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**ADV Part 2A, Firm Brochure  
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This Brochure provides information about the qualifications and business practices of MACRO Consulting Group (“MACRO”). If you have any questions about the contents of this Brochure, please contact us at (973) 451-9400 or [hheath@macroconsultinggroup.com](mailto:hheath@macroconsultinggroup.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 MACRO Consulting Group also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

References herein to MACRO Consulting Group as a “registered investment adviser”, or any references to being “registered”, do not imply a certain level of skill or training.

## **Item 2           Material Changes**

There have been no material changes made to MACRO's disclosure statement since the last Annual Amendment filing.

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#### Item 4      **Advisory Business**

- A. MACRO is a limited liability company formed on February 23, 1995 in the State of New Jersey. MACRO became registered as an Investment Adviser Firm in October 1997. MACRO is primarily owned by Mark A. Cortazzo, MACRO's Manager. Effective April 1, 2017, there was a merger of the New Jersey LLC with a Delaware LLC of the same name, which resulted in a Delaware entity for the continuation of MACRO's business. There has been no change in management or control.
- B. As discussed below, MACRO offers to its clients (individuals, pension and profit sharing plans, business entities, trusts, estates and charitable organizations, etc.) investment advisory services, and, to the extent specifically requested by a client, financial planning and related consulting services.

#### **INVESTMENT ADVISORY SERVICES**

The client can engage MACRO to provide discretionary investment advisory services on a *fee* basis. MACRO's annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under MACRO's management. Before engaging MACRO to provide investment advisory services, clients are required to enter into an *Investment Advisory Agreement* with MACRO setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the fee that is due from the client.

Before providing investment advisory services, an investment adviser representative will ascertain each client's investment objectives. Thereafter, MACRO will allocate and/or recommend that the client allocate investment assets consistent with the designated investment objectives. MACRO primarily allocates client investment assets among various mutual funds, equities and exchange-traded funds on a discretionary basis, and *Independent Manager[s]* in accordance with the client's designated investment objective(s). (See Independent Managers below).

#### **FLAT FEE PORTFOLIOS PROGRAM**

The Flat Fee Portfolios Program (the "Program") is MACRO's low-cost proprietary asset allocation program designed for those clients who do not require comprehensive or on-going financial planning services. The program consists of a select group of investment models and the household management fee is a fixed quarterly fee (on assets up to \$1,000,000). The fee does not fluctuate like a fee based on assets under management until the household asset level exceeds \$1,000,000. Once the household account value exceeds \$1,000,000 the fee structure changes to an AUM pricing model and follows the Flat Fee Portfolios fee schedule outlined in Item 5 of this document.

#### **FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

To the extent requested by a client, MACRO *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. MACRO's planning and consulting fees are negotiable, but generally range from \$2500 to \$10,000 on a fixed fee basis, and from \$250 to \$750 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the

service(s). Prior to engaging MACRO to provide planning or consulting services, clients are generally required to enter into a *Financial Planning and Consulting Agreement* with MACRO setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided. If requested by the client, MACRO may recommend the services of other professionals for implementation purposes, including MACRO's representatives in their individual capacities as registered representatives of a broker-dealer and/or licensed insurance agents. (*See* disclosure at Items 10 A and 10 C). 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 MACRO. **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. **Please Also Note:** It remains the client's responsibility to promptly notify MACRO if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising MACRO's previous recommendations and/or services.

## MISCELLANEOUS

**Limitations of Non-Investment Consulting/Implementation Services.** MACRO *may* also provide consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Neither MACRO, nor any of its representatives, serves as an attorney or accountant, and no portion of MACRO's services should be construed as same. Accordingly, MACRO does not prepare estate planning documents or tax returns. To the extent requested by a client, MACRO may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, insurance, etc.), including representatives of MACRO in their separate licensed/registered capacities as discussed in Item 5.E. and Item 10 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 MACRO. **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. **Please Also Note:** It remains the client's responsibility to promptly notify MACRO if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising MACRO's previous recommendations and/or services.

