

# **Latitude Advisors, LLC**

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

This Disclosure Brochure provides information about the qualifications and business practices of Latitude Advisors, LLC. If you have any questions about the contents of this Disclosure Brochure, please contact us at 772.770.1950. The information in this Disclosure Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about Latitude Advisors, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Latitude Advisors, LLC is 151001.

Latitude Advisors, LLC is a registered investment adviser. Registration with the SEC or any state securities authority does not imply a certain level of skill or training.

## **Item 2 Summary of Material Changes**

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since the filing of our last annual updating amendment, dated March 12, 2019 we have the following material changes to report:

1. We no longer offer the Enhanced Income Strategy Portfolio.

## Item 3 Table Of Contents

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

## Item 4 Advisory Business

Latitude Advisors, LLC is a registered investment adviser based in Vero Beach, Florida. We are organized as a limited liability company under the laws of the State of Delaware. We have been providing investment advisory services since 2009. Latitude Financial, LLC is our owner. Currently, we offer the following investment advisory services, which are personalized to each individual client:

- Financial Planning Services;
- Portfolio Management Services;
- Selection of Other Advisers; and
- Pension Consulting Services.

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this Disclosure Brochure, the words "we," "our," "firm," and "us" refer to Latitude Advisors, LLC and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person throughout this Disclosure Brochure. As used in this Disclosure Brochure, our Associated Persons are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

### **Financial Planning Services**

The financial planning services we offer will typically involve providing a variety of services, principally advisory in nature, regarding the management of your financial resources based upon an analysis of your individual needs. An Associated Person of our firm will first conduct a complimentary initial consultation. After the initial consultation, if you decide to engage us for financial planning services, an Associated Person of our firm will conduct follow up meetings as necessary, during which pertinent information about your financial circumstances and objectives is collected. Once such information has been reviewed and analyzed, we may develop a written financial plan - designed to achieve your stated financial goals and objectives. Alternatively, we may consult with you on limited scope basis rather than develop a full financial plan. The primary objective of this process is to allow us to assist you in developing a strategy for the successful management of income, assets, and liabilities in meeting your financial goals and objectives.

Financial plans are based on your financial situation at the time the plan is presented and are based on financial information disclosed by you to our firm. Please be advised that certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. Past performance is in no way an indication of future results. We cannot offer any guarantees or promises that your financial goals and objectives will be met. If, and when, your financial situation, goals, objectives, or needs change, you must notify us promptly.

### **Portfolio Management Services**

We offer portfolio management services that are tailored to meet our clients' unique investment needs and objectives. Upon engagement of our portfolio management services, we will consult with you regarding your financial circumstances and objectives and assist you in determining (a) an appropriate set of financial goals, (b) a time horizon for your investments, and (c) your level of risk tolerance. We will synthesize and evaluate the information gathered during our consultation(s) to develop a customized investment portfolio and strategy that is based upon your unique investment profile. This customized investment program may include the selection of particular securities for investment, and, where appropriate, the implementation of a predefined investment strategy(ies), the use of certain sub-advisors, and/or the implementation of certain model investment portfolios that have been designed by our firm and/or a third party money investment management firm ("Model Portfolios").

Our current Model Portfolios and predefined investment strategies are listed below. Once we construct an investment portfolio for you, or select a Model Portfolio or predefined investment strategy, we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

At present, our firm offers the following Model Portfolios and predefined investment strategies:

- "Allocator" Models: Our Allocator models are diversified multi-asset class allocation portfolios managed using specific techniques to identify investments with attractive valuation opportunities on a tactical basis. The models primarily invest in exchange-traded funds ("ETFs") that provide exposure to certain asset classes, geographies, and economic sectors that are representative of the global financial markets. The strategies used in our model portfolios attempt to identify candidates with attractive/unattractive valuations using a variety of fundamental tools. The models are structured on a long-term strategic basis using a variety of asset classes as a foundation, with pre-set 'ranges' in the form of maximum and minimum overweights/underweights in each class, to provide both flexibility but also consistency and risk control.
- "Navigator" Models: The models utilize specific techniques to identify asset classes with strong price momentum. The models primarily invest in mutual funds that provide exposure to certain asset classes, geographies, and economic sectors that are representative of the global financial markets. The strategies used in our model portfolios attempt to identify price momentum trends using quantitative tools. The models are structured with multiple 'sleeves', each with its own factor weightings and trading intervals, to provide maximum flexibility and upside capability.

