



human investing® +  **Rivermark**
COMMUNITY CREDIT UNION

FORM ADV PART 2A

**FINANCIAL PLANNING
WORKPLACE ADVISORY
WEALTH ADVISORY**

Human Investing
525 3rd St, Suite 331
Lake Oswego, OR 97034

(503) 905-3100

www.humaninvesting.org

Certified



Corporation

ITEM 1
COVER PAGE

**HUMAN INVESTING, LLC
(DBA HUMAN INVESTING)**

**RIVERMARK COMMUNITY CREDIT UNION
ADVISORY PROGRAM BROCHURE**

525 3rd St, Suite 331
Lake Oswego, OR 97034

Phone: (503) 905-3100

Firm Website: www.humaninvesting.com

Advisory Program Website: www.humaninvesting.org

March 30, 2022

This Form ADV Part 2 brochure provides information about the Rivermark Community Credit Union Advisory Program and the qualifications and business practices of its sponsor, Human Investing, LLC. If you have any questions or to obtain additional information about the contents of this brochure you may contact us by phone at (503) 905-3100 or via email at peter@humaninvesting.com. Human Investing is a registered investment advisor with the Securities and Exchange Commission ("SEC"). Registration of an investment advisor does not imply any level of skill or training. The information in this brochure has not been approved or verified by the SEC or any state securities authority.

Additional information about Human Investing is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for our firm is 133017.

ITEM 2

MATERIAL CHANGES

Since the original version of this brochure dated June 16, 2021, we have made the following material changes:

- **Item 1:** Effective as of July 2021, we moved our office location. Our new address is: 525 3rd Street, Suite 331, Lake Oswego, OR 97034.
- **Item 5:** This item has been updated to disclose that either the client or the firm may terminate any of our services upon fifteen (15) days' advance written notice. While this has always been our policy, the previous version of this brochure did not state the required notice period to terminate our services.

In addition to the above material changes, this brochure has been amended throughout for purposes of providing clients with increased clarity and transparency regarding our services, fees, and business practices. These changes are not material.

We will update this brochure and summarize in this Item 2 the any material changes with respect to our business in accordance with applicable law. All current clients will receive a Summary of Material Changes to this and subsequent brochures within 120 days of the close of our fiscal year and certain additional updates regarding changes with respect to our firm and our business practices as they may occur. Updated information concerning these changes will be provided to you free of charge. A Summary of Material Changes is also included within our brochure found on the SEC's website at www.adviserinfo.sec.gov. You can obtain additional information about our firm by searching for us on the foregoing website by our firm name or by our unique IARD/CRD number (133017).

Currently, our brochure may be requested by contacting Andrew Gladhill at (503) 905-3100 or by email at andrewg@humaninvesting.com.

ITEM 3

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ITEM 4 ADVISORY BUSINESS

A. Our Firm. Human Investing, LLC DBA Human Investing (“Human Investing,” “firm,” “we,” “our,” and “us”) is an Oregon limited liability company registered as an investment advisor with the SEC. Our principal place of business is located in Lake Oswego, Oregon. Peter Fisher is the co-founder and principal owner of Human Investing, which was founded in 2004.

B & C. Our Services. Human Investing and Rivermark Community Credit Union (“Rivermark CU”) have entered into an arrangement under which Human Investing’s fiduciary investment advisory services are made available to members of Rivermark CU under the “Rivermark Advisory Program.” Under this arrangement, Rivermark will receive certain compensation from Human Investing as a result of your independent decision to engage Human Investing’s advisory services. You are never obligated to engage Human Investing for any services and may engage any other investment advisory firm of your desire. For more information about the fees we pay to Rivermark CU as part of the program, please see Item 14 of this Brochure.

The Rivermark Advisory Program allows Rivermark CU members to select a customized package of advisory services offered through Human Investing. Within this program, Human Investing offers comprehensive financial planning, investment management, and tax consulting and compliance services to its clients. Additionally, for the workplace, we offer committee level fiduciary services as well as services focused on education and advice to the individual participants inside those workplace accounts (most often consisting of employer sponsored 401(k) accounts).

Prior to forming an investment advisor-client relationship, Human Investing may offer you (“you,” “your,” and “client”) a complimentary general consultation to discuss the nature of its services and to determine how we may best assist you in achieving your financial goals and objectives. You will be required to enter into one or more written

investment advisory agreements with us prior to the commencement of an advisor-client relationship and the delivery of any services. The written advisory agreement will set forth the scope of our services, our fees, and our respective rights and obligations to each other. For more information about our fees, please see Item 5 of this brochure.

