



# **Moseley Investment Management, Inc.**

## **Disclosure Brochure**

**1724 Manatee Ave. West**

**Bradenton, FL. 34205**

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**[www.moseleyinvestmentmanagement.com](http://www.moseleyinvestmentmanagement.com)**

**March 2020**

This Brochure provides information about the qualifications and business practices of Moseley Investment Management, Inc., (Moseley Investment Management) If you have any questions about the contents of this Brochure, please contact us at 941-745-2799. 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.

Moseley Investment Management, Inc. is a registered investment advisor with the Securities and Exchange Commission. Registration does not imply any specific level of skill or training. The oral and written communication of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Moseley Investment Management and our advisory team is available via the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or on our company website at [www.moseleyinvestment.com](http://www.moseleyinvestment.com).

## **Item 2 - Material Changes**

The information contained in this section relates only to material changes that have occurred since the last update. We define a material change as any change that an average client would consider important to know prior to making an investment decision. The following are short summaries of the material changes that have occurred since our annual update on March 22, 2018 with regard to our services or business operations.

As of March 2020 we had no material changes.

Consistent with the rules, we will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. Furthermore, we will provide you with other interim disclosures about material changes as necessary.

To obtain our firm brochure and brochure supplements (information regarding each of our financial advisors), our Code of Ethics, or our Privacy Policy, please visit our website at:

**Moseley Investment Management, Inc.**

**Main Phone: 941-745-2799**

**Fax Number: 941-746-1424**

**Web Site Address: <http://www.moseleyinvestmentmanagement.com>**

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## **Item 4a – About Moseley Investment Management**

### **Our Firms History:**

Moseley Investment Management (“we”), an independent investment advisory and financial was founded in 1990 by Susan Moseley. The firm was established based upon the premise of providing clients with independent financial wisdom in an environment free from conflict-of-interest.

We are registered as an Investment Advisor with the United States Security and Exchange Commission (SEC), in order to offer investment advisory products and services to our advisory clients.

### **Our Principals/Owners**

Susan Moseley, CIMA, Principal  
Ryan T. Moseley, Vice President

### **Our Investment Committee:**

Our Investment Committee establishes the overall investment strategies employed by the firm and reviews the overall investments. The Investment Committee members include: Susan Moseley, CIMA, Ryan Moseley, and Laurie Tinnell.

### **Assets under Management:**

As disclosed in Moseley Investment Management’s ADV Part 1, our regulatory assets under management as of close of business on December 31, 2019 is approximately \$199,378,127.73 of that \$605,719.26 is non-discretionary assets.

## **Item 4b- Advisory Business**

We provide individuals, families and business with a multitude of services including Portfolio Management, Personal Asset Allocation, Financial Consulting and Estate and Inheritance Planning.

### **Initial Consultation:**

Our initial meeting with you involves a complete review of the clients’ current financial situation for the purpose of defining the scope of the engagement. Once defined, we will enter into an Investment Advisory Agreement with you and will disclose the terms and the fees to be charged. To the extent other services are needed, we will assist you in those areas in which we are competent to advice.

As a follow up, we will also help you coordinate the implementation of any recommendations made, including referral to other practicing professionals whose services may be required.

### **Portfolio Management Services:**

If the client elects Portfolio Management Services, we will evaluate the Client’s financial condition and risk tolerance in order to tailor its securities recommendation to meet the Clients investment objectives and individual needs. The client when then be invested in one of our Model Portfolios or they can choose to have a portfolio tailored to their needs.

### **Model Portfolios:**

The primary investments in our Model Portfolios are individual securities and/or Exchange Traded Funds (ETF) that meet the client’s objectives. If clients want, we put trailing stop losses on their accounts. For certain clients, option strategies may be suitable. We mainly sell cash secured puts and covered calls on large US companies to generate income and buy and sell securities. Once we construct an investment portfolio or select a

model portfolio, we will monitor the performance on an ongoing basis and will rebalance the portfolio as required by changes in market conditions and in your financial condition.