If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms.

In general, and excepting certain legacy accounts managed on a non-discretionary basis, all new client accounts will be managed exclusively on a discretionary basis. However, in limited circumstances, and at our sole discretion, we may agree to manage a new client account on a non-discretionary basis. If you enter into non-discretionary arrangement with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

In providing discretionary management services, we do not accept client restrictions on the specific securities or the types of securities that may be held in your account.

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

### **Selection of Other Advisors**

We may recommend that you utilize the services of a third party money manager ("MM") to manage a portion of, or your entire portfolio. All MMs that we recommend must either be registered as investment advisers with the SEC or with the appropriate state authority(ies).

After gathering information about your financial situation and objectives, an Associated Person of our firm will make recommendations regarding the suitability of a MM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a MM(s), we will continuously monitor the performance of any accounts managed by the MM(s) to ensure their performance and investment style remains aligned with your investment goals and objectives and will assume discretionary authority to hire or fire the MM(s) where such action is deemed to be in your best interests.

If you are referred to MMs you will receive full disclosure, including services rendered and fee schedules, at the time of the referral by delivery of a copy of the relevant MM's Form ADV Part 2 or equivalent disclosure document. In addition, if the investment program recommended to you is a wrap fee program, you will receive the Appendix 1 or equivalent wrap fee brochure provided by the sponsor of the program. We will provide to you with all appropriate disclosure statements, including disclosure of solicitation fees paid to our firm and our associated persons.

### **Pension Consulting Services**

Our firm provides pension consulting services to employee benefit plans, the plan sponsors and fiduciaries (collectively, the "Sponsor") based upon an analysis of the needs of the plan. In general, these services may include an existing plan review, formation of an investment policy statement, assisting the Sponsor in fund selection and investment options, investment performance monitoring, risk management education, and/or ongoing consulting. Additionally, we will offer the Sponsor assistance in setting up a relationship with a third party administrator and processing enrollment forms. We may also offer communication and education services to provide meaningful information regarding the retirement plan to its Participants. Information provided to participants in the educational seminars will be limited to general, impersonal advice.

Pension consulting services will be provided pursuant to the agreement entered into and within the parameters set forth in the plan documents. Where the Sponsor engages our firm to provide advice to participants on an individual basis, such advice will be limited to general retirement planning issues, and fund selection and asset allocation of plan assets.

Plan Participants who wish to engage our firm for individualized financial planning or consulting services outside the scope of the qualified plan may do so by executing a separate agreement, including separate fees and fee payment arrangements, with us.

All accounts are regulated under ERISA. We will provide consulting services to the Sponsor and the Participants as described above. The named Sponsor must make the ultimate decision as to retaining our firm for pension consulting services. The Sponsor is free to seek independent advice about the appropriateness of any recommended services for the plan.

### **Advisory Services to Retirement Plans**

As disclosed above, we offer various levels of advisory and consulting services to employee benefit plans ("Plan") and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors in meeting their management and fiduciary obligations to Participants under the Employee Retirement Income Securities Act ("ERISA"). Pursuant to adopted regulations of the U.S. Department of Labor under ERISA Section 408(b)(2), we are required to provide the Plan's responsible plan fiduciary (the person who has the authority to engage us as an investment adviser to the Plan) with a written statement of the services we provide to the Plan, the compensation we receive for providing those services, and our status (which is described below).

The services we provide to your Plan, and the corresponding compensation are described above, and in the service agreement that you have previously signed with our firm. We may, with consent of the Plan, and in accordance with Plan documents, bill out of pocket expenses (such as overnight mailings, messenger, translation fees, etc.) at cost. We do not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants. Nonetheless, since Associated Persons of our firm are registered representative and/or licensed insurance agents, these individuals may receive 12b-1 fees, revenue sharing or other forms of indirect compensation in connection with mutual fund investments allowable under applicable authority through GWN Securities, Inc. (please refer to Items 5, 12, and 14 for additional disclosures). If we receive any other compensation for such services, we will (i) offset the compensation against our stated fees, and (ii) we will promptly disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

In providing services to the Plan and Participants, our status is that of an investment adviser registered under the Investment Advisers Act of 1940, and we are not subject to any disqualifications under Section 411 of ERISA. In performing fiduciary services, we are acting as a non-discretionary fiduciary of the Plan as defined in Section 3(21) under ERISA, only.

