Fax (928) 344-1213
info@invictafg.com
www.invictafg.com

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

Version Date: 04/28/2020

Item 2: Material Changes

The material changes in this brochure from the last annual updating amendment of BDT & Associates, Inc. on March 29, 2019 are described below. Material changes relate to BDT & Associates, Inc.'s policies, practices or conflicts of interests.

- The firm has updated its service, fee, and conflict of interest descriptions.
- The firm has disclosed Invicta Financial Group as a d/b/a.
- The firm transitioned from the SEC to state registration in AZ and CA.
- The firm has transitioned to registration with the United States Securities and Exchange Commission from its prior registration at the state level.

Item 3: Table of Contents

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

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 and formed in June 2007. BDT became an RIA in June 2017. The owners of BDT are Barry Todd and Kimberly Davis.

B. Types of Advisory Services

Financial Planning Services

BDT provides ongoing financial planning services based on the individual goals, objectives, time horizon, and risk tolerance of each client. Specifically, BDT offers a one-time financial plan and, for clients that choose to engage BDT on an ongoing basis, one of three ongoing service levels.

One-Time Planning

BDT will meet with a prospective client, free of charge, to review the individual’s financial situation and determine with the prospective client whether BDT’s services would be a fit for each party. If the parties decide to pursue a working relationship, then the client would pay BDT’s fee (see Item 5) in order for BDT to work with the client in providing a detailed financial plan – the One-Time Planning. This financial plan may include, but is not necessarily limited to:

- Portfolio review and evaluation
- Investment Planning
- Risk Management
- Tax Projection, Planning & Integration
- Retirement Planning
- Education Planning
- Cash Flow Analysis
- Budgeting
- Debt /Credit Management

Ongoing Financial Planning

Clients who want an ongoing financial planning relationship following the one-time financial plan engagement (described above) can choose from one of BDT’s three levels of wealth management services described below.

1. Wealth Management Services include the following:

- A. **Financial Plan:** Annually, we will review your financial plan focusing on your values, updating your goals and benchmarking your progress.
- B. **Implementation Plan:** Annually, we will provide an updated implementation plan summarizing your financial plan into a chronological list of actions required to assist you stay on track with your financial plan over the years.
- C. **Progress Reports:** Every trimester (3 times a year), we will deliver a progress report designed to show you your progress toward your goals. This is in addition to the custodian statement(s) that will be provided to you by mail or online.
- D. **Growth of Assets:** Annually, we will conduct an asset structure and strategy review. The goal of this discussion is to give you the “Big Picture” about your financial situation, and summarize the strategy required.
- E. **Income Tax Planning:** During Progress Meeting 3, we will facilitate income tax projection & planning to: 1) eliminate tax liability surprises, and 2) develop strategies to reduce tax liability.
- F. **Income Tax Preparation:** Annually, we will facilitate and assist in the preparation of your annual taxes in coordination with the accountant. (There will be additional fees required.)
- G. **Estate Planning:** As needed, we will coordinate and facilitate the review and update of your Estate Plan ensuring you assets have the highest probability of transferring to the next generation. (There will be additional fees required).
- H. **Goals:** We will proactively develop strategies for each goal and hold you accountable for taking the necessary steps to accomplish your goals.
- I. **Cash and Debt Management:** We will develop strategies to reduce and eliminate your debt over time on a schedule that works for you as well as plan to establish adequate cash reserves to handle any emergencies.
- J. **Insurance Review:** Annually, we will review your insurance requirements answering three questions to ensure your portfolio stays in balance: 1) do you need the insurance at all, 2) what is the appropriate amount of insurance required, and 3) is it the appropriate type.

2. Wealth Management Select Plus Services include the following:

- A. **Financial Plan:** Annually, we will review your financial plan focusing on your values, updating your goals and benchmarking your progress.
- B. **Implementation Plan:** Annually, we will provide an updated implementation plan summarizing your financial plan into a chronological list of actions required to assist you stay on track with your financial plan over the years.
- C. **Progress Reports:** Every trimester (3 times a year), we will deliver a progress report designed to show you your progress toward your goals. This is in addition to the custodian statement(s) that will be provided to you by mail or online.
- D. **Growth of Assets:** Annually, we will conduct an asset structure and strategy review. The goal of this discussion is to give you the “Big Picture” about your financial situation, and summarize the strategy required.