For the model portfolios, block trades will be completed and then allocated to individual accounts. For each account that we include in the block trade, we must reasonably believe that the block order is consistent with our duty to seek best execution and may benefit you and each client participating in the aggregated order. The average price per share of each block trade is allocated to each account that participates in the block trade. Accounts that participate in the same block trade are charged transaction costs, if applicable, in accordance with their advisory contracts. If a block order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation. Partial fills will be allocated in a way that does not consistently advantage or disadvantage particular client accounts and are generally filled pro-rata among participating accounts.

### **Personal Asset Allocation:**

We may personalize a portfolio based on the clients' individual needs and suitability. The Client may also request restrictions on an account, such as when a client needs to keep a minimum level of cash or does not want to MIM to buy or sell certain specific securities or security types in the account. These accounts are opened and maintained according to the Investment Advisory Agreement which describes the discretionary authority that you grant to us.

As part of our Investment Management Services, we offer Estate and Inheritance Planning. This is a benefit we offer to all clients. If a client decides to elect the service there will be a 1 – 2-hour meeting with the estate attorney to clarify the desired needs and outcomes for the client and their family. The client will receive an outline of the steps to achieve their goals.

### **Third-Party Money Managers:**

We sometimes choose to enter into agreements with third-party investment advisers for the provision of asset allocation and similar advisory services.

When we feel it is necessary, a representative may provide personal advisory services to you in the selection of a particular third-party advisory service. Factors considered in selecting third-party advisory service may include but are not necessarily limited to:

- Each individual representative's preference for a particular third-party advisory service.
- Your risk tolerance, goals, and objectives, as well as investment experience

The amount of your assets available for investment. All securities transactions will then be decided upon and executed by the third-party advisory service. Our recommendation will be made after considering relevant and applicable information about the client and his or her financial situation including but not limited to investment objectives, reasonable restrictions the client wants imposed on the management of his/her account, and assessed risk based upon the individual assets that constitute a client's net worth.

Third-party Money Managers account minimums are disclosed in each respective manager Form ADV and associated paperwork.

Termination of third-party money managers are disclosed in each respective manager's agreement.

### **Wealth Management and Financial Consulting:**

We provide a variety of financial consulting services at an hourly rate for those who do not desire ongoing investment management services. Our consulting services may address general financial matters or be focused on particular issues, depending upon the client's needs. Topic may range from overall investment advisory questions,

research and analysis, discussions pertaining to the financial impact of a life event, assistance with goals and objectives, 529 college savings plans, Analysis and management of employer's benefit plans, and various other issues as may be requested by the client. Generally, such financial consulting services will involve preparing a financial program for you based on your financial circumstances and recommendations may be made that you obtain insurance or revise existing coverage, establish an individual retirement account, increase or decrease funds held in savings accounts, estate and inheritance planning, or to invest funds in certain securities.

**Additional Service:**

***E-money/The Moseley Virtual Platform:***

We help you aggregate and organize your financial life by using The Moseley Virtual Platform (MVP). We then align your investments with your goals and review annually to ensure they continue to reflect your current needs and sentiments. In order to maintain a full understanding of your financial situation we gladly work with your Attorneys, Insurance and Estate Professionals, Certified Public Accountants, Third Party Administrators, Pension Plan Consultants and Trust Department Advisors

***Newsletters:***

Moseley Investment Management occasionally prepares general, educational and informational newsletters. Newsletters are always offered on an impersonal basis and do not focus on the needs of a specific individual.

***Seminar / Workshops:***

Moseley Investment Management offers educational, informative and motivational seminars / workshops to their clients as well as the public. Workshops are always offered on an impersonal basis and do not focus on the individual needs of the participants.

**Item 5: Fees and Compensation**

**Financial Consulting Services –\$250 per hour:**

Moseley Investment Management charges an hourly fee of \$250.00 per hour for clients who request specific consultant services and do not desire ongoing investment management. The fee is negotiable based upon the complexity of the client's needs and the level of services rendered.

If the client engages Moseley Investment Management for additional ongoing investment management services, we may offset all or a portion of the fee for those services based upon the amount to be paid for the consulting services.

