

**Part 2A of Form ADV: Firm Brochure  
Item 1 Cover Page**

**Indigo Financial, LLC  
1700 Van Ness Ave #1084  
San Francisco, CA 94109**

**[www.indigofi.com](http://www.indigofi.com)  
CRD No. 314500**

This brochure provides information about the qualifications and business practices of Indigo Financial, LLC. If you have any questions about the contents of this brochure, please contact us at (323) 819-5668 and/or [jaab@indigofi.com](mailto:jaab@indigofi.com).

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority. Additional information about Indigo Financial, LLC is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Indigo Financial’s registration as an investment adviser does not imply a certain level of skill or training.

Effective Date: May 14, 2021

## **Item 2 Material Changes**

Last Annual Update: N/A

### **Summary of Material Changes**

This section will be updated as required in the event any material changes are made to the Indigo Financial, LLC Firm Brochure (the “Brochure”):

- Indigo Financial, LLC is a new investment advisory firm, so there are no material changes to report at this time.

### **Delivery Requirements**

We will provide a summary of any material changes to this Brochure to our clients at least annually, within 120 days of our fiscal year end. Furthermore, we will provide our clients with other interim disclosures about material changes as necessary.

A complete copy of our current Form ADV Part 2A and/or 2B may be requested free of charge by contacting us by telephone at (323) 819-5668 or by email at [jaab@indigofi.com](mailto:jaab@indigofi.com).

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## Item 4 Advisory Business

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### FIRM DESCRIPTION

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Indigo Financial, LLC (hereinafter referred to as “Indigo”, “we”, “us”, or “our firm”) is a Florida limited liability company with its principal office located in San Mateo, CA and has been in business as a registered investment adviser since 2021. The principal owner of the firm is Sathienpong Vongkusolkrit, who also serves as Chief Compliance Officer.

As a registered investment adviser, we are a fiduciary to you, our client, meaning we have a fundamental obligation to act and provide investment advice that is in your best interest. Should any material conflicts of interest exist that might affect the impartiality of our investment advice, they will be disclosed to you in this Brochure. We urge you to review this Brochure carefully and consider our qualifications, business practices and the nature of our advisory services before becoming our client.

Indigo is a newly established investment adviser with no assets under management. Clients may request more current information at any time by contacting our firm.

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### ADVISORY PROGRAMS

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Indigo is an investment advisory firm that provides limited investment management services to our clients exclusively through digital technology solutions. Indigo’s services are provided via Indigo’s proprietary interactive website at [indigofi.com](https://indigofi.com). We utilize an automated, algorithm-based investment strategy with respect to options, currencies, bonds, and individual stocks and ETFs. Our robo advisory services are generally limited to these types of investments, but we reserve the right to advise or not advise our clients on certain investments should we deem it appropriate based on their particular circumstances.

Indigo Financial’s advisory services are tailored to the needs of our clients based on their individual investment objectives, risk tolerance, cash or income needs, and any investment restrictions. Through interactive models, Indigo will assist our client with determining their risk capacity and risk attitude. Although Indigo seeks to accommodate any reasonable investment restrictions or guidelines set by our clients, we may decline to accommodate certain investment restrictions that are incompatible with our firms’ investment philosophy or that may have an adverse effect on our ability to manage your account. Indigo Financial will have discretionary authority over Client accounts with respect to portfolio construction, asset allocation, and other investment decisions, subject to the limitations described herein.

Our advisory services are offered through certain individuals who have registered with Indigo as its investment adviser representatives (“portfolio managers”).

Indigo enters into formal written agreements with our clients setting forth the terms and conditions under which we will provide our advisory services (the “Investment Management Agreement”). The Investment Management Agreement sets forth the scope of the services to be provided and the compensation we receive from the client for such services. The Investment Management

Agreement may be terminated by either party in writing at any time by giving thirty (30) days signed written notice to the other party.

