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**Form ADV Part
2A Brochure**

This brochure provides information about the qualifications and business practices of PEAK Financial Services, Inc. If you have any questions about the contents of this brochure, please contact us at (508)351-9775 and/or kob@peakfs.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

PEAK Financial Services, Inc. is a registered investment adviser. Any references to PEAK Financial Services, Inc. as a registered investment adviser or its related persons as registered Advisory Representatives does not imply a certain level of skill or training.

Item 2 - Summary of Material Changes

The material changes in this brochure from the last annual updating amendment of PEAK Financial Services, Inc. on 02/16/2021 are described below. Material changes relate to PEAK Financial Services, Inc's policies, practices or conflicts of interests.

The firm has transitioned to registration with the United States Securities and Exchange Commission from its prior registration at the state level.

A copy of our updated Brochure may be requested by contacting us at (508) 351-9775 and/or kob@peakfs.com. Our Brochure is available to you free of charge.

Additional information about PEAK Financial Services, Inc. is also available via the Investment Adviser Public disclosure website. The CRD number for PEAK Financial Services, Inc. is 282186. The web site also provides information about any persons affiliated with PEAK Financial Services, Inc. who are registered, or are required to be registered, as Advisory Representatives of PEAK Financial Services, Inc.

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Item 4 - Advisory Business

PEAK Financial Services, Inc. (hereinafter referred to as “PEAK”) is a fee-based adviser that provides asset management and financial planning services.

A. Kevin M. O'Brien dba PEAK Financial Services **began doing business** under the laws of the state of Massachusetts in 1995, and became an S Corp in 2010. PEAK Financial Services, Inc. is majority owned by Kevin M. O'Brien. Kevin is the President and sole owner of PEAK Financial Services, Inc. He has been in the financial services industry since 1988. Additional business information about Kevin is disclosed in our Supplemental Brochure.

B. PEAK offers Asset Management and Financial Planning services, as fully described below:

These services may be general in nature or focused on particular areas of interest or need depending upon each client's unique circumstances.

Asset Management and Financial Planning Services

An initial free, no obligation meeting is offered to introduce PEAK's services and fees. Once there is mutual agreement and desire to consider working together, we will request a number of documents to help understand your overall financial situation.

PEAK will gather financial information and history from you such as your financial and retirement goals, investment objectives, investment time horizon, tolerance for risk, financial needs, cash flow analysis, education needs, savings tendencies, and other applicable financial information. All information gathered from you is confidential.

The financial plan is based on your financial situation at the time and on the financial information you disclose to PEAK. Certain assumptions will be used with respect to anticipated tax rates, future rates of return and inflation as well as the use of past trends and performance of the market and the economy. However, past performance is in no way an indication of future performance. PEAK cannot offer any guarantees or promises that your financial goals and objectives will be met. Furthermore, you should **continue to review and** update your plan with PEAK as changes occur with the assumptions used and/ or there are changes in your financial situation, goals, or objectives. If your financial situation or investment goals or objectives change, you should notify PEAK promptly. You are advised that the financial advice offered by PEAK may be limited and is not meant to be legal or accounting advice. Based on your specific needs or situation, you may need to seek the services of other professionals such as a banker, an insurance adviser, attorney and/or accountant. Our primary goal is to help our clients identify and pursue their financial goals, thereby enhancing the overall quality of their lives.

After **evaluating the information** gathered by PEAK, we will prepare a written financial plan and present the analysis and recommendations for steps to be taken to work toward your financial goals. We will customize your investment portfolio taking into consideration your limitations or restrictions, and your personal financial goals and objectives. We have asset allocation models to assist us in general portfolio construction. If you are satisfied with our recommendations and decide

to engage PEAK for asset management and financial planning services, we will have you sign an Asset Management Agreement. After we implement the initial portfolio allocation and with your written approval as indicated in the Asset Management Agreement, we will provide continuous and ongoing management of your account using our own discretion to determine any changes to the account. Unless otherwise expressly requested by you, PEAK will manage the account and will make changes to the allocation as deemed appropriate by PEAK. PEAK will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you.

