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CAPITAL PARTNERS, LLC

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July 1, 2021

Part 2A Brochure

This brochure provides information about the qualifications and business practices of Verus Capital Partners, LLC. If you have any questions about the contents of this brochure, please contact us at 480-990-3719. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Verus Capital Partners, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Additional information about Verus Capital Partners, LLC is available on the SEC's website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Verus Capital Partners, LLC is 151568.

ITEM – 2 MATERIAL CHANGES

This is the firm's annual amendment dated July 1st, 2021. This version of Form ADV 2A serves as the most recent update to the other-than-annual amendment dated October 16, 2020.

Information that is new to this filing and serves as an update to the previous filing can be found in the following sections:

As a general notice, Verus Capital Partners, LLC no longer has a relationship with Securities America, Inc., Securities America Advisors (SAA), or any of the Securities America companies effective October 16th, 2020. As of the effective date, Verus has voluntarily terminated its' relationship with the Securities America companies. Upon successful termination of this relationship, Verus has initiated a relationship with LPL Financial Holdings Inc. ("LPL"), a full-service broker/dealer, member FINRA/SIPC and LPL Financial LLC, an SEC Registered Investment Adviser. Many of the material changes herein reflect Verus' voluntary termination of its' relationship with the Securities America companies and subsequent establishment of Verus' relationship with LPL Financial Holdings Inc. and LPL Financial LLC, an SEC Registered Investment Adviser.

All mentioning's of Securities America, Inc. (SAI), Securities America Advisors, Inc. (SAA), and the programs offered in conjunction with our past relationship with the Securities America companies has been removed from this document.

ITEM 4: ADVISORY BUSINESS

The following investment programs relating to advisory business have been removed in their entirety. These programs were available in conjunction with Verus' relationship with the Securities America Companies. Immediately upon effective termination of said relationship, these programs will no longer be offered by Verus Capital Partners, LLC or any of our Investment Advisor Representatives:

“Financial Advisor Program (FAP)”

“Managed Opportunities Program”

The following Third-Party Money Manager programs relating to advisory business have been removed in their entirety. These programs were available in conjunction with Verus' relationship with the Securities America Companies. Immediately upon effective termination of said relationship, these programs will no longer be offered by Verus Capital Partners, LLC or any of our Investment Advisor Representatives:

“Independent Managed Assets Program (IMAP)”

“Genworth Program”

“SEI Asset Management Program”

“Variable Annuity Subaccount Management”

The following investment advisory custodian has been added:

LPL Financial

The following LPL Financial Sponsored investment advisory programs have been added:

“Manager Access Select Program”

“Optimum Market Portfolios Program (OMP)”

“Personal Wealth Portfolios Program (PWP)”

“Model Wealth Portfolios Program (MWP)”

“Small Market Solution (SMS) Program”

Information regarding Verus’ access to third-party managed advisory services, and the nature of this arrangement, has been added to this section under the heading “Third Party Advisory Services”

Advisory assets under management have been updated to reflect assets managed as of July 1, 2021.

ITEM 5: FEES AND COMPENSATION

The following investment programs, removed from ITEM 4, have also been removed from this section:

“Financial Advisor Program (FAP)”

“Managed Opportunities Program”

The following Third-Party Money Manager programs, removed from ITEM 4, have also been removed from this section. All mentioning of these programs, including the fees and compensation related to these programs has been removed:

“Independent Managed Assets Program (IMAP)”

“Genworth Program”

“SEI Asset Management Program”

“Variable Annuity Subaccount Management”

The fees and compensation associated with LPL Advisory Programs and Third-Party Advisory services has been added to this section. In addition, certain potential conflicts of interest arising from a client’s participation in an LPL program and/or a Third-Party Advisory service has been added to this section.

Within the section regarding “Advisor and Supervised Persons Sources of Compensation,” we have updated the language to accurately represent the terms of forgivable transition loans as it relates to the program offered by LPL Financial. For a detailed description of this forgivable loan program and the conflicts of interest which arise from it, please see the sub-section of ITEM 5 titled “Adviser and Supervised Persons Sources of Compensation.”

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

All references to Securities America, SAI, and SAA have been removed from this section.

The nature of Verus’ relationship with the LPL companies is described in greater detail in this section. Specifically, you will find conflicts of interest that arise from Verus’ relationship with the LPL companies.

A disclosure regarding the use of External Custodians has been added to this section.

ITEM 12: BROKERAGE PRACTICES

References to Pershing LLC and National Financial Services (NFS), custodial clearing arrangements that were available in conjunction with our relationship with the Securities America Companies, have been removed. Those custodial relationships are no longer accessible by Verus Capital Partners, LLC or any of Verus’ Investment Advisor Representatives.

Information regarding Verus’ IAR’s brokerage capabilities in their capacities as Registered Representatives of LPL Financial Inc. has been added to this section.

SAI and SAA have been replaced by LPL in the disclosure regarding the potential receipt products and services, generally known as Soft Dollars arrangements.

ITEM 13: REVIEW OF ACCOUNTS

References to the Securities America companies and related advisory platforms has been removed from this section.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

References to the Securities America companies and related advisory platforms has been removed from this section.

Other compensation received by Investment Advisors of Verus Capital Partners, LLC in conjunction with their relationship as Registered Representatives of LPL Financial Inc. can be found in this section.

We have removed the following text from ITEM 14: We have established relationships with other investment advisors through which we act as a solicitor referring you to the other investment advisors management programs. When acting in this solicitor/referral capacity, we will receive a portion of the fee paid to the other investment advisors by you. These third parties will pay to Verus a portion of the fee paid to them directly.

ITEM 19: REQUIREMENTS FOR STATE REGISTERED ADVISORS

The following Investment Advisor Representatives (IARs) are no longer IARs of Verus Capital Partners, LLC and have been removed from this section:

Raymond Bramer
Kristina Dahl
Roger Desai
Wayne Green
Anush Haddadian
Philip Howerton
Travis Morrow
Marie Seabury
Kishore Shah
James Walters
Robert Sandberg

This section of the Brochure will address only those “material changes” that have been incorporated since our last delivery or posting of this document on the SEC’s public disclosure website (IAPD) www.adviserinfo.sec.gov

If you would like another copy of this Brochure, please download it from the SEC

Website as indicated above or you may contact our Chief Compliance Officer, Stephen Bull 480-990-3719 or sbull@veruscapitalpartners.com

We encourage you to read this document in its' entirety.

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ITEM – 4 ADVISORY BUSINESS

This Disclosure document is being offered to you by Verus Capital Partners, LLC (“Verus”) in connection with the investment advisory services we provide. It discloses information about the services we provide and the manner in which those services are made available to you, the client.

We are a fee-based investment management firm located in Scottsdale, Arizona, specializing in proactive investment advisory services. The firm was established in 2009 by Stephen Bull, the firm’s principal owner.

We are committed to helping you build, manage, and preserve your wealth, and to provide assistance to clients to help achieve their stated financial goals. Based on your level of risk tolerance, investment time horizon, and investment objectives we tailor a personalized investment portfolio to fit your specialized needs. We may offer an initial complimentary meeting; however, investment advisory services are initiated only after you and Verus execute an engagement letter or client agreement.

Financial Planning Services

Financial advisory services provided by us may include the analysis of your situation and assistance in identifying and implementing appropriate financial planning and investment management techniques to help you meet your specific financial objectives. Such services may include a written financial analysis and specific or general investment and/or planning recommendations.

In preparing your financial plan, we may address any or all of the six areas of financial planning established by the National Endowment for Financial Education and endorsed by the Certified Financial Planner Board of Standards, depending on your specific needs. These include: financial position, protection planning, investment planning, income tax planning, retirement planning, and estate planning.

Our specific services in preparing your plan may include:

- Determination of appropriate income planning strategies for both pre- and post- retirement timeframes;
- Review of existing and proposed investment asset mixes to help you meet your overall financial objectives. This would include a review of risk/return issues and a suggested plan of action consistent with your risk tolerance and overall financial objectives;
- Calculation of your pre-retirement savings and investing needs;
- Assessment of your overall financial position including net worth, cash flow, and debt;
- Comprehensive analysis of IRA-related issues including rollover, distribution, and inheritance planning options;

- Evaluation of strategies designed to maximize the utilization and protection of your IRA assets;
- Estimates of your federal estate taxes and a suggested plan of action to help meet estate planning objectives;
- Review and determination of your life and disability insurance needs;
- Suggestions for minimizing your federal and state income tax obligations;
- Development of investment strategies consistent with your business ownership succession and transition planning;
- Presentation of public or private educational seminars related to any or all of the topics outlined in the preceding items.

Consulting Services

We also provide clients investment advice on topics that may include insurance, tax and budgetary planning, estate planning and business planning.

When both investment management or plan implementation and financial planning services are offered, there is a conflict of interest since there is an incentive for us to recommend products or services for which we or our Investment Adviser Representatives (“IAR”) may receive compensation as an investment manager. However, as a financial planning client, you are under no obligation to act upon any of our recommendations or to effect the transaction(s) through us if you decide to follow the recommendations. You have sole discretion whether to implement any or all of the IARs’ recommendations and are free to select any broker/dealer you wish to implement recommendations.

Ongoing Consultations

You may contract with Verus for ongoing consultation services on any topic(s) of interest. When contracting for ongoing services, you will receive 12 months of ongoing consultations, which will be renewed automatically each year on the anniversary date of the signing of the original agreement, unless terminated by either party. If the services or the fees charged change at the anniversary date, a new client agreement is required.

401K Pension Consulting Services

401K Pension Consulting consists of advising employers and plan sponsors in establishing, monitoring and reviewing their company’s participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include: investment options, plan structure and participant education.

All 401(k) planning services shall be in compliance with any applicable State law(s) regulating the services provided by this Agreement. This section applies to an account that is a pension or other employee benefit plan governed by the *Employee Retirement Income Security Act of 1974* (ERISA) and/or the *Pension Protection Act of 2006*. If the account is part of a plan and we accept appointment to provide services to the pension, we acknowledge that we are a fiduciary within the meaning of Section 3(21) of ERISA (but only with respect to the provision of services to describe in section 1 of the

agreement). You represent that (i) Our appointment and services are consistent with the plan documents, (ii) You have furnished us with true and complete copies of all documents establishing and governing the plan and evidencing your authority to retain us as an adviser. You further represent that you will promptly furnish us with any amendments to the plan and agree that, if any amendment affects our rights or obligations, such amendment will be binding on us only with our prior written consent. If the account contains only a part of the assets of the plan, you understand that we will not accept responsibilities for the diversification of all the plan's investments, and we will have no duty, responsibility or liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, you will obtain and maintain at your expense bonding that satisfies this requirement and covers us and any of our affiliates.

ASSET MANAGEMENT

TD Ameritrade

We provide discretionary asset management services, including giving investment advice to you based on your individual needs. You may place reasonable restrictions and investment guidelines on transactions in certain types of securities or industries. We will assist you in establishing an account with TD Ameritrade. A minimum of \$250,000 total assets under management per household is required to establish an account, although exceptions may be granted to this minimum at our discretion. We have limited discretionary authority to transfer funds between your accounts with like registrations held with TD Ameritrade or may send funds to your address of record if requested by you. You may place reasonable restrictions and investment guidelines on transactions in certain types of securities or industries. Verus has custody of client funds and securities to the extent that Verus may directly deduct fees from clients' accounts. TD Ameritrade will maintain custody of all funds and securities. For accounts held at TD Ameritrade, Verus offers a wrap-fee platform. A complete description of the fees and charges relating to the Wrap-Fee Platforms offered by Verus' where TD Ameritrade is the custodian, and the fees and charges related to the Wrap-Fee Platform are described in Verus' ADV Part 2A – Appendix 1 - Wrap Fee Brochure. This brochure will be given to you prior to or at the time a TD Ameritrade Wrap-Fee Account is established.