Our advisors offer the advisory services described below to our clients:

**Automated Investment Management.** Indigo provides automated investment management services in which clients grant our firm the ability to utilize discretion in managing the Client's investment account. Specifically, the client grants our firm full power to direct, manage, and change the investment and reinvestment of the assets in the account, the proceeds and any additions. Our authority over the client's investments includes discretionary authority to purchase and sell securities for the client's account, to submit aggregated trade orders for the client and others in order to obtain best execution, and to give instructions concerning these transactions to the qualified custodian with which the client's account(s) are held.

The firm requires Clients to electronically sign an Investment Management Agreement to receive discretionary investment advisory services. Clients receive the firm's Form ADV, including the Brochure, Brochure Supplements, Client Relationship Summary ("Form CRS") and privacy policy through the website and/or other electronic communication.

**Access to Adviser.** Indigo serves as an "internet-only" investment adviser pursuant to Section 203A-2(e) of the Advisers Act. Under this registration the Adviser provides investment advice solely through its interactive website. The Adviser is not available to Clients for telephone conversations or communications through other means such as U.S. mail, courier, or email (other than operational emails). The Adviser does not meet with clients at its offices. All advice, support, and inquiries are delivered through the Adviser's website.

**Wrap Fee Programs.** Indigo does not participate in any wrap fee programs.

**Important Note:** It is the client's responsibility to ensure that Indigo is promptly notified if there are ever any significant changes to their financial situation, goals, objectives or needs so we can review our previous recommendations and make any necessary adjustments.

## Item 5 Fees and Compensation

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### ADVISORY FEES

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The following information describes how Indigo is compensated for the automated advisory services we provide to our clients. The specific manner in which fees are charged and the compensation we receive may differ between clients depending upon the individual Investment Management Agreement with each client. Indigo reserves the right to negotiate our compensation with clients depending on the scope of our advisory relationship, and we may charge higher or lower fees than are available from other firms for comparable services. Indigo has the general discretion to waive all or a portion of our fees, but typically only exercises this discretion for our employees.

**Investment Management Fees.** In consideration for providing investment management services and pursuant to the Investment Management Agreement with the client, Indigo offers two fee models:

1. An annual asset-based fee of 3.98%
2. Monthly Subscription Fee based on AUM.

The annual asset-based fee is based on the client's assets under management ("AUM") as valued by the custodian. The monthly subscription fee is only available to clients that have been utilizing Indigo's services for at least a year. Fees are negotiated with each client based on a variety of factors, such as the amount of assets being managed, future deposits to the accounts under our management, the level and type of services provided and/or the nature of the relationship with the client. Indigo generally bills our fees on a quarterly basis in arrears at .995% per quarter.

The subscription fee model is priced as follows:

<b>AUM</b>	<b>Fee per month</b>
\$0 to \$49,999.99	\$299
\$50,000 to \$74,999.99	\$399
\$75,000 to \$99,999.99	\$499
\$100,000 to \$124,999.99	\$629
\$125,000 to \$149,999.99	\$749
\$150,000 to \$174,999.99	\$869
\$175,000 to \$199,999.99	\$999
\$200,000 to \$249,999.99	\$1249
\$250,000 to \$299,999.99	\$1499
\$300,000 to unlimited	\$1799

Indigo reserves the right to terminate either fee model at any time. If Indigo cancels the availability of the models described above, any client with that particular model will continue with the model until their contract with Indigo expires after one year.

Client's individual investment management agreement will convey which fee model the client is held to and has agreed upon. Clients will receive itemized invoices each month from Indigo. Clients will remit their fees by check or credit card to Indigo. Indigo, nor TD Ameritrade, do not directly deduct fees from client accounts held by TD Ameritrade. TD Ameritrade does not calculate fees, nor does it send clients invoices. (See Item 15 Custody for more information.)

**Additional Fees and Expenses.** Clients will incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or qualified custodian through which account transactions are executed. For more information on our brokerage practices, please refer to Item 12 (Brokerage Practices) of this Brochure.

The fees that clients pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds and/or exchange traded funds (described in each

fund's prospectus) to their shareholders. The fees charged directly by mutual funds and exchange traded funds will typically include a management fee and other fund expenses.

To fully understand the total costs associated with their investment portfolio, clients should review all the fees charged by mutual funds, exchange traded funds, our firm and others.