PEAK primarily uses exchange traded funds (ETFs), institutional open-ended mutual funds including no-load funds and limited partnership alternative investments. However, managed accounts are not exclusively limited to mutual funds and alternative investments and may include stocks and bonds, certificates of deposits, government securities, exchange traded funds (ETFs), money markets, annuities, REITs and other securities. When consistent with investment objectives, we may also recommend accredited investors invest in private placement securities (limited partnerships), which may include debt, equity, and/or pooled investment vehicles. PEAK will receive no additional compensation from investments in private placement securities but will continue to receive asset management fees for those assets under management.

PEAK also offers discretionary asset allocation services and investment recommendations to clients regarding variable annuity products and non-discretionary asset allocation and investment recommendations to clients regarding 529 college savings plans, and/or individual employer-sponsored retirement and deferred compensation plans. We either direct or recommend the allocation of assets among the various mutual fund and investment choices offered by the variable annuity, 529 plan or retirement/deferred compensation plan. Your assets are maintained at either the specific fund company or insurance company that issued the variable annuity or 529 plan or at the custodian designated by the sponsor of your retirement/deferred compensation plan.

C. PEAK will tailor the advisory services to your individual needs. You may impose restrictions and/ or limitations on investing in certain individual securities or types of securities. We will ask you to complete a client data gathering form and risk tolerance questionnaire to assist us with obtaining information about your financial situation and history. We will conduct an interview and data gathering session to continue the due diligence process. The information gathered by PEAK will assist us in providing you with the requested services and customize the services to your financial situation. Depending on the services you have requested, we will request various financial information and history from you including, but not limited to:

- Financial needs
- Financial and retirement goals
- Investment objectives
- Investment time horizon
- Bank, investment and retirement statements
- All other assets
- All sources of income
- All planned expenditures
- Tax returns
- Education needs

PEAK Financial Services, Inc.

- Savings tendencies
- Other applicable financial information required by our firm in order to provide the investment advisory services you have requested

D. PEAK does not participate in any wrap fee programs.

E. As of December 2020, PEAK managed \$118,904,000.00 in discretionary assets and no non-discretionary assets.

Item 5 - Fees and Compensation

A. Advisory fees for new clients will be in accordance with the following tiered fee schedule listed below. Fees are subject to change, and are based on the aggregate value of all managed accounts within the established household.

INVESTABLE ASSETS	ANNUAL FEE
First \$100,000	1.35%
\$100,001 – \$299,999	1.20%
\$300,000 – \$499,999	1.10%
\$500,000 - \$999,999	1.00%
\$1,000,000 - \$2,999,999	0.85%
\$3,000,000 - \$4,999,999	0.75%
\$5,000,000 +	0.55%

*Note: At PEAK's discretion, client accounts from one household may be consolidated with client accounts from other households to aggregate account values for fee calculations. The annual fee may then be based on an aggregate value of all accounts within the combined household. Included in the house holding will be all assets managed by PEAK which may be held at various custodians. These assets may include, but not be limited to, brokerage account assets, variable annuity products, 529 college savings plans, and/or individual employer-sponsored retirement and deferred compensation plans.

In limited and unique circumstances, our fees may be negotiable based on factors such as significant capital additions in the future; anticipated future earning capacity; related accounts; account composition; pre-existing client pro bono activities, and complexity of services provided. In such cases, the negotiated arrangement will be described in the client's asset management agreement. Fees are not based on a share of capital gains or capital appreciation of the funds or any portion of the funds in your account. PEAK may change the above fee schedule upon 30-days prior written

notice to you.

You may make additional deposits to or partial withdrawals from the account at any time. Additional deposits made during a quarter for amounts equal to \$25,000 or more will be assessed a prorated fee for the remainder of the quarter. Withdrawals made during a quarter for amounts equal to \$25,000 or more will be credited with a prorated credit for the remainder of the quarter. If at any time household assets are less than the minimum size described under Item 7, your asset management agreement may be subject to termination or modification. No fee adjustments will be made for account appreciation or depreciation.