**Independent Managers.** MACRO may recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment manager[s] or investment management programs ("*Independent Manager[s]*") to be recommended by MACRO, based upon the stated investment objectives of the client, including but not limited to Breckinridge Capital Advisors and Parametric. The terms and conditions under which the client shall engage the *Independent Manager[s]* shall be set forth in a separate written agreement between the client and the designated *Independent Manager[s]*. The client is under no obligation to engage the services of any such recommended *Independent Manager*. The client retains absolute discretion over all implementation decisions related to engaging *Independent Managers* and is free to accept or reject any such recommendation from MACRO. MACRO shall continue to render advisory services to the client relative to the ongoing monitoring and

review of account performance and client investment objectives, for which MACRO shall receive an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated *Independent Manager[s]*. Factors which MACRO shall consider in recommending *Independent Manager[s]* include the client's stated investment objective(s), and the *Independent Manager's* management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated *Independent Manager[s]*, together with the fees charged by the corresponding designated broker-dealer/custodian of the client's assets, are exclusive of, and in addition to, MACRO's investment advisory fee set forth in Item 5 of this document. In addition to the fees charged by MACRO, the designated *Independent Manager[s]* and corresponding broker-dealer/custodian, the client, relative to mutual and exchange traded fund purchases, shall also incur charges imposed at the fund level (i.e. advisory fees and other fund expenses).

**Sub-Advisory Services.** In addition to the services set forth herein, MACRO may be engaged by other registered investment advisers to provide sub-advisory services.

**Client Obligations.** In performing its services, MACRO 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. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify MACRO if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising MACRO's previous recommendations and/or services.

**Disclosure Statement.** A copy of MACRO's written Brochure as set forth on Part 2 of Form ADV shall be provided to each client prior to, or contemporaneously with, the execution of the *Investment Advisory Agreement or Financial Planning and Consulting Agreement*. In addition, after June 30, 2020, a copy of MACRO's written Form CRS shall also be provided.

**Use of Mutual Funds:** While MACRO may recommend allocating investment assets to mutual funds that are not available directly to the public, MACRO may also recommend that clients allocate investment assets to publicly-available mutual funds that the client could obtain without engaging MACRO as an investment adviser. However, if a client or prospective client determines to allocate investment assets to publicly-available mutual funds without engaging MACRO as an investment adviser, the client or prospective client would not receive the benefit of MACRO's initial and ongoing investment advisory services. Other mutual funds, such as those issued by Dimensional Fund Advisors LP ("DFA"), are generally only available through registered investment advisers. MACRO may allocate client investment assets to DFA mutual funds. Therefore, upon the termination of MACRO's services to a client, restrictions regarding transferability and/or additional purchases of, or reallocation among DFA funds will apply. **MACRO's Chief Compliance Officer, Heidi Heath, remains available to address any questions that a client or prospective client may have regarding the above.**

**Use of Private Placements:** Under certain circumstances, MACRO may recommend that clients allocate investment assets to the Goldman Sachs Exchange Place LP (GSLP). This offering is offered under the terms of the Private Placement Memorandum supplied by the Fund. These funds are generally only available through registered investment advisers and therefore, upon the termination of MACRO's services to a client, restrictions regarding transferability and/or additional purchases of the GSLP will apply. **MACRO's Chief**

**Compliance Officer, Heidi Heath, remains available to address any questions that a client or prospective client may have regarding the above.**

- C. MACRO shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, MACRO shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). The client may, at any time, impose reasonable restrictions, in writing, on MACRO's services.
- D. MACRO does not participate in a wrap fee program.
- E. As of December 31, 2019, MACRO had approximately \$447,060,000 in assets under management on a discretionary basis and approximately \$0 in assets under management on a non-discretionary basis.

## **Item 5 Fees and Compensation**

- A. The client can engage MACRO to provide discretionary investment advisory services on a *fee* basis.

### **INVESTMENT ADVISORY SERVICES**

If a client determines to engage MACRO to provide discretionary investment advisory services on a *fee* basis, MACRO's annual investment advisory fee shall be based upon a percentage (%) of the market value and type of assets placed under MACRO's management (between 0.30% and 0.95%) according to the schedules below. In addition, MACRO requires a minimum household fee based on the type of investment relationship, as follows:

The scope of the engagement including a confirmation of the minimum fee for the household is described in the Client's Investment Advisory Agreement and accompanying Schedule A.