Charles Schwab

We provide discretionary asset management services, including giving investment advice to you based on your individual needs. You may place reasonable restrictions and investment guidelines on transactions in certain types of securities or industries. We will assist you in establishing an account with Charles Schwab. A minimum of \$250,000 total assets under management per household is required to establish an account, although exceptions may be granted to this minimum at our discretion. We have limited discretionary authority to transfer funds between your accounts with like registrations held with Charles Schwab or may send funds to your address of record if requested by you. You may place reasonable restrictions and investment guidelines on transactions in certain types of securities or industries. Verus has custody of client funds and securities

to the extent that Verus may directly deduct fees from clients' accounts. Charles Schwab will maintain custody of all funds and securities. For accounts held at Charles Schwab, Verus offers a wrap-fee platform. A complete description of the fees and charges relating to the Wrap-Fee Platforms offered by Verus' where Charles Schwab is the custodian, and the fees and charges related to the Wrap-Fee Platform are described in Verus' ADV Part 2A – Appendix 1 - Wrap Fee Brochure. This brochure will be given to you prior to or at the time a Charles Schwab Wrap-Fee Account is established.

LPL Financial Sponsored Advisory Programs

Verus provides advisory services through certain programs sponsored by LPL Financial (LPL), a registered investment advisor and broker-dealer. Below is a brief description of each LPL advisory program available to Verus. For more information regarding the LPL programs, including more information on the advisory services and fees that apply, the types of investments available in the programs and the potential conflicts of interest presented by the programs please see the program account packet (which includes the account agreement and LPL Form ADV program brochure) and the Form ADV, Part 2A of LPL or the applicable program.

ADVISORY SERVICES

Manager Access Select Program

Manager Access Select offers clients the ability to participate in the Separately Managed Account Platform (the "SMA Platform") or the Model Portfolio Platform (the "MP Platform"). In the SMA Platform, Verus will assist client in identifying a third-party portfolio manager (SMA Portfolio Manager) from a list of SMA Portfolio Managers made available by LPL, and the SMA Portfolio Manager manages client's assets on a discretionary basis. Verus will provide initial and ongoing assistance regarding the SMA Portfolio Manager selection process. In the MP Platform, clients authorize LPL to direct the investment and reinvestment of the assets in their accounts, in accordance with the selected model portfolio provided by LPL's Research Department or a third-party investment advisor.

A minimum account value of \$50,000 is required for Manager Access Select, however, in certain instances, the minimum account size may be lower or higher.

Optimum Market Portfolios Program ("OMP")

OMP offers clients the ability to participate in a professionally managed asset allocation program using Optimum Funds shares. Under OMP, client will authorize LPL on a discretionary basis to purchase and sell Optimum Funds pursuant to investment objectives chosen by the client. Verus will assist the client in determining the suitability of OMP for the client and assist the client in setting an appropriate investment objective. Verus will have discretion to select a mutual fund asset allocation portfolio designed by LPL consistent with the client's investment objective. LPL will have discretion to purchase

and sell Optimum Funds pursuant to the portfolio selected for the client. LPL will also have authority to rebalance the account.

A minimum account value of \$10,000 is required for OMP. In certain instances, LPL will permit a lower minimum account size.

Personal Wealth Portfolios Program (“PWP”)

PWP offers clients an asset management account using asset allocation model portfolios designed by LPL. Advisor will have discretion for selecting the asset allocation model portfolio based on client’s investment objective. Advisor will also have discretion for selecting third party money managers (PWP Advisors), mutual funds and ETFs within each asset class of the model portfolio. LPL will act as the overlay portfolio manager on all PWP accounts and will be authorized to purchase and sell on a discretionary basis mutual funds, ETFs and equity and fixed income securities.

A minimum account value of \$250,000 is required for PWP. In certain instances, LPL will permit a lower minimum account size.

Model Wealth Portfolios Program (“MWP”)

MWP offers clients a professionally managed mutual fund asset allocation program. Verus will obtain the necessary financial data from the client, assist the client in determining the suitability of the MWP program and assist the client in setting an appropriate investment objective. Verus will initiate the steps necessary to open an MWP account and have discretion to select a model portfolio designed by LPL’s Research Department consistent with the client’s stated investment objective. LPL’s Research Department, a third-party portfolio strategist and/or Advisor, through its IAR, may act as a portfolio strategist responsible for selecting the mutual funds or ETFs within a model portfolio and for making changes to the mutual funds or ETFs selected.

The client will authorize LPL to act on a discretionary basis to purchase and sell mutual funds and ETFs and to liquidate previously purchased securities. The client will also authorize LPL to effect rebalancing for MWP accounts.

MWP requires a minimum asset value for a program account to be managed. The minimums vary depending on the portfolio(s) selected and the account’s allocation amongst portfolios. The lowest minimum for a portfolio is \$25,000. In certain instances, a lower minimum for a portfolio is permitted.

Small Market Solution (“SMS”) Program

Under SMS, LPL Research (a team of investment professionals within LPL) creates and maintains a series of different investment menus (“Investment Menus”) consisting of a mix of different asset classes and investment vehicles (“investment options”) for clients that sponsor and maintain participant-directed defined contribution plans (“Plan Sponsors”). The Plan Sponsor is responsible for selecting the Investment Menu that it believes is appropriate based on the demographics and other characteristics of the Plan and

its participants. LPL Research is responsible for the selection and monitoring of the investment options made available through Investment Menus. The investment options that are offered through SMS are limited to the specific investments available through the record keeper that the Plan Sponsor selects. The Plan Sponsor may only select an Investment Menu in its entirety and does not have the option to remove or substitute an investment option.

In addition to the services described above, Plan Sponsor may also select from a number of consulting services available under SMS that are provided by Verus. These consulting services may include, but are not limited to: general education, and support regarding the Plan and the investment options selected by Plan Sponsor; assistance regarding the selection of, and ongoing relationship management for, record keepers and other third-party vendors; Plan participant enrollment support; and participant-level education regarding investment in the Plan. These consulting services do not include any individualized investment advice to the Plan Sponsor or Plan participants with respect to Plan assets.

SWM II

Although clients do not pay a transaction charge for transactions in a SWM II account, clients should be aware that Verus pays LPL transaction charges for those transactions. The transaction charges paid by Verus vary based on the type of transaction (e.g., mutual fund, equity or ETF) and for mutual funds based on whether or not the mutual fund pays 12b-1 fees and/or recordkeeping fees to LPL. Transaction charges paid by the Advisor for equities and ETFs are \$9. For mutual funds, the transaction charges range from \$0 to \$26.50. Because Verus pays the transaction charges in SWM II accounts, there is a potential conflict of interest in cases where the mutual fund is offered at both \$0 and \$26.50. Clients should understand that the cost to Advisor of transaction charges may be a factor that Verus considers when deciding which securities to select and how frequently to place transactions in a SWM II account.

In many instances, LPL makes available mutual funds in a SWM II account that offer various classes of shares, including shares designated as Class A Shares and shares designed for advisory programs, which can be titled, for example, as “Class I,” “institutional,” “investor,” “retail,” “service,” “administrative” or “platform” share classes (“Platform Shares”). The Platform Share class offered for a particular mutual fund in SWM II in many cases will not be the least expensive share class that the mutual fund makes available, and was selected by LPL in certain cases because the share class pays LPL compensation for the administrative and recordkeeping services LPL provides to the mutual fund. Client should understand that another financial services firm may offer the same mutual fund at a lower overall cost to the investor than is available through SWM II. In other instances, a mutual fund may offer only Class A Shares, but another similar mutual fund may be available that offers Platform Shares. Class A Shares typically pay LPL a 12b-1 fee for providing shareholder services, distribution, and marketing expenses (“brokerage-related services”) to the mutual funds. Platform Shares generally are not subject to 12b-1 fees. As a result of the different expenses of the mutual fund share classes, it is generally more expensive for a client to own Class A Shares than Platform

Shares. An investor in Platform Shares will pay lower fees over time, and keep more of his or her investment returns than an investor who holds Class A Shares of the same fund.

Verus has a financial incentive to recommend Class A Shares in cases where both Class A and Platform Shares are available. This is a conflict of interest which might incline Verus, consciously or unconsciously, to render advice that is not disinterested. Although the client will not be charged a transaction charge for transactions, Advisor pays LPL a per transaction charge for mutual fund purchases and sales in the account. Verus generally does not pay transaction charges for Class A Share mutual fund transactions accounts, but generally does pay transaction charges for Platform Share mutual fund transactions. The cost to Verus of transaction charges generally may be a factor Advisor considers when deciding which securities to select and whether or not to place transactions in the account.

The lack of transaction charges to Verus for Class A Share purchases and sales, together with the fact that Platform Shares generally are less expensive for a client to own, presents a significant conflict of interest between Verus and the client. In short, it costs Verus less to recommend and select Class A share mutual funds than Platform shares, but Platform shares will generally outperform Class A mutual fund shares on the basis of internal cost structure alone. Clients should understand this conflict and consider the additional indirect expenses borne as a result of the mutual fund fees when negotiating and discussing with your Advisor the advisory fee for management of an account.

THIRD PARTY ADVISORY SERVICES

Verus has entered into agreements with various third-party advisers. Under these agreements, Verus offers clients various types of programs sponsored by these advisers. All third-party investment advisers to whom Verus will refer clients will be licensed as investment advisers by their resident state and any applicable jurisdictions or registered investment advisers with the Securities and Exchange Commission.

After gathering information about a client's financial situation and investment objectives, Verus will assist the client in selecting a particular third-party program. Verus receives compensation pursuant to its agreements with these third-party advisers for introducing clients to these third-party advisers and for certain ongoing services provided to clients.

This compensation is disclosed to the client in a separate disclosure document and is typically equal to a percentage of the investment advisory fee charged by that third-party adviser or a fixed fee. The disclosure document provided by Verus will clearly state the fees payable to Verus and the impact to the overall fees due to these payments.

Since compensation Verus receives may differ depending on the agreement with each third-party adviser, Verus may have an incentive to recommend one third-party advisers over another, if the compensation arrangements are more favorable. Since the independent third-party adviser may pay the fee for the investment advisory services of Verus, the fee paid to Verus is not negotiable, under most circumstances.

Fees paid by clients to independent third-parties are established and payable in accordance with the Form ADV Part II or other equivalent disclosure document of each independent third-party adviser to whom Verus refers its clients, and may or may not be negotiable, as disclosed in the disclosure documents of the third-party adviser.

Clients who are referred to third-party investment advisers will receive full disclosure, including services rendered and fee schedules, at the time of the referral, by delivery of a copy of the relevant third-party adviser's Form ADV Part II or equivalent disclosure document at the same time as the Form ADV Part II or equivalent disclosure document of Verus.

In addition, if the investment program recommended to a client is a wrap fee program the client will also receive the Schedule H or equivalent wrap fee brochure provided by the sponsor of the program. Verus will provide to each client all appropriate disclosure statements, including disclosure of solicitation fees to Verus and its advisory associates.

Verus may also recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment manager(s) either directly or through a wrap fee program ("Independent Manager(s)"), based upon the stated investment objectives of the client. The terms and conditions under which the client shall engage the Independent Manager(s) shall be set forth in separate written agreements between the client and Adviser and the client and the Independent Manager(s) and/or wrap fee program sponsor. Verus shall continue to render advisory services relative to the ongoing monitoring and review of account performance, for which Verus shall receive an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated Independent Manager(s). Factors that Verus shall consider in recommending Independent Manager(s) include the client's stated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated Independent Manager(s), together with the fees charged by the wrap fee program sponsor and corresponding designated broker-dealer/custodian of the client's assets, may be exclusive of, and in addition to, Verus's investment advisory fee set forth above. As discussed above, the client may incur additional fees than those charged by Verus, the designated Independent Manager(s), wrap fee program sponsor (if applicable), and corresponding broker-dealer/custodian.