A description of the advisory services available to you under the Rivermark Advisory Program is as follows:

Financial Planning Services: We offer financial planning and financial plans which are tailored to match the unique financial circumstances, goals, and needs of each client. We focus on a proprietary four-pillar approach we call “hiPLAN.” This approach includes: 1) a team of credentialed experts to analyze and make financial recommendations customized to your unique financial objectives and needs (a CERTIFIED FINANCIAL PLANNER™ signs off on each plan), 2) a proper process, 3) fiduciary advice, and 4) emotional fulcrum. It is from the hiPLAN where we make saving, investing, and borrowing recommendations to our clients. The plan we provide to you will contain a series of investment recommendations that are designed to accomplish the client’s specific short and long term financial goals and objectives.

A simplistic goals-based planning process is utilized to address financial concerns including social security and retirement planning, education planning, and various other savings and investment goals. More comprehensive cash-flow based plans are developed based on the complexity of the client’s financial situation. Full details regarding the scope of the financial planning services we will provide to you and the frequency with which we will review and update our hiPLAN recommendations to you are set forth in a written investment advisory agreement you will enter with Human Investing at the inception of our relationship.

For most clients, we provide these services in conjunction with our rendering of ongoing investment management services (described below). In these circumstances, we will use our investment discretion to implement and monitor the investments we recommend in the hiPlan within the client’s

designated investment accounts. Where the client's hiPlan includes recommendations related to assets held outside of the accounts designated by the client for our ongoing management and supervision, the client will make all final investment decisions and will be responsible for implementation and monitoring of all such "held away" investments. In the rare instances where we provide financial planning services on a stand-alone basis, the client makes all final investment decisions and is solely responsible for the implementation and monitoring of all recommended investments.

Investment Management Services: We focus on developing, managing, and supervising disciplined investment portfolios prescribed to our clients based on their unique financial circumstances, investment objectives, goals, and needs. Most clients who engage us for these services will receive financial planning services and hiPLAN recommendations on a complimentary basis as part of their engagement. The nature of our financial planning services is described above.

For the individual clients, the basis for our investment management advice is their hiPLAN recommendations. For institutional clients, the recommended portfolios are a derivative of their investment policy statement ("IPS"). We either help the client build an IPS or we manage the investments to an existing IPS, depending on the client's circumstances.

In general, we manage client accounts within the program by implementing certain proprietary model portfolios ("HI Investment Models") that have been designed by our firm to align with varying degrees of client risk tolerance, ranging from a more aggressive investment strategy to a more conservative approach. The particular HI Investment Model(s) utilized to manage your account will typically incorporate a broadly diversified mix of low-cost index funds and/or individual stock and bond strategies and will depend on the client's financial plan, IPS, risk tolerance, and/or stated investment preferences and restrictions. We will consult with you periodically under the program to determine if there have been any material changes to your investment goals or needs and adjust your investment portfolio

accordingly, as appropriate.

When engaging us for these services, you will typically be required to grant us ongoing and continuous discretionary authority to execute our investment recommendations within your accounts without obtaining your prior approval for each specific transaction. This authority will include the ability to hire and fire sub-advisors and third party money managers (collectively, "Independent Managers") to manage some or all of your account, to reallocate your assets among the selected Independent Managers, and to select the specific investment models or strategies to be implemented within your account managed by any Independent Managers. For more information on the scope of our discretionary authority, please see Item 16 of this brochure. You are always able to place reasonable restrictions on the management of your accounts by Human Investing and any Independent Managers. For example, you may restrict our ability to invest in certain specific securities or industries.

We have partnered with Betterment, LLC ("Betterment"), an independent SEC registered investment advisor, to leverage their web-based investment platform to implement our HI Investment Models within client accounts in a secure digital environment offering real time portfolio access to clients. As part of the onboarding process, you will be required to enter into a separate sub-advisory agreement and brokerage relationship agreement with Betterment and its affiliated SEC registered broker-dealer, MTG, LLC DBA Betterment Securities ("Betterment Securities"), Member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investors Protection Corporation ("SIPC"). Upon establishment of the sub-advisory and brokerage relationships with Betterment, we will instruct Betterment as to the specific HI Investment Models to be implemented within your account via their digital platform. Betterment, acting as a discretionary Independent Manager and sub-advisor to your account, will be responsible for all trading decisions and will only invest your account in strict accordance with the parameters we have set for the HI Investment Model(s) to be implemented within your account. Following the initial implementation of the desired portfolio of investments, we will

monitor the status of your accounts at Betterment on an ongoing basis and implement changes to your account as we believe to be necessary and appropriate based on your unique investment objectives and needs and our fiduciary duty to you.

Tax Consulting and Compliance Services: We are licensed with the State of Oregon's Board of Tax Practitioners. Tax preparation and consulting services (collectively, "Tax Services") include the preparation of client tax returns and/or consulting regarding the client's specific tax circumstances and needs. Some tax planning, within the context of a financial plan, is included within our service offering. Tax compliance services (e.g., filing tax returns) as well as tax consulting projects are billed separately and like our financial planning services, will require gathering all necessary documents and information from the client. You are never required to engage the firm or any of its associated persons for Tax Services and may seek tax preparation and consulting advice from any provider of your choice.

