



# IFB WEALTH MANAGEMENT

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## Item 1 – Cover Page

This Brochure provides information about the qualifications and business practices of IFB Wealth Management, LLC (“IFB Wealth”, the “Firm”, “Adviser”, and/or “We”). If you have any questions about the contents of this brochure, please contact us at (305) 329-1520 and/or by email at [mdewitt@ifbwealth.com](mailto:mdewitt@ifbwealth.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.

Registration of an Investment Firm does not imply any level of skill or training. The oral and written communications of a Firm provide you with information about which you determine to hire or retain a Firm.

Additional information about IFB Wealth also is available on the SEC’s website at <https://www.adviserinfo.sec.gov/IAPD/IAPDFirmSummary.aspx?ORG PK=299318>.

Date of Supplement: September 2, 2021

## Item 2 – Material Changes

In this Item, IFB Wealth is required to summarize material changes that were made since the previously-issued brochure. The following changes have been made since the previous brochure which was dated March 31, 2021.

- Item 14 has been updated to reflect that IFB Wealth may receive referral compensation in exchange for referring clients to Offshore Annuity, Trust and/or Mutual Fund Companies; and
- Item 15 has been updated to reflect Charles Schwab & Co., Inc as an additional custodian.

You will receive a summary of any material changes to this and subsequent brochures within 120 days of the close of our business' fiscal year, which is December 31 of each year. We will further provide you with a new brochure as necessary based on material changes or new information, at any time, without charge. Currently, our brochure may be requested by contacting us at (305) 329-1520 and/or by email at [mdewitt@ifbwealth.com](mailto:mdewitt@ifbwealth.com).

Additional information about IFB Wealth is also available via the SEC's web site at <http://www.adviserinfo.sec.gov/IAPD/Default.aspx>. The SEC's web site also provides information about any persons affiliated with IFB Wealth who are registered, or are required to be registered, as Investment Adviser Representatives ("IARs") of IFB Wealth.

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## **Item 4 – Advisory Business**

### ***General***

IFB Wealth is a limited liability company organized in the state of Florida. This Firm has been in business since 2018 and is wholly owned by International Finance Bank.

IFB Wealth offers the following services to advisory clients:

### ***Investment Supervisory Services***

IFB Wealth offers ongoing investment advisory services based on the individual goals, objectives, time horizon, and risk tolerance of each client. IFB Wealth creates an Investment Policy Statement (“IPS”) for each client, which outlines the client’s current situation (income, tax levels, and risk tolerance levels) and then constructs a plan (the IPS) to aid in the selection of a portfolio that matches each client’s specific situation. Investment Supervisory Services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

IFB Wealth evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. Risk tolerance levels are documented in the IPS, which is given to each client.

IFB Wealth will generally select third-party portfolio managers to manage client assets; however, IFB Wealth may also directly manage assets on behalf of its clients.

### ***Services Limited to Specific Types of Investments***

IFB Wealth generally limits its investment advice and/or money management to equities, option contracts, bonds and mutual funds registered in the U.S. and fixed income. However, IFB Wealth will also use other securities to help diversify a portfolio when applicable.

### ***Tailored Relationships***

IFB Wealth develops customized strategies based on the stated investment objectives, risk tolerances, and financial circumstances of each client. While IFB Wealth often selects or recommends a variety of securities for its clients, each client may choose to impose reasonable restrictions on the management of their accounts, including requesting the restriction of particular securities or types of investments. For instance, sometimes restrictions are imposed by the governing documents of a client (i.e. corporate documents).

IFB Wealth's IARs work with their clients to identify their investment goals and objectives, as well as risk tolerance, in order to create a portfolio allocation strategy designed to complement the client's financial situation and personal circumstances. The goals and objectives for each client are documented by the Adviser in an agreement with the client in an IPS.

