

**Form ADV Part 2A: Appendix 1**  
*Wrap Fee Program Brochure*

**AdvisorNet Wealth Management**

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This brochure provides information about the qualifications and business practices of AdvisorNet Wealth Management (AWM). If you have any questions about the contents of this brochure, please contact us at (612) 347-8600 or [wealthmanagement@advisornet.com](mailto:wealthmanagement@advisornet.com). (See last page for additional contact information.) 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 AdvisorNet Wealth Management is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

References herein to AdvisorNet Wealth Management as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

## Item 2 Material Changes

Since the last annual update to this Disclosure Brochure, dated 5/13/2020, AdvisorNet revised trade names in association with the services set forth in this Brochure (see Item 6).

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## Item 4 Services, Fees and Compensation

### INVESTMENT MANAGEMENT SERVICES

The client can determine to engage AdvisorNet to provide discretionary and/or non-discretionary investment management services on a wrap fee basis. If a client determines to engage AdvisorNet on a wrap fee basis, the client will pay a single fee for bundled services (i.e., investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon each client's particular need. The fees charged, and method for calculation of those fees, will be stipulated within each client's investment management agreement.

### ADVISORNET WEALTH MANAGEMENT WRAP FEE PROGRAM

AdvisorNet is the sponsor and investment manager of the AdvisorNet Wealth Management Wrap Program (hereinafter the "Program"). Under the Program, AdvisorNet is able to offer participants discretionary and/or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. (i.e., all such costs are "wrapped" together.) The current annual Program fee is negotiable and is based upon a percentage (%) of the market value of the assets placed under AdvisorNet's management.

If AdvisorNet manages a client account under the Program on a discretionary basis, AdvisorNet shall be provided with written authority to determine the timing of transactions in addition to the type and amount of securities to be bought or sold. Any limitations on this discretionary authority shall be included in the written agreement between each client and AdvisorNet. Clients may change/amend these limitations, in writing, at any time. The client shall have reasonable access to one of AdvisorNet's investment professionals to discuss their account.

Charles Schwab & Co. ("*Schwab*"), Pershing Advisor Solutions LLC ("*Pershing*"), Fidelity Clearing & Custody Solutions ("*Fidelity*"), and TD Ameritrade Institutional ("*TD*") as the case may be, will generally serve as the custodian for Program accounts and, as such, will charge transaction/execution costs for equities transactions. **Please note:** Since such costs will be paid by AdvisorNet to *Schwab*, *TD*, *Fidelity*, or *Pershing*, and such funds will come out of Program fees, a potential disincentive to trade securities may be presented.

**Fee Calculation:** The fee charged is calculated as described below and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client. Program fees may be based upon the total value of assets averaged over a definite period, or as of definite dates, or taken as of a specific date. The advisor and the client

will determine the method for fee calculation choosing between flat fee, floating flat, tiered (blended) fee, or fixed flat fee basis as described below:

1. A fixed flat fee is a fixed annual dollar amount.
2. A flat fee rate is calculated based on a fixed percentage of all assets under management.
3. A floating flat rate – as the portfolio value reaches each threshold in the client's fee schedule table, all assets are charged the successively lower percentages, and
4. A tiered fee - as the portfolio value reaches each threshold in the client's fee schedule table, the assets above each threshold are charged successively lower percentages.

**Fee Payment:** AdvisorNet's annual investment management fees will generally be prorated as applicable and paid quarterly, in advance or arrears, as indicated in the *Investment Management Agreement* between AdvisorNet and the client, and in all amendments thereto. Fees paid in advance are based upon the market value of the assets on the last business day of the previous quarter. For partial initial quarters, fees for such accounts are paid in arrears. Fees paid in arrears are based upon either the average daily balance (portfolio value) of the account assets during the previous quarter, or the market value of the account assets as of more specific dates (generally dates of deposit and/or quarter-end dates), as determined, and consistently applied, by AdvisorNet in regard to all similarly situated clients. The *Investment Management Agreement* between AdvisorNet and the client will continue in effect until either party terminates it by providing written notice in accordance with the terms of the *Investment Management Agreement*. Upon termination, AdvisorNet will refund the pro-rated portion of the advanced management fee paid based upon the number of days remaining in the billing quarter. **Note:** AdvisorNet's Chief Compliance Officer is available to address any questions that a client or prospective client may have regarding AdvisorNet's billing policies and methodologies.

**Termination of Advisory Relationship:** A client agreement may be canceled at any time, by either party, for any reason upon receipt of prior written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable. The client has the right to terminate an agreement without penalty within five (5) business days after entering into the agreement.

## MISCELLANEOUS

**Client Responsibilities:** In performing any of its services, AdvisorNet shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Furthermore, unless the client indicates to the contrary in writing, AdvisorNet shall assume that there are no restrictions on its services, other than to manage the account in accordance with the client's investment objective. Moreover, it remains each client's responsibility to promptly notify AdvisorNet if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising AdvisorNet's previous recommendations and/or services.

**Please Note: Investment Performance:** As a condition to participating in the Program, the participant **must** accept that past performance may not be indicative of future results, and understand that the future performance of any specific investment or investment strategy (**including** the investments and/or investment strategies purchased and/or undertaken by AdvisorNet) **may not:** (1) achieve their intended objective; (2) be profitable; or (3) equal historical performance level(s) or any other performance level(s).