Workplace Advisory: We offer general employee investment education and tailored investment advice to retirement plan participants. We also offer consulting services to retirement plan sponsors acting as a fiduciary and/or investment manager pursuant to sections 3(21) and/or 3(38) of the Employee Retirement Income Security Act of 1974 ("ERISA"). In this capacity, our role is typically to provide investment management to 401(k) plans and/or advice on the selection of funds within 401(k) plans.

D. Wrap Fee Programs. Except for certain legacy accounts managed via the Charles Schwab Intelligent Institutional Portfolios program sponsored by Charles Schwab & Co., Inc., our investment management services under the Rivermark Advisory Program are typically offered exclusively through the "Betterment Wrap Fee Program" sponsored by Betterment. Under this program, a portion of the Account Fees you will incur will consist of a "wrap fee" payable to Betterment. The wrap fee covers the costs of Betterment's investment advisory services to the account (as sub-advisor), together with the customary custodial fees and trade execution costs incurred within your account. The costs of

Betterment's wrap fee are included within the Account Fees the client pays for these services as described in Item 5 of this brochure.

Clients should note that Human Investing and Betterment are independent of, not affiliated with, sponsored, endorsed, or supervised by each other. Human Investing's ongoing role in managing client accounts under the Betterment Wrap Fee Program is described above in this Item 4 of this Brochure. Additional terms and conditions of participation in the Betterment Wrap Fee Program are described in a separate Betterment Wrap Fee Brochure available at <https://www.betterment.com/legal/form-adv-part-2>. A copy of the Betterment Wrap Fee Brochure shall be provided to you by Betterment prior to or at the time of your enrollment in the program. Human Investing may recommend other wrap fee programs to clients in the future.

Depending upon the cost of Betterment's wrap fee, the amount of portfolio activity in your account, and the overall value of the services you receive from Human Investing and Betterment under the program, the wrap fee you will incur may or may not exceed the aggregate costs of advisory, custodial, and brokerage execution services if they were to be provided and charged to you separately (*i.e.*, an unbundled fee arrangement). As a general matter, wrap fees are relatively less expensive for actively traded accounts. However, they may result in higher overall costs for client accounts that experience little trading activity. Clients are advised that unbundled fee arrangements are available from other providers.

E. Assets Under Management. Human Investing manages \$598,992,348 of client assets on a discretionary basis only and \$1,040,640,411 of client assets on a non-discretionary basis. The firm's total advised assets are \$1,639,632,759. These amounts were calculated as of December 31, 2021.

ITEM 5 FEES AND COMPENSATION

A. Our Fees. We are a "fee-only" investment advisor and neither our firm, nor any of our associated persons, accept commissions or any other form

of remuneration for the sale of any securities or insurance products to clients. We act as your fiduciary and will only recommend investments to you when we believe them to be in your best interests. The fees we charge for our services are set forth in a written advisory agreement entered with the client at the inception of our relationship. We may negotiate fees with clients in certain circumstances. Our fees may be amended prospectively from time to time upon thirty (30) days' prior written notice to the client.

Fees For Combined Financial Planning and Investment Management Services:

As reflected above in Item 4, most clients receive financial planning services in conjunction with our rendering of investment management services. In these circumstances, we will charge you an annual asset-based "Account Fee" which consists of (i) an "Advisory Fee" payable to Human Investing which covers the costs of our investment management services to your account and (ii) a "Wrap Fee" (sometimes referred to as a platform fee) payable to Betterment which covers the costs of Betterment's investment advice and the customary custodial and trade execution costs incurred within your account under the Betterment Wrap Fee Program. The costs of any financial planning services we provide to you as an investment management client are included within our Account Fees, unless we otherwise agree.

Our standard Account Fee schedule is reflected below. We reserve the right to adjust this fee schedule on 30 days' advance written notice to the client.

VALUE OF ASSETS MANAGED BY HUMAN INVESTING	ANNUAL ACCOUNT FEE
Up to \$500,000	1.25% (125 basis points)
\$500,001-\$2,000,000	1.00% (100 basis points)
\$2,000,001-\$5,000,000	0.85% (85 basis points)
\$5,000,001+	0.80% (80 basis points)

For avoidance of doubt, Betterment's wrap fee is separate and distinct from the Advisory Fee paid to Human Investing, is absorbed within the Account Fee, and is retained wholly by Betterment. As of the

date of this Brochure, Betterment charges clients a wrap fee of 0.14% per annum of the average daily balance of the client's account, excluding the value of any cash balances.