Prior to engaging Moseley Investment Management to provide consulting services, the client will be required to enter into a written Agreement with our firm. The Agreement will set forth the terms and conditions of the engagement and describe the scope of the services to be provided and the amount of the fee to the client. Moseley Investment Management does not require prepayment of fees. After the first meeting with the client, and upon completion of the agreed upon services, an invoice detailing the date, services rendered, number of hours and the total amount due will be mailed to the client. Payment is due upon receipt of the invoice.

**Portfolio Management - 1.295% Annual:**

Asset based Management fees are .3237% per quarter and will be charged in advance within 10 days following the beginning of the quarter for which said fees will be incurred. Fees are based on the market value of all your assets under management on the last trading day of each prior calendar quarter. Fees are usually debited by the custodian from a client's custodial account and remitted by the custodian to the firm. The custodian does not validate or check our fee, its calculation or the assets on which the fee is based. Services begin with the effective date on which this Agreement is signed or when the account is funded. In any partial quarter, fees will be adjusted prorate based upon the number of calendar days in the calendar that the Agreement was effective.

The Adviser reserves the right to adjust the fee for accounts depending on the size and type of account and the services required upon 30 days' prior written notice to the Client. Management fees will be prorated for any contribution or distribution of \$10,000 or more made within the previous quarter. Each month the Client will receive a statement directly from the custodian showing all transactions, positions and credits/debits in to or from the clients account; the statement after the quarter-end will reflect the advisory fee paid by you to us. In some cases, negotiation of fees may result in different fees being charged for similar services and may be less than our stated fee schedule.

**Estate and Inherence Planning:**

If a client decides to elect this service we will reduce our fee one time to cover the cost to the attorney. The client will sign a one-time check request made payable to the attorney cut from their advisory account with us. All clients are offered estate and inheritance planning and if a client choose not to elect this service they are not charged any more or less than our annual portfolio management fee.

**Emoney Advisor:**

This service is included in our ongoing investment management services. There is no additional charge to the client.

**Newsletters:**

Newsletters are provided to clients and prospective clients free of charge.

**Seminars / Workshops:**

No fees are charged for seminars / workshops offered to our clients. On occasion, we may charge a fee for seminars/workshops that we offer to the general public (non-client) to cover expenses. In this case, all fees and payment provisions will be fully disclosed prior to the seminar being presented.

**Third-party manager:**

Our fee for accounts managed by a third-party manager will never exceed a total combined fee to the client, (third-party manager fee plus our fee) .323% per quarter. Our fee will be charged in advance within 10 days following the beginning of the quarter for which said fees will be incurred. Fees are based on the market value of all your assets under management on the last trading day of each prior calendar quarter. Fees are usually debited by the custodian from a client's custodial account and remitted by the custodian to the firm. The custodian does not validate or check our fee, its calculation or the assets on which the fee is based. Services begin with the effective date on which this Agreement is signed or when the account is funded. In any partial quarter, fees will be adjusted prorate based upon the number of calendar days in the calendar that the Agreement was effective. The Adviser reserves the right to adjust the fee for accounts depending on the size and type of account and the services required upon 30 days' prior written notice to the Client. Management fees will be prorated for any contribution or distribution of \$10,000 or more made within the previous quarter. Each month the Client will receive a statement directly from the custodian showing all transactions, positions and credits/debits in to or from the clients account; the statement after the quarter-end will reflect the advisory fee paid by you to us. In some cases, negotiation of fees may result in different fees being charged for similar services and may be less than our stated fee schedule

**\*Our fee is separate and in addition to the fee charged by the third-party manager. Clients may also pay transaction charges and should read the third-party managers Form ADV for disclosure of fees and expenses that would be in addition to our fee.**

### **Additional Fees and Expenses:**

Mutual fund investments in the programs that we offer are no-load or load at NAV. Your mutual fund investments may be subject to early redemption fees, 12b-1 fees and mutual fund management fees as well as other mutual fund expenses. These fees are in addition to the fees and expenses referenced above. Please review the mutual fund prospectus for full details.