B. Fees are payable quarterly in advance and are based upon the market value of the Client's portfolio on the last day of the previous quarter as valued by the Custodian and/or other financial institutions valuing the assets. The fees will be charged to and collected directly from your account, provided you have given PEAK written authorization to debit the fee. The value of the portfolio may include, but is not limited to, assets under our management held at TD Ameritrade, Inc., mutual fund or variable annuity companies, retirement plans such as 401(k) and 403(b), 457s, pension plans, 529 college savings plans, and deferred compensation plans (herein referred to as "other institutions"). In the case of multiple accounts, we may debit aggregate fees from a single or multiple accounts as permissible by law. If an account is established during the middle of a quarter, you will pay a pro-rated quarterly advisory fee based upon the number of days the account was under PEAK's management. You will be provided with an account statement from your account custodian reflecting the deduction of the advisory fee. If your account does not contain sufficient funds to pay the advisory fees, we have the limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. Except for ERISA and IRA accounts, you may reimburse your account for advisory fees paid to PEAK.

C. In addition to the advisory fees above, you will pay transaction fees for securities transactions executed in your account in accordance with the custodian's transaction fee schedule. You may also pay fees for custodial services, account maintenance fees, and other fees associated with maintaining your account. These fees are not charged by PEAK but are charged by the product sponsor or account custodian. PEAK does not share in any portion of these fees. Additionally, you may pay your proportionate share of the mutual fund's and/or variable annuities management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. These fees are not shared with PEAK and are compensation to the fund manager. In rare instances, clients may hold no transaction fee funds at TD Ameritrade. Some of these funds may charge a short term redemption fee if the fund is not held for a certain period of time. For full disclosure, you should read the mutual fund prospectus and/or offering memorandum for each investment. For more information regarding Brokerage Practices, please see Item 12.

D. The advisory fee is billed quarterly in advance. Fees are based on the value of your total portfolio as of the last day of the previous quarter.

You may terminate investment advisory services at any time without penalty upon verbal or written notice to PEAK. You will, however, be responsible for any fees and charges incurred from third parties as a result of maintaining the account, such as transaction fees for any securities transactions executed and account maintenance or custodial fees. If investment advisory services are terminated during a quarter, you will be charged a pro-rated advisory fee for the quarter up to the date of

termination. Any unearned, pre-paid fees will be refunded to you based upon the number of days left in the quarter from the date of termination.

E. Outside Compensation For the Sale of Securities to Clients

Kevin O'Brien in his role as a registered representative accepts compensation for the sale of securities to PEAK's clients.

1. This is a Conflict of Interest. PEAK and its supervised persons will accept compensation for the sale of securities or other investment products, including asset based sales charges or services fees from the sale of mutual funds to its clients. This presents a conflict of interest and gives the supervised person and PEAK an incentive to recommend products based on the compensation received rather than on the client's needs. When recommending the sale of securities or investment products for which Mr. O'Brien receives compensation, PEAK will document the conflict of interest in the client file and inform the client of the conflict of interest.

2. Clients always have the option to purchase recommended products through other brokers or agents that are not affiliated with PEAK.

3. Commissions are not PEAK's primary source of income.

4. Advisory fees that are charged to clients are not reduced to offset the commissions or markups on securities or investment products recommended to clients.

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

PEAK does not charge performance based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 - Types of Clients

PEAK's services are primarily offered to both high net worth and non-high net worth individuals, trusts and estates, pension and profit-sharing plans, charitable organizations, endowments and foundations.

The minimum household size to obtain advisory, financial planning and asset management services is generally \$1,000,000. Households below this minimum may be accepted at our discretion. You should be aware that performance may suffer due to difficulties with diversifying smaller accounts and due to risk controls potentially being compromised. Performance of smaller accounts may vary from the performance of accounts with more dollars invested since fluctuations in the market may affect smaller accounts more.

Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

A. PEAK manages client portfolios primarily through the use of exchange traded funds and open-end mutual funds and limited partnership alternative investments. Client portfolios may hold additional individual securities based on their specific objective. We determine our target asset

allocation based on asset class valuations, correlations to other portfolio holdings, and our estimated risk and return assumptions and our view of the current economic environment. We select specific investments within each class based on various factors, including fees, manager tenure, past performance, portfolio valuations and the current relative opportunity set. Investing in securities involves the risk of loss that you should be prepared to bear, including the potential for the loss of principal. Primary risks include market risk, manager risk and liquidity risk.

B. We do not represent, warrant or imply that the services or methods of analysis we use can or will predict future results, successfully identify market trends or insulate you from any losses. The primary risk involved with our portfolio construction process is the risk of under or over allocating funds to certain asset classes or individual securities. Past performance is no indication of future performance. No guarantees can be offered that your goals or objectives will be achieved. Furthermore, no promises or assumptions can be made that the advisory services offered by PEAK will provide a better return than other investment strategies.

C. As stated above in Item 4, PEAK primarily uses exchange traded funds, open-ended mutual funds and limited partnership alternative investments in client portfolios. The risks with mutual funds include the costs and expenses within the fund that can impact performance and failure of managers to achieve their objectives. Open ended mutual funds are not typically subject to liquidity risk. Mutual fund fees are described in the fund's prospectus, which the custodian delivers to the client following any purchase of a mutual fund that is new to the client's account. In addition, a prospectus is available online at each mutual fund company's website. The risks with alternative investments include the costs and expenses within the investment that can impact performance, failure of managers to achieve their objectives and liquidity risk- the risk that certain assets may not be able to be sold in a timely manner. These risks will be described in the fund's prospectus or private placement memorandum which will be provided to you.

Item 9 - Disciplinary Information

There is no reportable disciplinary information for PEAK, its managers or financial advisers.

For Massachusetts Residents: Massachusetts General Laws Section 203A requires disclosure that information about the disciplinary history and the registration of PEAK and its associated person(s) may be obtained by contacting the Massachusetts Securities Division at (617) 727-3548.

Item 10 - Other Financial Industry Activities and Affiliations

A. Kevin O'Brien is a registered representative of Triad Advisors, LLC, a broker-dealer

B. Neither Triad nor its management person is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of these entities.

C. PEAK does not have a related person who is a: broker/dealer or other similar type of broker or dealer; investment company or other pooled investment vehicle, other investment adviser or financial planner; futures commission merchant or commodity pool operator; banking or thrift institution; accountant or accounting firm; lawyer or law firm; insurance company or agency;

pension consultant; real estate broker or dealer; or sponsor or syndicator of a limited partnership.

D. PEAK does not recommend or select other investment advisers for its clients.

Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal

Trading Code of Ethics

A. PEAK has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. PEAK takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as our policies and procedures. Further, we strive to handle your non-public information in such a way to protect information from falling into the hands of anyone who has no business reason to know such information. We provide you with our Privacy Policy which details our procedures for handling your personal information. PEAK maintains a Code of Ethics for its Advisory Representatives, supervised persons and office staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, our Code of Ethics establishes our firm's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.

B. Neither PEAK nor its associated persons recommends to clients or buys or sells for client accounts any securities in which we have a material financial interest.

C. PEAK and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, PEAK and/or its associated persons may have an interest or position in certain securities that are also recommended and bought or sold to you. They will not put their interests before your interest. Neither PEAK nor any associated person may trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients.

D. PEAK is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Furthermore, associated persons are prohibited from trading on non-public information or sharing such information.

Item 12 - Brokerage Practices

A. The Custodian and Brokers We Use

PEAK does not maintain custody of your assets; although we may be deemed to have custody of your assets if you give us authority to withdraw advisory fees from your account (see Item 15-Custody, below). Your assets must be maintained in an account at a "qualified custodian", generally a broker-dealer or bank. We primarily recommend that our clients use TD Ameritrade, a registered broker-dealer, member SIPC, as a qualified custodian and/or National Financial Services, Inc., a registered broker-dealer, member SIPC, as a qualified custodian. At times, we may utilize other qualified custodians to hold your assets, i.e. annuities, 529 plans, etc. We are independently owned and operated and are not affiliated with TD Ameritrade or any other qualified custodian. The qualified custodian will hold your assets in a brokerage account and buy and sell securities with our

instruction. While we will recommend a qualified custodian to hold your assets, you will decide whether to do so and will open the account directly at the qualified custodian with our assistance.