### ***Additional General Information***

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) may be recommended to clients or engaged directly by the client on an as-needed basis. Conflicts of interest related to recommendations of other professionals will be disclosed to the client in the event they should occur.

IFB Wealth's Agreements may not be assigned without client consent.

### ***Third Party Portfolio Manager***

Based upon the stated investment objectives of the client, IFB Wealth may recommend clients that authorize active discretionary management of a portion or all of their assets to certain investment managers that are not affiliated with the Adviser. The Adviser shall continue to render services to the client by monitoring and reviewing the performance of the Third-Party Manager ("TPM") and the performance of the client's accounts that are being managed. The specific terms and conditions under which a client engages a TPM may be set forth in a separate written agreement with the designated TPM. In addition to this brochure, clients may also receive the written disclosure documents of the respective TPM engaged to manage their assets.

IFB Wealth continues to provide services relative to the discretionary or non-discretionary selection of the TPM. IFB Wealth seeks to ensure the TPMs' strategies and target allocations remain aligned with its client's investment objectives and overall best interests.

Clients will enter into Investment Advisory Contracts with IFB Wealth. Once IFB Wealth has selected a TPM, IFB Wealth will enter into a sub-advisory agreement with the TPM. IFB Wealth will furnish the TPM with information regarding the financial background, investment objectives and investment restrictions of the client to the extent such information is provided by the client. The sub-advisory agreement between IFB Wealth and the TPM generally includes terms whereby the TPM agrees to manage the client's account on a discretionary basis in accordance with objectives of the client. In order to facilitate account reporting when utilizing TPMs, account assets are usually held at a custodian designated by the TPM and the arrangement will also generally require that all securities transactions for the client's account be executed by the custodian or the broker-dealer of the TPM's choice which could include an affiliate of the TPM. The TPM will charge the client investment advisory fees. In a wrap program, the total advisory fees include transaction costs that would normally be paid separately by the client to the

broker-dealer or custodian if the client were subscribing to a non-wrap account. Based on the arrangement with the TPM, the TPM will rebate a portion of the advisory fee to IFB Wealth or IFB Wealth will debit the advisory fees and remit the applicable portion to the TPM.

As of December 31, 2020, IFB Wealth had \$150,415,232 in assets under management ("AUM").

## **Item 5 – Fees and Compensation**

Fees for separately managed accounts under the Investment Supervisory Services are as follows:

### *Discretionary Accounts*

- In instances where a TPM isn't recommended, taylor-made portfolios are created and range from 0.50% to 1.50%. These fees are dependent on various items including the clients AUM, investment objectives, time horizon and other variables.

### *Non-discretionary Accounts*

- For non-discretionary accounts, IFB Wealth charges 1% of the AUM.

The fees noted above are negotiable depending upon the needs of the client and complexity of the situation and the final fee schedule which will be included in the Investment Advisory Contract. Fees are paid quarterly in arrears, and clients may terminate their contracts with thirty days' written notice. Refunds are given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. Fees that are collected in advance will be refunded based on the prorated amount of work completed up to the day of termination within the quarter terminated. The fee refunded will be the balance of the fees collected in advance minus the daily rate<sup>1</sup> times the number of days in the quarter up to and including the day of termination. Clients may terminate their contracts without penalty, for a full refund, within 5 business days of signing the advisory contract. Advisory fees are withdrawn directly from the client's accounts with client written authorization.

### ***Third Party Portfolio Manager Fee***

In instances where IFB Wealth utilizes a TPM to manage clients' assets pursuant to the portfolio selected, the Fees of such third-party manager will vary up to 1.75% and the fees will depend on the AUM of each account, TPM, whether a specific portfolio is selected, and whether the portfolio is a Wrap program portfolio.

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<sup>1</sup> The daily rate is calculated by dividing the quarterly AUM fee by the number of days in the termination quarter.

If portfolios are selected, the TPM will generally receive basis points which are paid from the fees noted above and not in addition to. Client's fees will be disclosed and agreed upon with the client in the client's Investment Agreement Contract.