**Termination.** The Investment Management Agreement with our clients may be terminated by either party at any time upon thirty (30) days written notice. Upon termination of our status as the client's investment adviser, Indigo will not take any further action with respect to the client's account(s). Clients will be responsible for instructing their custodian and monitoring their account for the final disposition of assets.

**Refunds.** Upon receipt of a proper notice of termination from the client, as described in the Investment Management Agreement, any earned unpaid fees will be billed on a pro-rata basis based on the amount of work performed by us up to the point of termination.

**Brokerage Commissions.** Indigo does not receive brokerage commissions from the sale of securities or other investment products. Our compensation for recommending securities and investment products is limited to the advisory fees described above.

Any material conflicts of interest between clients and Indigo or our employees are disclosed in this Brochure. If at any time, additional material conflicts of interest develop, Indigo will provide our clients with written notification of those material conflicts of interest or an updated Brochure.

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

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### **PERFORMANCE BASED FEES**

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Indigo does not charge our clients fees based on a share of capital gains on or capital appreciation of the assets in their accounts.

## **Item 7 Types of Clients**

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### **TYPES OF CLIENTS**

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Indigo primarily provides investment advisory services to individuals and high net worth individuals. Indigo does not impose a minimum account size, however Indigo's automated investment management services have limited capacity and therefore may be closed to new clients from time to time, and it may become necessary to impose a minimum and or maximum account size in the future. All clients are required to sign an Investment Management Agreement with Indigo. The client or Indigo may terminate or assign the advisory relationship in accordance with the provisions of this Agreement. It is noted that Indigo will not assign the Agreement without the client's prior consent. Additionally, a client may terminate the Agreement with Indigo without being assessed any penalty at any time, however any fees earned or paid will be due and payable

in accordance with the Agreement. Indigo encourages clients to carefully review the terms set forth in the Agreement prior to signing.

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## **ACCOUNT REQUIREMENTS**

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Indigo does not require a minimum account balance for our investment management services. However, Indigo, in its sole discretion may establish a minimum account balance requirement based on various criteria (i.e., anticipated future additional assets to be managed, related accounts, account composition, negotiations with the client, etc.).

Indigo has implemented a minimum trade size of \$500.

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

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### **METHODS OF ANALYSIS**

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Indigo has researched and built proprietary models that execute systematic, quantitative investment strategies in the equities, bond, currencies, and derivative markets. Indigo's investment strategies combine global strategic asset allocation with disciplined tactical adjustments driven through our proprietary models that assess the risk and reward potential of each position taken. Indigo offers investors globally diversified portfolios constructed using proprietary asset allocation strategies in these markets.

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### **INVESTMENT STRATEGIES**

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Indigo strategies, both strategic and tactical, are based on our quantitative models and trading technologies which analyze macroeconomic factors, global market conditions, pricing momentum, market structure and market volatility. We also consider a client's chosen risk tolerance, as well as the diversity and size of the portfolio in our investment decision-making process.

Indigo regularly (but no less frequently than weekly) monitors the strategic and tactical allocations for each strategy. Monitoring includes reviewing the asset class, sector, and geographical exposure, while evaluating the liquidity, volatility, and construction of the underlying securities. We rebalance when market conditions dictate while also adjusting exposure as required.

Indigo believes the best investment vehicles to implement our globally diversified asset allocation models include derivatives, such as options, currencies, bonds and individual stocks and ETFs. These assets are routinely evaluated for liquidity, capitalization, transparency, relative cost, investment objective, tracking error and premium/discount. Strategies may include the use of Exchange Traded investment vehicles and Exchange indices that assist in producing the desired outcome. Our investment process does not anticipate the use of margin, or leverage but we may apply leverage when we determine the benefit outweighs the risk. Strategies include the direct shorting of securities and may employ selective use of inverse ETFs.



Indigo currently offers a derivative based robo advisory service titled Indigo's Options Income Robo Advisory. Indigo's Options Income Robo Advisory service provides exposure to global income from the net premium generated by selling options. The primary investment objective is current income.