In addition to Verus's written disclosure statement, the client shall also receive the written disclosure statement of the designated Independent Manager(s) and wrap fee program sponsor (if applicable). Certain Independent Manager(s) may impose more restrictive account requirements and varying billing practices than Verus. In such instances, Verus may alter its corresponding account requirements and/or billing practices to accommodate those of the Independent Manager(s) or wrap fee program sponsor.

Adviser has entered into agreements with various other third-party investment advisers ("Third Party Advisory Service") for the provision of certain investment advisory services. Adviser's IARs will provide

Assets

As of March 31, 2021 we manage \$790,787,671.69 in client assets. Of the \$790,787,671.69 in client assets, all are managed on a discretionary basis. None of the firm's assets under management are managed on a non-discretionary basis.

ITEM – 5 FEES AND COMPENSATION

Financial Planning Fees

Financial planning fees may be charged as a fixed fee or on an hourly rate and are negotiable depending upon the client's unique needs. Financial planning fees are determined by the follow factors:

Fixed Fee

Under a fixed fee arrangement, all fees are agreed upon by the client and the IAR in advance of services performed. The fee will be determined based on a variety of factors including your net worth, the complexity of your financial situation, agreed upon deliverables and whether or not you intend to implement any recommendations through Verus and our IARs. The type of fee, and in the case of a fixed fee, the amount of the fee must be agreed upon by you and Verus prior to signing the client agreement. A client can approximate their ultimate fee amount based upon the scope of services and estimated time and resources their services will require. The fee will be estimated by the advisor and fully explained to the client prior to when the client signs the advisory agreement. Specific factors that are considered when approximating a client's fee are the individuals involved in providing the service to the client. If services provided by CPAs, JDs, or other professionals are needed, that will be a factor in determining the client's fee. Based on the advisor's experience an approximation of the amount of work hours and firm resources required to deliver the service will be a factor in approximating the fee. A portion of the fee will be payable upon signing the agreement. The remainder of the fee will be billed upon completion of the service. Any work paid in advance will be completed within six months of the date the fee was paid. Depending upon the agreed upon fee arrangement the fee will either be deducted from client assets or billed directly to the client. The fixed fee shall not exceed \$5,000.

Hourly Fee

Under an hourly arrangement, your total cost for financial advisory services will be based on the amount of time spent by our IAR and staff in developing the financial plan. This includes time spent meeting with you, as well as the time spent analyzing your financial objectives and evaluating and documenting alternative strategies. Also included is Para-planner and administrative support staff's time spent on your plan.

Our hourly rates are as follows:

Investment Advisor Representative: \$500 per hour

Para-planner: \$100 per hour

Administrative Support: \$50 per hour

Depending upon the agreed upon fee arrangement the fee will either be deducted from client assets or billed directly to the client. Hourly fees will be billed upon completion of the service.

At no time will the fees be based on or related to the performance of your funds or investments.

Termination

Financial planning services terminate upon presentation of the plan. As a financial planning client, you will have a period of five business days from the date of signing the financial planning agreement to unconditionally rescind the agreement and receive a full refund of all fees. Thereafter, you may terminate the financial planning agreement by providing us with written notice. Upon termination, fees will be prorated to the date of termination and any unearned portion of the fee will be refunded to you. After the initial five business days, you are responsible for the prorated time and effort expended by our IAR prior to receipt of the termination notice. We will provide you with a billing statement summarizing any prorated refund or prorated charge due.

Consultation Fees

We generally charge an hourly fee of no more than \$500/hour and/or fixed fee generally within the range of \$500 to \$5,000, which may be negotiable in certain circumstances, depending upon the level and scope of these services. Depending on the scope and level of services provided that maximum fee would only be charged when justifiable. Most advisors charge a fee that is less than \$500/hour, but we believe that there are circumstances when a maximum fee is warranted, and we will not charge these fees without the client's prior approval. The fee is negotiable based not on the complexity of the client's service, but on the potential for outside resources to be required to complete the service. Each client's services will vary, and thus outside parties such as CPAs, JDs, CFPs, and other specialists may have to be called upon. Circumstances that require resources to be relied upon which aren't detailed in form ADV II will be the prominent considerations when negotiating a consultation fee. The total number of hours will be estimated prior to the engagement and the total estimated fees would be specified in our Consulting Agreement. Half of the total amount of fees is due upon the execution of the Consulting Agreement and the remaining is due upon execution of the consultation.

Our hourly rates are as follows:

Investment Advisor Representative: \$500 per hour

Para-planner: \$100 per hour

Administrative Support: \$50 per hour

Depending upon the agreed upon fee arrangement the fee will either be deducted from client assets or billed directly to the client.

Termination

Consultation services terminate upon presentation of the plan. Either party may terminate the agreement at anytime by providing written notice to the other party within five days of signing agreement. You will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by you. After the initial five business days, you are responsible for the prorated time and effort expended by the IAR prior to receipt of the termination notice. We will provide you with a billing statement summarizing any prorated refund or prorated charge due. Refunds will be given on a pro-rata basis.

The fee-paying arrangements for hourly fees charges and/or fixed fees will be determined on a case-by-case basis and will be detailed in the signed agreement for services. You will be invoiced directly for the fixed and hourly fees.

Ongoing Consultations

Fixed fees are charged for this service and are generally not less than \$5,000 annually, payable quarterly in advance. Ongoing consulting fees will be no more than \$15,000 annually. Fees are negotiated with you depending on the complexity of your situation, the IAR providing the services, the actual services provided and any extraordinary expenses that may be incurred in providing the services. The negotiated fee will be disclosed to you prior to services being provided.

Termination

Either party may terminate the agreement at anytime by providing written notice to the other party within five days of signing agreement. You will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by you. After the initial five business days, you are responsible for the prorated time and effort expended by the IAR prior to receipt of the termination notice. We will provide you with a billing statement summarizing any prorated refund or prorated charge due. Refunds will be given on a pro-rata basis.

401K Pension Consulting Services

Fees for 401K Consulting services follow a fee schedule:

Assets Under Management Annual Advisory Fee	Annual Fee
\$0 - \$1,000,000	2.50%
\$1,000,001 - \$5,000,000	1.50%
\$5,000,001 - \$25,000,000	1.00%
Over \$25,000,000	0.50%

The fees for investment management will be based on the time weighted value of the account for the previous quarter and is payable quarterly in advance. The first advisory

fee is based on the value of the account on the first day of management and is payable within one month after execution of the agreement. The first fee will be accessed on pro-rata basis taking into account the time for which the account was not managed and the time left in the quarter.

Fees will be automatically deducted from your account. You will be provided with a quarterly statement reflecting deduction of the fee. In addition to our fee, you may also incur certain charges imposed by unaffiliated third parties. Such charges include but not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, indexed fund or exchange traded fund purchased for your account which shall be disclosed in the fund's prospectus (i.e. fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

Verus or SAA may invest a portion of your assets in mutual funds, exchange traded funds (ETFs) or variable annuities. These investments charge an investment management fee on your assets invested in these securities. Therefore, you may pay two levels of fees for the management on your assets, one directly to Verus or SAA and one indirectly to the managers of the mutual funds, ETFs or variable annuities held in your portfolios.

Termination

Either party may terminate the agreement at any time by providing written notice to the other party within five days of signing the client agreement. You will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by you. After the initial five business days, you are responsible for the prorated time and effort expended by our IAR prior to receipt of the termination notice. We will provide you with a billing statement summarizing any prorated refund or prorated charge due. Refunds will be given on a pro-rata basis.

Commission and Fee Offset

Verus and our IARs are also registered representatives and insurance agents. We can earn both fees when providing financial planning services and commissions when selling securities and/or insurance products. If you elect to have the IARs implement transactions, the IARs may waive or reduce the amount of the advisory fee charged by the amount of the commissions received. Any reduction is at the discretion of the IAR and will not exceed 100% of the commission received. Any reduction will be disclosed to you prior to any transactions being implemented with an adjustment made to the final advisory fee charged.

You may also elect to implement the advice of the IARs through one or more of the other advisory programs disclosed in this document. In this case, the IARs may waive or reduce the amount of the advisory fee as a result of additional ongoing fees being earned. Any reduction is at the discretion of the IAR and will be disclosed you prior to any

transactions being implemented, with an adjustment made to the final advisory fee charged.

ASSET MANAGEMENT

TD Ameritrade

Fees will generally follow the schedule of assets under management outlined below. In certain instances, fees may be negotiated. Fees are negotiable and factors considered in determining fees charged include, but not limited to:

- Complexity of the client's situation
- Actual services to be provided
- Account composition
- The standard fee charged by Verus and our IARs
- Types of investment guidelines and restrictions imposed by you
- The experience and knowledge level of the IAR providing the service
- Anticipated future assets that will be added to the managed account
- Asset structure and total dollar asset value of the assets to be managed
- Related accounts

The exact fee or fee schedule charged to you will be fully disclosed in the client agreement executed between Verus and you. Fees will never be charged based upon a share of capital gains or capital appreciation in your account.

In the capacity of financial planner or investment advisor, Verus and the investment advisors supervised by Verus have an incentive to recommend investment products based on the compensation received, rather than on the client's needs. Clients have the option to purchase investment products that Verus and its supervised persons recommend through other brokers or agents that are not affiliated with Verus. Verus or SAA may invest a portion of your assets in mutual funds, exchange traded funds (ETFs), equities or variable annuities. These products charge an investment management fee on client's assets invested in these securities. Therefore, you may pay two levels of fees for the management of their assets, one directly to Verus or SAA and one indirectly to the managers of the mutual funds, ETFs or variable annuities held in your portfolios. Fees will generally follow the schedule of assets under management outlined below. In certain circumstances the fee can be negotiated. In addition to management fees, TD Ameritrade imposes transactions fees on client accounts. Transaction fees are billed to the client account when a transaction is made. A transaction fee is different from a commission in that the advisor does not receive any portion of the transaction fee.

Annual Advisory Fee for TD Ameritrade

Assets Under Management	Annual Advisory Fee
\$0 - \$250,000	2.50%
\$250,001 - \$500,000	2.50 %
\$500,001 - \$750,000	2.00 %
\$750,001 - \$1,000,000	2.00%

\$1,000,001 and above

2.00%

Management fees will be billed quarterly in advance based upon the market value of the assets on the last day of the quarter. TD Ameritrade will send you a quarterly account statement that will include a management fee notification.

You are responsible for verifying the accuracy of the fee calculations. The custodian will not determine whether or not the fee is properly calculated. Management fees will be automatically deducted from your account. If your account is opened mid-period, you will be charged an initial management fee that includes a portion of the fee prorated for the number of days the account is open in the first period.

Payment of fees will be made by the qualified custodian holding your funds and securities provided you provide written authorization permitting the fees to be paid directly from your account. We do not have access to your funds for payment of fees without your consent in writing. Further, TD Ameritrade agrees to deliver a quarterly account statement directly to you. You are encouraged to review your account statements for accuracy.

There are no commissions charged for transactions. However, TD Ameritrade may charge transaction fees to your account. In some instances, we may cover these charges at our discretion. Fees and charges will be noted on your statements and confirmations. You may also incur certain charges imposed by other third parties in connection with investments made through your account. These charges can include, but are not limited to, mutual funds sales loads, 12(b)-1 fees and surrender charges, variable annuity commissions and surrender charges, and IRA and qualified retirement plan fees.