### ***Additional Fee Information***

Clients may authorize the Adviser to directly debit management fees from client accounts on a quarterly basis. In such instances, management fees are prorated for each capital contribution and withdrawal made during the applicable calendar quarter. Accounts initiated or terminated during a calendar quarter will be charged a prorated fee.

Client fees will be deducted from the Client's account held at the custodian. In the Investment Supervisory Services, IFB Wealth will invoice the custodian and the Client regarding the fees to be deducted in the client's account. The client will receive an invoice which itemizes the fees to be deducted each time a fee is directly deducted from the client's account. The itemization will include the total fee to be deducted, the time period covered by the fee, the formula used for calculating the fee, and, as applicable, the assets under management on which the fee was based. The invoice will be sent to the advisory client at such time the Adviser notifies the custodian of the fee deduction.

Client Fees for assets managed by a TPM will also be deducted from the custodian. The custodian will deduct the fees and disclose the fee deduction on the client statements.

The Adviser's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred directly by the client unless the client's assets are managed by a third-party Wrap program. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by fund managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic funds fees, and other fees and taxes on brokerage account and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. It is the Adviser's policy not to accept "kick-backs" or retrocession fees from any non-affiliated third-party providing services to the Adviser's clients. Item 12 further describes the factors that IFB Wealth considers in recommending/selecting broker-dealers for client transactions and determining the reasonableness of their compensation (i.e. commissions).

### ***Termination of the Agreement***

Although an Agreement between IFB Wealth and its clients are ongoing agreements and adjustments may be required, the length of service to the client is at the client's discretion. The client or the investment manager may terminate an Agreement by written notice to the other party with a (30) thirty-day advance notice or as agreed upon otherwise between the client and the Firm.

If an agreement is terminated during a period in which the client has already paid IFB Wealth its advisory fees in advance, then the Adviser will reimburse, on a pro-rated basis, the remaining advisory fees collected for any service not rendered; these fees will be sent to the client's address of record, unless otherwise directed by the client, within (30) days of termination of the agreement.

## **Item 6 - Performance-Based Fees and side-by-side management**

IFB Wealth does not accept performance-based fees or other fees based on a share of capital gains or on capital appreciation of the assets of a client.

## **Item 7 - Types of Clients**

IFB Wealth provides asset and/or portfolio management services to individuals, high net worth individuals and Corporations. The Adviser ordinarily requires each account to have a minimum of \$250,000, although smaller amounts may be accepted and maintained at the discretion of the Adviser. In instances where a TPM is used, a lower initial minimum dollar value for establishing an account may be permitted or a higher minimum dollar valued for establishing an account may be required.

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

For Investment Supervisory Services, IFB Wealth's analysis and investment strategies will include the following:

### Methods and Investment Strategies

IFB Wealth's security analysis methods include both fundamental and technical analysis. Furthermore, the main sources of information include Bloomberg, financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

### Fundamental Analysis

Fundamental analysis of a business involves analyzing its income statement, financial statements and health, its management and competitive advantages, and its competitors and markets. Fundamental analysis school of thought maintains that markets may mis-price a security in the short run but that the "correct" price will eventually be reached. Profits can be made by trading the mis-priced security and then waiting for the market to recognize its "mistake" and re-price the security. However, fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market regardless of the economic and financial factors considered in evaluating the stock. Therefore, unforeseen



market conditions and/or company developments may result in significant price fluctuations that can lead to investor losses.

#### Technical analysis

We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and to potentially predict future price movement. These analyses may include the following:

- Cyclical analysis: In this type of technical analysis, we measure the movements of a particular stock against the overall market in an attempt to predict the price movement of the security
- Charting: In this type of technical analysis, we review charts of market and security activity in an attempt to identify when the market is moving up or down and to predict how long the trend may last and when that trend might reverse.