Each Indigo portfolio typically owns between 5 and 50 separate securities, and no individual security will represent > 25% of total portfolio assets except within extreme market conditions. Throughout the investment management process, Indigo relies on a variety of computer hardware and software systems and platforms, some of which may be proprietary while others may be licensed from third parties (such systems and platforms collectively, "Computer Systems"). Incorrect data, including stale or missing data, hardware or software malfunctions, programming inaccuracies, internet stability and similar errors may impair the performance of these Computer Systems, which may negatively affect investment performance.

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## **RISK OF LOSS**

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Any investment carries a certain degree of risk, including a possible loss of principal that clients should be prepared to bear. The value of securities used in all of our strategies may go up or down in response to factors not within our control, such as but not limited to the status of an individual company underlying a security, or the general economic climate. There is no guarantee that any of the investment strategies that our firm employs will outperform the investment strategies used by other firms. Past performance is no guarantee of future results.

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

**ETF Risks.** An ETF is a type of investment company whose investment objective is to achieve the same or similar return as a particular market index. An ETF is similar to an index mutual fund in that it will primarily invest in the securities of companies that are included in a selected market index. An ETF will invest in either all of the securities or a representative sample of the securities included in the index. ETFs may be bought or sold throughout the day in the secondary market, but are generally not redeemable by retail investors for the underlying basket of securities they track. The portfolios are generally positively correlated with the world stock and fixed income indices. An overall downturn in the world stock and fixed income markets will generally result in losses in Indigo's managed portfolios.

In addition to market risk (as stated above), ETFs are subject to a number of risks. Before investing, it is important that you understand factors that create these risks. How does the ETF achieve its stated objectives, and what are the risks? Understand the techniques the ETF uses to achieve its goals. For example, engaging in short sales and using swaps, futures contracts and other derivatives can expose the ETF – and by extension ETF investors – to a host of risks.

What happens if I hold longer than one trading day? While there may be trading and hedging strategies that justify holding these investments longer than a day, buy-and-hold investors with an intermediate or long-term horizon should carefully consider whether these ETFs are appropriate for their portfolio. In other words, because ETFs reset each day, their performance may diverge from the performance of the underlying index or benchmark. It is possible that you could suffer significant losses even if the long-term performance of the index showed a gain.

**Reliance on Algorithms.** Indigo uses proprietary algorithms, designed by its professionals, to analyze Clients' risk profiles to construct, revise and recommend portfolios with target asset allocations. The models are complex computer programs incorporating various signals and factors with a view to constructing, revising and recommending portfolios in pursuit of the Client's investment objectives. The firm cannot guarantee that the algorithms used will indeed function as intended or that they will produce profits on investments as implemented. The quantitative strategies utilized by our firm have inherent limitations, including the possibility of human error in the design, data input or implementation process; imperfections of a model that may result in a failure to keep up with changes in the markets and the unpredictable behavior of market participants over time. The risk of errors, malfunctions and anomalies is inherent in each component of the programming process, how those components function together, and how the program absorbs data points provided by the Client and interpreted by our firm. In addition, any portfolio manager judgment made during the process of providing investment advice is based on human skills and abilities similar to non-quantitative investing, with all the risks, potential errors or miscalculations that any asset or portfolio manager faces.

**Automated Investment Recommendations.** Indigo relies on static questionnaires consisting of a limited number of questions and data points provided by the client that serves as a basis for its investment recommendations. The answers provided by a client may be the sole basis for the recommendations generated by the automated investment management service. Clients should be aware that the automated investment management service does not have access to obtain information about accounts not held with Indigo, or other information to generate an overall financial plan. The recommendation provided is limited to the client's financial profile and the specific investment goals desired by the client, as presented to Indigo, and may not address all possible goals a client may have.

**Market Volatility.** General fluctuations in the economy may affect the value of one or more investments. In the event of economic volatility, the ability to achieve a favorable return on investments may be severely impeded.

***Investors should be aware their investment is not guaranteed and understand that there is a risk of loss of value in their investment.***

## **Item 9 Disciplinary Information**

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### **REQUIRED DISCLOSURES**

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Indigo is required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Indigo or the integrity of Indigo. Our firm and our management persons have not been involved in any legal or disciplinary events that would have a material adverse effect on the integrity of our management or the services we provide to our clients.