You may be subject to transaction fees on securities bought and sold in your TD Ameritrade or Schwab account. The amount of these fees varies depending upon the type of security bought or sold, the amount of assets under management or if you receive paper or electronic confirmations and statements. These fees are not shared with us but are charges paid directly to TD Ameritrade or Charles Schwab.

Item 12 further describes the factors that we consider when selecting or recommending broker-dealers for your transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

There are additional fees relating to IRA and Qualified Retirement Plan accounts that you may incur such as maintenance and termination fees. You will find these fees disclosed in the account application paperwork provided to you associated with these accounts.

### **Termination:**

We may terminate our Investment Advisory Agreement with you at any time by providing you with written notice. Likewise, you may terminate the advisory agreement(s) within the first five (5) business days of entering into the advisory agreement by written notice to the adviser and no fees will be charged. If you wish to terminate the account within the middle of a quarter, your account will be prorated and a refund will be credited to your account. A final invoice will be sent to you to show the amount that was refunded and how it was calculated. For those who were being billed on an hourly fee basis, and you terminate prior to completion of the services you will be invoiced for time and services rendered.

### **Item 6 – Performance-Based Fees**

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

### **Item 7 – Types of Clients**

We provide portfolio management services to individuals, high net worth individuals, pension and profit-sharing plans, corporations or other business, and charitable organizations.

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

#### **Methods of Analysis:**

##### **Methods of Analysis:**

When analyzing investments that may be right for you, we use Fundamental Analysis. Fundamental analysis is security analysis grounded in basic factors such as company earnings, balance sheet variables and management quality which are used to predict the future value of an investment. Information such as interest rates, GNP, inflation and unemployment may be used to predict the direction of the economy and therefore the stock market.

##### **Investment Strategies:**

Subject to suitability requirements, we generally advise the long-term purchase of stocks, exchange traded funds, bonds, and mutual funds to our clients.



Investment strategies may be any one or all of the following:

Long term purchases: Definition – The purchase of securities held at least a year.

Short term purchases: Definition – The selling of securities within one year of purchase.

### Methods of Analysis Risks

Fundamental Analysis – When using Fundamental Analysis, we generally rely on, among other things, company earnings, balance sheet variables and management quality which are used to predict the future value of an investment. Data we review is generally considered reliable but we cannot guarantee nor have we verified its accuracy. In addition, the data that we review is sometimes subjective in nature and open to interpretation. Even if our data and interpretation of the data is correct, there may be other factors that determine the value of securities other than those considered in Fundamental Analysis.

### Investment Strategy Risk

Long-term purchases – Using a long-term purchase strategy generally assumes the Financial Markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall Financial Markets advance. Purchasing investments long-term may create an opportunity cost - “locking-up” assets that may be better utilized in the short-term in other investments.

Short-term purchases – Using a short-term purchase strategy generally assumes that we can predict how Financial Markets will perform in the short-term which may be very difficult. There are many factors that can affect Financial Market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

### **Security Type Risk:**

Stocks – Investing in stocks involves the assumption of risk including:

- Financial Risk: which is the risk that the companies we recommend to you may perform poorly which will affect the price of your investment.
- Market Risk: which is the risk that the Stock Market will decline, decreasing the value of the securities we recommend to you with it.
- Inflation Risk: which is the risk that the rate of price increases in the economy deteriorates the returns associated with the stock.
- Political and Governmental Risk: which is the risk that the value of your investment may change with the introduction of new laws or regulations.

ETF –Exchange Traded Funds –Investing in ETF’s involves the assumption of risk including:

- Industry Risk: which is the risk that a group of stocks in a single industry will decline in price due to adverse developments in that industry, decreasing the value of mutual funds that are significantly invested in that industry.
- Market Risk: which is the risk that the Stock Market will decline, decreasing the value of the securities contained within the mutual funds we recommend to you.
- Inflation Risk: which is the risk that the rate of price increases in the economy deteriorates the returns associated with the stock.

Bonds – Investing in bonds involves the assumption of risk including:

- Interest Rate Risk: which is the risk that the value of the bond investments we recommend to you will fall if interest rates rise.
- Call Risk: which is the risk that your bond investment will be called or purchased back from you when conditions are favorable to the bond issuer and unfavorable to you.
- Default Risk: which is the risk that the bond issuer may be unable to pay you the contractual interest or principal on the bond in a timely manner or at all.