Account Fees are calculated and paid as follows:

- Account Fees are assessed and paid quarterly in arrears and pro-rated for partial periods.
- Account Fees accrue for the period beginning one day before the end of the prior quarter and ending two days prior to the end of the current quarter.
- Account Fees are calculated pursuant to this formula: [sum of the following for each day in the preceding quarter: (the balance in the Account at the end of the day, excluding cash balances) x (advisory fee applicable on that day)]
- Account Fees will be paid first from cash or cash equivalents, or if not available, by selling a portion of the client's holdings on the last business day of the quarter to cover the accrued fee amount.
- Account Fees will be deducted from the client account by Betterment three business days after the transaction date, following settlement of the resulting trade(s). The wrap fee portion of the Account Fees will be retained by Betterment and the balance (*i.e.*, the Advisory Fee portion owed to Human Investing) will be remitted to Human Investing 2-3 weeks after the end of the quarter.

You may add or withdraw assets to or from your account with Betterment at any time, however, you should consider that some or all of the investments held for your account may be intended as long-term investments, and unexpected or premature liquidation of these holdings may impair the achievement of your investment goals and objectives.

Fees For Financial Planning Services: In the limited circumstances where we are engaged for these services on a stand-alone basis, we will charge you an hourly fee up to a maximum of \$300 per hour. The specific hourly rate applicable to your engagement will be set forth in a written advisory agreement and will be determined based upon the complexity and scope of your financial planning needs. These fees will be charged to you either monthly or quarterly in arrears by traditional

invoicing. All fees are due upon presentation of our invoice and are payable to us via check or other mutually agreed upon payment method.

Fees for Tax Services: When you engage us for Tax Services, we will typically charge you hourly fees at a rate of \$300/hour. All fees will be set forth in a written agreement executed by the client and Human Investing prior to our performance of any Tax Services. All fees are due upon presentation to us via check or other mutually agreed upon payment method.

Fees For Workplace Advisory Services: When you engage us for these services, we will charge you an asset-based fee calculated as an annual percentage of the market value of your (or the plan sponsor's) total 401(k) plan assets. The fee will be based on the size and complexity of the plan and the level of services required to properly serve the plan and will typically be paid via direct fee deduction from the client's account at the qualified custodian. Typically, the fee will be in the range of 0.10% - 0.50% per year of the market value of the 401(k) plan assets, depending on the scope of services. Flat fee billing for both trustee services as well as participant education is also common. Plan sponsors have the choice of how to absorb or delegate the fee payment.

B. Direct Fee Deduction. Where authorized by the client in writing, we will directly deduct advisory fees from your account at the qualified custodian. Betterment will also direct deduct its portion of the Account Fee from your account. Your written authorization for direct fee deduction will be contained in our written advisory agreement and/or the account opening documentation of your custodian (e.g., Betterment Securities). Payment of these fees via direct fee deduction may result in the liquidation of the client's securities if there is insufficient cash in the account.

Your custodian will independently send you an account statement to you typically monthly, but no less than quarterly, identifying the amount of funds and each security in your account at the end of the period and setting forth all transactions in your account during the period, including the amount of any fees directly deducted from your account. Your

custodian is not responsible to verify the accuracy of our fee calculations. Therefore, *we encourage you to review the custodian's account statements carefully upon receipt.* If you believe our fees have been miscalculated or if there is any other issue with your account, you should contact us immediately at the phone number listed on the cover page of this brochure.

Fees for stand-alone financial planning and Tax Services are billed via traditional invoicing as described above.

C. Additional Fees and Expenses. Separate and in addition to the advisory fees payable to Human Investing, you shall be solely responsible to bear the costs of all internal management fees, advisory fees, and other costs and expenses that may be charged by mutual funds, ETFs, and other pooled investment vehicles to their shareholders. *Except for accounts subject to wrap fees,* you will also pay all usual and customary transaction-based fees (brokerage fees and commissions), custodial charges, wire transfer fees, and other fees and taxes associated with activity in your account. We do not share in any portion of the foregoing additional fees and expenses. To fully understand the total cost you will incur when engaging our services, you should review the prospectus of each mutual fund, ETF, and/or other pooled investment vehicle in which you participate and the contractual arrangement entered with your Independent Manager(s) and custodian (e.g., Betterment).

D. Terminating Our Services. In the event we should fail to provide you with a copy of this brochure at least forty-eight (48) hours in advance of entering into an advisory agreement with our firm, you may terminate our services without penalty within five (5) business days of entering into the advisory agreement. Thereafter, either party may terminate an advisory relationship on fifteen (15) days' written notice. For asset-based fee engagements, clients will pay Human Investing a pro-rated fee based on the number of days services were provided through the date of termination. For hourly fee engagements, clients will pay Human Investing for all earned but unpaid hourly fees through the date of termination. All such fees are due immediately upon termination.