Some technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of market movement.

The investment strategy for a specific client is based upon the objectives stated by the client in the IPS. Strategies may include long-term purchases, short-term purchases, trading, short sales, margin transactions, and other strategies. In some cases, the Adviser might advise on private investments made by clients.

In instances where IFB Wealth utilizes the services of a TPM, IFB Wealth evaluates a variety of information about the TPM, which may include the TPM's public disclosure documents, materials supplied by the TPM themselves and other third-party analyses it believes are reputable. To the extent possible, IFB Wealth seeks to assess the TPM's investment strategies, past performance and risk results in relation to its clients' individual portfolio allocations and risk exposure. IFB Wealth also takes into consideration each TPM's management style, returns, reputation, financial strength, reporting, pricing and research capabilities, among other factors.

Client's accounts will be managed on a discretionary or nondiscretionary basis by the TPM. At the inception of the advisory relationship and at least quarterly thereafter, the Adviser will conduct an evaluation of the Manager(s). Adviser will monitor the accounts' investments and each Manager's investment style, style consistency, tenure and expertise, risk philosophy, and track record in each specific investment strategy pursued by the client in light of the client's investment objectives and risk profile as communicated to the Adviser by the client in writing.

Upon the conclusion of each evaluation, the Adviser will make a determination as to whether to terminate the services of the Manager(s), retain new Manager(s), and/or reallocate assets among Manager(s). In any event that the Adviser determines to terminate the services of one or more Manager(s), the Adviser will also determine how

and in what percentages the assets managed by such Manager(s) will be reallocated among the remaining Manager(s) and/or any Manager(s) newly engaged. The Adviser shall communicate to the client in writing (which may be electronically) its decisions to terminate the services of Manager(s), hire new Manager(s), or reallocate assets among Manager(s). The Adviser is also authorized to select and make changes to the selection of model portfolios managed by Manager(s) in which the Client's assets are invested.

### Risks of Loss

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks, amongst others:

- Interest-rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- Currency Risk: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- Business Risk: These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- Financial/Credit Risk: Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value of securities.

- **Third Party Manager Risk:** Third Party portfolio managers typically have full discretion as to how to manage model portfolio's based on the objective of the model. Such discretion increases the risk that the TPM may mismanage the portfolio and client's assets which may result in client's loss.

## **Item 9 - Disciplinary Information**

Investment Firms are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of a Firm or the integrity of Firm's management. IFB Wealth has no information applicable to this Item. Please visit [www.advisorinfo@sec.gov](http://www.advisorinfo@sec.gov) at any time to view IFB Wealth's registration information and any applicable disciplinary action.

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

IFB Wealth is wholly owned by a bank, International Finance Bank, and is affiliated with additional banks by common ownership. IFB Wealth will receive client referrals from International Finance Bank. At this time, there is no direct or indirect compensation for the referral of clients from International Finance Bank. In the event that this changes, this Brochure will be updated to reflect that. IFB Wealth is not registered nor has an application pending to register as a securities broker-dealer. However, the Adviser's Managing Principal and Investment Adviser Representative of IFB Wealth are registered with ACP Securities, LLC, a broker-dealer regulated by FINRA. IFB Wealth is also affiliated, by common ownership, with IFB Insurance Services, LLC, which is registered as an insurance agency. For clients that are interested or have a need for such services, IFB Wealth will refer them to the affiliated insurance agency. Neither IFB Wealth nor any of its associated persons will receive any compensation for such referral.