Although Indigo is required to and will make separate disclosure in the event disciplinary disclosure information changes, clients are encouraged to review publicly available information about the entity and the individuals at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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

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### **OUTSIDE BUSINESS ACTIVITIES**

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At present, Mr. Vongkusolkrit acts as a Research Analyst at Volare Capital Management LLC (“Volare”) in San Mateo, CA. This role involves analyzing potential investment opportunities and Mr. Vongkusolkrit spends less than ten hours per week carrying out his duties in this role. His role at Volare does not create a material conflict of interest.

Neither Indigo nor any of its employees are registered, or have an application pending to register, as a broker-dealer or registered representative of a broker dealer, futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

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### **AFFILIATED ENTITIES**

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Indigo utilizes the services of other financial industry companies which have aided in building out the technology and strategies Indigo employs. These are exclusive to Indigo and as such are not offered to any other financial advisor and they do not create a material conflict of interest. Aside from this technology relationship, Indigo and its employees do not have any relationships or arrangements with other financial services companies that pose material conflicts of interest.

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### **OTHER INVESTMENT ADVISERS**

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Indigo Financial does not have any business relationships with other investment advisers that create a material conflict of interest for our clients.

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

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### **CODE OF ETHICS**

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Indigo has adopted a Code of Ethics (the “Code”) that sets forth a standard of business conduct for our firm and all our associated persons. The purpose of the Code is to set out ideals for integrity, objectivity, competence, fairness, confidentiality, professionalism and diligence for our firm and our associated persons to espouse in the interest of our clients and investor protection. The Code includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All employees of Indigo are required to handle their personal securities transactions in such a manner as to avoid any actual or potential conflicts of interest or any abuse of position of trust and responsibility. Annually, we require all employees to certify that they have read, understand and will comply with the Code.

Clients and prospective clients may request a full copy of our firm’s Code of Ethics by contacting our firm in via email at [jaab@indigofi.com](mailto:jaab@indigofi.com) or through our website’s “contact us” portal.

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### **PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS**

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Indigo and/or our advisors may invest in the same securities that are recommended to and/or purchased for our clients. Indigo Financial and/or our advisors do not recommend securities to our clients in which Indigo Financial and/or our advisors has a material financial interest. Indigo has adopted procedures designed to assure that the personal securities transactions, activities and interests of Indigo and/or our advisors will not interfere with our ability to make investment decisions in the best interest of our clients.

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### **PERSONAL TRADING**

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Indigo maintains and enforces written policies and procedures reasonably designed to prevent the misuse of material non-public information by our firm or any access persons of our firm with regards to their personal securities transactions. Personal trading activities are continually monitored to reasonably prevent conflicts of interest between our firm and our clients.

## **Item 12 Brokerage Practices**

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### **SELECTION OF BROKER-DEALERS**

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Securities transactions are generally executed through TD Ameritrade. (“TD Ameritrade”), member FINRA/SIPC/NYSE. TD Ameritrade maintains custody of our clients’ assets and effects securities transactions for our investment management clients’ accounts. Indigo is independently owned and operated, and is not affiliated with or a related person of TD Ameritrade.

All Clients that have selected our firm's web-based automated investment advisory service via the firm's website will have brokerage accounts opened with TD Ameritrade.

Indigo considers a number of factors prior to recommending a particular broker-dealer to our clients, including but not limited to, their familiarity with the securities to be sold or purchased, their execution skills, order-flow capabilities, their commission rates or other fee schedules, their custodial services, their level of net capital (financial strength) and excess SIPC and other insurance coverage. The commissions charged by TD Ameritrade are competitive with similarly situated retail broker-dealers offering the same variety of securities to clients. Clients are advised, however, that they may be able to effect transactions in securities through other broker-dealers at lower commission rates, particularly with respect to securities listed on a national securities exchange or in the over-the-counter market.