In their capacities as registered representatives, IARs may retain a portion of the mutual fund sales loads and 12(b)-1 fees and variable annuity commissions. Management fees charged in the account are separate and distinct from the fees and expenses charged by mutual funds and variable annuities which may be recommended to you. A description of these fees and expenses are available in each fund and annuity's prospectus.

A complete description of the fees and charges relating to the Wrap-Fee Platforms offered by Verus' where Charles Schwab is the custodian, and the fees and charges related to the Wrap-Fee Platform are described in Verus' ADV Part 2A – Appendix 1 - Wrap Fee Brochure. This brochure will be given to you prior to or at the time a TD Ameritrade Wrap-Fee Account is established.

Termination

Either party may terminate the agreement for management services by providing either written or oral notice to the other; if oral notice is given written follow-up will be required. Termination will be effective 30 days after receipt or at a later date as specified in the notice. During that 30 day period, Verus may continue to provide services as needed to complete their work but will not begin any new undertaking. If services are terminated within five business days of signing, services will be terminated without penalty. If the agreement is terminated prior to the last day of the calendar quarter, a

prorated portion of the fee paid for that quarter based on the number of days remaining would be refunded to you.

Charles Schwab

Fees will generally follow the schedule of assets under management outlined below. In certain instances, fees may be negotiated. Fees are negotiable and factors considered in determining fees charged include, but not limited to:

- Complexity of the client's situation
- Actual services to be provided
- Account composition
- The standard fee charged by Verus and our IARs
- Types of investment guidelines and restrictions imposed by you
- The experience and knowledge level of the IAR providing the service
- Anticipated future assets that will be added to the managed account
- Asset structure and total dollar asset value of the assets to be managed
- Related accounts

The exact fee or fee schedule charged to you will be fully disclosed in the client agreement executed between Verus and you. Fees will never be charged based upon a share of capital gains or capital appreciation in your account.

In the capacity of financial planner or investment advisor, Verus and the investment advisors supervised by Verus have an incentive to recommend investment products based on the compensation received, rather than on the client's needs. Clients have the option to purchase investment products that Verus and its supervised persons recommend through other brokers or agents that are not affiliated with Verus. Verus or SAA may invest a portion of your assets in mutual funds, exchange traded funds (ETFs), equities or variable annuities. These products charge an investment management fee on client's assets invested in these securities. Therefore, you may pay two levels of fees for the management of their assets, one directly to Verus or SAA and one indirectly to the managers of the mutual funds, ETFs or variable annuities held in your portfolios. Fees will generally follow the schedule of assets under management outlined below. In certain circumstances the fee can be negotiated. In addition to management fees, Charles Schwab imposes transactions fees on client accounts. Transaction fees are billed to the client account when a transaction is made. A transaction fee is different from a commission in that the advisor does not receive any portion of the transaction fee.

Annual Advisory Fee for Charles Schwab

Assets Under Management	Annual Advisory Fee
\$0 - \$250,000	2.50%
\$250,001 - \$500,000	2.50 %
\$500,001 - \$750,000	2.00 %
\$750,001 - \$1,000,000	2.00%

\$1,000,001 and above

2.00%

Management fees will be billed quarterly in advance based upon the market value of the assets on the last day of the quarter. Charles Schwab will send you a quarterly account statement that will include a management fee notification.

You are responsible for verifying the accuracy of the fee calculations. The custodian will not determine whether or not the fee is properly calculated. Management fees will be automatically deducted from your account. If your account is opened mid-period, you will be charged an initial management fee that includes a portion of the fee prorated for the number of days the account is open in the first period.

Payment of fees will be made by the qualified custodian holding your funds and securities provided you provide written authorization permitting the fees to be paid directly from your account. We do not have access to your funds for payment of fees without your consent in writing. Further, Charles Schwab agrees to deliver a quarterly account statement directly to you. You are encouraged to review your account statements for accuracy.

There are no commissions charged for transactions. However, Charles Schwab may charge transaction fees to your account. In some instances we may cover these charges at our discretion. Fees and charges will be noted on your statements and confirmations. You may also incur certain charges imposed by other third parties in connection with investments made through your account. These charges can include, but are not limited to, mutual funds sales loads, 12(b)-1 fees and surrender charges, variable annuity commissions and surrender charges, and IRA and qualified retirement plan fees.

In their capacities as registered representatives, IARs may retain a portion of the mutual fund sales loads and 12(b)-1 fees and variable annuity commissions. Management fees charged in the account are separate and distinct from the fees and expenses charged by mutual funds and variable annuities which may be recommended to you. A description of these fees and expenses are available in each fund and annuity's prospectus.

A complete description of the fees and charges relating to the Wrap-Fee Platforms offered by Verus' where Charles Schwab is the custodian, and the fees and charges related to the Wrap-Fee Platform are described in Verus' ADV Part 2A – Appendix 1 - Wrap Fee Brochure. This brochure will be given to you prior to or at the time a Charles Schwab Wrap-Fee Account is established.

Termination

Either party may terminate the agreement for management services by providing either written or oral notice to the other; if oral notice is given written follow-up will be required. Termination will be effective 30 days after receipt or at a later date as specified in the notice. During that 30 day period, Verus may continue to provide services as needed to complete their work but will not begin any new undertaking. If services are terminated within five business days of signing, services will be terminated without penalty. If the agreement is terminated prior to the last day of the calendar quarter, a

prorated portion of the fee paid for that quarter based on the number of days remaining would be refunded to you.

LPL SWM/SWM II

Fees will generally follow the schedule of assets under management outlined below. In certain instances, fees may be negotiated. Fees are negotiable and factors considered in determining fees charged include, but not limited to:

- Complexity of the client's situation
- Actual services to be provided
- Account composition
- The standard fee charged by Verus and our IARs
- Types of investment guidelines and restrictions imposed by you
- The experience and knowledge level of the IAR providing the service
- Anticipated future assets that will be added to the managed account
- Asset structure and total dollar asset value of the assets to be managed
- Related accounts

The exact fee or fee schedule charged to you will be fully disclosed in the client agreement executed between Verus and you. Fees will never be charged based upon a share of capital gains or capital appreciation in your account.

In the capacity of financial planner or investment advisor, Verus and the investment advisors supervised by Verus have an incentive to recommend investment products based on the compensation received, rather than on the client's needs. Clients have the option to purchase investment products that Verus and its supervised persons recommend through other brokers or agents that are not affiliated with Verus. Verus may invest a portion of your assets in mutual funds, exchange traded funds (ETFs), equities or variable annuities. These products charge an investment management fee on client's assets invested in these securities. Therefore, you may pay two levels of fees for the management of their assets, one directly to Verus or LPL and one indirectly to the managers of the mutual funds, ETFs or variable annuities held in your portfolios. Fees will generally follow the schedule of assets under management outlined below. In certain circumstances the fee can be negotiated. In addition to management fees, LPL imposes transactions fees on client accounts. Transaction fees are billed to the client account when a transaction is made. A transaction fee is different from a commission in that the advisor does not receive any portion of the transaction fee.

Annual Advisory Fee for LPL

Assets Under Management	Annual Advisory Fee
\$0 - \$250,000	2.50%
\$250,001 - \$500,000	2.50 %
\$500,001 - \$750,000	2.00 %
\$750,001 - \$1,000,000	2.00%

\$1,000,001 and above

2.00%

Management fees will be billed quarterly in advance based upon the market value of the assets on the last day of the quarter. LPL will send you a quarterly account statement that will include a management fee notification.

You are responsible for verifying the accuracy of the fee calculations. The custodian will not determine whether or not the fee is properly calculated. Management fees will be automatically deducted from your account. If your account is opened mid-period, you will be charged an initial management fee that includes a portion of the fee prorated for the number of days the account is open in the first period.

Payment of fees will be made by the qualified custodian holding your funds and securities provided you provide written authorization permitting the fees to be paid directly from your account. We do not have access to your funds for payment of fees without your consent in writing. Further, LPL agrees to deliver a quarterly account statement directly to you. You are encouraged to review your account statements for accuracy.

There are no commissions charged for transactions. However, LPL may charge transaction fees to your account. In some instances we may cover these charges at our discretion. Fees and charges will be noted on your statements and confirmations. You may also incur certain charges imposed by other third parties in connection with investments made through your account. These charges can include, but are not limited to, mutual funds sales loads, 12(b)-1 fees and surrender charges, variable annuity commissions and surrender charges, and IRA and qualified retirement plan fees.

In their capacities as registered representatives, IARs may retain a portion of the mutual fund sales loads and 12(b)-1 fees and variable annuity commissions. Management fees charged in the account are separate and distinct from the fees and expenses charged by mutual funds and variable annuities which may be recommended to you. A description of these fees and expenses are available in each fund and annuity's prospectus.

A complete description of the fees and charges relating to the Wrap-Fee Platforms offered by Verus' where LPL is the custodian, and the fees and charges related to the Wrap-Fee Platform are described in Verus' ADV Part 2A – Appendix 1 - Wrap Fee Brochure. This brochure will be given to you prior to or at the time a Charles Schwab Wrap-Fee Account is established.

Termination

Either party may terminate the agreement for management services by providing either written or oral notice to the other; if oral notice is given written follow-up will be required. Termination will be effective 30 days after receipt or at a later date as specified in the notice. During that 30 day period, Verus may continue to provide services as needed to complete their work but will not begin any new undertaking. If services are terminated within five business days of signing, services will be terminated without penalty. If the agreement is terminated prior to the last day of the calendar quarter, a

Fees for LPL Advisory Programs

The account fee charged to the client for each LPL advisory program is negotiable, subject to the following maximum account fees:

Manager Access Select	3.0%*
OMP	2.5%
PWP	2.5%
MWP	2.65%**
SMS	0.95%***

* The maximum Manager Access Select account fee for new accounts was reduced to 2.5% effective July 3, 2017.

** The MWP account fee consists of an LPL program fee, a strategist fee (if applicable) and an advisor fee of up to 2.00%. Accounts remaining under the legacy fee structure may be charged one aggregate account fee, for which the maximum account fee is 2.50%. See the MWP program brochure for more information.

*** The SMS fee consists of an LPL program fee of 0.20% (subject to a minimum program fee of \$250), and an advisor fee of up to 0.75%.

Account fees are payable quarterly in advance, except that the SMS fee is paid in arrears on the frequency agreed to between client and Verus.

Excluding SMS, LPL serves as program sponsor, investment advisor and broker-dealer for the LPL advisory programs.

Under certain circumstances, Verus and LPL share in the account fee and other fees associated with program accounts. Certain associated persons of Verus are also registered representatives of LPL. Under SMS, LPL serves as investment advisor but not the broker-dealer. Under certain circumstances, Verus and LPL share in the advisory portion of the SMS. This presents a conflict of interest.

Certain Potential Conflicts of Interest

Verus receives compensation as a result of a client's participation in an LPL program. Depending on, among other things, the type and size of the account, type of securities held in the account, changes in its value over time, the ability to negotiate fees or commissions, the historical or expected size or number of transactions, and the number and range of supplementary advisory and client-related services provided to the client, the amount of this compensation may be more or less than what the Verus would receive if the client participated in other programs, whether through LPL or another sponsor, or paid separately for investment advice, brokerage and other services.

The account fee may be higher than the fees charged by other investment advisors for similar services.

Clients should consider the level and complexity of the advisory services to be provided when negotiating the account fee (or the advisor fee portion of the account fee, as applicable) with Verus. With regard to accounts utilizing third-party portfolio managers under aggregate, all-in-one account fee structures (including MAS, PWP and the legacy MWP fee structure), because the portion of the account fee retained by Verus varies depending on the portfolio strategist fee associated with a portfolio, Verus has a financial incentive to select one portfolio instead of another portfolio. Please refer to the relevant LPL Form ADV program brochure for a more detailed discussion of conflicts of interest.