### **MACRO Standard Portfolios Individual Equities, ETFs and Mutual Fund Portfolios**

Gross Annual Fee as % of Assets	On Assets Above (minimum):	Up to Assets of (maximum):
0.95%	>\$1,000,000	\$3,000,000
0.75%	>\$3,000,000	\$5,000,000
0.60%	>\$5,000,000	\$10,000,000
0.50%	>\$10,000,000	

### **Fixed Income Portfolios\***

Gross Annual Fee as % of Assets	On Assets Above (minimum):	Up to Assets of (maximum):
0.45%	\$0	\$3,000,000
0.30%	>\$3,000,000	

\*Some fixed income portfolio strategies may have designated account minimums.

Investment Management (discretionary and ongoing investment management advice without supplemental financial planning or consulting services): \$1,250 quarterly minimum fee

Wealth Management Services (ongoing investment management advice and financial planning and consulting services): \$1875 quarterly minimum fee.

### **FLAT FEE PORTFOLIO PROGRAM**

The Flat Fee Portfolios Program (the “Program”) is MACRO’s low cost proprietary asset allocation program designed for those clients who do not require comprehensive or on-going financial planning services and have access to a limited set of investment models. MACRO may apportion a part or the entire client investment portfolio into the Program. In the Program, there is select group of investment models and the management fee per account is a fixed quarterly fee (on assets up to \$1,000,000). The fee does not fluctuate like a fee based on assets under management until the household asset level exceeds \$1,000,000. Once the household account value exceeds \$1,000,000 the fee structure changes to a traditional AUM pricing model and follows the fee schedule outlined below:

#### **Flat Fee Portfolios**

##### **For households with managed assets less than \$1 million**

\$799 per quarter – Household minimum of \$200,000

##### **For households with managed assets greater than \$1 million**

Gross Annual Fee as % of Assets	On Assets Above (minimum):	Up to Assets of (maximum):
0.32%	\$1,000,000	\$5,000,000
0.30%	>\$5,000,000	\$10,000,000
0.25%	>\$10,000,000	

### **FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)**

To the extent specifically requested by a client, MACRO *may* determine to provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone fee basis. MACRO’s planning and consulting fees are negotiable, but generally range from \$2500 to \$10,000 on a fixed fee basis, and from \$250 to \$750 on an hourly rate basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s).

As a stand-alone program, MACRO can be engaged to conduct reviews of variable annuities held by individuals. The fee for a review of up to two variable annuity contracts is \$299.00 then \$49 for each additional contract review. These services are marketed and

described on a separate website, [www.annuityreview.com](http://www.annuityreview.com). Annuity Review is a program offered by MACRO and is not a separate company or dba.

- B. MACRO's annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. MACRO, at its sole discretion, may charge a lesser investment management fee and/or reduce or waive its minimum asset or fee requirement 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, scope of services, negotiations with client, etc.).

The *Investment Advisory Agreement* between MACRO and the client will continue in effect until terminated by either party by written notice in accordance with the terms of the *Investment Advisory Agreement*. Upon termination, MACRO shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

- C. MACRO deducts its advisory fees directly from client custodial accounts. Both MACRO's *Investment Advisory Agreement* and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of MACRO's investment advisory fee and to directly remit that management fee to MACRO in compliance with regulatory procedures. In the limited event that MACRO bills the client directly, payment is due upon receipt of MACRO's invoice. MACRO shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter. Fees are prorated on new accounts based on the start date of MACRO's engagement to manage the assets.
- D. As discussed below, unless the client directs otherwise or an individual client's circumstances require, MACRO shall generally recommend that Fidelity Investments ("Fidelity") or TD Ameritrade Inc. ("TD Ameritrade") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Fidelity and TD Ameritrade* charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to MACRO's investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).
- E. **Securities Commission Transactions.** In the event that the client desires, the client can engage certain of MACRO's representatives, in their individual capacities, as registered representatives of Mutual Securities, Inc. ("MSI"), an SEC registered and FINRA member broker-dealer, to implement investment recommendations on a commission basis. In the event the client chooses to purchase investment products through MSI, MSI will charge brokerage commissions to effect securities transactions, a portion of these commissions MSI shall pay to MACRO's representatives, as applicable. The brokerage commissions charged by MSI may be higher or lower than those charged by other broker-dealers. In addition, MSI, relative to commission mutual fund or variable annuity purchases, may also receive additional ongoing 12b-1 trailing commission compensation directly from the



mutual fund or insurance company during the period that the client maintains the mutual fund or variable annuity investment.