### **Types of Investments**

We reserve the right to advise you on any type of investment that we deem appropriate based on your stated goals and investment objectives. We may also provide advice on any type of investment held in your at the inception of the advisory relationship or on any investment on which you request advice.

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

### **Assets Under Management**

As of December 31, 2019 we provide continuous management services for \$140,750,000 in client assets on a discretionary basis, and \$26,500,000 in client assets on a non-discretionary basis.

## **Item 5 Fees and Compensation**

### **Financial Planning Services**

We utilize the following financial planning fee schedules, subject to negotiation, depending on the nature, complexity and time involved in providing you with the requested services.

**Fixed Fees:** We will charge up to \$10,000.00 in fixed fees for broad based planning services. In limited circumstances, the total cost could potentially exceed \$10,000.00. In such cases, we will notify you and may request that you pay an additional fee.

**Hourly Fees:** We charge an hourly fee of up to \$250 if you request specific services (such as a modular plan or hourly consulting services) and do not desire a broad based written financial plan.

When the scope of the financial planning services has been agreed upon, a determination will be made as to the applicable fee. The final fee shall be directly dependent upon the facts and circumstances of your financial situation and the complexity of the financial plan or service requested. An estimate of the total cost will be determined at the start of the advisory relationship. Generally, we will require a partial payment of financial planning fees upon execution of the financial planning agreement with the remainder of the fees payable upon completion of the contracted services.

We do not require you to pay fees six or more months in advance. Should the engagement last longer than six months between acceptance of financial planning agreement and delivery of the financial plan, any prepaid unearned fees will be promptly returned to you less a pro rata charge for bona fide financial planning services rendered to date.

In our sole discretion, we may waive or offset a portion of the financial planning fee by commissions earned by our Associated Persons for the sale of securities, mortgages or insurance products in their separate capacities as registered representatives, mortgage brokers and insurance agents.

You may terminate our financial planning agreement upon written notice to our firm. If we terminate the agreement we will provide you with 30 days written notice. Upon termination, any unearned, prepaid fees accessed by third parties advisers will be returned to you.

### **Portfolio Management Services**

Our fee for portfolio management services is based upon a percentage of the assets in your account and is set forth in the following annual fee schedules:

#### IA Managed Accounts (Block and Non-block traded accounts) and Navigator Model Managed Accounts:

<b>Assets Under Management</b>	<b>Annual Fee</b>
\$0 - \$1,000,000	Up to 2.00%
\$1,000,001 - \$5,000,000	Up to 1.50%
\$5,000,001 and above	Up to 1.00%

#### Allocator Model Managed Accounts:

<b>Assets Under Management</b>	<b>Annual Fee</b>
\$0 - \$1,000,000	Up to 1.5%
\$1,000,001 - \$5,000,000	Up to 1.25%
\$5,000,001 and above	Up to 1.00%

The annual fee for portfolio management services is billed quarterly, in arrears, based on the market value of the assets in the client's account on the last day of the calendar quarter. Fees will be assessed pro rata in the event the asset management agreement is executed at any time other than the first day of a calendar quarter. Portfolio management fees are negotiable depending on factors such as the amount of assets under management, range of investments, and complexity of your financial circumstances, among others.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.



We will either invoice you directly for portfolio management fees, or payment of our management fees will be made by the qualified custodian holding your funds and securities provided that you provide written authorization permitting the fees to be paid directly from your account. We will not have access to your funds for payment of fees without your consent in writing. Further, the qualified custodian agrees to deliver an account statement directly to you showing all disbursements from the account on at least a quarterly basis. You are encouraged to review your account statements for accuracy. We will receive a duplicate copy of the statement that was delivered to you by the qualified custodian.