Third Party Advisory Services

Compensation generally, consists of three elements: i) management and advisory fees shared by the Third-Party Advisory Services, Adviser, and its IARs; ii) transaction costs – if applicable – which may be paid to purchase and sell such securities; and iii) custody fees.

A complete description of the programs and services provided, the amount of total fees, the payment structure, termination provisions and other aspects of each program are detailed and disclosed in: i) the Third Party Investment Advisory Service's from ADV Part II; ii) the program wrap brochure (if applicable) or other applicable disclosure documents; iii) the disclosure documents of the portfolio manager or managers selected; or, iv) the Third Party Advisory Service's account opening documents. A copy of all relevant disclosure documents of the Third-Party Advisory Services and the individual portfolio manager(s) will be provided to anyone interested in these programs / managers.

For those clients that require an enhanced and/or specialized level of asset management services, Adviser may also recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment manager(s) and/or investment programs (the "Independent Manager(s)"), based upon the stated investment objectives of the client, including investment managers and/or programs selected and/or recommended by Adviser. The terms and conditions under which the client shall engage Independent Manager(s) shall be set forth in separate written agreements between the client and Verus and the client and the designated Independent Manager(s). Verus shall continue to render advisory services to the client relative to the ongoing monitoring and reviewing of account performance, for which Adviser shall receive an annual advisory fee which is based upon a percentage of the market value of the assets being managed by the designated Independent Manager(s). Factors which Verus shall consider in recommending Independent Manager(s) include the client's stated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. The investment management fees charged by the designated Independent Manager(s) are exclusive of, and in addition to, Adviser's investment advisory fee set forth above. In addition to the fees charged by Verus, the designated Independent Manager(s) and corresponding broker-dealer/custodian, the client, relative to any mutual fund purchases, shall incur charges imposed at the mutual fund level (i.e. advisory fees and other fund expenses).

Additional Fees and Expenses:

As described, advisory fees payable to us do not include all the fees you will pay when we purchase or sell securities for your Account(s). The programs in which these fees are applicable to are TD Ameritrade, Charles Schwab, Manager Access Select, “OMP”, “PWP”, “MWP”, and “SMS.” The following list of fees or expenses are what you may pay directly to third parties, whether a security is being purchased, sold or held in your Account(s) under our management.

- | Brokerage commissions;
- | Transaction fees;
- | Exchange fees;
- | SEC fees;
- | Advisory fees and administrative fees charged by Mutual Funds (MF) and Exchange Traded Funds (ETFs)
- | Advisory fees charged by sub-advisers (if any are used for your account);
- | Custodial Fees;
- | Deferred sales charges (on MF or annuities);
- | Odd-Lot differentials;
- | Transfer taxes;
- | Wire transfer and electronic fund processing fees;
- | Commissions or mark-ups / mark-downs on security transactions;

Please refer to the “Brokerage Practices” for discussion of Verus’ brokerage practices.

Certain investment adviser representatives of Verus are also associated with LPL Financial as broker-dealer registered representatives (“Dually Registered Persons”). In their capacity as registered representatives of LPL Financial, certain Dually Registered Persons may earn commissions for the sale of securities or investment products that they recommend for brokerage clients. They do not earn commissions on the sale of securities or investment products recommended or purchased in advisory accounts through Verus. Clients have the option of purchasing many of the securities and investment products we make available to you through another broker-dealer or investment adviser. However, when purchasing these securities and investment products away from Verus, you will not receive the benefit of the advice and other services we provide.

Adviser and Supervised Persons Sources of Compensation:

From time to time, Verus adds new individuals as investment adviser representatives of our firm. At the same time, these individuals will register as broker-dealer representatives of LPL. To assist these new representatives as they transition to Verus and LPL, LPL has and will provide these representatives with cash loans. While the specific terms of each loan may differ, they are generally structured as forgivable loans. LPL provides one type of forgivable loan.

The forgivable loan LPL provides is a time-based loan. In this type of loan, the loan is

forgiven based on the amount of time the representative continues to work with LPL. For example, in a 4-year time-based loan, 25% of the loan is forgiven after one year, another 25% is forgiven after two years, and so forth until the loan is 100% forgiven. Time based loans are typically based on 4- or 5-year periods.

A time-based loan presents a conflict of interest in that if the representative's performance is not satisfactory during the period of the loan, LPL may terminate the representative, and the representative will owe LPL the remaining balance of the loan. The representative is incentivized to keep production at a high enough level that his or her employment will be continued through the course of the loan.

When acting as an investment adviser representative of Verus, each representative is required to put your interest ahead of his or her own interest. When acting on behalf of LPL, each representative is required to act in your best interests. Whenever your representative recommends an investment product or service, you should ask:

- Whether the representative is acting as an investment adviser or broker-dealer representative;
- The fees and expenses associated with any recommendation;
- How you will benefit from following the new recommendation; and
- Whether comparable products or services are available at a lower cost.

In certain circumstances, Verus' Managing Partner, Steven Bull, has become a guarantor of some of the forgivable loans taken out by registered representatives. In other words, Mr. Bull may be personally required to pay any or all of these loans if the representatives do not meet their revenue targets. Mr. Bull is not required to repay the unpaid balance of any forgivable loan taken directly by a Verus representative whose employment with LPL is terminated before the loan is repaid as long as Mr. Bull did not directly receive loan proceeds. In other words, Mr. Bull is personally responsible for an unpaid balance of a forgivable cash loan only when he was a direct recipient of cash loan proceeds, and his responsibility is limited to the unpaid balance of funds he personally received.

Mr. Bull is also responsible for reviewing client accounts to determine if advisory accounts are being managed in a manner consistent with Verus' fiduciary duty to the client. This presents a conflict of interest for Mr. Bull, as he has an incentive to approve investment plans that provide the greatest amount of revenue to LPL and/or keep a particular representative's production at a level that will continue the representative's employment with LPL, rather than lower-cost products or services that generate no business for LPL.

Investment advisers may accept compensation for the sale of securities, insurance products, or other investment products, including asset-based sales charges from the sale of mutual funds. They can do so in their capacity as registered representatives, and if they are appropriately licensed to do so.

This practice presents a conflict of interest and presents the adviser's supervised persons a financial incentive to recommend investment products based on the compensation received, rather than on the client's needs. Our firm and its' supervised persons address this conflict of interest by basing investment decisions on behalf of clients not on what

pays the supervised person the highest level of compensation, but on what investment is in the best interest of the client. The client's risk tolerance, time horizon, state investment objectives, and investment experience are always taken into consideration when advisers recommend investments. If mutual-funds are recommended, the adviser takes into account the implications of load compared to no-load fees. The supervised persons do not utilize load mutual funds in advisory accounts.

Ultimately clients have the option to purchase investment products that we recommend through other brokers or agents that are not affiliated with our firm.

The majority of our compensation from advisory clients are based upon a percentage of assets under management, which is agreed upon between advisor and client when the client opens their account with the advisor. This fee will be detailed in the investment advisory agreement and signed by both the client and an authorized individual of the firm.

Our firm does not charge advisory fees in addition to commissions or markups.

The individuals that are licensed as registered representatives of LPL Financial are subject to regulations that restrict them from conducting securities transactions away from LPL Financial without written authorization from LPL Financial. Clients should, therefore, be aware that for accounts where LPL Financial serves as the custodian, Verus is limited to offering services and investment vehicles that are approved by LPL Financial, and may be prohibited from offering services and investment vehicles that may be available through other broker/dealers and custodians.

ITEM – 6 PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT

We do not charge advisory fees on a share of the capital appreciation of the funds or securities in a client account (so-called performance-based fees). Our advisory fee compensation is charged only as disclosed above in Fees and Compensation.

ITEM – 7 TYPES OF CLIENTS

We provide investment advice to individuals, trusts, pension plans, and estates.

Condition for Managing Accounts

We require a minimum of \$250,000 for managed accounts through TD Ameritrade and Charles Schwab. The account minimum may, however, be subject to waiver or negotiation.

ITEM – 8 METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

The method of analysis we utilize is both fundamental and technical. We gather our information for investment purposes from financial newspapers, publications, research prepared by others, corporate rating services, company press releases, annual reports, prospectuses and filings with the Securities and Exchange Commission.

We determine how to allocate assets among the various asset classes based on the investment strategy chosen, prevailing economic conditions and our determination of where we are in the economic cycle. Potential risks and opportunities are weighed to determine to what degree the portfolio should be invested net long¹, short² or neutral.

Once asset allocations are determined for the general asset classes, we then further refine the investment selection by determining where to place emphasis in the portfolio and what to under-emphasize or to avoid. For equities, this involves the determination of how to allocate funds to U.S. vs. foreign stocks, growth style vs. value style and how much to allocate to the various stock capitalizations (i.e. large, midsize, and small companies). For bonds, determination must be made as to the allocation to U.S. vs. foreign, long-term vs. short-term, investment grade vs. high yield, traditional bonds vs. inflation adjusted and taxable vs. tax-free.

For commodities, determination is made as to whether to be long, short or to employ trend-following strategies as well as to determine whether exposure should be sought through commodity stocks or instead through indices that represent the actual commodities. We do not currently invest in commodity contracts directly.

From time-to-time, market conditions may cause your account to vary from the established allocation. To remain consistent with the asset allocation guidelines established, your account is monitored on an ongoing basis and rebalanced at least annually to the original allocation, or if deemed beneficial, to a new allocation based on the then prevailing economic conditions and within the guidelines of the chosen investment strategy. Investing in securities involves risk of loss that clients should be prepared to bear.

¹ To be “long” means to be invested in the traditional sense. When one buys a stock, they are LPLd to be “long” that stock. To be positioned net long means to be invested in such a way that the overall portfolio seeks to benefit from increases in asset values.

² To be “short” means to borrow a stock, fund or other asset and immediately sell it. The intention is to buy it back later at a lower price, then return the asset to the source from which it was borrowed, keeping the profit. Shorting is a way to benefit from expected falling asset prices. To be positioned net short means to be invested in such a way that the overall portfolio seeks to benefit from declines in asset values. Normally, short selling involves the potential for unlimited loss. However, because our short positions are only established through mutual funds or ETF’s that hold short positions and not through direct short sales, there is not the risk of unlimited loss. Normally, our short positions represent only a small percentage of the overall portfolios.

Under unusual or extreme market conditions, we may move your account to a more defensive posture than the normal strategy allocation, including the possibility of moving to all cash or cash equivalents. We may also use inverse market funds and/or protective options (covered call options and put options) to protect long positions in the account or another unmanaged account. Inverse market funds are designed to move in a direction opposite to the market, asset class or index they seek to target and thus produce gains that help to offset losses in funds that are long the market. Inverse funds may decline in value when the market, asset class or index they target is rising.

One use of inverse funds is the creation of so-called “paired trades” where a long position is established with a corresponding short position. This strategy creates a market neutral position which is less affected by movements in the overall market. Instead, this strategy seeks to benefit from the difference between the asset class or stock-picking skills of the fund manager represented by the long position versus the short position.

While such a strategy may reduce overall market risk, it cannot guarantee a profit and may still result in loss. Inverse funds may also be used to hedge long mutual fund positions and thus avoid short-term trading fees that would otherwise be incurred on the sale of mutual funds subject to a short-term trading fee.

In addition to the annual rebalancing, overall market conditions and microeconomic factors that affect specific holdings in your account may trigger changes in allocation. Such changes would remain within the bounds set by you for each asset type. Your account may also receive informal reviews more frequently.