1. **Conflict of Interest:** The recommendation that a client purchase a commission product from MACRO's representatives presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from MACRO's representatives. **MACRO's Chief Compliance Officer, Heidi Heath, is available to address any questions that a client or prospective client may have regarding the above conflict of interest.**
2. **Please Note:** Clients may purchase investment products recommended by MACRO through other, non-affiliated broker dealers or agents.
3. MACRO does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products MACRO recommends to its clients.
4. When MACRO's representatives sell an investment product on a commission basis, MACRO does not charge an advisory fee in addition to the commissions paid by the client for such product. When providing services on an advisory fee basis, MACRO's representatives do not also receive commission compensation for such advisory services. **However**, a client may engage MACRO to provide investment management services on an advisory fee basis and separate from such advisory services purchase an investment product from MACRO's representatives on a separate commission basis.

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

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

## **Item 7            Types of Clients**

MACRO's clients generally include individuals, pension and profit sharing plans, business entities, trusts, estates and charitable organizations. MACRO generally requires a minimum household asset level of \$800,000 and a minimum quarterly fee of \$1875 for investment advisory services. For the Flat Fee Portfolio Program, MACRO charges a minimum quarterly fee of \$799 per household with a minimum investment of \$200,000. MACRO, at its sole discretion, may charge a lesser investment management fee and/or reduce or waive its minimum asset or fee requirement 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, scope of services, negotiations with client, etc.).

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

A. MACRO may utilize the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)
- Cyclical – (analysis performed on historical relationships between price and market trends, to forecast the direction of prices)

MACRO may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)

**Please Note: Investment Risk.** Investing in securities involves risk of loss that clients should be prepared to bear. 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 MACRO) will be profitable or equal any specific performance level(s).

B. MACRO'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 MACRO must have access to current/new market information. MACRO has no control over the dissemination rate of market information; therefore, unbeknownst to MACRO, certain analyses may be compiled with outdated market information, severely limiting the value of MACRO'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.

MACRO's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, 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. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

C. Currently, MACRO primarily allocates client investment assets among various mutual funds, equities and exchange-traded funds on a discretionary basis, and *Independent*

*Manager[s]* in accordance with the client's designated investment objective(s). (See Independent Managers above).

## Item 9            Disciplinary Information

MACRO and its management staff have not been the subject of any disciplinary actions.

## Item 10          Other Financial Industry Activities and Affiliations

- A. **Registered Representatives of MSI.** As disclosed above in Item 5.E, certain of MACRO's representatives are also, in their individual capacities, registered representatives of MSI, an SEC Registered and FINRA member broker-dealer. Clients can choose to engage those representatives in their individual capacities, to effect securities brokerage transactions on a commission basis.

**Conflict of Interest:** The recommendation by certain of MACRO's representatives that a client purchase a securities commission product presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities commission products from MACRO's representatives. Clients are reminded that they may purchase securities products recommended by MACRO through other, non-affiliated registered representatives and/or broker dealers. **MACRO's Chief Compliance Officer, Heidi Heath, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

- B. Neither MACRO, 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.
- C. **Licensed Insurance Agents.** As referenced in Item 4.B above, certain of MACRO's representatives are, in their individual capacities, licensed insurance agents. Clients can choose to engage those representatives in their individual capacities, to purchase insurance products on a commission basis.

**Conflict of Interest:** The recommendation by certain of MACRO's representatives that a client purchase insurance commission products presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any insurance products from MACRO's representatives. Clients are reminded that they may purchase insurance products recommended by MACRO through other, non-affiliated insurance agents and/or insurance agencies. **MACRO's Chief Compliance Officer, Heidi Heath, is available to address any questions that a client or prospective client may have regarding the above conflict of interest.**

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

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

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

In accordance with Section 204A of the Investment Advisers Act of 1940, MACRO also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by MACRO or any person associated with MACRO.

