

# **CFM Wealth Partners LLC**

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: September 2, 2020**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of CFM Wealth Partners LLC (“CFM” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (512) 366-3925.

CFM is a registered investment advisor with U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about CFM to assist you in determining whether to retain the Advisor.

Additional information about CFM and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 305135.

**CFM Wealth Partners LLC**  
**3500 Jefferson Street, Suite 315, Austin, TX 78731**  
**Phone: (512) 366-3925 | Fax: (512) 366-3924**  
<http://cfmwealth.com>

## Item 2 – Material Changes

---

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of CFM. For convenience, the Advisor has combined these documents into a single disclosure document.

CFM believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide you with complete and accurate information at all times. CFM encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor has changed its ownership structure. Malcolm Cooper is no longer an owner of CFM Wealth Partners LLC.
- The Advisor no longer offers a Wrap Fee Program and does not include securities transactions costs as part of the overall investment advisory fees. Please see Item 4.D.

### Future Changes

The Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 305135. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (512) 366-3925.

---

#### **CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>

### Item 3 – Table of Contents

---

<b>Item 1 – Cover Page .....</b>	<b>1</b>
<b>Item 2 – Material Changes .....</b>	<b>2</b>
<b>Item 3 – Table of Contents .....</b>	<b>3</b>
<b>Item 4 – Advisory Services.....</b>	<b>4</b>
A. Firm Information .....	4
B. Advisory Services Offered.....	4
C. Client Account Management .....	6
D. Wrap Fee Programs.....	6
E. Assets Under Management.....	6
<b>Item 5 – Fees and Compensation .....</b>	<b>6</b>
A. Fees for Advisory Services.....	6
B. Fee Billing.....	7
C. Other Fees and Expenses.....	8
D. Advance Payment of Fees and Termination .....	8
E. Compensation for Sales of Securities .....	9
<b>Item 6 – Performance-Based Fees and Side-By-Side Management .....</b>	<b>9</b>
<b>Item 7 – Types of Clients .....</b>	<b>9</b>
<b>Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....</b>	<b>9</b>
A. Methods of Analysis .....	9
B. Risk of Loss .....	10
<b>Item 9 – Disciplinary Information .....</b>	<b>11</b>
<b>Item 10 – Other Financial Industry Activities and Affiliations.....</b>	<b>11</b>
<b>Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</b>	<b>12</b>
A. Code of Ethics .....	12
B. Personal Trading with Material Interest.....	12
C. Personal Trading in Same Securities as Clients .....	12
D. Personal Trading at Same Time as Client.....	12
<b>Item 12 – Brokerage Practices .....</b>	<b>12</b>
A. Recommendation of Custodian[s] .....	12
B. Aggregating and Allocating Trades .....	13
<b>Item 13 – Review of Accounts.....</b>	<b>13</b>
A. Frequency of Reviews .....	13
B. Causes for Reviews.....	13
C. Review Reports.....	13
<b>Item 14 – Client Referrals and Other Compensation .....</b>	<b>14</b>
A. Compensation Received by CFM.....	14
B. Client Referrals from Solicitors .....	14
<b>Item 15 – Custody.....</b>	<b>14</b>
<b>Item 16 – Investment Discretion .....</b>	<b>14</b>
<b>Item 17 – Voting Client Securities .....</b>	<b>15</b>
<b>Item 18 – Financial Information .....</b>	<b>15</b>
<b>Form ADV 2B – Brochure Supplements .....</b>	<b>16</b>
<b>Privacy Policy .....</b>	<b>20</b>

## Item 4 – Advisory Services

---

### A. Firm Information

CFM Wealth Partners LLC (“CFM” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). CFM is organized as a Limited Liability Company (“LLC”) under the laws of the State of Texas in September 2019. The Principal Officers of CFM are Jolynn H. Free (Co-Founder and Partner) and Edward A. Moody (Co-Founder and Managing Partner).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by CFM. For information regarding this Disclosure Brochure, please contact Lisa S. Maas (Chief Operating Officer and Chief Compliance Officer) at (512) 366-3925.

### B. Advisory Services Offered

CFM offers investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations, businesses, and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. CFM’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

CFM provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. CFM works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to design a portfolio strategy. CFM will then design an investment strategy that may include the Advisor’s internal investment management and/or the use of independent managers and/or internal investment management.