- Inflation Risk: which is the risk that the rate of price increases in the economy deteriorates the returns associated with the bond.

Mutual Funds – Investing in mutual funds involves the assumption of risk including:

- Manager Risk: which is the risk that an actively managed mutual fund’s investment advisor will fail to execute the fund’s stated investment strategy.
- Market Risk: which is the risk that the Stock Market will decline, decreasing the value of the securities contained within the mutual funds we recommend to you.
- Industry Risk: which is the risk that a group of stocks in a single industry will decline in price due to adverse developments in that industry, decreasing the value of mutual funds that are significantly invested in that industry.
- Inflation Risk: which is the risk that the rate of price increases in the economy deteriorates the returns associated with the mutual fund.

Options – Investing in options involves the following risk:

- Selling cash secured puts...the risk is that during the option expiration time the market price drops below strike price and we buy stock **above** the market price.
- Selling covered calls...the risk is the market price moves quickly upward during option expiration and we sell stock **below** market price.
- Put credit spreads: risk is the market price falls below put spread strike prices and **we lose the amount of capital put at risk.**

#### **Associated Risks:**

When using Fundamental Analysis, we generally rely on, among other things, company earnings, balance sheet variables and management quality which are used to predict the future value of an investment. Data we review is generally considered reliable but we cannot guarantee nor have we verified its accuracy. In addition, the data that we review is sometimes subjective in nature and open to interpretation. Even if our data and interpretation of the data is correct, there may be other factors that determine the value of securities other than those considered in Fundamental Analysis.

When pursuing our long-term purchases strategy, we are assuming the Financial Markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall Financial Markets advance. In addition, purchasing investments long-term may create an opportunity cost - “locking-up” assets that may be better utilized in the short-term in other investments.

Listed above are some of the primary risks associated with the way we recommend investments to you, please do not hesitate to contact us to discuss these risks and others in more detail. In instances where we recommend that a third-party manage your assets, please refer to the third-party’s ADV and associated disclosure documents for details on their investment strategies, methods of analysis and associated risks.

*Investing in securities involves risk of loss that you should be prepared to bear.*

#### **Item 9 – Disciplinary Information**

Registered investment advisors are required to disclose all material facts regarding any legal or disciplinary events that would-be material to your evaluation of us or the integrity of our management.

We do not have any legal, financial, regulatory, or other “disciplinary” item to report. This statement applies to our firm and to every employee of our firm.

**Item 10 – Other Financial Industry Activities and Affiliations** We do not have any outside relationship or activities that is material to our advisory business to report.

**Item 11 – Code of Ethics**

We have adopted a Code of Ethics (the “Code”) to address securities-related conduct. The Code focuses primarily on fiduciary duty, personal securities transactions, insider trading, gifts, and conflicts of interest. The Code includes our policies and procedures developed to protect your interests in relation to the following topics:

- The duty at all times to place your interests first;
- The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the Code and to avoid any actual or potential conflict of interest or any abuse of an employee’s position of trust and responsibility;
- The fiduciary principle that information concerning the identity of your security holdings and financial circumstances are confidential; and
- The principle that independence in the investment decision-making process is paramount.

*We will provide a copy of the Code to you or any prospective client upon request.*

We may recommend securities to you or buy or sell securities for your account at or about the same time we may buy or sell the same securities in our own account. As such, there may be instances where our interests may appear to be placed ahead of yours. To mitigate this conflict, our firm policy prohibits us from receiving a better price on our order, if you and us invest in the same security on the same side of the market on the same day.

**Item 12 – Brokerage Practices**

TD Ameritrade Institutional is a division of TD Ameritrade, Inc. member FINRA/SIPC/NFA. TD Ameritrade is an independent SEC-registered broker-dealer.

Charles Schwab, a registered broker-dealer, member SIPC.

We are independently owned and operated and are not affiliated with Schwab or TD Ameritrade.