Participation in the Program may cost more or less than purchasing such services separately. In addition, the Program fee charged by AdvisorNet for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

Depending upon the percentage wrap-fee charged by AdvisorNet, the amount of portfolio activity in the client's account, and the value of custodial and other services provided, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately and/or if AdvisorNet were to negotiate transaction fees and seek best price and execution of transactions for the client's account.

The Program's wrap fee does not include certain charges and administrative fees, including but not limited to, transaction charges (including mark-ups and mark-downs) resulting from trades effected through or with a broker-dealer other than Schwab, TD, Fidelity, or Pershing, transfer taxes, odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts. Such fees and expenses are in addition to the Program's wrap fee and are oftentimes embedded in the price of the security.

AdvisorNet's related persons who recommend the AdvisorNet Wrap Program to clients do not receive compensation as a result of a client's participation in the Program.

**Wrap Program-Conflict of Interest.** As discussed above, AdvisorNet provides services on a wrap fee basis as a wrap program sponsor. Under AdvisorNet's wrap program, the client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the client more or less than purchasing such services separately. As also indicated above, the Program fee charged by AdvisorNet for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs. Because wrap program transaction fees and/or commissions are being paid by AdvisorNet to the account custodian/broker-dealer, AdvisorNet could have an economic incentive to minimize the number of trades in the client's account. AdvisorNet's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding a wrap fee arrangement and the corresponding conflict of interest a wrap fee arrangement may create.

To conduct its everyday business, AdvisorNet may enter into service agreements with third party firms to provide various technology and administrative services for your account. These services include, but may not be limited to, transaction processing, account maintenance and performance reporting. Such third-party firms include custodians, broker-dealers, and companies which provide portfolio reporting and rebalancing services. Clients' account data and other nonpublic personal information may be shared with, between, and/or by such third-party firms (See AdvisorNet's *Privacy Notice*).

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

AdvisorNet's clients shall generally include individuals, trusts and for-profit and non-profit business entities. These entities may include, but may not be limited to, qualified plans, corporations and other business entities. AdvisorNet does not generally require an annual minimum fee or asset level for clients to open or maintain a Program account. AdvisorNet, in its sole discretion, may charge a lesser investment management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

**Please Note:** As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. AdvisorNet's Chief Compliance Officer remains available to address any questions that a client may have regarding its advisory fee schedule.

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

- A. AdvisorNet acts as the portfolio manager for the Program. As such, AdvisorNet and its representatives have day-to-day responsibility for the active discretionary and/or non-discretionary management of the Program assets.
- B. Because AdvisorNet acts as the portfolio manager for the Program, in as much as the execution costs for transactions effected in the client account will be paid by AdvisorNet, a potential conflict of interest arises in that AdvisorNet may have a disincentive to trade securities in the client account. In addition, the amount of compensation received by AdvisorNet as a result of the client's participation in the Program may be more than what AdvisorNet would receive if the client paid separately for investment advice, brokerage and other services.
- C. As discussed below, AdvisorNet also offers to its clients discretionary and non-discretionary investment management services, and, to the extent specifically requested by a client, financial planning and related consulting services.

### **ADVISORY BUSINESS SERVICES**

#### **Investment Management Services**

The client can determine to engage AdvisorNet to provide discretionary and/or non-discretionary investment management services on a wrap or non-wrap fee basis. If the client determines to engage AdvisorNet on a non-wrap fee basis, the client will select individual services on an unbundled basis, paying for each service separately (i.e., investment advisory, brokerage, custody, etc.).

**AdvisorNet Wealth Management Wrap Fee Program**

AdvisorNet provides investment management services on a wrap fee basis in accordance with the Program. Under the Program, AdvisorNet is able to offer participants discretionary and/or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee is negotiable and is based upon a percentage (%) of the market value of the assets placed under AdvisorNet's management, which fee shall not exceed 2.75% as follows:

Portfolio Value		Annual Fee Schedule	
	From	To	Standard Fee %
First	\$ Zero	\$ 250,000	2.75%
Next	\$ 250,001	\$ 500,000	2.50%
Next	\$ 500,001	\$ 1,000,000	2.25%
Next	\$ 1,000,001	\$ 5,000,000	2.00%
Next	\$ 5,000,001	Over	2.00%

**Please Note:** The above investment management fees are tiered (blended): as the portfolio value reaches each threshold in the above table, the assets above that threshold are charged successively lower percentages.

The fees charged and method for calculation will be stipulated within each client's investment management agreement.

**Please Note: Wrap Program Conflict.** Participation in the Program may cost more or less than purchasing such services separately. The fee that we charge for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs. Conflict of Interest. When managing a client's account on a wrap fee basis, we shall receive as payment for our investment advisory services, the balance of the wrap fee after all wrap-fee costs (including account transaction fees) have been deducted. Accordingly, we have a conflict of interest because we could have an economic incentive to maximize our compensation by seeking to minimize the number of transactions/total costs in the client's account. AdvisorNet's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the corresponding conflict of interest a wrap fee arrangement may create.

**Please Note: Non-Discretionary Service Limitations.** Clients that determine to engage AdvisorNet on a non-discretionary investment management basis **must be willing to accept** that AdvisorNet cannot effect any account transactions without obtaining prior verbal consent from the client as to the purchase or sale of a definitive amount of a particular security. Thus, in the event of a market correction during which the client is unavailable, AdvisorNet will be unable to effect any account transactions (as it would for its discretionary clients) **without first obtaining the client's verbal consent.**

**Independent Managers.** AdvisorNet may allocate (and/or recommend that the client allocate) a portion of a client's investment assets among unaffiliated independent investment managers in accordance with the client's designated investment objective(s). In such situations, the Independent Manager[s] shall have day-to-day responsibility for the active discretionary management of the allocated assets. AdvisorNet shall continue to render investment advisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors which AdvisorNet shall consider in recommending Independent Manager[s] include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. Please Note: The investment management fee charged by the Independent Manager[s] is separate from, and in addition to, AdvisorNet's advisory fee (including the wrap advisory fee) as set forth in the fee schedule at Item 5 below.