## **Item 11 - Code of Ethics**

State and SEC regulations impose a fiduciary duty on Investment Firms. As a fiduciary, IFB Wealth has a duty of utmost good faith to act solely in the best interest of each of our clients. Our clients entrust us with their funds, which in turn places a high standard on our conduct and integrity. Our fiduciary duty compels all employees to act with the utmost integrity in all of their dealings. This fiduciary duty is the core principle underlying our "Code of Ethics" and represents the expected basis of all of our dealings with our clients. The Code includes policies and procedures developed to protect client's interests in relation to the following topics:

- The duty at all times to place the interests of clients first;
- The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the code of ethics and to avoid any actual or potential conflict of interest or any abuse of an employee's position of trust and responsibility;

- The principle that Investment Firm personnel should not take inappropriate advantage of their positions;
- The fiduciary principle that information concerning the identity of security holdings and financial circumstances of clients is confidential; and
- The principle that independence in the investment decision-making process is paramount.

IFB Wealth and its employees may buy or sell securities that are also held by clients; however, the Firm and its employees may not trade their own securities ahead of client trades. Employees must comply with the provisions of the Adviser's Compliance Policies and Procedures, as well as Code of Ethics.

The Adviser's Investment Advisory Representative, Charles Skipper, will review all employee trades each quarter or more frequently as conducted. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that clients of the Adviser receive preferential treatment.

The Adviser will provide a copy of the Code to any client or prospective client upon request at the contact information contained on the Cover Page of this Brochure.

## **Item 12 - Brokerage Practices**

As part of IFB Wealth's relationship with its clients, its Investment Advisory Agreement provides that client may restrict the discretion and direct brokerage to any broker. The Adviser is authorized in its Investment Advisory Agreement to select other securities brokers, unless the client directs otherwise in the Agreement. As a result, IFB Wealth typically refers all business to a registered broker-dealer and discloses to clients that they may find similar or superior services elsewhere at an equal or lower cost.

Typically, IFB Wealth considers which broker-dealer will be able to effect the transaction efficiently. Additionally, the research and services provided by the broker-dealer with respect to the particular type of investment may be a factor in the selection process. The commissions payable to such broker-dealers may in certain cases be higher than those attainable from other broker-dealers who do not provide such research and services. Ordinarily, such research will be used to service all of the Adviser's accounts. Under the Adviser's standard Investment Advisory Agreement, the client can revoke the Adviser's authority to select the broker-dealer for the accounts.

It is Adviser's policy not to enter into soft dollar arrangements and the Adviser has no formal soft dollar arrangements. The Adviser does not consider, in selecting or recommending broker-dealers, whether the Adviser or a related person receives Client referrals from such broker-dealer.

In instance where clients' assets are managed by a TPM, the TPM will have the discretion to choose the broker-dealer to execute transactions for the assets referred. IFB Wealth does not have the discretion as to which broker-dealer the TPM selects to execute the transactions.

### **Item 13 - Review of Accounts**

Account reviews are performed periodically, no less than quarterly by each IAR and by Charles Skipper. Account reviews are performed more frequently when market conditions dictate and as requested by IFB Wealth's clients.

Other conditions that may trigger a review are changes in the tax laws, new investment information, and changes in a client's own situation.

Account reviewers assist the Firm's Compliance Department, with the assistance of IARs of the Firm. They are instructed to consider the client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the client.

Clients receive periodic communications on at least an annual basis and where applicable, will receive an account statement or performance report no less than quarterly, and often monthly as activity dictates.

In addition to periodic reviews, the Firm also performs reviews of its clients' accounts as appropriate based on changes in market conditions, security positions or changes in a clients' investment objective or policies.

In instances where a TPM is used to manage client's assets, the Adviser will conduct an evaluation of the Manager(s). The Adviser will monitor the accounts' investments and each Manager's investment model and will discuss if applicable, about the TPM's performance.

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

IFB Wealth will primarily receive client referrals from its parent Bank. IFB Wealth may also receive referrals from current clients, attorneys, accountants, employees, personal friends of employees and other similar sources. At this time, IFB Wealth is not directly or indirectly providing compensation for the receipt of client referrals.