*Internal Management* – CFM will then construct an investment portfolio, consisting of mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

CFM’s investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. CFM will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

CFM evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. CFM may recommend, on occasion, redistributing investment allocations to diversify the portfolio. CFM may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. CFM may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will CFM accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 - Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

---

#### CFM Wealth Partners LLC

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>

*Use of Independent Managers* – CFM will recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) in connection with a Client’s investment strategies. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Advisor will assist in the development of investment policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers’ strategies and target allocations remain aligned with the Clients’ investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated investment manager[s] or investment platform[s], will be provided with the Independent Manager’s Form ADV Part 2A – Disclosure Brochure (or a brochure that makes the appropriate disclosures).

#### Financial Planning Services

CFM will typically provide a variety of financial planning and consulting services to Clients. Financial planning services may be included in an overall wealth management engagement or provided separately. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client’s financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client’s financial situation.

A financial plan developed for, or financial consultation rendered to, the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

CFM may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client’s financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

#### Retirement Plan Advisory Services

CFM provides non-discretionary retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring
- Investment Oversight
- Performance Reporting
- Ongoing Investment Recommendation and Assistance

These services are provided by CFM serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In accordance with ERISA Section 408(b)(2), the Plan

Sponsor is provided with a written description of CFM's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

### **C. Client Account Management**

Prior to engaging CFM to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – CFM, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – CFM will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – CFM will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – CFM will provide investment management and ongoing oversight of the Client's investment portfolio.

### **D. Wrap Fee Programs**

CFM does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by CFM.

### **E. Assets Under Management**

As of December 31, 2019, CFM manages \$429,373,290 in Client assets, \$429,016,854 of which are managed on a discretionary basis and \$356,436 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

---

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range from 0.75% to 1.25% annually based on several factors, including: the complexity of the services to be provided, the inclusion of financial planning services, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may also have an arrangement for a fixed fee. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by CFM will be independently valued by the Custodian. CFM will not have the authority or responsibility to value portfolio securities.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Clients may make additions to and withdrawals from their account[s] at any time, subject to CFM's right to terminate an account. Additions may be in cash or securities provided that CFM reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to CFM, subject to the usual and customary securities settlement procedures. However, CFM designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. CFM may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

#### Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio using one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers will not typically offer any fee discounts, but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Managers's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee will not exceed 1.50% annually.

#### Financial Planning Services

Financial planning may be included in an overall wealth management engagement, pursuant to the terms of the wealth management agreement. At times, the Advisor may offer financial planning and consulting services as a separate engagement and fee. In such instances, CFM offers its services either on an hourly basis or a fixed engagement fee. Hourly engagements range up to \$500 per hour. Fixed engagement fees are based on the expected effort and duration to complete the engagement at the negotiated rate. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and total costs will be provided to the Client prior to engaging for these services.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 0.75%. Fees are billed in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable depending on the size and complexity of the Plan.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with CFM at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by CFM to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian. Certain Clients may also have arrangements with the Advisor that are invoiced to the Client or paid from other accounts by the Client.

#### Use of Independent Managers

For Client account[s] implemented through an Independent Manager, the Client's overall fees will include CFM's investment advisory fee (as noted above) plus the investment management fees and/or platform fees charged by the Independent Manager. The Independent Manager will assume the responsibility for calculating the Client's fee and deducting all fees from the Client's account[s].

---

#### **CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>



#### Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed-upon deliverable[s].

#### Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than CFM, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all securities execution and custody fee charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. The fees charged by CFM are separate and distinct from these custody and execution fees.

In addition, all fees paid to CFM for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of CFM, but would not receive the services provided by CFM which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by CFM to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

### **D. Advance Payment of Fees and Termination**

#### Investment Management Services

CFM may be compensated for its investment management services in advance of the quarter in which services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and that Independent Manager. CFM will assist the Client with the termination and transition as appropriate.