**Please Note: Use of Mutual Funds:** Most mutual funds are available directly to the public. Thus, a prospective client can obtain many of the mutual funds that may be recommended and/or utilized by AdvisorNet independent of engaging AdvisorNet as an investment advisor. However, if a prospective client determines to do so, he/she will not receive AdvisorNet's initial and ongoing investment advisory services. Separate Fees: All mutual funds (and exchange traded fund) impose fees at the fund level (e.g. management fees and other fund expenses). All mutual fund fees are separate from, and in addition to, AdvisorNet's advisory fee as described at Item 5 below. AdvisorNet's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above.

### **Retirement Plan and Participant Consulting (Stand-Alone)**

In addition to providing investment management services for a client's qualified plan account as part of an investment management agreement, as described above, AdvisorNet provides other non-discretionary qualified plan/pension consulting services on a stand-alone, separate fee basis. These services include assisting sponsors of self-directed retirement plans in various ways, including but not limited to, the selection and/or monitoring of investment alternatives (generally open-end mutual funds) from which plan participants choose in self-directing the investments for their individual plan retirement accounts. In addition, to the extent requested by the plan sponsor, AdvisorNet will provide participant education designed to assist participants in identifying the appropriate investment strategy for their retirement plan accounts. Under certain arrangements, AdvisorNet will also provide specific investment advice to qualified plan participants regarding plan assets. The terms and conditions of these services will be set forth in an agreement between AdvisorNet and the plan sponsor. In all cases, clients, including qualified plan participants, are free to accept or reject any advice or recommendations provided to them, and are further solely responsible for making any and all changes to, or effecting any and all transactions in, their qualified plan. AdvisorNet accepts no such responsibility in this regard.

**Please Note:** Any such retirement plan and participant consulting services are provided on a "one-time", "as requested", or "regular/periodic" basis. Any services performed on an "as requested" or "regular/periodic" basis are *not* "on-going and continuous" in nature, as are AdvisorNet's investment management services described above. Rather, services provided on a "regular/periodic" basis will only be based on client circumstances as of a specific date (i.e., a "snapshot in time").

**Please Note: Retirement Rollovers-Potential for Conflict of Interest:** A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If AdvisorNet recommends that a client roll over their retirement plan assets into an account to be managed by AdvisorNet, such a recommendation creates a conflict of interest if AdvisorNet will earn an advisory fee on the rolled over assets. No client is under any obligation to rollover retirement plan assets to an account managed by AdvisorNet. AdvisorNet's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.

**ERISA / IRC Fiduciary Acknowledgment.** If the client is: (i) a retirement plan ("Plan") organized under the Employee Retirement Income Security Act of 1974 ("ERISA"); (ii) a participant or beneficiary of a Plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code, with authority to direct the investment of assets in his or her Plan account or to take a distribution; (iii) the beneficial owner of an Individual Retirement Account ("IRA") acting on behalf of the IRA; or (iv) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code: then AdvisorNet represents that it and its representatives are fiduciaries under ERISA or the Internal Revenue Code, or both, with respect to any investment advice provided by AdvisorNet or its representatives or with respect to any investment recommendations regarding an ERISA Plan or participant or beneficiary account.

AdvisorNet may charge a fixed or hourly fee for its consulting services. For its periodic investment monitoring services, AdvisorNet may charge an annual fee, billed in quarterly increments, and based on a percentage (generally varying between 0.75% and 1.50%) of the value of assets. Generally, the annual fixed fee for these services will not exceed \$10,000.

AdvisorNet also offers fee-based investment selection services for a fixed or hourly charge comparable to financial planning fees.

AdvisorNet may charge a fixed fee for attendance at workshops or seminars, or it may charge fees to the entity or persons sponsoring such seminars. Fixed or hourly fees will be charged for the preparation of general financial planning information.

With respect to advisory services provided to qualified plan trustees and participants, fees are charged on a fixed fee basis, or are based upon a percentage of the market value and type of assets in the applicable accounts. In other cases, fees are charged on either a fixed fee per participant basis or as a fixed amount based on the amount of plan participants, payable on a monthly or quarterly basis.

All Financial Planning and Consulting fees are generally negotiable.

### **Financial Planning and Consulting Services (Stand-Alone)**

To the extent requested by a client, AdvisorNet *may* determine to provide financial planning and/or consulting services on a stand-alone separate fee basis. These services may include both investment and non-investment related matters. These services may also consist of planning and consulting on a "one-time", "as requested", or "regular/periodic" basis. **Please Note:** Any services performed on an "as requested" or "regular/periodic" basis are *not* "on-going and continuous" in nature, as are AdvisorNet's investment management services described above. Rather, services provided on a "regular/periodic" basis will

only be based on client circumstances as of a specific date (i.e., a “snapshot in time”). AdvisorNet also occasionally provides general financial planning information to businesses and other organizations, as well as workshops and seminars to the public related to financial and investment planning.