Investment Philosophy

Prior to making recommendations, we determine your financial status, needs, time-horizon, investment objective, risk tolerance and tax status. This information is used to create an investor profile and from this an asset allocation model is developed. We believe that asset allocation is the primary factor that affects a portfolio’s long-term rate of return and effectively allocating assets is more important than selecting specific securities.

You are advised and are expected to understand that our past performance is not a guarantee of future results and that certain market and economic risks exist that may adversely affect an account’s performance that could result in capital losses in your account.

Risks

There is principal and material risks involved which may adversely affect the account value and total return. There are other circumstances (including additional risks that are not described here) which could prevent your portfolios from achieving its investment objective. It is important to read all the disclosure information provided and to understand that you may lose money by investing in the any of our strategies.

Your account is subject to the following risks:

- **Stock Market Risk** – The value of securities in the portfolio will fluctuate and, as a result, the value may decline suddenly or over a sustained period of time.
- **Managed Portfolio Risk** – The manager's investment strategies or choice of specific securities may be unsuccessful and may cause the portfolio to incur losses.
- **Industry Risk** – The portfolio's investments could be concentrated within one industry or group of industries. Any factors detrimental to the performance of such industries may disproportionately impact on your portfolio. Investments focused in a particular industry are subject to greater risk and are more greatly impacted by market volatility than less concentrated investments.
- **Non-U.S. Securities Risk** – Non-U.S. securities are subject to the risks of foreign currency fluctuations, generally higher volatility and lower liquidity than U.S. securities, less developed securities markets and economic systems and political and economic instability.
- **Emerging Markets Risk** – To the extent that your portfolio invests in issuers located in emerging markets, the risk may be heightened by political changes and changes in taxation or currency controls that could adversely affect the values of these investments. Emerging markets have been more volatile than the markets of developed countries with more mature economies.
- **Currency Risk** – The value of your portfolio's investments may fall as a result of changes in exchange rates.
- **Interest Rate Risk**. The value of fixed income securities rises or falls based on the underlying interest rate environment. If rates rise, the value of most fixed income securities could go down.
- **Credit Risk** - Most fixed income instruments are dependent on the underlying credit of the issuer. If we are wrong about the underlying financial strength of an issuer, we may purchase securities where the issuer is unable to meet its obligations. If this happens, your portfolio could sustain an unrealized or realized loss.
- **Inflation Risk** - Most fixed income instruments will sustain losses if inflation increases or the market anticipates increases in inflation. If we enter a period of moderate or heavy inflation, the value of your fixed income securities could go down.

ITEM – 9 DISCIPLINARY INFORMATION

Verus does not have any legal, financial or other “disciplinary” item to report.

ITEM – 10 OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Verus is not a broker/dealer, but our IARs are registered representatives of LPL Financial Holdings Inc. ("LPL"), a full-service broker/dealer, member FINRA/SIPC. When placing securities transactions through LPL in their capacity as registered representatives, they earn sales commissions. Because the IARs are dually registered agents of LPL and Verus, LPL has certain supervisory and administrative duties pursuant to the requirements of NASD Conduct Rule 3040. While LPL maintains supervisory and administrative relationships with Verus' IARs, LPL and Verus are not affiliated companies.

Verus also receives back office and administrative support services from LPL. When doing so, LPL will receive a portion of the management fee or an administrative fee for the services provided. This fee will be charged as portion Verus' fee and will not be an additional fee billed to you.

We do not have a related person that is an investment advisor. However, we may have relationships with non-affiliated investment advisors. Through the Manager Access Select, "OMP," "PWP," "MWP," and "SMS" programs, Verus and its supervised Investment Advisors can place money with investment managers off a list generated by the third-party money manager. After placing money with the third-party manager, our representative can receive a monthly or quarterly asset-based fee. Receiving direct or indirect compensation for the placing of money with third party money managers creates a material conflict of interest, because our representatives have an incentive to place assets based on compensation. We address this material conflict of interest by placing assets solely on the suitability information provided by the client and documented on account applications.

Verus may select and monitor third-party money managers to manage your assets. When soliciting for money managers, we will receive a portion of the fees paid to the money manager. LPL will also receive a portion of the fee or a marketing override for fees paid to approved money managers.

Additionally, as registered representatives, they also receive compensation from mutual fund sales loads, 12(b)-1 distribution fees, variable annuity sales commissions or trail commissions. The 12(b) - 1 distribution fees, sales charges and other fee arrangements will be disclosed upon your request and are typically described in the applicable fund and/or annuity prospectus. Any fees or other compensation received by the IARs in their separate capacities as registered representatives will be received to the extent permitted by applicable law.

External Custodian Disclosure

As discussed previously, certain associated persons of the Verus are registered representatives of LPL Financial. As a result of this relationship, LPL Financial may have access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about Verus' clients, even if client does not establish any account through LPL. If you would like a copy of the LPL Financial privacy policy, please contact us at 480-990-3719 ."

"Certain employees of Verus are Dually Registered Persons. LPL Financial is a broker-dealer that is independently owned and operated and is not affiliated with Verus. Please refer to Item 12 for a discussion of the benefits Verus may receive from LPL Financial and the conflicts of interest associated with receipt of such benefits.

ITEM – 11 CODE OF ETHICS PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Verus and our IARs are allowed to invest for their own accounts or have a financial interest in the same securities or other investments that we recommend or acquire for your account, and may engage in transactions that are the same as or different than transactions recommended to or made for your account. This creates a conflict of interest. We recognize the fiduciary responsibility to place your interests first and have established policies in this regard to avoid any potential conflicts of interest.

We have developed and implemented a Code of Ethics that sets forth standards of conduct expected of our advisory personnel to mitigate this conflict of interest. The Code of Ethics addresses, among other things, personal trading, gifts, the prohibition against the use of inside information and other situations where there is a possibility for conflicts of interest.

The Code of Ethics is designed to protect our clients by deterring misconduct, educate personnel regarding the firm's expectations and laws governing their conduct, remind personnel that they are in a position of trust and must act with complete propriety at all times, protect the reputation of Verus, guard against violation of the securities laws, and establish procedures for personnel to follow so that we may determine whether their personnel are complying with the firm's ethical principles.

All advisory personnel are required to report to the Firm's Chief Compliance Officer initial and annual holdings and quarterly transactions in reportable securities, as defined in the Code and the Chief Compliance Officer is responsible for reviewing such reports. The Code also sets forth general standards of conduct and practices to be followed by all personnel to minimize conflicts of interest, including restrictions on gifts to or from brokers, clients and others, restrictions on service on the boards of other companies, restrictions on participation in investment clubs and policies designed to prevent personal trading conflicts. In addition, the Code (including the Firm's Insider Trading Policy Statement) includes provisions designed to prevent and enforce the Firm's strict policy against the misuse of material non-public information by all personnel. The Firm's Chief Compliance Officer is responsible for the oversight and administration of the Code.

All associated persons sign a letter of acknowledgment that they have read the Personal Trading Policy, fully understand it and will abide by it at all times while under the employ of Verus.

We have established the following restrictions in order to ensure our firm's fiduciary responsibilities:

1. A director, officer or employee of Verus shall not buy or sell any securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment unless the information is also available to the investing public on reasonable inquiry. No director, officer or

employee of Verus shall prefer his or her own interest to that of the advisory client.

2. We maintain a list of all securities holdings for itself, and anyone associated with this advisory practice with access to advisory recommendations. These holdings are reviewed on a regular basis by an appropriate officer/individual of Verus.
3. We emphasize the unrestricted right of the client to decline to implement any advice rendered, except in situations where we are granted discretionary authority of the client's account.
4. We emphasize the unrestricted right of the client to select and choose any broker-dealer (except in situations where we are granted discretionary authority) he or she wishes.
5. We require that all individuals must act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
6. Any individual not in observance of the above may be subject to termination.

This section is only intended to provide current and potential clients with a description of our Code of Ethics. If current or potential clients wish to review the Code of Ethics in its entirety, a copy may be requested from any IARs or our Chief Compliance Officer and it will be provided promptly.

ITEM – 12 BROKERAGE PRACTICES

We may recommend that you establish accounts with the various custodians that are registered broker/dealers, members of SIPC, to maintain custody of your assets and to effect trades for your account. We are independently owned and operated and not affiliated with these custodians. The custodian provides us with access to institutional trading and custody services. These services include brokerage, custody, economic benefits, research, and access to mutual funds and other investment that are otherwise generally available only to institutional investors.

For our client accounts maintained with the various custodians, the custodians generally do not charge separately for custody, but is compensated by account holders through commission or other transaction related fees for securities trades that are executed through the custodian's accounts.

You are under no obligation to act upon any recommendations, and if you elect to act upon any recommendations, you are under no obligation to place the transactions through any broker/dealer we recommend. Our recommendation is generally based on the broker's cost and fees, skills, reputation, dependability and compatibility with the client. When referring, we will only refer you to a broker registered in the state where you reside. Often, we recommend TD Ameritrade or Charles Schwab because of the range of custodial and transacting services that it offers to clients. You may be able to obtain lower commissions and fees from other brokers. The value of products, research, and services provided to us is not a factor in determining the selection of broker/dealer or the reasonableness of their commissions.

Since our IARs are registered representatives of LPL, a full-service broker/dealer, member FINRA/SIPC, when selling securities products in this separate capacity, the advisor representatives earn commissions. When implementing transactions as registered representatives, IARs may also be charged a transaction fee, or ticket charge, and may elect to pass these transaction charges onto you. If transaction charges are passed on to you, they will appear as a fee on your confirmation statements.

Commissions are normally waived in managed accounts. However, Verus' IARs are also registered representatives of LPL and have the ability to charge commissions when implementing transactions. As registered representatives, they may determine the amount of commission rates paid without obtaining specific client consent prior to implementing trades. In determining the amount of commissions charged, the registered representative will take into account the FINRA's 5% guideline policy, the type of security involved, the availability of the security in the market, the price of the security and the amount of money involved in the transaction. Commissions charged will be disclosed on your confirmation statements. The registered representatives have the discretion to determine the amount of commission that will be charged to you on products other than mutual funds or insurance products.

Verus does not allow directed brokerage, meaning that clients cannot direct the IARs to use a specific broker/dealer to implement the transactions. Because of these limitations, you may pay higher or lower commission rates and transaction costs than if they

implemented transactions through another broker/dealer.

Best Execution

Although we do not allow directed brokerage, we must still use reasonable diligence to make certain that best execution is obtained for you when implementing any transactions. Best execution does not necessarily mean that you receive the lowest possible commission costs but that the qualitative execution is best. In other words, all conditions surrounding the transaction execution is in the best interests of our clients.

IARs will look at a number of factors besides prices and rates including, but not limited to:

- Execution capabilities (e.g., market expertise, ease/reliability/timeliness of execution, responsiveness, integration with existing systems of the applicant, ease of monitoring investments)
- Products and services offered (e.g. investment programs, back office services, technology, regulatory compliance assistance, research and analytic services)
- Financial strength, stability and responsibility
- Reputation and integrity
- Verus will perform periodic reviews to determine that the relationship with LPL and Pershing is still in the best interests of our clients.

Block Trades

Transactions for each managed client account will generally be effected independently. However, we may use block or batch trades to facilitate best execution, to reduce brokerage costs and/or commissions, and to provide fair and equitable prices among client accounts. When performing block trades for managed accounts, you usually will receive a pro-rata allocation. If we determine that a pro-rata allocation is not appropriate, allocation will instead be made based upon relevant factors such as investment objectives, investment strategies and restrictions, portfolio styles and existing client holdings. We will keep records of all block or batch trades. Neither Verus nor our IAR will receive any additional compensation as a result of using block or batch trades.