#### Financial Planning Services

CFM requires an advance deposit, as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. Upon termination, the Advisor will refund any unearned, prepaid financial planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

---

#### **CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>



#### Retirement Plan Advisory Services

CFM is compensated for its retirement plan advisory services at the beginning of the quarter in which services are rendered. Either party may request to terminate a retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for retirement plan advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

CFM does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

Advisory Persons are also licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by these persons are separate and in addition to advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of the Advisor who are insurance agents have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

---

CFM does not charge performance-based fees for its investment advisory services. The fees charged by CFM are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

CFM does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

#### **Item 7 – Types of Clients**

---

CFM offers investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations, businesses and retirement plans. The amount of each type of Client is available on CFM's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. CFM generally does not impose a minimum relationship size, however certain Independent Managers may impose a minimum fee.

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

---

##### **A. Methods of Analysis**

CFM primarily employs fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from CFM are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. This criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations

**CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>

are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that CFM will be able to accurately predict such a reoccurrence.

As noted above, CFM generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. CFM will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, CFM may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. CFM will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

Following are some of the risks associated with the Advisor's investment approach:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF

---

#### **CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>

purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

#### Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

#### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

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

---

**There are no legal, regulatory or disciplinary events involving CFM or its management persons.** CFM values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 305135.

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

---

#### Insurance Agency Affiliations

As noted in Item 5, Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with CFM. As an insurance professional, the Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. The Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisory Persons or the Advisor.

#### Use of Independent Managers

As noted in Items 4, the Advisor may implement all of a portion of a Client's investment portfolio with one or more Independent Managers. The Advisor does not receive additional compensation from any Independent Manager, nor does this present a material conflict of interest. The Advisor will only earn its investment advisory fee as described in Item 5.A.

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

---

### **A. Code of Ethics**

CFM has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with CFM (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to the Client. CFM and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of CFM’s Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (512) 366-3925.

### **B. Personal Trading with Material Interest**

CFM allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. CFM does not act as a principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. CFM does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

CFM allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by CFM requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While CFM allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will CFM, or any Supervised Person of CFM, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

---

### **A. Recommendation of Custodian[s]**

CFM does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize CFM to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, CFM does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where CFM does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by CFM. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. CFM may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian’s offices.

CFM will generally recommend that Clients establish their account[s] at Raymond James Financial, Inc. ("Raymond James"), a FINRA-registered broker-dealer and member SIPC. Raymond James will serve as the Client's "qualified custodian". CFM maintains an institutional relationship with Raymond James, whereby the Advisor receives economic benefits from Raymond James. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **CFM does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

**2. Brokerage Referrals** - CFM does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where CFM will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). CFM will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. CFM will execute its transactions through the Custodian as authorized by the Client. CFM may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade 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 or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

## **Item 13 – Review of Accounts**

---

### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of CFM and periodically by the CCO. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify CFM if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to

the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

---

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

### **A. Compensation Received by CFM**

CFM is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. CFM does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. CFM may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, CFM may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform

CFM has established an institutional relationship with Raymond James to assist the Advisor in managing Client account[s]. Access to the Raymond James platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Raymond James. The software and related systems support may benefit the Advisor, but not its Clients directly. In addition, Raymond James has provided the Advisor with financial support in establishing the Advisor in exchange for transitioning assets to the Raymond James' platform. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

### **B. Client Referrals from Solicitors**

CFM does not engage paid solicitors for Client referrals.

---

## **Item 15 – Custody**

CFM does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct CFM to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by CFM to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

---

## **Item 16 – Investment Discretion**

CFM generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by CFM. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by CFM will be in accordance with each Client's investment objectives and goals.



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

---

CFM does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

## **Item 18 – Financial Information**

---

Neither CFM, nor its management, have any adverse financial situations that would reasonably impair the ability of CFM to meet all obligations to its Clients. Neither CFM, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. CFM is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$1,200 or more for services to be performed six months or more in the future.

---

### **CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>

## **Form ADV Part 2B – Brochure Supplement**

**for**

**Jolynn H. Free  
Co-Founder and Partner**

**Effective: September 2, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Jolynn H. Free (CRD# 1098043) in addition to the information contained in the CFM Wealth Partners LLC (“CFM” or the “Advisor”, CRD# 305135) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the CFM Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (512) 366-3925.

Additional information about Mrs. Free is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 1098043.