Prior to engaging AdvisorNet to provide financial planning or consulting services, clients are generally required to enter into a written agreement with AdvisorNet setting forth the scope of the services to be provided, and other terms and conditions of the engagement (including termination).

AdvisorNet usually charges a fixed fee for initial financial planning services. These fees generally range from \$400 to \$10,000, although in certain circumstances, depending on the size and complexity of the client’s estate and the level and scope of the financial services needed, may be as high as \$100,000. Ongoing financial planning (e.g., review and updating services) is generally also charged on a fixed fee basis in the range of \$150 to \$4,000, depending upon the level and scope of the services and the professional rendering them.

In some circumstances, AdvisorNet may charge on an hourly basis for financial planning services. In the event that AdvisorNet provides financial planning on an hourly rate basis, it is AdvisorNet’s policy that a maximum fee will be set and agreed to between the client and AdvisorNet. Hourly rates vary but generally will not exceed \$300 per hour.

Generally, AdvisorNet requires at least one-half of the financial planning fee be paid upon entering the written agreement. The balance is generally due upon delivery of the financial plan or completion of the agreed upon services.

#### **Miscellaneous Advisory Services Disclosure**

**Recommending the Services of Other Professionals.** If requested by the client, AdvisorNet may recommend the services of other professionals for the purpose of implementing various investment-related planning or consulting recommendations. This may include recommending AdvisorNet’s own representatives in their individual capacities as registered representatives or investment adviser representatives of Cetera Advisor Networks LLC (“Cetera Advisor Networks”, “Cetera”), Purshe Kaplan Sterling (“PKS”), DAI Securities, LLC (“DAI”) and/or as licensed insurance agents (*See* disclosure below). The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from AdvisorNet. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

In addition, to the extent requested by the client, AdvisorNet *may* provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither AdvisorNet, nor any of its representatives, serves as an attorney or accountant under an AdvisorNet agreement, and no portion of AdvisorNet’s services should be construed to offer such services. To the extent requested by a client, AdvisorNet may recommend the services of other professionals for certain non-investment implementation purposes (i.e., attorneys, accountants, certain insurance, etc.), including certain representatives of AdvisorNet in their separate registered/licensed capacities as discussed below. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from AdvisorNet. **Please Note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

**Trade Names.** AdvisorNet and/or its representatives may use the following trade names in association with providing the services set forth in this Brochure: ADVANCED RETIREMENT RESOURCES, ADVISORNET FINANCIAL PARTNERS, AJW FINANCIAL, ALIGNED WEALTH PLANNING GROUP, BERGERSON RESOURCE GROUP, BOND AND DEVICK FINANCIAL NETWORK, BOX FINANCIAL, BRIGHTLINE GROUP, CORNERSTONE ADVISORS, COULTER, THE CUNNINGHAM GROUP, SCHMIDT & KLEIN PRIVATE WEALTH ADVISORS, DORVAL & CHORNE FINANCIAL ADVISORS, DRACH FINANCIAL, EMPIRE ASSET MANAGEMENT GROUP, ENSEMBLE PLANNING, LLC, EXECUTIVE FINANCIAL SERVICES INC, FINANCIAL CONSULTANTS OF RAPID CITY, FREEDOM FINANCIAL PARTNERS, FSA ADVISORS, LLP, GREAT WATERS FINANCIAL, HUTCHINSON FINANCIAL ADVISORS, LLC, KESHEMBERG ADVISORY, KRISTI L. ANDERSON FINANCIAL PARTNERS, LLC, KUITU FINANCIAL SERVICES, LIFELONG WEALTH ADVISORS, LURIE WEALTH ADVISORS, MASTERTech FINANCIAL, MAY FINANCIAL PLANNING, MCCABE & ASSOCIATES, MONEYWEAVE, MY FINANCIAL GUARDIAN, PEAK ADVISORY, PLANVIER FINANCIAL, RICE CREEK WEALTH MANAGEMENT, SBI WEALTH MANAGEMENT, SHOCKMAN FINANCIAL, STERLING RETIREMENT RESOURCES, INC, STRONG TOWER WEALTH MANAGEMENT, WEINBACH INVESTMENT MANAGEMENT, LLC, WOLD FINANCIAL GROUP.

**Please Note:** The above trade names are not an exhaustive list of the trade names that AdvisorNet and/or its representatives may use in association with providing the services set forth in this Brochure. The list of trade names set forth above will be revised on a periodic basis as trade names are added and/or deleted.

**Please Note: Trade Names.** All such trade name entities are not affiliated with AdvisorNet or with any custodian or broker-dealer utilized by AdvisorNet. All investment management services provided under an agreement with AdvisorNet by the individuals associated with the trade name entities listed above are provided in their respective individual capacities as investment adviser representatives of AdvisorNet Financial, Inc., a registered investment adviser, with principal offices located at 701 Fourth Avenue S. - Suite 1500, Minneapolis, MN 55415 (Phone 612.347.8600). **AdvisorNet's Chief Compliance Officer is available to address any questions that a client or prospective client may have regarding the above Trade Names.**

**Types of Managed (Supervised) Investments.** AdvisorNet manages a wide range of various types of investments according to a client's goals and objectives. Some of these investments may include, but are not limited to: mutual funds, general securities, fixed income securities, collateralized mortgage obligations, exchange traded funds, sub-advisors, independent investment managers and/or programs, and select alternative investments. AdvisorNet will have some limitations on the types of investments it agrees to manage, but these will generally be investment types which are not known to be widely held.