**The custodian/brokers we use**

We do not maintain custody of your assets, that we manage or which we advise, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15 – Custody, below). Your assets must be maintained in an account at a “qualified custodian.” Generally, a broker-dealer or bank. We recommend the brokerage and custodial services of TD Ameritrade and Charles Schwab as the qualified custodian.

We are independently owned and operated and are not affiliated with Schwab or TD Ameritrade.

Schwab or TD Ameritrade will hold your assets in a brokerage account and buy and sell securities when we instruct them to based on written discretionary authority granted by you in our Advisory Agreement. While we require that you use Schwab or TD Ameritrade as custodian/broker, you will decide whether to do so and enter into an account agreement. Conflicts of interest associated with this arrangement are described below as well as in item 14. You should consider these conflicts of interest when selecting your custodian.

**How we select custodians/brokers**

We seek to select a custodian that will hold your assets and execute transactions on terms that are, overall, most advantageous when compared with other available providers and their services. We consider a wide range of factors, including:

- Timeliness of execution

- . • Timeliness and accuracy of trade confirmations
- . • Research services provided
- . • Ability to provide investment ideas
- . • Capability to facilitate transfers and payments to and from accounts (wires, check request ect.)
- . • Prior service to us and our clients
- . • Execution facilitation services provided
- . • Record keeping services provided
- . • Custody services provided
- . • Frequency and correction of trading errors
- . • Ability to access a variety of market venues
- . • Expertise as it relates to specific securities
- . • Financial condition
- . • Business reputation
- . • Quality of services

### **Your brokerage and custody costs**

For our client's accounts that Schwab or TD Ameritrade maintains, you are not charged a separate custody service fee but is compensated by charging you commissions or other fees on trades that they execute or that settle into your Schwab or TD Ameritrade account. Certain trades (for example many mutual funds and ETFs) may not incur commissions or transactions fees.

### **Products and services available to us from Schwab**

Schwab Advisor Services and TD Ameritrade Institutional is in the business of serving independent investment advisory firms like us. They provide us and our clients with access to its institutional brokerage services (trading, custody, reporting and related services), many of which are not typically available to their retail customers. They also make available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab and TD Ameritrade's support services are generally available on an unsolicited basis and at no charge to us.

**Services that benefit you.** Schwab and TD Ameritrade institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab and TD Ameritrade include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients.

**Services that may not directly benefit you.** Schwab and TD Ameritrade also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. These services include investment research, software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping and client reporting

**Services that benefit only us.** Other services that are offered to us to help us to manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab and TD Ameritrade may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab or TD Ameritrade may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. They may also provide us with other benefits, such as occasional business entertainment of our personnel.

#### **Our interest in Schwab/TD Ameritrade's services.**

The availability of these services from Schwab and TD Ameritrade benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. (These services are not contingent upon us committing any specific amount of business to them. In trading commissions or assets in custody.) We may have an incentive for us to request that you maintain your account with Schwab or TD Ameritrade, based on our interest in receiving their services that benefit our business rather than based on your interest in receiving the best value in custody services. This is a potential conflict of interest. We believe, however, that our selection of Schwab and TD Ameritrade as custodian and broker is in the best interest of our clients. Our selection is primarily supported by the scope, quality, and price of their services (see "How we select brokers/custodians") and not Schwab/TD Ameritrade's services that benefit only us. It may be that Charles Schwab or TD Ameritrade may charge a higher or lower fee than another broker charges for a particular type of service, such as transaction fees. You may utilize the broker/dealer of your choice and have no obligation to purchase or sell securities through, Schwab, or TD Ameritrade, however, if you do not use Schwab or TD Ameritrade we will reserve the right to accept the account.

#### ***Aggregation***

The aggregation or blocking of client transactions allows an adviser to execute transactions in a timelier, equitable, and efficient manner and seeks to reduce overall commission charges to clients. Our firm's policy is to aggregate client transactions where possible and when advantageous to clients. In these instances, clients participating in any aggregated transactions will receive an average share price and transaction costs will be shared equally and on a pro-rata basis.