Termination policies related to the Betterment Wrap Program are described in a separate Betterment Wrap Fee Brochure available at <https://www.betterment.com/legal/form-adv-part-2>.

E. Sale of Securities and/or Insurance

Products. Neither the firm, nor any of its associated persons, accept any commissions for the sale of any securities or insurance products. Certain associated persons of Human Investing are licensed insurance representatives. However, neither the firm, nor any of its associated persons, recommend the purchase or sale of any insurance products to clients. They maintain their insurance licensing solely to evaluate whether certain insurance products may be suitable and appropriate to fit a particular client's needs. Clients are informed that they may use any of the licensed insurance professionals that may be referred by Human Investing or any other insurance agent of their choosing.

Rollover Recommendations. As part of our investment advisory services to you, we may recommend that you roll assets from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, an "IRA Account") that we will manage on your behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts. When we provide any of the foregoing rollover recommendations we are acting as fiduciaries within the meaning of Title I of the ERISA and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts.

If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the advisory agreement you executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to recommend the rollover to you (*i.e.*, receipt of additional fee-based compensation). You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete

the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule that requires us to act in your best interests and not put our interests ahead of yours.

Under this special rule's provisions, we must:

- meet a professional standard of care when making investment recommendations (give prudent advice);
- never put our financial interests ahead of yours when making recommendations (give loyal advice);
- avoid misleading statements about conflicts of interest, fees, and investments;
- follow policies and procedures designed to ensure that we give advice that is in your best interests;
- charge no more than a reasonable fee for our services; and
- give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover.

Note that an employee will typically have four options in this situation:

1. leaving the funds in your employer's (former employer's) plan;
2. moving the funds to a new employer's retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the advantages and disadvantages of

both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

ITEM 6

PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

We do not charge any performance-based fees for our services or engage in side-by-side management of accounts. Accordingly, this item is not applicable to our firm.

ITEM 7

TYPES OF CLIENTS

Under the Rivermark Advisory Program, we provide investment advice to the following types of clients:

- Individuals, including high-net worth individuals;
- Banks or credit unions;
- Pension and profit-sharing plans;
- Trusts, estates, and charitable organizations; and
- Corporations and other business entities.

Because each client is unique, we encourage involvement in the planning and processes involved in the management of their accounts. Such involvement does not have to be time consuming, however it is our goal that clients remain informed and have a sense of security about their investments.

As a firm, we value having a diverse client base and ensuring that professional financial advice remains reasonably accessible to clients from all walks of life. For this reason, we do not impose any minimum annual fee requirements or account size requirements to open or maintain an advisory relationship with our firm under the Rivermark Advisory Program.

ITEM 8

METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. Methods of Analysis and Investment

Strategies. We construct portfolios based upon the client's financial plan, IPS (if applicable), and/or risk tolerance. Client portfolios are typically constructed using a diversified mix of some or all of the following instruments: mutual funds, ETFs, individual stock and bonds, cash, and cash equivalents. We may also advise clients on any assets held in their portfolio at the time of our engagement and other investments not listed above at the client's specific request.

We may use some or all of the following methods of analysis in providing investment advice to you:

Fundamental Analysis: In using fundamental analysis, we attempt to determine the intrinsic value of target securities through a review of, among other things, company specific financial disclosures, the strength and track record of management personnel, industry sector financial health, and at a macro level, the overall direction of the economy at large. We use this information as a basis to determine if such securities are underpriced or overpriced relative to current market prices and then to make a buy or sell recommendation to you.

Relying on this type of analysis leaves open the risk that the price of a security may move along with the overall direction of the market, irrespective of the economic and financial factors which may have indicated that an opposite movement would have been expected. The main sources of information we rely upon when researching and analyzing securities using fundamental analysis include research materials prepared by others, annual reports, corporate rating services, prospectuses, and company press releases.

Asset Allocation: Rather than focusing on selecting the particular securities or other assets to invest for your account, we attempt to identify an appropriate ratio of various types of investments (for example, stocks, fixed income, and cash) suitable to your investment goals, time horizon, and risk tolerance. A risk of asset allocation is that you may not participate in sharp increases in a particular security, industry, or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not

corrected, will no longer be appropriate to meet with your investment goals.

Mutual Fund and ETF Selection and Analysis: We evaluate and select mutual funds and ETFs based on several factors which may include, without limitation, (1) the experience and track record of the underlying portfolio manager(s), (2) the performance of the fund over time and through various market conditions; (3) expected market conditions that might impact the underlying holdings of the fund or applicable market sector; and (4) whether and to what extent the underlying holdings of the fund overlap with other assets held in your account. We also monitor the fund in an attempt to determine if it is continuing to follow its stated investment strategy.