**Please Note:** On its client portfolio performance reports, AdvisorNet may also refer to managed investments as "supervised" investments. These are investments which are managed for a fee as agreed upon in AdvisorNet's investment management agreement. While AdvisorNet may also agree to report on "unsupervised" investments, this would be offered as a convenience only. While AdvisorNet may consider such "unsupervised" investments in the overall picture of providing advice on managed or "supervised" investments, or in regard to separately agreed-upon financial planning or consulting services, AdvisorNet has no legal responsibility to manage, monitor, or otherwise supervise a client's "unsupervised" investments, even if they appear on a client's portfolio performance reports.

For individual clients, investment management will often occur at a household level, and will be based on personal information provided by the client.

In regard to trading authorization, "discretionary" and "non-discretionary" are financial industry terms. "Discretionary trading authorization" allows AdvisorNet to make trading decisions and execute trades without a client's prior verbal consent. "Non-discretionary trading authorization" requires a client's prior verbal consent as to the purchase or sale of a definite amount of a particular security. Again, AdvisorNet provides investment management services, both "wrap" and "non-wrap" on a wholly discretionary or wholly non-discretionary basis.

AdvisorNet shall provide investment management services specific to the needs of each client. Prior to providing investment management services, an investment adviser representative will discuss with each client their particular investment objective(s). AdvisorNet shall allocate each client's investment assets consistent with their investment objective(s). Clients may, at any time, impose restrictions, in writing, on AdvisorNet's services.

There is no material difference between how AdvisorNet manages wrap fee accounts and non-wrap fee accounts. However, as stated above, if a client determines to engage AdvisorNet on a wrap fee basis, the client will pay a single fee for bundled services (i.e., investment advisory, brokerage, custody) (See Item 4.A). The services included in a wrap fee agreement will depend upon each client's particular need. If the client determines to engage AdvisorNet on a non-wrap fee basis, the client will select individual services on an unbundled basis, paying for each service separately (i.e., investment advisory, brokerage, custody). **Please Note:** When managing a client's account on a wrap fee basis, AdvisorNet shall receive as payment for its investment management services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

AdvisorNet may recommend the services of one or more third party money managers to serve as a sub-advisor, in order to provide certain clients with third party money management for some or all of the assets held in such clients' accounts. Services by such sub-advisors will generally include (along with other services described in the sub-advisor's disclosure documents), portfolio analysis, asset allocation modeling and analysis, trading execution and other services. Unless the client's investment management agreement states otherwise, such sub-advisors will generally have discretion to execute transactions on the client's behalf. In such sub-advisor programs, AdvisorNet and the sub-advisor are co-fiduciaries. This means that AdvisorNet, along with the sub-advisor, are jointly responsible for the ongoing management of the client's account.



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

Neither AdvisorNet nor any supervised person of AdvisorNet accepts performance-based fees.

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

Investing, by its very nature, involves exchanging risk for potential reward in varying degrees. In many cases, the risks borne by investing include potential loss of principal. AdvisorNet often employs numerous philosophies, tools and strategies in managing investments and their associated risks; your advisor may use any, all or none of the following:

#### **Technical Analysis**

This type of analysis utilizes statistics to determine trends in security prices. Technical analysis tends to focus on factors such as trading volume, demand and security price fluctuations. This type of analysis is also commonly referred to as chart analysis due to the fact that this analysis tends to review various historical charts and graphs.

#### **Behavioral Finance**

A field of finance that proposes psychology-based theories to explain stock market anomalies. Within behavioral finance, it is assumed that the information structure and the characteristics of market participants systematically influence individuals' investment decisions as well as market outcomes.

#### **Fundamental Analysis**

This type of analysis concentrates on historical and current data. Earnings, a company's financial statements and the quality of a company's management are examples of such data. These quantitative factors are then used to attempt to determine the financial strength of a company and its financial forecast.

#### **Modern Portfolio Theory (MPT)**

MPT assumes that investors are risk adverse, meaning that given two assets 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 returns must accept more risk. Therefore, MPT aims to construct a combination portfolio of assets that has the best possible expected level of return for its level of risk.

#### **Asset Allocation**

Research has shown that it is nearly impossible to consistently predict the future direction of a security or of the market in general. As such, it is unlikely that all of your investments will "beat the market" consistently. Studies have shown that the selection of investments across asset classes is more contributive to managing portfolio volatility than investments within asset classes.

#### **Diversification**

If you invest in a portfolio or strategy that is made up of a small number of positions, few sectors or few industries, your portfolio will be more likely to sharply increase or decrease in value. Concentrated strategies are more volatile because the risk associated with each position represents a large percentage of your overall portfolio value. On the contrary, diversification by holding smaller percentages of your overall portfolio in any one position may often decrease your portfolio's volatility and may substantially reduce idiosyncratic risks (risks that affect a very small number of assets.)

**Please Note: Investment Risk.** Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by AdvisorNet) will be profitable or equal any specific performance level(s).

AdvisorNet's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis AdvisorNet must have access to current/new market information. AdvisorNet has no control over the dissemination rate of market information; therefore, unbeknownst to AdvisorNet, certain analyses may be compiled with outdated market information, severely limiting the value of AdvisorNet's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Every investment strategy has its own inherent risks and limitations. For example, longer-term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter-term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer-term investment strategy.

In addition to the investment strategies discussed above, AdvisorNet may also implement and/or recommend short selling, use of margin, and/or options transactions. Each of these strategies has a high level of inherent risk.