Soft Dollar

Investment advisors may direct portfolio brokerage commissions to a particular broker/dealer in return for services and research used in making investment decisions in client accounts. The commissions used to acquire these services and research are known as “soft dollars.” Section 28(e) of the *Securities Exchange Act of 1934* provides a “safe harbor” that allows an investment advisor to pay more than the lowest available commission for brokerage and research services if it determines in good faith that the commission paid was reasonable in relation to the brokerage and research services provided.

Although we do not allow directed brokerage, we may still receive products and services from LPL, or other program sponsors and product issuers. These products and services

may be used for both research and non- research purposes and allows us to supplement, at no cost, our own research and analysis activities. These products and services can include, but are not limited to:

- Reports, publications and data on matters such as the economy, industries, sectors and individual companies or issuers, statistical information, account and law interpretations, political analysis, legal developments affecting portfolio securities, technical market actions, credit analysis, risk management and analysis of corporate responsibility issues
- On-line news services and financial and market database services
- Information management systems, integrating quotation and trading, performance management, accounting, recordkeeping and document retrieval and other administrative matters
- Meetings, seminars, workshops and conferences with representatives of issuers, program sponsors and/or other analysts and specialists

Research obtained with soft dollars is not necessarily utilized for the specific accounts that generated the soft dollars. Verus does not attempt to allocate the relative costs or benefits of research among clients because it believes that, in the aggregate, the research it receives benefits all clients and assists Verus in fulfilling our overall duty to you.

These arrangements may be deemed to create a conflict of interest to the extent that we would have to pay for some or all of the research and/or services with “hard dollars” if we were unable to obtain the research and services in exchange for commissions in connection with client transactions. We may have an incentive to select or recommend a broker-dealer based on our interest in receiving the research or other products or services, rather than on our clients’ interest in receiving the most favorable execution. Your trades will always be implemented based on your goals and objectives and not on any research, products or other incentives available.

Given all of the aforementioned brokerage practices, our firm does not consider research and other soft dollar benefits; brokerage for client referrals; and directed brokerage when performing due diligence on broker/dealer and custodian options.

Institutional Advisor Program

Advisor participates in the institutional advisor program (the “Program”) offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC (“TD Ameritrade”), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions, and additional services. Advisor receives some benefits from TD Ameritrade through its participation in the Program.

As disclosed above, Advisor participates in TD Ameritrade’s institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor’s participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD

Ameritrade retail investors. These benefits include the products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. One such vendor the Advisor receives economic benefits for is Citius Advisors Solutions, LLC or "CAS." CAS is a billing, office automation, compliance reporting, and portfolio reporting software tool, which offers benefits to the Advisor, Investment Advisor Representatives, and clients of the Advisor. CAS helps the advisor to consolidate their business practices, improve Verus' ability to efficiently meet ongoing compliance requirements, build service workflows to enhance customer experience, and provide an all-around better customer/advisor relationship. Two additional vendors are Birinyi Associates Inc. and Investech Research. These vendors provide the Advisor with market research and model portfolio allocations via the Reminiscences Newsletter/Investor Bulletin and Monthly Newsletter and Bulletin respectively. The Advisor compiles the market research from these two vendors with other market research and analysis to formulate investment recommendations and portfolio allocations for the Advisor's clients. Fundamental and Technical Analysis provided by these two vendors aid in the Advisor's ability to make informed investment decisions, which in turn has a direct impact on the management of client assets. Furthermore, through participation in the institutional customer program, the Advisor receives assistance with respect to subscriptions to financial planning software services through the provider Advicent, and their product NaviPlan, and Morningstar's product Morningstar Office. Use of the Advicent financial planning solution, NaviPlan, directly benefits the client in that through the use of it we are able to provide comprehensive financial planning services, income projection tools, risk management solutions, and budgeting. The Morningstar Office and By All Accounts products give us access to various tools and resources that directly benefit the client in the form of robust portfolio reporting and analysis tools, account aggregation capabilities, real time portfolio accounting, and client household reports. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services. The Advisor may have a conflict of interest in recommending to its clients that their assets be held in custody with TD Ameritrade and in placing transactions for client accounts with

TD Ameritrade, because TD Ameritrade considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, the Advisor's client accounts when determining whether to provide or continue providing Additional Services to the Firm; and the Advisor's receipt of Additional Services does not diminish the Advisor's duty to act in the best interest of its clients, including to best execution of trades for client accounts.

Institutional Advisor Benefits

Verus may recommend/require that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Schwab is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. Verus is independently owned and operated and not affiliated with Schwab. Schwab provides Verus with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at Schwab Advisor Services. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For Verus client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab also makes available to Verus other products and services that benefit Verus but may not benefit its clients' accounts. These benefits may include national, regional or Verus specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of Verus by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Verus in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of Verus' fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Verus' accounts, including accounts not maintained at Schwab Advisor Services. Schwab Advisor Services also makes available to Verus other services intended to help Verus manage and further develop its business enterprise. These services may include professional compliance, legal and business

consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to Verus by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Verus. While, as a fiduciary, Verus endeavors to act in its clients' best interests, Verus' recommendation/requirement that clients maintain their assets in accounts at Schwab may be based in part on the benefit to Verus of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

Verus receives support services and/or products from LPL Financial, many of which assist the Verus to better monitor and service program accounts maintained at LPL Financial; however, some of the services and products benefit Verus and not client accounts. These support services and/or products may be received without cost, at a discount, and/or at a negotiated rate, and may include the following:

- investment-related research
- pricing information and market data
- software and other technology that provide access to client account data
- compliance and/or practice management-related publications
- consulting services
- attendance at conferences, meetings, and other educational and/or social events
- marketing support
- computer hardware and/or software
- other products and services used by Verus in furtherance of its investment advisory business operations

LPL Financial may provide these services and products directly or may arrange for third party vendors to provide the services or products to Advisor. In the case of third-party vendors, LPL Financial may pay for some or all of the third party's fees.

These support services are provided to Verus based on the overall relationship between Verus and LPL Financial. It is not the result of soft dollar arrangements or any other express arrangements with LPL Financial that involves the execution of client transactions as a condition to the receipt of services. Verus will continue to receive the services regardless of the volume of client transactions executed with LPL Financial. Clients do not pay more for services as a result of this arrangement. There is no corresponding commitment made by the Verus to LPL or any other entity to invest any specific amount or percentage of client assets in any specific securities as a result of the arrangement. However, because Advisor receives these benefits from LPL Financial, there is a potential conflict of interest. The receipt of these products and services presents a financial incentive for Advisor to recommend that its clients use LPL Financials' custodial platform rather than another custodian's platform.

Oversight Fee for Assets Held Away

As stated previously, individuals associated with Verus are licensed as registered representatives of LPL Financial. As a result of this licensing relationship, LPL Financial is responsible for supervising certain activities of Verus to the extent Verus manages assets at a broker/dealer and custodian other than LPL Financial. LPL Financial charges a fee for this oversight. This presents a conflict of interest in that Verus has a financial incentive to recommend that you maintain your account with LPL Financial rather than another custodian in order to avoid the oversight fee. However, to the extent Verus recommends you use LPL Financial for such services, it is because Verus believes that it is in your best interest to do so based on the quality and pricing of the execution, benefits of an integrated platform for brokerage and advisory accounts, and other services provided by LPL Financial.

Recommendation of LPL Financial

Verus will generally [recommend, request or require] that clients establish a brokerage account with LPL Financial to maintain custody of clients' assets and to effect trades for their accounts. LPL Financial provides brokerage and custodial services to independent investment advisory firms, including Verus. For Verus's accounts custodied at LPL Financial, LPL Financial generally is compensated by clients through commissions, trails, or other transaction-based fees for trades that are executed through LPL Financial or that settle into LPL Financial accounts. For IRA accounts, LPL Financial generally charges account maintenance fees. In addition, LPL Financial also charges clients miscellaneous fees and charges, such as account transfer fees. [LPL Financial charges Verus an asset-based administration fee for administrative services provided by LPL Financial. Such administration fees are not directly borne by clients, but may be taken into account when Verus negotiates its advisory fee with clients.]

While LPL Financial does not participate in, or influence the formulation of, the investment advice Verus provides, certain supervised persons of Verus are Dually Registered Persons. Dually Registered Persons are restricted by certain FINRA rules and policies from maintaining client accounts at another custodian or executing client transactions in such client accounts through any broker-dealer or custodian that is not approved by LPL Financial. As a result, the use of other trading platforms must be approved not only by Verus, but also by LPL Financial.

Clients should also be aware that for accounts where LPL Financial serves as the custodian, Verus is limited to offering services and investment vehicles that are approved by LPL Financial, and may be prohibited from offering services and investment vehicles that may be available through other broker-dealers and custodians, some of which may be more suitable for a client's portfolio than the services and investment vehicles offered through LPL Financial.

Clients should understand that not all investment advisers [require, request or recommend] that clients custody their accounts and trade through specific broker-dealers.

Clients should also understand that LPL Financial is responsible under FINRA rules for supervising certain business activities of Verus and its Dually Registered Persons that

are conducted through broker-dealers and custodians other than LPL Financial. LPL Financial charges a fee for its oversight of activities conducted through these other broker-dealers and custodians. This arrangement presents a conflict of interest because Verus has a financial incentive to recommend that you maintain your account with LPL Financial rather than with another broker-dealer or custodian to avoid incurring the oversight fee.

Benefits Received by Verus Personnel

LPL Financial makes available to Verus various products and services designed to assist Verus in managing and administering client accounts. Many of these products and services may be used to service all or a substantial number of Verus's accounts, including accounts not held with LPL Financial. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); facilitate trade execution (and aggregation and allocation of trade orders for multiple client accounts); provide research, pricing information and other market data; facilitate payment of Verus's fees from its clients' accounts; and assist with back-office functions; recordkeeping and client reporting.

LPL Financial also makes available to Verus other services intended to help Verus manage and further develop its business. Some of these services assist Verus to better monitor and service program accounts maintained at LPL Financial, however, many of these services benefit only Verus, for example, services that assist Verus in growing its business. These support services and/or products may be provided without cost, at a discount, and/or at a negotiated rate, and include practice management-related publications; consulting services; attendance at conferences and seminars, meetings, and other educational and/or social events; marketing support; and other products and services used by Verus in furtherance of the operation and development of its investment advisory business.

Where such services are provided by a third-party vendor, LPL Financial will either make a payment to Verus to cover the cost of such services, reimburse Verus for the cost associated with the services, or pay the third-party vendor directly on behalf of Verus.

The products and services described above are provided to Verus as part of its overall relationship with LPL Financial. While as a fiduciary Verus endeavors to act in its clients' best interests, the receipt of these benefits creates a conflict of interest because Verus's request that clients custody their assets at LPL Financial is based in part on the benefit to Verus of the availability of the foregoing products and services and not solely on the nature, cost or quality of custody or brokerage services provided by LPL Financial. Verus's receipt of some of these benefits may be based on the amount of advisory assets custodied on the LPL Financial platform.

ITEM – 13 REVIEW OF ACCOUNTS

Portfolio Review

Stephen Bull, Managing Member and Chief Compliance Officer and Zachary Mason, Member review accounts quarterly. In addition, an annual review is usually conducted in person or by telephone. The reviews ensure that the investment plan continues to be implemented which matches your objectives and risk tolerances. More frequent reviews may be triggered by material changes in variables such as your individual circumstances, or the market, political or economic environment.

Financial planning services terminate upon presentation of the financial plan or completion of the consultation. Therefore, no reviews are conducted for financial planning accounts. However, we recommend you have your situation reviewed at least annually and their financial plan updated. If you elect to undertake this review and update, a new client agreement will be required and additional fees may be charged.