- B. Neither MACRO nor any related person of MACRO recommends, buys, or sells for client accounts, securities in which MACRO or any related person of MACRO has a material financial interest.
- C. MACRO and/or representatives of MACRO *may* buy or sell securities that are also recommended to clients. This practice may create a situation where MACRO and/or representatives of MACRO 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 MACRO 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 MACRO's clients) and other potentially abusive practices.

MACRO has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of MACRO's "Access Persons". MACRO's securities transaction policy requires that an Access Person of MACRO 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 the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date MACRO selects; provided, however that at any time that MACRO has only one Access Person, he or she shall not be required to submit any securities report described above.

- D. MACRO and/or representatives of MACRO *may* buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where MACRO and/or representatives of MACRO 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 in Item 11.C, MACRO has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of MACRO's Access Persons.

## Item 12 Brokerage Practices

- A. In the event that the client requests that MACRO recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct MACRO to use a specific broker-dealer/custodian), MACRO generally recommends that investment management accounts be maintained at *Fidelity or TD Ameritrade*. Prior to engaging MACRO to provide investment management services, the client will be required to enter into a formal *Investment Advisory Agreement* with MACRO setting forth the terms and conditions under which MACRO shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that MACRO considers in recommending *Fidelity, TD Ameritrade*, or any other broker-dealer/custodian to clients include historical relationship with MACRO, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by MACRO's clients shall comply with MACRO'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 MACRO determines, in good faith, that the commission/transaction fee is reasonable. 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 MACRO 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, MACRO's investment management fee. MACRO's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

### 1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, MACRO may receive from *Fidelity, TD Ameritrade*, or another broker-dealer/custodian, investment platform, unaffiliated investment manager, mutual fund sponsor, or vendor without cost (and/or at a discount) support services and/or products, certain of which assist MACRO to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by MACRO may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by MACRO in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received may assist MACRO in managing and administering client accounts. Others do not directly provide such assistance, but rather assist MACRO to manage and further develop its business enterprise.

MACRO's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity or TD Ameritrade* as a result of this arrangement. There is no corresponding commitment made by MACRO to *Fidelity, TD Ameritrade* 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 arrangement.

2. MACRO participates in the institutional advisor program (the "Program") offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the Program. (Please see the disclosure under Item 14 below).
3. MACRO 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 MACRO 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 MACRO. 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 MACRO 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 MACRO. Higher transaction costs adversely impact account performance. **Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts. **MACRO's Chief Compliance Officer, Heidi Heath, is available to address any questions that a client or prospective client may have regarding the above arrangement.**

- B. To the extent that MACRO provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless MACRO decides to purchase or sell the same securities for several clients at approximately the same time. MACRO 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 MACRO'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. MACRO shall not receive any additional compensation or remuneration as a result of such aggregation.

### Item 13      Review of Accounts

- A. For those clients to whom MACRO provides investment advisory services, account reviews are conducted on an ongoing basis by MACRO's Principals and/or representatives. All investment advisory clients are advised that it remains their responsibility to advise MACRO 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 MACRO on an annual basis.
- B. MACRO 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.
- C. 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. MACRO may also provide a written periodic report summarizing account activity and performance.

### Item 14      Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, MACRO receives economic benefits from *Fidelity and TD Ameritrade*. MACRO, without cost (and/or at a discount), may receive support services and/or products from *Fidelity or TD Ameritrade*. MACRO's clients do not pay more for investment transactions effected and/or assets maintained at *Fidelity or TD Ameritrade* as a result of this arrangement. There is no corresponding commitment made by MACRO to *Fidelity, TD Ameritrade* 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 arrangement. **MACRO's Chief Compliance Officer, Heidi Heath, is available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.**

MACRO has received an indirect economic benefit from Dimensional Fund Advisors LP, an SEC-registered investment adviser that serves as a manager to mutual funds and which has affiliated financial entities including a broker-dealer, other investment advisers, and commodity pool operators ("DFA"). Specifically, DFA has assisted MACRO in the development and production of "Advisor Spotlight" promotional videos that may be used as either stand-alone advertising pieces, or which may be incorporated in other advertising platforms including on MACRO's website. MACRO has not compensated DFA for its assistance, nor is there any guarantee that MACRO will receive such benefits in the future. In exchange for DFA's services, MACRO has agreed that DFA may use the final product as part of its own promotional / advertising efforts.