IFB Wealth may enter into arrangements to refer its clients to Offshore Insurance, Trust and/or Mutual Fund companies that may benefit its clients, in exchange for a referral fee. Such arrangements may result in trail fees paid to IFB Wealth. Such arrangements create a conflict of interest as they create an incentive to recommend offshore companies that

pay higher referral fees and/or ongoing fees than those that do not. To mitigate this conflict, IFB Wealth's IARs are charged with making recommendations that are suitable for the client and based on the investment mandate, or the client's financial profile and objectives. Charles Skipper periodically reviews account activity by IARs and/or by clients to detect questionable activity or patterns.

## **Item 15 - Custody**

Aside from debiting fees from its clients' accounts to pay for services rendered, IFB Wealth does not maintain custody of its clients' funds. All assets are typically held at a qualified custodian, which means the custodians provide account statements directly to clients at their address of record at least quarterly. IFB Wealth urges you to carefully review such statements and compare such official custodial records to the reports IFB Wealth may provide to you. IFB Wealth's reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

ACP Securities, LLC ("ACP") has been designated as IFB Wealth's preferred broker-dealer which utilizes Pershing, LLC as its custodian for its clients under an agreement established between IFB Wealth and ACP. IFB Wealth has also executed an agreement with Charles Schwab & Co., Inc. to serve as a custodian for IFB Wealth and its clients. While IFB Wealth has arrangements established for custody services, IFB Wealth's clients may choose their own qualified custodian to hold their funds.

## **Item 16 - Investment Discretion**

The Adviser receives discretionary authority from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold, or the ability to select TPM, based on the client's investment objective, investment profile, and risk. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. Before the Firm can buy or sell securities on its clients behalf, the client must first sign the discretionary Investment Advisory Agreement, a power of attorney, and/or trading authorization forms.

When selecting securities or investment managers and determining amounts, the Firm observes the investment policies, limitations and restrictions of the clients for which it advises. Investment guidelines and restrictions are provided to the Firm in writing.

In instances where client's assets are managed by a TPM, Client's accounts will be managed on a discretionary or nondiscretionary basis by the TPM. If the client's assets are managed by a TPM through its portfolio models, the TPM will have discretion on the

securities transactions and will limit or prohibit clients from placing restrictions in the client's accounts.

## **Item 17 - Voting Client Securities**

Clients will continue to receive their proxies or other solicitations directly from their custodians or transfer agent and not from the Adviser. As a matter of Firm policy and practice, IFB Wealth does not have any authority to and does not vote proxies on behalf of advisory clients. Clients may consult with the Adviser; however, the client is responsible for all such voting and elections with regard to matters of the securities held in the account.

## **Item 18 - Financial Information**

The Adviser has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients. Also, the Firm has not been the subject of a bankruptcy proceeding.

## **Item 19 – Business Continuity and Information Security**

### ***Business Continuity Plan***

IFB Wealth has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key persons. The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident, aircraft accident, and internal and external cyber attacks. Electronic files are backed up daily and archived offsite.

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients promptly after a disaster that dictates moving our office to an alternate location.

### ***Privacy and Information Security***

IFB Wealth maintains an information security program to reduce the risk that your personal and confidential information may be breached. Furthermore, IFB Wealth is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.

The categories of nonpublic information that we collect from you may include information about your personal finances, information about your health to the extent that it is needed for the financial planning process, information about transactions

between you and third parties, and information from consumer reporting agencies, e.g., credit reports. We use this information to help you meet your personal financial goals. We maintain a secure office to ensure that your information is not placed at unreasonable risk. We employ a firewall barrier and use other techniques and authentication procedures in our computer environment.

We do not provide your personal information to mailing list vendors or solicitors. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your personal records as permitted by law.

Personally identifiable information about you will be maintained while you are a client, and for the required period thereafter that records are required to be maintained by federal and state securities laws. After that time, information may be destroyed.

We will notify you in advance if our privacy policy is expected to change. We are required by law to deliver this *Privacy Notice* to you annually, in writing.