Short selling is an investment strategy with a high level of inherent risk. Short selling involves the selling of assets that the investor does not own. The investor borrows the assets from a third-party lender (i.e., Broker-Dealer) with the obligation of buying identical assets at a later date to return to the third-party lender. Individuals who engage in this activity shall only profit from a decline in the price of the assets between the original date of sale and the date of repurchase. Conversely, the short seller will incur a loss if the price of the assets rises. Other costs of shorting may include a fee for borrowing the assets and payment of any dividends paid on the borrowed assets.

Margin is an investment strategy with a high level of inherent risk. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. **Please Note:** To the extent that a client authorizes the use of margin, and margin is thereafter employed by AdvisorNet in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to AdvisorNet may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential **conflict of interest** whereby the client's decision to employ margin *may* correspondingly increase the management fee payable to AdvisorNet. Accordingly, the decision as to whether to employ margin is left totally to the discretion of client.

The use of option transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an option contract by AdvisorNet shall be with the intent of "hedging" a potential market risk in a client's portfolio. **Please Note:** Although the intent of the options-related transactions that may be implemented by AdvisorNet is to hedge against principal risk, certain of the options-related strategies (i.e., straddles, short positions, etc), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct AdvisorNet, in writing, not to employ any or all such strategies for his/her/their/its accounts.

Currently, AdvisorNet primarily allocates client investment assets among various individual equity (stocks), debt (bonds), and fixed income securities, mutual funds and/or exchange traded funds, on a discretionary and non-discretionary basis in accordance with the client's designated investment objective(s).

**Voting Client Securities.** AdvisorNet does not vote client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

Clients are responsible for ensuring that they receive their proxies or other solicitations directly from their custodian. Clients may contact AdvisorNet to discuss any questions they may have on receiving proxies or other solicitations from the custodian or with a particular solicitation.

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

AdvisorNet shall be the Program's portfolio manager. AdvisorNet shall provide investment management services specific to needs of each client. Prior to providing investment management services, an investment adviser representative will discuss with each client their particular investment objective(s). AdvisorNet shall allocate each client's investment assets consistent with their investment objective(s). Clients may, at any time, impose restrictions, in writing, on AdvisorNet's services. **Note:** as stated above, these services may also be provided by and through a third-party money manager sub-advisor.

Each client is advised that it remains his/her/its responsibility to promptly notify AdvisorNet if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising AdvisorNet's previous recommendations and/or services.

## Item 8 Client Contact with Portfolio Managers

The client shall have, without restriction, reasonable access to the investment adviser representative(s) designated to the client account(s).

## Item 9 Additional Information

AdvisorNet has not been the subject of any disciplinary actions.

### Other Financial Industry Activities and Affiliations

Neither AdvisorNet, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

**Registered Representatives of Cetera Advisor Networks, Purshe Kaplan Sterling or DAI Securities, LLC.** Many of AdvisorNet's management persons and representatives are registered representatives of Cetera Advisor Networks, an SEC Registered Investment Advisor and FINRA member broker-dealer, or Purshe Kaplan Sterling a FINRA member broker-dealer or DAI Securities, LLC a FINRA member broker-dealer. Clients may choose to engage, certain of AdvisorNet's representatives in their individual capacities as registered representatives of Cetera, PKS, or DAI to implement investment recommendations on a commission basis.

**Licensed Insurance Agency and Agents.** AdvisorNet is a licensed insurance agency and has general agency or master insurance brokerage relationships with various insurance agencies. Additionally, some of AdvisorNet's representatives, in their individual capacities, are licensed insurance agents with various companies, and in that capacity, may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage certain of AdvisorNet's representatives to purchase insurance products on a commission basis. AdvisorNet also maintains an ownership interest in AdvisorNet Property & Casualty, LLC ("ANP&C"), a licensed insurance agency. A conflict of interest exists to the extent AdvisorNet or its representatives and other representatives may recommend the purchase of insurance through AdvisorNet, ANP&C, or other associated insurance agencies, where AdvisorNet or such persons may receive commission, profits or other additional compensation from the sale of such insurance products and services. (See below for additional information regarding conflicts of interest).

**Mortgage Broker.** AdvisorNet has entered into a marketing agreement with Marketplace Home Mortgage (MHM), a non-affiliated company, under which AdvisorNet is expected to promote MHM's mortgage loan services and products to its representatives, who in turn might recommend MHM to financial planning and investment management clients. A conflict of interest exists to the extent that AdvisorNet or its representatives may recommend the purchase of mortgage products where AdvisorNet receives compensation for allowing or conducting marketing activities under such agreement. **Please Note:** Neither AdvisorNet nor its representatives are permitted to receive referral fees resulting from loans closed by MHM.

**Conflict of Interest:** The recommendation by AdvisorNet's representatives that a client purchase a securities or insurance commission product presents a ***conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions, profits or other additional compensation to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from AdvisorNet's representatives. Clients are reminded that they may purchase securities, insurance or mortgage products recommended by AdvisorNet through other non-affiliated broker-dealers, insurance agents or mortgage brokers, and that such products may also be available elsewhere at lower cost. **AdvisorNet's Chief Compliance Officer is available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

**Investment Adviser Representatives of Cetera Advisor Networks.** Certain AdvisorNet's representatives are also investment adviser representatives of Cetera Advisor Networks. In certain circumstances, AdvisorNet and/or its representatives may recommend that a client engage a representative of AdvisorNet in his or her capacity as an investment adviser representative of Cetera. In such a circumstance, the services to be performed by the representative will be performed on behalf Cetera, and not AdvisorNet. **AdvisorNet's Chief Compliance Officer is available to address any questions that a client or prospective client may have regarding the above arrangement.**

AdvisorNet does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

AdvisorNet receives referral fees from Choice Financial Group, Inc. ("Choice") and compensates its representatives for recommending their clients to invest in a Choice deposit account. This referral arrangement presents a conflict of interest, as AdvisorNet representatives have an incentive to recommend Choice over another financial institution.