**Research and Other Soft Dollar Benefits.** TD Ameritrade offers products or services other than execution that assist our firm in managing and administering client accounts. These may include software and other technology 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), facilitate payment of our fees from clients' accounts, and assist with back office functions, record keeping and client reporting. These services may be used to service all or a substantial number of client accounts, including accounts not maintained at TD Ameritrade.

Indigo Financial may also receive services from TD Ameritrade or its affiliates that are intended to help our firm manage and further develop our business. These services may include registration support through Greenwich Compliance, website design and technology support. TD Ameritrade also has arrangements with various product vendors, which enable our firm to purchase their products at a discount. These products may include such items as: client reporting and consolidated statement software; client communication software; client relationship management software; compliance assistance; and investment research.

Indigo does not participate in any commission-sharing arrangements or receive soft dollar credits. While the benefits we receive from TD Ameritrade do not depend on the amount of brokerage transactions directed to TD Ameritrade, as a fiduciary we are required to disclose that there is an inherent conflict of interest when our firm recommends that clients maintain their assets at TD Ameritrade. These recommendations may be based in part on the benefits we receive from TD Ameritrade, such as the availability of the abovementioned products and services, and not solely on our clients' interest in receiving most favorable execution. Nonetheless, we seek to ensure that the securities transactions effected for our clients represent the best qualitative execution, not just the lowest possible cost.

Our firm routinely compares order execution disclosure information at TD Ameritrade to other broker-dealers to ensure that TD Ameritrade remains competitive in providing best execution for our clients' securities transactions. Although the brokerage commissions and/or transaction fees charged by TD Ameritrade may be higher or lower than those charged by other broker-dealers, in seeking best execution for our clients our firm strives to ensure that our clients pay brokerage

commissions and/or transactions fees which we have determined, in good faith, to be reasonable in relation to the value of the brokerage and other services provided by TD Ameritrade.

**Brokerage for Client Referrals.** Indigo does not consider broker-dealer or third-party referrals in selecting or recommending broker-dealers to our clients as this would create a conflict of interest.

**Directed Brokerage.** While Indigo generally recommends that clients direct transactions through certain broker-dealers, we do not have discretionary authority to determine the broker-dealer to be used for the purchase or sale of securities for client accounts or the commission rates paid to a broker-dealer for client securities transactions.

In rare cases, Indigo may utilize other broker-dealers when requested by the client. Clients of Indigo must be aware that if they direct us to use a particular broker-dealer that it may limit our ability to achieve best execution or limit their participation in block trading. As a result, clients may pay higher commissions, have higher transaction costs, or receive less favorable prices. In situations where the client directs us to effect their transactions through a particular broker-dealer, we require such directions to be in writing. Additionally, Indigo reserves the right to decline acceptance of any Client account that directs the use of a broker-dealer other than TD Ameritrade for automated investment advisory services..

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## **TRADE AGGREGATION**

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Investment decisions deemed appropriate for one client may also be deemed appropriate for other clients so that the same security may be purchased or sold at or about the same time for more than one client. When this is the case our firm may, but is not obligated to, aggregate similar trades for multiple clients and execute the trade as a single block.

When transactions are so aggregated, the securities purchased or sold will be allocated in a fair and equitable manner. Our trade allocation procedures seek to allocate investment opportunities among our clients in the fairest possible way taking into account their best interests. These procedures ensure that allocations do not involve a practice of favoring or discriminating against any client or group of clients. Transactions are usually aggregated to seek a more advantageous net price and/or to obtain better execution for all clients. Nevertheless, there is no assurance that the aggregation of transactions will benefit all clients equally, and in some instances combined orders could adversely affect the price or volume of a security. Also, it is possible that we may not aggregate trades in circumstances where it would be beneficial to do so.

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## **TRADE ERRORS**

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From time to time, our firm may make a trade error when servicing a client's account. When this occurs, we will correct the trade as soon as we discover the error. Trading errors will be corrected at no cost to clients. If there is a cost associated with this correction, such cost is borne by Indigo and not the client. Note that we do not credit accounts for market losses unrelated to our error.