#### ***Allocation***

Moseley Investment Management, Inc. will not allocate trades in such a way that the Adviser's own (or affiliated) account(s) or selected Clients receive more favorable treatment than the Adviser's other Client accounts. Allocation procedures should be fair and equitable to all Client types with no group

being favored or disfavored over any other group. When doing block trading, trade will be entered on the system then allocation using the trade allocation tool on the trading platform.

### **Item 13 - Review of Accounts**

Our portfolio management team regularly reviews client accounts to assess consistency with the relevant investment strategy and applicable account restrictions. While all securities within the accounts are continually monitored, there are various reconciliations performed that occur daily, monthly and/or quarterly depending on the type of account. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

Clients will be contacted at least annually for a client meeting to discuss performance and the client's financial status. If a meeting is not possible, a report is mailed. If a meeting occurs more than annually, a performance review year to date report will be prepared. Performance numbers on reports are all year to date statistics. Performance is measured against appropriate market indexes. Clients will receive confirmations and at least a quarterly statement from the Custodian with which their accounts are held.

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

We receive an economic benefit from Schwab and TD Ameritrade in the form of the support products and services they make available to us and other independent investment advisors whose clients maintain their accounts at Schwab or TD Ameritrade. You do not pay more for assets maintained at Schwab or TD Ameritrade as a result of these arrangements. However, we benefit from the referral arrangement because the cost of these services would otherwise be borne directly by us. You should consider these conflicts of interest when selecting a custodian. The products and services provided by Schwab and Td Ameritrade , how they benefit us, and the related conflicts of interest are described above (see Item 12-Brokerage Practices).

Moseley Investment Management, Inc. incentivizes employees to develop new business. Any incentives paid to employees will have no impact on the management fee of the investment advisory clients.

Moseley Investment Management, Inc. intends to comply with Rule 206(4)-3, (the "Cash Solicitation Rule"), under the Investment Advisers Act of 1940, as amended. Any such solicitation fees will be fully disclosed and in compliance with this Rule.

### **Item 15- Custody**

Under government regulations, we are considered to have custody when we have written permission from clients to directly debit fees from their custodians, or we have written permission from clients to send funds from a single registration client account to the client's joint account. Moseley does not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a independent, qualified custodian, Schwab or TD Ameritrade. You will receive account statements directly from the custodian(s) holding your funds and securities at least quarterly. They will be sent to the email or postal mailing address you provided to Schwab or TD Ameritrade. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us at 941-745-2799.

### **Item 16 – Investment Discretion**

Generally, we accept both discretionary and non-discretionary accounts. We may request that we be given discretionary authority so that we may provide discretionary asset management services for your accounts. However, you may deny such authority and request that we manage your account on a non-discretionary basis.



When you agree to give us discretionary authority we can place trades in your account without contacting you prior to each trade without obtaining your permission.

Our discretionary authority includes the ability to do the following without contacting you:

- Determine the security to buy or sell: and/or
- Determine the amount of the security to buy or sell

In all cases this discretion is to be used in a manner consistent with the stated investment objectives for your account. We will also observe the policies, limitations or restrictions which you may have given us to follow.

Your consent is typically granted and evidenced in the client agreement that you sign with us.

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

We do not have the authority to vote proxies solicited by, or with respect to, the issuers of securities held in your account. Typically, proxy materials will be forwarded to you by our custodian. We will forward proxy materials that we may receive to you. Please contact us at any time with questions you may have regarding proxy solicitations.

#### Class Action Lawsuits

At a client's written request, we will utilize the services of a third party, Chicago Clearing Corporation, to file class action lawsuits on your behalf. When Chicago Clearing Corporation provides these services to clients, they will keep a percentage of the award as payment for their services. Clients receive Chicago Clearing Corporation's fee disclosure upon opening their account. Any questions regarding these fees should be directed to Chicago Clearing Corporation at the contact information list in their separate disclosure document. If at any time you do not wish to participate in this service you have the option to opt out by providing our firm written notification.

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

We are required in this Item to provide you with certain financial information or disclosures about our financial condition. We are well capitalized in full compliance with applicable regulations and do not foresee conditions that may impair our ability to meet contractual and fiduciary commitments to you, and have not been the subject of a bankruptcy proceeding.