Reports

We do prepare reports for clients. You will receive statements at least quarterly from the investment company, broker/dealer, clearing firm or money manager where your account is maintained. You are strongly urged to compare performance reports received from us with the account statements you receive from the custodian. Inquiries or concerns regarding the account, including any performance reports, should be directed to the IAR listed on the account statement.

You will receive transaction confirmations and quarterly statements from your account custodians. Collectively, these reports will list your account holdings, transactions and fees paid. Financial planning/Consulting clients will not receive regular reports from us.

ITEM – 14 CLIENT REFERRALS AND OTHER COMPENSATION

Our IAR's sell securities and insurance products in their separate capacities as registered representatives and independent insurance agents. They will earn sales commissions when selling these products. Some of the advice offered by our IARs involves investments in mutual fund products. Load and no-load mutual funds pay annual distribution charges sometimes referred to as 12(b)-1 fees. IARs will receive a portion of the 12(b)-1 fee from some investment companies in their separate capacities as registered representatives. You should be aware that these 12(b)-1 fees come from fund assets, and thus, indirectly from your assets. The receipt of these fees could represent an incentive for our registered representatives to recommend funds with 12(b)-1 fees or higher 12(b)-1 fees over funds with no fees or lower fees, therefore creating a conflict of interest. Verus and our IARs may only receive 12b-1 fees outside of TD Ameritrade and Charles Schwab accounts.

We may select and monitor third party money managers to manage client assets. When soliciting for money managers, we will receive a portion of the fees paid to the money manager. LPL may also receive a portion of the fee or a marketing override for fees paid to LPL approved money managers.

IARs may also occasionally implement programs under which they are eligible to win nominal awards for certain sales efforts including, but not limited to, establishing new accounts or placing additional assets under management. These programs will not change the fees you pay for advisory services or the amounts that will be invested in any product purchased by you.

From time to time, we may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made.

IARs endeavor at all times to put the interest of our clients first as a part of their fiduciary duty. However, you should be aware that the receipt of additional compensation through

12(b)-1 fees, servicing fees, nominal sales awards and/or expense reimbursements creates a conflict of interest that will impact the judgment of the IARs when making advisory recommendations. We may rely on some sponsors for the support of client meeting (seminars, workshops, client appreciation events, etc.) both in the form of content, such as handouts and speakers, as well as to cover the costs of those functions. These activities are reviewed and approved in advance in accordance with FINRA and SEC compliance guidelines by Verus, as appropriate.

Trading by third party money managers may trigger wash sale rule implications. LPL does not necessarily manage accounts in a manner to avoid wash sale implications. Clients are encouraged to consult with a tax advisor to discuss any tax implications involving their portfolios in these and in all advisory programs.

Neither the Adviser nor a related person to the Adviser directly or indirectly compensates any person (who is not our supervised person) for client referrals.

Institutional Advisor Program

Advisor participates in the institutional advisor program (the “Program”) offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC (“TD Ameritrade”), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the Program.

As disclosed above, Advisor participates in TD Ameritrade’s institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor’s participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. Specifically, the vendor of these practice management products and services is Citius Advisor Solutions, LLC (“CAS”). CAS is a billing, workflow optimization, compliance, and account reporting tool. It brings value to the Advisor, Investment Advisor Representative, and the clients of the Advisor. With regards to research related products and tools, due to participation in The Program, the Advisor receives subscriptions to providers of market research and model investment allocations. These professional research providers include Birinyi Associates Inc. and Investech

Research. The research provided by these two firms, in conjunction with other independent research, assists in formulating the Advisors' investment recommendations and portfolio investment allocations for clients. Furthermore, through participation in the institutional customer program, the Advisor receives assistance with respect to subscriptions to financial planning software services through the provider Advicent, and their product NaviPlan, and Morningstar's product Morningstar Office. Use of the Advicent financial planning solution, NaviPlan, directly benefits the client in that through the use of it we are able to provide comprehensive financial planning services, income projection tools, risk management solutions, and budgeting. The Morningstar Office and By All Accounts products give us access to various tools and resources that directly benefit the client in the form of robust portfolio reporting and analysis tools, account aggregation capabilities, real time portfolio accounting, and client household reports. TD Ameritrade provides the Additional Services to Advisor in its sole discretion and at its own expense, and Advisor does not pay any fees to TD Ameritrade for the Additional Services. Advisor and TD Ameritrade have entered into a separate agreement ("Additional Services Addendum") to govern the terms of the provision of the Additional Services. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services. Advisor's receipt of Additional Services raises potential additional conflicts of interest

In providing Additional Services to Advisor, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, Advisor's Client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with Advisor, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, Advisor may have an incentive to recommend to its Clients that the assets under management by Advisor be held in custody with TD Ameritrade and to place transactions for Client accounts with TD Ameritrade. Advisor's receipt of Additional Services does not diminish its duty to act in the best interests of its Clients, including to seek best execution of trades for Client accounts.

Institutional Advisor Benefits

Verus may recommend/require that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades

for their accounts. The final decision to custody assets with Schwab is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. Verus is independently owned and operated and not affiliated with Schwab. Schwab provides Verus with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at Schwab Advisor Services. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For Verus client accounts maintained in its custody, Schwab generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

Schwab also makes available to Verus other products and services that benefit Verus but may not benefit its clients' accounts. These benefits may include national, regional or Verus specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of Verus by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Verus in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of Verus' fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Verus' accounts, including accounts not maintained at Schwab Advisor Services. Schwab Advisor Services also makes available to Verus other services intended to help Verus manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to Verus by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Verus. While, as a fiduciary, Verus endeavors to act in its clients' best interests. Verus' recommendation/requirement that clients maintain their assets in accounts at Schwab may be based in part on the benefit to Verus of the availability of some of the foregoing products and services and other arrangements and

not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest.

Verus and/or its Dually Registered Persons are incented to join and remain affiliated with LPL Financial and to recommend that clients establish accounts with LPL Financial through the provision of Transition Assistance (discussed in Item 12 above). LPL also provides other compensation to Verus and its Dually Registered Persons, including but not limited to, bonus payments, repayable and forgivable loans, stock awards and other benefits.

The receipt of any such compensation creates a financial incentive for your representative to recommend LPL Financial as custodian for the assets in your advisory account. We encourage you to discuss any such conflicts of interest with your representative before making a decision to custody your assets at LPL Financial.

ITEM – 15 CUSTODY

All Client account assets are held by a qualified custodian. Verus periodically reviews clients' custody relationships to ascertain their effectiveness, responsiveness and costs. Verus, however, is not responsible for the actions of a client's custodian. Verus avoids custody of client assets by not accepting deposits or withdrawals made payable to Verus Capital Partners, LLC. Verus Capital Partners, LLC is also not the benefactor of any client accounts. Verus Capital Partners, LLC reviews the clients' custody relationship with the qualified custodian to ensure the effectiveness of the custodian in addition to safeguarding against having custody of client assets.

Clients should carefully review account statements received directly from the qualified custodian. We also urge you to compare the account statement you receive from your qualified custodian with the statements provided by us.

Verus has custody of client funds and securities to the extent that Verus may directly deduct fees from clients' accounts.

ITEM – 16 INVESTMENT DISCRETION

Upon receiving written authorization from the client, we may manage your assets on a limited discretionary basis. When we do, discretionary authority is limited in that we will not have the authority to withdraw funds and/or securities from your account except when written authorization has been provided to have fees automatically deducted from your account and paid directly to Verus. Verus and our IARs have limited discretionary authority to transfer funds between your accounts with like registrations held with SAA or may send funds to your address of record if you request; however, neither Verus or our IARs retain custody in these circumstances. At your option, TD Ameritrade, Charles Schwab, Managed Opportunities advisor directed program and FAP may be managed on a discretionary or non-discretionary basis. You may place reasonable restrictions and guidelines on our discretionary authority and the IAR will attempt to meet those restrictions and guidelines.

We have authority to supervise and direct on an ongoing basis your investments in accordance with your predetermined investment objectives and guidelines. We are authorized in our discretion and without prior consultation with you to: (1) buy, sell, exchange and otherwise trade any stocks, bonds or other assets and (2) determine the amount of securities to be bought or sold and (3) place orders with the custodian. Any limitation to such authority will be communicated by you to Verus in writing.

Our firm may recommend that you establish accounts with the various custodians that are registered broker/dealers, members of SIPC, to maintain custody of your assets and to effect trades for your accounts. We are independently owned and operated and not affiliated with these custodians. The custodian provides us with access to institutional trading and custody services. These services include brokerage, custody, research and access to mutual funds and other investment that are otherwise generally available only to institutional investors.

For our client accounts maintained with the various custodians, the custodians generally do not charge separately for custody but is compensated by account holders through commission or other transactions related fees for securities trades that are executed through the custodian's accounts.

ITEM – 17 VOTING YOUR SECURITIES

We will not vote proxies under its limited discretionary authority. You are welcome to vote proxies or designate an independent third-party at your own discretion. You designate proxy voting authority in the custodial account documents. You must ensure that proxy materials are sent directly to you or your assigned third party. Based on your direction you will either receive proxies directly or you will receive them from the custodian. Verus will not distribute proxies or other solicitations. Clients may contact Verus to ask questions about a particular solicitation or proxy. We do not take action with respect to any securities or other investments that become the subject of any legal proceedings, including bankruptcies.

ITEM – 18 FINANCIAL INFORMATION

We are not aware of any financial condition that is reasonably likely to impair our ability to meet our contractual commitments to you. Verus Capital Partners, LLC has discretionary authority of client funds and securities, if and only if the client grants Verus Capital Partners, LLC that authority. Verus Capital Partners, LLC does not have custody of client funds. Verus Capital Partners, LLC does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. Verus Capital Partners, LLC has not been the subject of a bankruptcy petition at any time in the past ten years.

Due to the extreme and unprecedented circumstances resulting from the COVID-19 pandemic beginning in January 2020, Investment Advisor Representatives of Verus Capital Partners, LLC applied for and received loans in connection with the SBA's Paycheck Protection Program (PPP). These loans were applied for and used in accordance with the program guidelines. More information regarding the PPP can be found at <https://www.sba.gov/funding-programs/loans/coronavirus-relief-options/paycheck-protection-program#section-header-3>

ITEM – 19 REQUIREMENTS FOR STATE-REGISTERED ADVISERS

Verus Capital Partners currently has one management person/executive officer; Stephen Bull and the following Investment Advisor Representatives (IAR); Marty Block, Luis Cabuto, Daniel Converse, Eric Cortez, Norris Davis III, Connor Flach, Jeffrey Geiser, John Glaudel, Fred Goodman, Hilary Jones-Rojo, William Keesling, Robyn Kreuer, Karen Longo, Zachary Mason, Phil McNulty, Betsy Merritt, Satik Nshanyan, Colleen O'Shaughnessy, Karl Owens, Christopher Oxenham, Kirk Parker, Kevin Phillips, Michael Phillips, Frank Stock, Mark Tang, Dwight Vilhauer, and Barry Waxler.

Mr. Bull's and all IARs' education and business background can be found in the Supplemental Brochure, Part 2B form. Stephen's and the IAR's other business activities can be found in the Supplemental Brochure, Part 2B form. Verus Capital Partners does not accept performance-based fees or other fees based on a share of capital gains on capital appreciation of the assets of the client. No management person at Verus Capital Partners has been involved in an arbitration claim or been found liable in a civil, self-regulatory organization, or administrative proceeding that is material to the client's evaluation of the firm or its management. Neither Verus Capital Partners, nor its management personnel, has any relationship or arrangement with issuers of securities. Within this document all material conflicts of interest and potential material conflicts of interest have been disclosed regarding the investment adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.