A risk of this form of analysis is that, as in all securities investments, past performance does not guarantee future results. A fund manager's past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of the fund are determined by independent fund managers and may change overtime without advance warning, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping holdings should decrease. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund, which could make the holding(s) less suitable for the client's portfolio.

We typically use the following *investment strategies* in managing client accounts:

Long-term Purchases: We may recommend a long term "buy and hold" approach to investing client assets. In this type of investment strategy, we suggest the purchase of securities with the idea of holding them in a portfolio for a year or longer. Typically, we employ this strategy when (1) we believe the securities to be currently undervalued, and/or (2) we want the portfolio to have exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by

holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the recommendation to sell.

Short-term purchases: When utilizing this strategy, we may suggest the purchase of securities with the idea of selling them within one year of purchase. We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we recommend for purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss. In addition, this strategy involves more frequent trading than does a longer-term strategy and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short term capital gains.

B. We will use our best judgment and good faith efforts in rendering services to each client. We cannot guarantee any level of investment performance or that any investment will be profitable over time.

Not every investment decision or recommendation made by us will be profitable. Investing in securities involves risk of loss that clients should be prepared to bear. Clients assume all market risk involved in the investment of their account and understand that investment decisions made for their account are subject to market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to clients for:

- any loss that a client may suffer by reason of any investment decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use;
- any loss arising from our adherence to a client's instructions; or
- any act or failure to act by any custodian of a

client's account.

It is the responsibility of each client to provide us with complete, accurate information and to notify us in a timely manner of any changes in the client's financial circumstances or goals.

C. Summary of Investment Risks. While all investing involves risks and losses can and will occur, we generally recommend a broad and diversified allocation of securities and other investments intended to reduce the specific risks associated with a concentrated or undiversified portfolio. Nonetheless, you should consider the following high-level summary of investment risks. **This list is not intended to be an exhaustive description of all risks you may encounter in engaging our firm for advisory services. We encourage you to inquire with us frequently about the risks related to any investments in your account.**

Risk of Loss: Securities investments are not guaranteed, and you may lose money on your investments. As with any investment manager that invests in common stocks and other equity securities, our investment recommendations are subject to market risk—the possibility that securities prices will decline over short or extended periods of time. As a result, the value of your account(s) will fluctuate with the market, and you could lose money over short or long periods of time. You should recognize whenever you determine to invest in the securities markets your entire investment is at risk. Clients should not invest money if they are unable to bear the risk of total loss of their investments.

Economic Risk: The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings

in such countries, the investment instrument will generally be subject to a higher level of economic risk.

Financial Risk: Financial risk is represented by internal disruptions within an investment or the issuer of an investment that can lead to unfavorable performance of the investment. Examples of financial risk can be found in cases like Enron or many of the “dot com” companies that were caught up in a period of extraordinary market valuations that were not based on solid financial footings of the companies.

Market Risk: The value of your portfolio may decrease if the value of an individual company or multiple companies in the portfolio decreases or if our belief about a company's intrinsic worth is incorrect. Further, regardless of how well individual companies perform, the value of your portfolio could also decrease if there are deteriorating economic or market conditions. It is important to understand that the value of your investment may fall, sometimes sharply, in response to changes in the market, and you could lose money. Investment risks include price risk as may be observed by a drop in a security's price due to company specific events (e.g., earnings disappointment or downgrade in the rating of a bond) or general market risk (e.g., such as a “bear” market when stock values fall in general). For fixed-income securities, a period of rising interest rates could erode the value of a bond since bond values generally fall as bond yields go up. Past performance is not a guarantee of future returns.

Risks Related to Analysis Methods: Our analysis of securities relies in part on the assumption that the issuers whose securities we recommend for purchase and sale, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

Securities Transactions at the Direction of Clients: All assets are held at the custodian in your name and you may maintain the concurrent ability to

direct transactions within your account. We are not responsible for the consequences of your self-directed investment decisions or the costs and fees they generate within your account.

Interim Changes in Client Risk Tolerance and Financial Outlook: The particular investments recommended by our firm are based solely upon the investment objectives and financial circumstances disclosed to us by the client. While we strive to meet with clients at regular intervals (at least annually, unless otherwise agreed, either in person, telephonically, or by electronic means) to discuss any changes in the client's financial circumstances, the lack of constant and continuous communication presents a risk insofar as your liquidity, net worth, risk tolerance and/or investment goals could change abruptly, with no advance notice to our firm, resulting in a mis-aligned investment portfolio and the potential for losses or other negative financial consequences.

ITEM 9

DISCIPLINARY INFORMATION

We are required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm or the integrity of our management. We have no information to disclose applicable to this item.

ITEM 10

OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

A. Human Investing and its associated persons are not registered and do not have any application(s) pending to register as a broker-dealer or as a registered representative of any broker-dealer.