AdvisorNet believes it has disclosed in this brochure all material conflicts regarding its investment advisory activities, its representatives and employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

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

AdvisorNet maintains a policy relative to personal securities transactions. This policy is part of AdvisorNet's overall Code of Ethics, which serves to establish a standard of business conduct for all of AdvisorNet's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

AdvisorNet also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by AdvisorNet or any person associated with AdvisorNet.

Neither AdvisorNet nor any related person of AdvisorNet recommends, buys, or sells for client accounts, securities in which AdvisorNet or any related person of AdvisorNet has a material financial interest.

AdvisorNet and/or representatives of AdvisorNet *may* buy or sell securities that are also recommended to clients. This practice may create a situation where AdvisorNet and/or representatives of AdvisorNet are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if AdvisorNet did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of AdvisorNet's clients) and other potentially abusive practices.

AdvisorNet has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of AdvisorNet's "Access Persons." AdvisorNet's securities transaction policy requires that an Access Person of AdvisorNet must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings at least once each twelve (12) month period thereafter on a date AdvisorNet selects; provided, however that at any time that AdvisorNet has only one Access Person, he or she shall not be required to submit any securities report described above.

AdvisorNet and/or representatives of AdvisorNet *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where AdvisorNet and/or representatives of AdvisorNet are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a potential conflict of interest. As indicated above, AdvisorNet has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of AdvisorNet's Access Persons.

### **Review of Accounts**

For those clients to whom AdvisorNet provides investment management services, account reviews are conducted on an ongoing basis by AdvisorNet's Principals and representatives. All investment management clients are advised that it remains their responsibility to advise AdvisorNet of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with AdvisorNet on an annual basis.

AdvisorNet *may* conduct account reviews on an other-than-periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.

Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account

statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. AdvisorNet may also provide a written periodic report summarizing account activity and performance.

### **Client Referrals and Other Compensation**

In the event that the client requests that AdvisorNet recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct AdvisorNet to use a specific broker-dealer/custodian), AdvisorNet generally recommends that investment management accounts be maintained at the *Schwab, Pershing, Fidelity, or TD*. At other times an AdvisorNet representative may require that a client use *Schwab, Pershing, Fidelity, or TD* as the client's broker-dealer/custodian, should the client want that particular representative to manage the client's investments. Clients are under no obligation to have AdvisorNet or any of its representatives manage their investments, however, in some cases, if a client wants a particular representative to manage the client's investments, it may be necessary for the client to use the custodian required by such representative. Prior to engaging AdvisorNet to provide investment management services, the client will be required to enter into a formal *Investment Management Agreement* with AdvisorNet setting forth the terms and conditions under which AdvisorNet shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that AdvisorNet considers in recommending/requiring *Schwab, Fidelity, Pershing, or TD* (or any other broker-dealer/custodian to clients) include historical relationship with AdvisorNet or its representatives, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by AdvisorNet's clients shall comply with AdvisorNet's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where AdvisorNet determines, in good faith, that the commission/transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although AdvisorNet will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, AdvisorNet's investment management fee.

AdvisorNet is independently owned and operated and not affiliated with *Schwab, Fidelity, TD, or Pershing*.

For AdvisorNet client accounts maintained in their custody, *Schwab, Fidelity, TD, and Pershing* generally do not charge separately for custody but are compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through *Schwab, Fidelity, TD, or Pershing* or that settle into *Schwab, Fidelity, TD, or Pershing* accounts.

*Schwab, Fidelity, TD, and Pershing* also make available to AdvisorNet other products and services that benefit AdvisorNet and some or all of its representatives, but may not benefit client accounts. Many of these other products and services, however, do assist AdvisorNet in managing and administering clients' accounts. These other products and services include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information, and other market data, facilitate payment of AdvisorNet's fees from its clients' accounts, and assist with back-office functions, recordkeeping and other client reporting.

*Schwab, Fidelity, TD, and Pershing* offer other products and services intended to help AdvisorNet manage and further develop its business enterprise. These may include: (i) compliance, legal and business consulting; (ii) publications and conferences on practice management, business succession, information technology, and marketing; and (iii) access to employee benefits providers, human capital consultants and insurance providers. *Schwab, Fidelity, TD, and Pershing* may make available, arrange and/or pay third-party vendors for the types of services rendered to AdvisorNet. *Schwab, Fidelity, TD, and Pershing* may discount or waive fees they would otherwise charge for some of these services or pay all or part of the fees of a third party providing these services to AdvisorNet. *Schwab, Fidelity, TD, and Pershing* may also reimburse or otherwise credit account exit fees charged by a prior custodian, or pay for other related assistance, upon transfer of an account to *Schwab, Fidelity, TD, or Pershing*. In particular, AdvisorNet has arrangements with *Schwab, Fidelity, TD, and Pershing* whereby certain transaction pricing offered by *Schwab, Fidelity, TD, and Pershing*, and certain technology and account transfer costs, may be paid by *Schwab, Fidelity, TD, or Pershing* based upon AdvisorNet placing or maintaining a certain minimum amount of assets in *Schwab's, Fidelity's, TD's, or Pershing's* custody. AdvisorNet and its representatives may be influenced by these arrangements in recommending or requiring that clients establish brokerage accounts at *Schwab, Fidelity, TD, or Pershing*. *Schwab, Fidelity, TD, and Pershing* may also provide other benefits such as educational events or occasional business entertainment to AdvisorNet personnel. In evaluating whether to

recommend or require that clients custody their assets at *Schwab*, *Fidelity*, *TD*, or *Pershing*, AdvisorNet may take into account the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors it considers and not solely on the nature, cost or quality of custody and brokerage services provided by *Schwab*, *Fidelity*, *TD*, and *Pershing*, which may create a potential conflict of interest.