You may terminate our investment advisory agreement upon 30 days written notice to our firm. You will incur a pro-rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client.

### **Selection of Other Advisors**

Our firm will share in the fee paid by you to the MM. The fees paid by you to the MM are established and payable in accordance with the Form ADV Part 2 or other equivalent disclosure document provided by each MM to whom you are referred and these fees may or may not be negotiable. Such compensation may differ depending upon our individual agreement with each MM. Such situations create conflicts of interests, since our firm or our Associated Persons may have an incentive to recommend one MM over another MM with whom it has more favorable, or no, compensation arrangements. We strive to adhere to high fiduciary standard, the intention of which is to protect your interests at all times and to demonstrate its commitment to its duties of honesty, good faith and fair dealing with you.

Clients may be required to sign an agreement directly with the MM(s) selected. The Client, the Firm or the MM, in accordance with the provisions of those agreements, may terminate the advisory relationship. If the MM is compensated in advance, the Client will typically receive a pro rata refund of any prepaid advisory fees upon termination of an advisory agreement.

### **Pension Consulting Services**

The scope of Pension Consulting services, the fees, and the terms of the agreement for these services will be negotiated on a case-by-case basis with each Sponsor. We may be compensated based on a fee based on percentage of assets, or a combination of fee arrangements based on the complexity of the plan and the agreement with the Sponsor. In any case, we will not have access to plan funds for payment of fees without written consent. The terms regarding payment of fees, termination, and refunds will be clearly set forth in the agreement executed between our firm and the Sponsor. We will not receive additional compensation beyond the consulting fees for its pension consulting services.

You may terminate our pension consulting agreement upon written notice to our firm. If we terminate the agreement we will provide you with 30 days written notice. The Sponsor may incur a charge for services rendered prior to such termination. If applicable, any unearned fees will be refunded on a pro rata basis.

The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory Client (15 U.S.C. §80b-5(a)(1)).

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and ETFs. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or ETFs (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and

other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, ETFs, our firm, and others. For information on our brokerage practices, please refer to the Item 12 of this Disclosure Brochure.

### **Compensation for the Sale of Securities or Other Investment Products**

Some persons providing investment advice on behalf of our firm are registered representatives with GWN Securities, Inc ("GWN"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In their capacity as registered representatives, these persons receive compensation in connection with the purchase, sale or holding of securities, including 12b-1 fees for the sale or holding of mutual funds. Compensation earned by these persons in their capacities as registered representatives is separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives have a financial incentive to recommend securities transactions for the purpose of generating commissions rather than solely based on your needs. Persons providing investment advice to advisory clients on behalf of our firm can select or recommend, and in many instances will select or recommend, mutual fund investments in share classes that pay 12b-1 fees when clients are eligible to purchase share classes of the same funds that do not pay such fees and are less expensive. This presents a conflict of interest. When recommending mutual funds we primarily recommend share classes without a sales charge and/or transaction fee; however, some funds and fund families are only available with a transaction fee. You are under no obligation, contractually or otherwise, to purchase securities products through any person affiliated with our firm who receives compensation described above.

We may recommend that you purchase variable annuities to be included in your investment portfolio(s). Persons providing investment advice on behalf of our firm may earn commissions on the sale of the variable annuities in his or her capacity as a registered representative of GWN. If these persons earn commission on the sale of variable annuities recommended to you, we will not include the annuity accounts in the total value used for our advisory billing/fee computation for two (2) years after the annuity contract is sold. After the two-year period, the value of the annuity sub accounts will be added to the value of your total assets for billing purposes. Annuities will be purchased for your account only after you receive a prospectus disclosing the terms of the annuity. You are under no obligation, contractually or otherwise, to purchase variable annuities through any person affiliated with our firm.

Some persons providing investment advice on behalf of our firm are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have a financial incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

At our discretion, we may offset our advisory fees to the extent our Associated Persons earn commissions in their separate capacities as registered representatives and/or insurance agents.

Any material conflicts of interest between you and our firm, or our employees are disclosed in this Disclosure Brochure. If at any time, additional material conflicts of interest develop, we will provide you with written notification of the material conflicts of interest or an updated Disclosure Brochure.