- E. **Income Tax Planning:** During Progress Meeting 3, we will facilitate income tax projection & planning to: 1) eliminate tax liability surprises, and 2) develop strategies to reduce tax liability.
- F. **Estate Planning:** As needed, we will coordinate and facilitate the review and update of your Estate Plan ensuring you assets have the highest probability of transferring to the next generation. (There will be additional fees required).
- G. **Goals:** We will proactively develop strategies for each goal and hold you accountable for taking the necessary steps to accomplish your goals.
- H. **Insurance Review:** Annually, we will review your insurance requirements answering three questions to ensure your portfolio stays in balance: 1) do you need the insurance at all, 2) what is the appropriate amount of insurance required, and 3) is it the appropriate type.

3. **Wealth Management Select Services** include the following:

- A. **Financial Plan:** Annually, we will review your financial plan focusing on your values, updating your goals and benchmarking your progress.
- B. **Implementation Plan:** Annually, we will provide an updated implementation plan summarizing your financial plan into a chronological list of actions required to assist you stay on track with your financial plan over the years.
- C. **Progress Reports:** Every trimester (3 times a year), we will deliver a progress report designed to show you your progress toward your goals. This is in addition to the custodian statement(s) that will be provided to you by mail or online.
- D. **Estate Planning:** As needed, we will coordinate and facilitate the review and update of your Estate Plan ensuring you assets have the highest probability of transferring to the next generation. (There will be additional fees required).
- E. **Goals:** We will proactively develop strategies for each goal and hold you accountable for taking the necessary steps to accomplish your goals.
- F. **Insurance Review:** Annually, we will review your insurance requirements answering three questions to ensure your portfolio stays in balance: 1) do you need the insurance at all, 2) what is the appropriate amount of insurance required, and 3) is it the appropriate type.

Financial Advisory Services via Selection of Other Advisers

For ongoing management of investment portfolios, BDT directs clients to third party investment adviser. BDT works in conjunction with the third party adviser to find a portfolio that meets the client's risk tolerance, goals, and time horizon. Specifically, BDT assesses the client's current financial situation, reviews client financial documents, works with the client to determine risk tolerance and objectives, and meets with the client to clarify any issues in order to determine an appropriate allocation for the client's investment profile. The third party adviser handles asset selection based on the client profile and clients should read the Form ADV Firm Brochure for the applicable third party adviser. BDT will work with the client to review the investing profile and allocation on a periodic basis; clients are encouraged to contact BDT if they have any questions about

their investments or relationship with the third party 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.

California Disclosure

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 affect the transaction through the investment adviser.

Services Limited to Specific Types of Investments

BDT may recommend various securities 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 will 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: |
|------------------------|----------------------------|-------------------|
| \$0.00 | \$104,000,000.00 | December 31, 2019 |

Item 5: Fees and Compensation

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

The fees enumerated in this Item 5 for Financial Planning services and Selection of Other Adviser services exceed the industry norm of 2.0%. Comparable services may be found at a lower fee basis elsewhere.

A. Fee Schedule

Fees for Financial Planning

One-Time Financial Plan

The One-Time Planning Fee for financial plan is up to **1.5% of gross annual income** (the amount of money a person earns in one year from all sources before taxes) for the client in the prior year. This is a one-time planning fee that covers the building of the client's plan, as well as discussion of the recommended action for implementation (known as a Written Financial Action Plan) for the remainder of the current calendar quarter plus the next full calendar quarter.

Example: Client's gross annual income is \$125,000.00/year. BDT can charge up to 1.5% of gross annual income for the "One-Time Planning Fee," which would amount to a one-time advisory fee of \$1,875.00.

BDT collects the One-Time Planning Fee in advance. The fee is negotiable based on the complexity of the plan, with BDT personnel having latitude to discount the client based on a number of other factors – such as current debt load, amount in savings, etc. The client and BDT agree on the final fee by signing the financial planning agreement.

Ongoing Financial Planning

Clients who want an ongoing financial planning relationship choose from one of BDT's three levels of wealth management services described below.