How We Select Brokers/Custodians

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

- Combination of transaction execution services and asset custody services
- Capability to execute, clear and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded fund [ETFs], limited partnerships)
- Availability of investment research and tools that assist us in making investment decisions.
- Quality of services
- Competitiveness of the price of those services and willingness to negotiate the prices
- Reputation, financial strength, and stability
- Prior service to us and our other clients
- Availability of other products and services that benefit us

Your Brokerage and Custody Costs

For our clients' accounts that TD Ameritrade maintains, TD Ameritrade generally does not charge you separately for custody services but are compensated by charging you commissions or other fees on trades that are executed or settled into your TD Ameritrade account.

Products and Services Available to Us from Custodians

TD Ameritrade Institutional is TD Ameritrade's business serving independent investment advisory firms like us. They provide us and our clients with access to its institutional brokerage— trading, custody, reporting, and related services—many of which are not typically available to TD Ameritrade retail customers. TD Ameritrade also makes available various support services. Some of those services help us manage or administer our clients' accounts; while others help us manage and grow our business. TD Ameritrade's support services generally are available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of TD Ameritrade's support services:

Services That Benefit You TD Ameritrade's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through TD Ameritrade include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. TD Ameritrade's services described in this paragraph generally benefit you and your account.

Services That May Not Directly Benefit You. TD Ameritrade also makes available to us other

products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, TD Ameritrade's, and that of third parties. We may use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at TD Ameritrade. In addition to investment research, TD Ameritrade also makes available software and other technology that:

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

Services That Generally Benefit Only Us. TD Ameritrade also offer other services intended to help us manage and further develop our business enterprise. These services include:

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

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

Our Interest in TD Ameritrade's Services

The availability of these services from TD Ameritrade benefits us because we do not have to produce or purchase them. We don't have to pay for TD Ameritrade's services. We may have an incentive to recommend that you maintain your account with TD Ameritrade, based on our interest in receiving TD Ameritrade's services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. We believe, however, that our selection of TD Ameritrade as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price TD Ameritrade's services (see "How We Select Brokers/Custodians") and not TD Ameritrade's services that benefit only us.

B. We may aggregate purchase or sale orders of an individual security in the event that we are trading a large quantity of shares across multiple client accounts in one trading day. We may aggregate orders if we believe individual orders would materially impact the security price and aggregating orders would lead to better execution.

Item 13 - Review of Accounts

A. We will attempt to contact you at least annually to determine if there have been any changes to your financial situation or investment objective(s). Our office will be reasonably available to you, during normal business hours, for consultation regarding the management of your account. You should notify PEAK of any changes to your financial situation, goals and objectives, whereas such changes may require us to review the portfolio allocation and make recommendations. You agree to notify us promptly if you identify any errors, or have any questions or concerns about the accuracy of any item in an account statement or transaction confirmation. Accounts will be reviewed on a periodic basis unless otherwise requested by the client. Reviews are conducted by the research staff, analysts, and financial advisers at PEAK.

B. PEAK will monitor for changes or shifts in the economy, changes to the management and structure of mutual funds, limited partnerships, or other investment vehicles in which your assets are invested, and market shifts and corrections. We will also review client accounts if there is a change in their investment objective or if significant contributions or withdrawals are made to/from their account. In addition, we may review accounts for tax loss selling, change in a client's tax situation, or a change in the tax code.

C. You will be provided statements at least quarterly directly from account custodians and/or other institutions where your assets are maintained. Additionally, you will receive confirmations of all transactions directly from account custodians and/or other institutions where your assets are maintained. All non-retirement accounts and retirement accounts for those clients taking distributions will receive an annual tax reporting statement after the first of each year. In addition, at least once a year, all fee-paying clients will receive a performance report. You should compare the report with statements received directly from the account custodian(s). Should there be any discrepancy; the account custodian's report will prevail.