B. Human Investing and its associated persons are not registered and do not have any application(s) pending to register as a future commission merchant, commodity pool operator, commodity trading advisor, or as a representative of any of the foregoing.

C. As noted in Item 5E, certain of our associated persons are licensed insurance representatives. However, neither the firm nor any of its associated persons recommend the purchase or sale of any insurance products to clients. They maintain their insurance licensing solely to evaluate whether certain insurance products may be suitable and appropriate to fit a particular client's needs. Human Investing and its associated persons do not receive any commissions or any other forms of compensation in connection with the sale of insurance products. Clients are informed that they may use any of the licensed insurance professionals that may be referred Human Investing or any other insurance agent of their choosing.

ITEM 11

CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING

A. Our Code of Ethics. Human Investing has adopted a Code of Ethics which all employees are required to follow. The Code of Ethics outlines proper conduct related to all services provided to our clients. Prompt reporting of internal violations is mandatory. Our Chief Compliance Officer periodically evaluates employee performance to ensure compliance with the Code of Ethics. A copy of the Code of Ethics is available to any client upon request.

B-D. Material/Proprietary Interests in Securities Recommended to Clients. Our firm and our associated persons do not have any proprietary or material interests in or any role in the management of any companies or investments that we recommend to our clients.

Personal Trading; Participation or Interest in Client Transactions. Human Investing and its associated persons may buy and sell some of the same securities for its/their own account(s) that the firm buys and sells for its clients. When trading these securities in a discretionary manner, where appropriate, Human Investing will typically aggregate all trades in that security for that custodian utilizing its block trading account. At the end of the trading

day, shares will be allocated accordingly to each account, so that each account receives the same execution price. In some cases, our firm and/or our associated persons may buy or sell securities for their own account(s) for reasons not related to the strategies adopted by our clients.

Where your account is managed via Betterment's platform, Betterment's automated trading system automatically reviews all accounts (including both client accounts and accounts owned by Human Investing and/or its associated persons) for rebalancing opportunities. Where the holdings of any account drift outside certain pre-determined limits, Betterment's system will autonomously place orders to rebalance the account. Rebalancing trades may also be placed by Betterment to account for deposits and withdrawals of funds, changes made by Human Investing to its proprietary HI Investment Models, and/or Human Investing selecting different HI Investment Models for implementation in a client's account. Our firm does not have the ability to exercise any influence over the timing of orders processed through Betterment.

When Human Investing is newly engaged by a client for whom it expects to recommend securities in which Human Investing or one of our principals holds a position, we will notify the client of our policies in respect to officers trading for their own account.

We will disclose to clients material conflicts which could reasonably be expected to impair the rendering of unbiased and objective advice.

ITEM 12 BROKERAGE PRACTICES

A. Recommendation of Broker-Dealers; Best Execution; Directed Brokerage; Soft Dollar Practices. When you engage us for investment management services, we will generally require that you separately engage the sub-advisory services of Betterment and the custodial and trade execution services of its affiliated broker-dealer, Betterment Securities (Member FINRA/SIPC), as part of your participation in the Betterment Wrap Fee Program. We do not open these accounts for you, although

we may assist you in completing the related account opening paperwork required by Betterment and Betterment Securities. If you do not wish to place your assets with Betterment, then we cannot manage your account on the Betterment platform.

Betterment Securities will hold your assets in a brokerage account held in your name and buy and sell securities automatically as directed by Betterment according to the HI Investment Model(s) we select for your account. As described in Item 5, the Account Fee charged by Human Investing for its investment management services covers the costs of Betterment's wrap fee of 0.14% per annum of the assets managed via their platform, resulting in no additional costs to you.

Clients should be aware of the fact that not all advisors require clients to use a particular firm for execution of transactions or custodial services. Because clients having accounts managed by Human Investing are typically required to open accounts with and use the custodial and trade execution services of Betterment Securities, Human Investing may not be able to achieve the lowest cost execution of specific client transactions. Thus, the exclusive use of only Betterment Securities may cost clients more money compared to other arrangements.

In recommending broker-dealers to clients, we have an obligation to seek the "*best execution*" of transactions for client accounts. This duty requires us to seek to execute securities transactions for clients such that the total costs or proceeds in each transaction are the most favorable under the circumstances. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of the recommended broker-dealer's services. Some of the factors we may consider when evaluating a broker-dealer for best execution include, without limitation, the broker-dealer's:

- transaction costs;
- facilities, reliability, and financial responsibility;
- ability to effect transactions, particularly with

regard to such aspects as timing, order size, and the speed of order execution;

- research and related brokerage services provided; and
- any other factors the firm considers to be relevant.