1. Wealth Management Services – annual fee is 0% - 3.0% of client's gross annual income

2. Wealth Management Select Plus Services – annual fee is up to 2.5% of client's gross annual income

3. Wealth Management Select Services – annual fee is up to 2.0% of client's gross annual income

Since the One-Time Planning Fee covers the remainder of the current calendar quarter plus the next full calendar quarter, ongoing wealth management services commence after that, meaning the second full calendar quarter after the initial one-time financial planning engagement started. Since the client is never charged more than two quarters of wealth management services fees in the first year, the BDT's cumulative advisory fee for financial planning will not exceed 3% in any given year. The quarterly advisory fee for ongoing wealth management services is payable quarterly in arrears.

Example: Client's gross annual income is \$125,000.00/year. BDT can charge 0% - 3.0% of client's gross annual income for the "Wealth Management Service" fee, which would amount to \$3,750.00 annually (\$937.50 quarterly in arrears starting the second full calendar quarter after the initial one-time financial planning engagement started).

If the client was charged 1.5% of client's gross annual income for the "One-Time Planning Fee" (\$1,875.00) for the initial quarter and the following quarter + the quarterly "Wealth Management Service" fee (\$937.50) for the remaining two calendar quarters in the year, then BDT's aggregate financial planning fee would be equal to (but would never exceed) 0% - 3.0% of the client's gross annual income for that initial year (\$3,750.00 financial planning fee for a client with \$125,000.00/year). Thereafter, the annual fee would be equal to 0% - 3.0% of gross annual income (again, \$3,750.00 financial planning fee for a client with \$125,000.00/year).

The fee for each service level is negotiable, with BDT personnel having latitude to discount the client based on a number of other factors – such as current debt load, amount in savings, loss of employment, etc. The client and BDT agree on the final fee by signing the financial planning agreement. For ongoing wealth management services, this engagement will continue until termination by either party by giving to the other written notice.

Fees for Financial Advisory Services via Selection of Other Advisers

BDT directs clients to third party investment advisers, specifically Howard Capital Management (CRD# 118070 / SEC# 801-69763) and American Trust Retirement, a division of American Trust & Savings Bank.

Howard Capital Management

| Total Assets | Total Annual Advisory Fee |
|--------------|---------------------------|
| All Assets | Up to 2.20% * |

** BDT and Howard Capital Management typically share this fee equally. While certain types of accounts differ in the portion of fees paid to each advisory firm, the aggregate advisory fee paid by the client does not differ.*

American Trust Retirement

| Total Assets | Total Annual Advisory Fee |
|--------------|---------------------------|
| All Assets | Up to 1.90% * |

** BDT and American Trust Retirement typically share this fee equally. While certain types of accounts differ in the portion of fees paid to each advisory firm, the aggregate advisory fee paid by the client does not differ.*

These advisory fees are negotiable, will not exceed any limit imposed by any regulatory agency, and are calculated using the value of the assets in the account on the last business day of the prior billing period. The notice of termination requirement and payment of fees for third party investment advisers will depend on the specific third party adviser selected.

B. Payment of Fees

Payment of Fees for Financial Planning

The One-Time Planning Fee is payable in advance via check, whereas BDT's advisory fee for ongoing wealth management services is payable quarterly in arrears via ACH debit from the client's checking or savings accounts.

Payment of Fees for Financial Advisory Services via Selection of Other Advisers

Asset-based fees for management of securities portfolios are withdrawn directly from the client's accounts with client's written authorization by the third party adviser, which in turn remits to BDT its portion of the advisory fee. Fees are payable monthly in advance.

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 - Refunds

Refund Policy for Financial Planning

This One-Time Planning Fee is paid in advance and non-refundable after 5 days from signing financial planning agreement. For one-time financial planning engagements if

terminated within the first 5 days a refund will be returned within 14 days to the client via check upon BDT's receipt of client's written notification of termination.

BDT's advisory fee for ongoing wealth management services are generally not subject to refund, as these are paid in arrears.

Refund Policy for Financial Advisory Services via Selection of Other Advisers

For asset-based fees paid in advance to third party managers, the fee refunded will be generally be calculated as a prorated portion of the billing period in which termination is effected, subject to the policies of the applicable third-party adviser. The third- party adviser, rather than BDT, handles these refunds.

E. Outside Compensation for the Sale of Securities to Clients

Certain BDT personnel, in their outside business activity as insurance agents, are licensed to accept compensation for the sale of insurance products to BDT clients. This presents a conflict of interest and gives the supervised person an incentive to recommend products based on the compensation received rather than on the client's needs.