Item 14 - Client Referrals and Other Compensation

A. We receive an economic benefit from TD Ameritrade in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at TD Ameritrade. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12-Brokerage Practices). The availability to us of Schwab's products and services is not based on us giving particular investment advice, such as buying particular securities for our clients. Product vendors recommended by PEAK may provide monetary and non-monetary assistance with client events, provide educational tools and resources. We do not select products as a result of any monetary or non-monetary assistance. PEAK's due diligence of a product does not take into consideration any assistance it may receive. Therefore, this is not considered a conflict of interest but a benefit for you and us. TD Ameritrade also provides a benefit by covering

any trading error resulting in \$100 or less. This is standard procedure for TD Ameritrade.

PEAK also participates in TD Ameritrade's institutional customer program and may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between PEAK's participation in the program and the investment advice it gives to Clients, although PEAK 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 PEAK participants; the ability to have asset management 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 PEAK by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by PEAK's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit PEAK but may not benefit its Client Accounts. These products and services may assist PEAK in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help PEAK manage and further develop its business enterprise. The benefits received by PEAK or its employees 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, PEAK endeavors at all times to put the interests of its Clients first and foremost. Clients should be aware, however that the receipt of economic benefits by PEAK or its related persons in and of itself creates a potential conflict of interest and may indirectly influence PEAK's choice of TD Ameritrade for custody and brokerage services.

B. PEAK does not, directly or indirectly, compensate any person for client referrals.

PEAK also engages the services of a sub-advisor to provide financial planning services to certain clients. PEAK pays the sub-advisor a portion of the advisory fee it receives from the client. This does not result in any additional costs to the client. Clients sign a disclosure document describing the nature of sub-advisory relationship, thus mitigating any conflict of interest.

PEAK's related persons that are insurance agents may receive commissions for the sale of insurance products in instances where they refer a client to another insurance agent. The receipt of this compensation may affect the judgment of related persons when recommending certain insurance agents to its clients. While related persons endeavor at all time to put the interest of the clients first as part of its fiduciary duty, clients should be aware that the potential receipt of commission itself creates a conflict of interest, and may affect the judgment of related persons when making insurance agent recommendations. Referred clients are not obligated to use referred insurance agent and PEAK is not involved in the selection of insurance products.

Item 15 - Custody

With the exception of the deduction of PEAK's advisory fees from your accounts, PEAK does not take custody of your funds or securities. The qualified custodian maintains actual custody of your assets. You will receive account billing invoices directly from the qualified custodian at least quarterly. They will be sent to the email or postal mailing address you provided to the qualified

custodian.

Item 16 - Investment Discretion

You may grant PEAK authorization to manage your accounts on a discretionary basis. You will grant such authority to PEAK by execution of the asset management agreement. You may terminate the discretionary authorization at any time by giving us written notice.

Additionally, you are advised that:

- 1) You may set parameters with respect to when account should be rebalanced and set trading restrictions or limitations;
- 2) Your written consent is required to establish any investment management account;
- 3) With the exception of the deduction of PEAK's advisory fees from your account, (provided you have authorized these automatic fee deductions), we will not have the ability to withdraw your funds or securities from your account.

Item 17 - Voting Client Securities

PEAK does not vote your securities. Unless you suppress proxies, securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact your Advisory Representative about questions you may have and opinions on how to vote the proxies. However, the voting and how you vote the proxies is solely your decision.

Item 18 - Financial Information

A. PEAK does not require you to prepay more than \$1,200 six or more months in advance of receiving the advisory service; therefore, a balance sheet is not required to be attached.

B. In light of the COVID-19 coronavirus and historic decline in market values, Peak Financial has elected to participate in the CARES Act's Paycheck Protection Program ("PPP") to strengthen its balance sheet. Peak Financial has used this loan predominantly to continue payroll and lease payments for the firm and may ultimately seek loan forgiveness per the terms of the PPP. Due to this and other measures taken internally, Peak Financial has been able to operate and continue serving its clients, and has not laid off their employees.

C. PEAK has never been the subject of a bankruptcy petition.