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

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the *Advisory Business* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

## **Item 7 Types of Clients**

We offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities.

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

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

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

- **Fundamental Analysis** - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.
- **Long Term Purchases** - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- **Short Term Purchases** - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.
- **Option Purchases or Sales** - An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor sells an option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. The seller pays the buyer a premium (the market price of the option at a particular time) in exchange for writing the option.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

**Fundamental Analysis** - The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Cyclical Analysis - Economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

We may use short-term trading (in general, selling securities within 30 days of purchasing the same securities) as an investment strategy when managing your account(s). Short-term trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and tolerance for risk.

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

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

### **Risk of Loss**

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

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

As disclosed under Item 4 of this Disclosure Brochure, we do not necessarily recommend one particular type of security over another since each client has different needs and different tolerance for risk. Each type of security has its own unique set of associated risks and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

## **Item 9 Disciplinary Information**

Latitude Advisors, LLC has been registered and providing investment advisory services since 2009. Neither our firm nor any of our management persons has any reportable disciplinary information.

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

Principals, executive officers and other Associated Persons of our firm may be licensed as registered principals/representatives offering securities through GWN Securities, Inc. ("GWN") a registered general securities broker/dealer member FINRA & SIPC. GWN is also a federally registered investment adviser. In this capacity, such individuals can effect transactions in securities and investment company products for their clients and earn compensation for these activities. Such compensation may include commissions and/or 12b-1 fees for the sale of investment company products. We expect that clients of our firm may also be brokerage clients of GWN. You are under no obligation to use the services of GWN, or any of its registered representatives for the purchase of brokerage products and/or services; and are informed that the fees charged by our firm for advisory services are separate and distinct from any fees or commissions charged by GWN for brokerage services.

Certain Principals and/or Associated Persons of our firm may also be licensed as insurance agents and mortgage brokers through various entities. Such individuals, may offer insurance or real estate products and earn additional compensation in the form of commissions for these activities. You are advised that the fees paid to our firm for advisory services are separate and distinct from the commissions earned by Associated Persons of our firm for the sale of these products. You are under no obligation to use Associated Persons of our firm for insurance and/or real estate services and may use the insurance and/or real estate brokerage firm and/or agent of your choosing.

Certain Principals and Associated Persons of our firm may also be licensed as CPAs and attorneys and may offer accounting and legal services to advisory clients. Clients of our firm are under no obligation to use the services of such individuals for accounting or legal services. Any fees paid to us for advisory services are separate and distinct from any fees charged by such individuals for accounting and legal services.

Latitude Financial, LLC, the parent company of our firm, has entered into various marketing and referral arrangements with insurance companies and may receive fees as a result of such activities. The fees paid to Latitude Financial, LLC for such activities are separate and distinct from fees earned by our firm for investment advisory services.

### **Recommendation of Other Advisers**

We may recommend that you use a third party money manager ("MM") based on your needs and suitability. We will receive compensation from the MM for recommending that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the third party adviser. You are not obligated, contractually or otherwise, to use the services of any MM we recommend.

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

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

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also

required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting us at [info@latitudefinancial.net](mailto:info@latitudefinancial.net).

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

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this Disclosure Brochure.

### **Personal Trading Practices**

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities.

## **Item 12 Brokerage Practices**

We recommend the brokerage and custodial services of Fidelity Brokerage Services, LLC ("Fidelity"), a securities broker-dealer and member of the New York Stock Exchange ("NYSE"), FINRA and the SIPC.

We believe that the recommended broker-dealer/custodian provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by recommended broker-dealer/custodian, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services recommended broker-dealer/custodian provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Some persons providing investment advice on behalf of our firm who are registered representatives of GWN Securities. These individuals are subject to applicable rules that may restrict them from conducting securities transactions away from GWN unless GWN provides them with written authorization to do so. You may utilize the broker-dealer of your choice and have no obligation to purchase or sell securities through such broker as we recommend. However, if you do not use a broker recommended by us, we may not be able to accept your account. Please see Item 5 in this Disclosure Brochure for more information on the compensation received by registered representatives who are affiliated with our firm.

### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

### **Directed Brokerage**

We routinely recommend that you direct our firm to execute transactions through Fidelity. As such, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer that offers the same types of services.

**Block Trades**

We may combine multiple orders for shares of the same securities purchased for discretionary accounts; however, we do not combine orders for non-discretionary accounts. Accordingly, non-discretionary accounts may pay different costs than discretionary accounts pay. If you enter into non-discretionary arrangements with our firm, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than clients who enter into discretionary arrangements with our firm.

**Item 13 Review of Accounts**

At least annually, Associated Persons of our firm may review or offer to review your account. We will monitor your account on a continuous basis. Additional reviews may be offered in certain circumstances. Triggering factors that may stimulate additional reviews include, but are not limited to, changes in economic conditions, contributions and withdrawals from your account, security specific events, and/or changes in your financial situation, risk tolerance or investment objectives

**Item 14 Client Referrals and Other Compensation**

Please refer to Item 12 of this Disclosure Brochure for disclosures on research and other benefits we may receive resulting from our relationship with GWN.

As disclosed under Item 5 of this Disclosure Brochure, some persons providing investment advice on behalf of our firm are licensed insurance agents, and are registered representatives with GWN, a securities broker-dealer, and a member of FINRA and the SIPC. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to Item 5 herein.

We have entered into solicitor agreements with third-party investment advisers (i.e., "MMs"). Due to these arrangements we will recommend and refer clients to certain MMs for investment advisory services. We receive a portion of the advisory fee you pay directly to these MMs for our solicitor services. The advisory fee you pay to the MMs is established and payable in accordance with the Disclosure Brochure provided by each MM to whom you are referred. These fees may or may not be negotiable. Our compensation may differ depending upon the individual agreement we have with the particular MM. As such, a conflict of interest may arise where our firm or our Associated Persons may have a financial incentive to recommend certain MMs with whom we have more favorable compensation arrangements over certain other MMs or advisory programs offered by MMs with whom we have less favorable (or no) compensation arrangements in place.

We have entered into a revenue sharing arrangement with Fidelity Brokerage Services, LLC ("Fidelity") and GWN Securities, Inc. ("GWN"). Fidelity collects and disburses 40% of the sales load and 12b-1 compensation that is payable to us in connection with eligible mutual fund transactions and assets maintained in accounts held by Fidelity on behalf of Latitude Advisors. As paying agent, Fidelity will disburse the payments from the respective fund company to GWN. These payments will be credited to a principal and/or Associated Person of Latitude Advisors as additional compensation.

We receive economic benefits from a non-client for providing investment advice or other advisory services to you. Through our participation in certain programs or use of a custodian we are entitled to receive economic benefits. As part of our fiduciary duty, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by our firm from a non-client in and of themselves creates a potential conflict of interest and may influence our choice in providing services to your account. This arrangement does not cause our clients to pay any additional transaction fees beyond those that are traditionally charged by our firm and/or other service providers.



### **Solicitor Arrangements**

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

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

### **Item 15 Custody**

We directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us at [info@latitudefinancial.net](mailto:info@latitudefinancial.net).

### **Asset Transfer Authority**

Our firm or persons associated with our firm may effect third party asset transfers for client accounts without client written consent per transaction for client accounts. An adviser with authority to conduct third party asset transfers has access to the client's assets, and therefore has custody of the clients' assets in any related accounts.

### **Item 16 Investment Discretion**

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

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. Please refer to Item 4 of this Disclosure Brochure for more information on our discretionary management services.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.



## Item 17 Voting Client Securities

### Proxy Voting

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitations to vote proxies.

## Item 18 Financial Information

Although we do not have a financial condition impacting our ability to meet our contractual obligations to clients, we have elected to participate in the PPP loan program to continue to pay out employees because we wanted to add a layer of capital in case the current financial crisis relating to the pandemic worsened.

## Item 19 Additional Information

### Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will never sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact us at [info@latitudefinancial.net](mailto:info@latitudefinancial.net), if you have any questions regarding this policy.

### Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, the trade error will be corrected in the trade error account of the executing broker-dealer and you will not keep the profit.

**Class Action Lawsuits**

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