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. Any conflict of interest will be discussed with client and documented in client relation management system as well as included in the investment Advisory agreement(s).

BDT itself does *not* receive commissions, as any insurance agent activities of its personnel are conducted outside of the advisory firm.

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

Howard Capital Management has a minimum requirement of \$2,500 to \$500,000 based on the platform. American Trust Retirement does not have a minimum requirement to open or maintain an account.

There are no minimum fees for financial planning.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

BDT relies on third party money managers methods of analysis that may use 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

Barry Todd was assaulted in 2014 and had to defend himself. This incident, in which he was merely and justifiably defending his self, resulted in Mr. Todd being charged with attempted first degree attempted murder and two counts of aggravated assault. The entire incident was on video and subsequently dismissed due to self-defense in accordance with

Arizona Revised Statutes and lack of probable cause. As of May 2016 the status is final. All information has been disclosed to the SEC and is noted in BrokerCheck.

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.

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 Adviser

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 Adviser 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 with Northstar Funding Partners, 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 D. Todd is a licensed insurance agent of Barry D. Todd, Sole Proprietor since March 2002. He is an independent insurance agent that sells and services for P&C, Health and life insurance.

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 D. 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 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 and has no custody or control over client funds. Clients should be aware that these services do not involve a possible conflict of interest. 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. Barry Douglas Todd receives \$15,000 in compensation yearly for this activity and spends 1 -2 hours per month on this activity.

BDT 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 utilize the services of any representative of BDT in connection with such individual's activities outside of BDT. 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 directs clients to third party investment advisers. 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. 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 third party investment advisers are properly licensed, notice filed, or exempt in the states where BDT is recommending the adviser to clients.

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 BDT nor its representatives will trade in securities that BDT also recommends to clients.

This presents a conflict of interest in that BDT or its related persons may receive more compensation from investment in a security in which BDT or a related person has a material financial interest than from other investments. Client approval will be sought for client investment in such recommendations and, if granted, such approval will be binding. BDT always acts in the best interest of the client consistent with its fiduciary duties and clients are not required to invest in such investments if they do not wish to do so.

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 will not recommend custodians, receive research, products, or other non-execution services from a third party in connection with client securities transactions ("soft dollar benefits"), or receive referrals from a third party in exchange for using that third party.

BDT will never charge a premium or commission on transactions. However, clients should be aware that the custodian will impose additional charges.

Since it does not trade client accounts, BDT does not require clients to use a specific broker-dealer to execute transactions, though third party adviser may recommend or select particular custodians or broker-dealers. Not all advisers require their clients to direct brokerage.

B. Aggregating (Block) Trading for Multiple Client Accounts

BDT does not buy or sell the securities on behalf of any client.

Item 13: Review of Accounts

A. Frequency and Nature of Periodic Reviews

All client accounts for BDT's advisory services provided on an ongoing basis – both (a) the different levels of Wealth Management Services and (b) Financial Advisory Services via Selection of Other Advisers - 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 one-time financial planning engagements 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 and conclusion of the following calendar quarter, there are no further reports

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 for clients with ongoing services 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 one-time financial plans, BDT's services will generally conclude after delivery of the financial plan, once the following calendar quarter concludes.

C. Content and Frequency of Regular Reports Provided to Clients

Clients with one of the ongoing Wealth Management Services levels ongoing services will receive updated financial planning documentation.

Accounts utilizing Financial Advisory Services via Selection of Other Advisers will receive reports according to the third party adviser's practices, along with custodial statements.

Each one-time 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 to Clients

As discussed herein, BDT directs clients to third party investment advisers, specifically Howard Capital Management (CRD# 118070 / SEC# 801-69763) and American Trust Retirement, a division of American Trust & Savings Bank. BDT may receive any economic benefit, directly or indirectly from any third party for advice rendered to BDT clients. For additional information regarding the third party adviser relationship and compensation, please see Items 4, 5, and 10 of this brochure and the applicable third party adviser's own Firm Brochure.

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. Custody of client's accounts is held primarily at the client's custodian. Clients will receive account statements from the custodian and should carefully review those statements.

Item 16: Investment Discretion

BDT does not have discretion over client accounts at any time.

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 \$1,200 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure.

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.