Specifically, *Schwab*, *Fidelity*, *Pershing*, and *TD* have agreed to periodically provide AdvisorNet with technology and other vendor benefits based upon the amount of new client assets AdvisorNet introduces to each custodian for custody services. The Firm's receipt of these benefits raises a conflict of interest because AdvisorNet has an economic incentive to recommend that clients use these custody services for their investment accounts. AdvisorNet's receipt of these benefits does not diminish its duty to act in the best interests of its clients, including seeking best execution.

**AdvisorNet's Chief Compliance Officer is available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflicts of interest such arrangements may create.**

*Schwab* provides AdvisorNet with access to its institutional trading and custody services, which are not typically available to *Schwab* retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at *Schwab* Advisor Services, and are not otherwise contingent upon an advisor committing to *Schwab* any specific amount of business (assets in custody or trading). *Schwab*'s services include brokerage, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

AdvisorNet does not receive client referrals from broker-dealers.

AdvisorNet may recommend certain third-party managed account programs or independent investment managers to its clients. In this event, AdvisorNet may act as a solicitor for such third parties, or such third parties may act as a sub-advisor for AdvisorNet. Such third-party programs or managers may choose to effect trades at various broker-dealers, and investment assets may be held at custodians, other than *Schwab*, *Fidelity*, *TD*, or *Pershing*. The brokerage practices of such third parties will generally be disclosed in their respective Disclosure Brochures, and such parties will generally be required to seek best execution for such transactions.

AdvisorNet does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements the client will negotiate terms and arrangements for their account with that broker-dealer, and AdvisorNet will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by AdvisorNet. As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

**Please Note:** In the event that the client directs AdvisorNet to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through AdvisorNet.

**AdvisorNet's Chief Compliance Officer is available to address any questions that a client or prospective client may have regarding the above arrangement.**

To the extent that AdvisorNet provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless AdvisorNet decides to purchase or sell the same securities for several clients at approximately the same time. AdvisorNet may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among AdvisorNet's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. AdvisorNet shall not receive any additional compensation or remuneration as a result of such aggregation.

As stated above, AdvisorNet may receive direct or indirect economic benefits from *Schwab*, *Fidelity*, *TD*, and/or *Pershing*. AdvisorNet, without cost (and/or at a discount), may receive support services and/or products from *Schwab*, *Fidelity*, *TD*, or

*Pershing*. AdvisorNet also has arrangements with *Schwab, Fidelity, TD, and Pershing* whereby certain transaction pricing offered by *Schwab, Fidelity, TD, and Pershing*, and certain technology and account transfer costs, may be paid by *Schwab, Fidelity, TD, or Pershing* based upon AdvisorNet placing or maintaining a certain minimum amount of assets in *Schwab's, Fidelity's, TD's or Pershing's* custody. These benefits are a key reason for AdvisorNet's selection of these custodians. These custodians provide AdvisorNet with benefits it may not receive from other firms, and which AdvisorNet may otherwise have to pay for at its own expense.

While, as a fiduciary AdvisorNet endeavors to act in its clients' best interests, in evaluating whether to recommend or require that clients custody their assets at *Schwab, Fidelity, TD, or Pershing*, AdvisorNet may take into account the availability of some of these products and services and other arrangements as part of the total mix of factors it considers and not solely on the nature, cost or quality of custody and brokerage services provided by *Schwab, Fidelity, TD, and Pershing*, which may create a potential conflict of interest. The above benefits are intended to support AdvisorNet in conducting its business and serving the best interests of clients. Many of the above benefits may generally help service all or many of AdvisorNet's clients, although other benefits may not directly or indirectly help service particular clients or accounts. AdvisorNet's clients do not pay more for investment transactions effected and/or assets maintained at *Schwab, Fidelity, TD, and/or Pershing* as a result of the above economic benefits. There are no corresponding arrangements made by AdvisorNet to *Schwab, Fidelity, Pershing, TD* or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangements.

**AdvisorNet's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflicts of interest any such arrangements may create.**

#### **Financial Information**

AdvisorNet does not require or solicit prepayment of fees of more than \$1,200, per client, six months or more in advance. AdvisorNet is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts. AdvisorNet has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: AdvisorNet's Chief Compliance Officer is available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.** Clients are always encouraged to contact their investment adviser representative or AdvisorNet with any questions or concerns regarding the services provided by AdvisorNet, or with any questions about information contained in this Brochure. At any time, you may contact AdvisorNet's Chief Compliance Officer by any of the following means:

Mail: 701 Fourth Avenue South, Suite 1500, Minneapolis, MN 55415

Email: [wealthmanagement@advisornet.com](mailto:wealthmanagement@advisornet.com)

Phone: (612) 347-8600.