## **Item 13 Review of Accounts**

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### **ACCOUNT REVIEWS**

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Indigo conducts account reviews at least weekly for clients subscribed to our automated investment management services. The frequency of the review depends upon a variety of factors such as: the client's risk profile, activity in the account, economic and market conditions, and the client's preferences, if any. Additional reviews may be triggered by changes in the investment objectives or guidelines for a particular client or specific arrangements with the client.

Indigo will send clients a quarterly accounting of their accounts, however, as a robo adviser, Indigo does not meet with clients. Clients will generally adhere to an Investment Management Agreement for the duration of one year, and before the contract expires, the client will execute a new agreement. As a robo adviser, Indigo has the option to manage up to 15 clients and provide them personalized service. Indigo will meet face to face, at least annually, with those particular clients.

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### **ACCOUNT REPORTS**

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Clients have direct and continuous access to their account information and related documents via the password-protected website of the qualified custodian with which their accounts are held.

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

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### **CLIENT REFERRALS**

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Indigo Financial does not compensate third-parties (or "solicitors") to promote the investment advisory services offered by our firm, because the solicitor would have to satisfy requirements under Rule 206(4)-3 of the Advisers Act or similar state rules regarding solicitation arrangements before a cash referral fee could be paid to them.

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### **OTHER COMPENSATION**

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Indigo Financial does not receive an economic benefit from anyone who is not a client in exchange for our provision of investment advice or other advisory services.

## **Item 15 Custody**

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### **CUSTODY OF CLIENT FUNDS AND SECURITIES**

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TD Ameritrade is the qualified custodian and maintains custody of client funds in separate brokerage account(s) for each client under the client's name. Indigo personnel may assist the client in preparing paperwork to open a new brokerage account at TD Ameritrade, but only the client is permitted to authorize, by their signature, the opening of the account. TD Ameritrade sends an account-opening letter to each client at their physical mailing address after the account is approved.

Neither Indigo, nor TD Ameritrade, will directly deduct fees from client accounts. Indigo will calculate fees and send clients itemized invoices. Thereafter, clients will remit their fees by check/credit card to Indigo.

Clients can access daily, monthly and annual account statements as well as daily trade confirmations through a password protected portion of TD Ameritrade's website, [www.tdameritrade.com](http://www.tdameritrade.com). Clients should also expect to receive an email on a monthly basis, from TD Ameritrade notifying the client that a statement has been generated. Clients should carefully review the account statements and summaries received from the qualified custodian(s) and compare such official custodial statements to any account reports provided by Indigo Financial.

Clients can also access information concerning their account(s) and access (and generally change) the settings for their brokerage account online on the TD Ameritrade website at [www.tdameritrade.com](http://www.tdameritrade.com).

## **Item 16 Investment Discretion**

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### **DISCRETIONARY AUTHORITY**

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Indigo manages client securities portfolios on a discretionary basis. Indigo is granted limited discretionary authority in writing by the client at the outset of the advisory relationship. This limited discretionary authorization gives Indigo Financial the authority to manage the client's investment assets at our firm's sole discretion and without consulting with the client in advance, subject to the investment objectives, guidelines and restrictions set by the client. This authorization will remain in full force and effect until expiration of the Investment Management Agreement from the client.

Indigo does not have discretionary authority to determine what broker-dealer to use or the amount of commissions that are charged by the broker-dealer or custodian.



## **Item 17 Voting Client Securities**

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### **AUTHORITY TO VOTE CLIENT PROXIES**

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Indigo does not accept authority from clients with respect to voting of proxies solicited by, or with respect to, the issuers of any securities held in client portfolios. The qualified custodian holding clients' assets will send all such proxy documents it receives to the client so that the client may take whatever action the client deems appropriate. Indigo Financial does not offer clients any consulting assistance regarding proxy issues.

## **Item 18 Financial Information**

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### **REQUIRED DISCLOSURES**

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As previously discussed in this brochure, Indigo may accept limited discretionary authority when providing investment management services if agreed upon in writing with the client. Indigo does not require clients to prepay any management fees.

Indigo has no financial commitments that would impair our firm's ability to meet our contractual and fiduciary commitments to our clients and has not been the subject of a bankruptcy proceeding.