---

**CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>

---

## Item 2 – Educational Background and Business Experience

---

Jolynn H. Free, born in 1949, is dedicated to advising Clients of CFM as a Co-Founder/Partner. Mrs. Free earned an MFA from University of Texas at Austin in 1975. Mrs. Free also earned a BFA from University of Texas at Austin in 1973. Mrs. Additional information regarding Mrs. Free's employment history is included below.

### Employment History:

Co-Founder and Partner, CFM Wealth Partners LLC	09/2019 to Present
Senior Vice President/Financial Advisor, Stephens, Inc.	12/2012 to 09/2019
Senior Vice President/Financial Advisor, RBC Wealth Management	08/1988 to 11/2012

---

## Item 3 – Disciplinary Information

---

***There are no legal, civil or disciplinary events to disclose regarding Mrs. Free.*** Mrs. Free has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mrs. Free.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mrs. Free.***

However, we do encourage you to independently view the background of Mrs. Free on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 1098043.

---

## Item 4 – Other Business Activities

---

### Insurance Agency Affiliations

Mrs. Free is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mrs. Free's role with CFM. As an insurance professional, Mrs. Free receives customary commissions and other related revenues from the various insurance companies whose products are sold. Mrs. Free is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mrs. Free or the Advisor.

---

## Item 5 – Additional Compensation

---

Mrs. Free has additional business activities where compensation is received that are detailed in Item 4 above.

---

## Item 6 – Supervision

---

Mrs. Free serves as a Co-Founder and Partner of CFM and is supervised by Lisa Maas, the Chief Compliance Officer. Mrs. Maas can be reached at (512) 366-3925.

CFM has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of CFM. Further, CFM is subject to regulatory oversight by various agencies. These agencies require registration by CFM and its Supervised Persons. As a registered entity, CFM is subject to examinations by regulators, which may be announced or unannounced. CFM is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## **Form ADV Part 2B – Brochure Supplement**

**for**

**Edward A. Moody  
Co-Founder and Managing Partner**

**Effective: September 2, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Edward A. Moody (CRD# 4783505) in addition to the information contained in the CFM Wealth Partners LLC (“CFM” or the “Advisor”, CRD# 305135) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the CFM Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (512) 366-3925.

Additional information about Mr. Moody is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4783505.

---

**CFM Wealth Partners LLC**

3500 Jefferson Street, Suite 315, Austin, TX 78731

Phone: (512) 366-3925 | (512) 366-3924

<http://cfmwealth.com>

## Item 2 – Educational Background and Business Experience

---

Edward A. Moody, born in 1979, is dedicated to advising Clients of CFM as a Co-Founder and Managing Partner. Mr. Moody earned a BBA Finance from University of Texas at Austin in 2002. Additional information regarding Mr. Moody's employment history is included below.

### Employment History:

Co-Founder and Managing Partner, CFM Wealth Partners LLC	09/2019 to Present
Vice President, Stephens, Inc.	11/20012 to 09/2019
Financial Advisor, RBC Capital Markets, LLC	03/2004 to 11/2012

## Item 3 – Disciplinary Information

---

***There are no legal, civil or disciplinary events to disclose regarding Mr. Moody.*** Mr. Moody has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Moody.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Moody.***

However, we do encourage you to independently view the background of Mr. Moody on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4783505.

## Item 4 – Other Business Activities

---

### Insurance Agency Affiliations

Mr. Moody is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Moody's role with CFM. As an insurance professional, Mr. Moody receives customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Moody is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Moody or the Advisor.

## Item 5 – Additional Compensation

---

Mr. Moody has additional business activities where compensation is received that are detailed in Item 4 above.

## Item 6 – Supervision

---

Mr. Moody serves as a Co-Founder | Managing Partner of CFM and is supervised by Lisa Maas, the Chief Compliance Officer. Mrs. Maas can be reached at (512) 366-3925.

CFM has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of CFM. Further, CFM is subject to regulatory oversight by various agencies. These agencies require registration by CFM and its Supervised Persons. As a registered entity, CFM is subject to examinations by regulators, which may be announced or unannounced. CFM is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## Privacy Policy

---

Effective: September 2, 2020

### Our Commitment to You

CFM Wealth Partners LLC ("CFM" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. CFM (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

CFM does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.



### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> CFM does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where CFM or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> CFM does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (512) 366-3925.