Also, MACRO receives client referrals from TD Ameritrade through its participation in TD Ameritrade AdvisorDirect. In addition to meeting the minimum eligibility criteria for

participation in AdvisorDirect, MACRO may have been selected to participate in AdvisorDirect based on the amount and profitability to TD Ameritrade of the assets in, and trades placed for, client accounts maintained with TD Ameritrade. TD Ameritrade is a discount broker-dealer independent of and unaffiliated with MACRO and there is no employee or agency relationship between them. TD Ameritrade has established AdvisorDirect as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise MACRO and has no responsibility for MACRO's management of client portfolios or MACRO's other advice or services. MACRO pays TD Ameritrade an on-going fee for each successful client referral. This fee is usually a percentage (not to exceed 25%) of the advisory fee that the client pays to MACRO ("Solicitation Fee"). MACRO will also pay TD Ameritrade the Solicitation Fee on any advisory fees received by MACRO from any of a referred client's family members, including a spouse, child or any other immediate family member who resides with the referred client and hired MACRO on the recommendation of such referred client. MACRO will not charge clients referred through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its clients or otherwise pass Solicitation Fees paid to TD Ameritrade to its clients. For information regarding additional or other fees paid directly or indirectly to TD Ameritrade, please refer to the TD Ameritrade AdvisorDirect Disclosure and Acknowledgement Form.

There is no direct link between MACRO's participation in the program and the investment advice it gives to its Clients, although MACRO receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statement and confirmations; research related products and tools; consulting services; access to a trading desk serving MACRO participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to MACRO by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by MACRO's related persons. These products or services may assist MACRO in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help MACRO manage and further develop its business enterprise. The benefits received by MACRO or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, MACRO endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by MACRO or its related persons in and of itself creates a potential conflict of interest and may indirectly influence MACRO's choice of TD Ameritrade for custody and brokerage services.

- B. MACRO's participation in AdvisorDirect raises potential conflicts of interest. TD Ameritrade will most likely refer clients through AdvisorDirect to investment advisors that encourage their clients to custody their assets at TD Ameritrade and whose client accounts are profitable to TD Ameritrade. Consequently, in order to obtain client referrals from TD Ameritrade, MACRO may have an incentive to recommend to clients that the assets under



management by MACRO be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. In addition, MACRO has agreed not to solicit clients referred to it through AdvisorDirect to transfer their accounts from TD Ameritrade or to establish brokerage or custody accounts at other custodians, except when its fiduciary duties require doing so. MACRO's participation in AdvisorDirect does not diminish its duty to seek best execution of trades for client accounts. **MACRO's Chief Compliance Officer, Heidi Heath, is available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest any such arrangement may create.**

- C. If a client is introduced to MACRO by either an unaffiliated or an affiliated solicitor, MACRO may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from MACRO's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to MACRO by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of MACRO's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between MACRO and the solicitor, including the compensation to be received by the solicitor from MACRO.

## **Item 15      Custody**

MACRO shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. 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. MACRO may also provide a written periodic report summarizing account activity and performance.

**Please Note:** To the extent that MACRO provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by MACRO with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of MACRO's advisory fee calculation.

## **Item 16      Investment Discretion**

The client can determine to engage MACRO to provide investment advisory services on a discretionary basis. Prior to MACRO assuming discretionary authority over a client's account, the client shall be required to execute an *Investment Advisory Agreement*, naming MACRO as the client's attorney and agent in fact, granting MACRO full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account.

Clients who engage MACRO on a discretionary basis may, at any time, impose restrictions, **in writing**, on MACRO's discretionary authority (i.e. limit the types/amounts of particular

securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe MACRO's use of margin, etc.).

#### **Item 17      Voting Client Securities**

- A. MACRO 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.
- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact MACRO to discuss any questions they may have with a particular solicitation.

#### **Item 18      Financial Information**

- A. MACRO does not solicit fees of more than \$1,200, per client, six months or more in advance.
- B. MACRO 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.
- C. MACRO has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: MACRO's Chief Compliance Officer, Heidi Heath is available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.**