“Soft dollar” arrangements refer to the practice of directing a certain volume of securities transactions (and their resulting trading commissions) to a particular broker-dealer in exchange for the receipt of certain ancillary benefits (such as proprietary investment research) by an investment advisor. Human Investing does not maintain any soft dollar arrangements with any broker-dealers and does not intend to enter into any such arrangements in the future.

Notwithstanding the foregoing, the broker-dealers we recommend to clients (e.g., Betterment Securities) may provide us with certain services and benefits, either free of charge or at a discount, in connection with our custodial relationships. Examples of the services and benefits we may receive may include access to a dedicated trading desk; trading and client relationship management software; enhanced reporting capabilities; the ability to directly deduct fees from client accounts; access to aggregated trading; and admission to industry seminars and events. Many of these services and benefits assist in managing client accounts, while other may assist us in managing our overall business enterprise. While these benefits do not materially affect the investment advice we provide to clients, clients should be aware that our receipt of these services and benefits may indirectly influence our choice to recommend certain broker-dealers to clients. We address this conflict of interest by ensuring that our clients receive best execution from the broker-dealers we recommend.

B. Trade Aggregation. Human Investing is authorized in our discretion to aggregate purchases, sales, and other transactions made for client accounts with the purchases, sales and other transactions in the same or similar securities/instruments for the accounts of other clients of Human Investing. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the

account will be deemed to have purchased or sold its proportionate share of the securities/instruments involved at the average price so obtained. In conformity with applicable law, Human Investing will direct their custodians to send confirmations of all transactions effected in client accounts to the client’s address of record.

For accounts managed via the Betterment platform, trades are processed automatically by Betterment based on the HI Investment Model assigned to the account by Human Investing and may be combined with trades for the accounts of other clients. Inflows or outflows of funds will be utilized to try and bring the account closer to the targets built into the selected HI Investment Model(s). Absent inflows or outflows of capital, Betterment may rebalance the account by buying and selling securities which are already in the portfolio, taking into consideration the tax impacts of such transactions. In the event of enough deviation from model targets to trigger a rebalance, the account will be rebalanced as determined by an algorithm-based trading system. All trades are processed automatically using Betterment’s automated technology. Human Investing and its clients are not able to affect specific transactions through Betterment’s platform. Accordingly, clients wishing to direct the specific time of day to buy or sell securities should not enroll in the Betterment Wrap Fee Program. Transactions do not generally occur during the first 30 minutes and final 30 minutes of the trading day.

Human Investing may suspend trading for particular accounts on the Betterment platform. No trades will occur in these accounts until specified otherwise by Human Investing.

ITEM 13 REVIEW OF ACCOUNTS

A. Account Reviews. Andrew Gladhill, Senior Analyst, supervises the periodic review of the status of all securities held in client accounts. All reviews are based on the client’s stated investment objectives and needs. Accounts are also checked on a daily basis by the Betterment platform and rebalanced automatically if their holdings drift outside certain

pre-determined tolerances set by Betterment. In addition, Human Investing typically performs an overall assessment of each client account on at least an annual basis.

Human Investing encourages clients to review their financial plan and to meet with their advisor annually (at a minimum) to discuss potential changes to their financial plan. During this meeting, we may request that clients complete a risk tolerance questionnaire.

B. More Frequent Reviews. More frequent reviews of client accounts may be triggered by a change in a client's investment objectives, tax considerations, large deposits or withdrawals, large sales or purchases, loss in confidence of corporate management and objectives, and/or changes in the macro-economic climate.

C. Reporting. Clients will receive account statements directly from the custodian of their account(s) generally on a monthly basis, but no less than quarterly, in paper and electronic formats.

ITEM 14 CLIENT REFERRALS AND OTHER COMPENSATION

As described in Item 4, Rivermark CU refers its members to Human Investing for investment advisory services under the Rivermark Advisory Program. In exchange for its referral of members, Human Investing has entered into a fee-splitting arrangement with Rivermark CU under which Rivermark CU receives on an ongoing basis twenty-five percent (25.00%) of the advisory fees paid to Human Investing by referred Rivermark CU members. Relative to other advisory clients of Human Investing, Rivermark CU members do not pay any increased fees or costs to Human Investing as a result of their referral by Rivermark CU through the Rivermark Advisory Program.

Additionally, as described in Item 5, Betterment charges a 0.14% per annum wrap fee for all assets under management on their platform in exchange for providing advisory, custodial, and trade execution

services under the Betterment Wrap Fee Program. These fees are included in the Account Fees detailed in Item 5, and do not result in any increased costs relative to other advisory clients of Human Investing.

We have no other arrangements, written or oral, in which we compensate others or are compensated for client referrals.

ITEM 15 CUSTODY

Client accounts are typically held by an independent qualified custodian, typically a bank or broker-dealer (e.g., Betterment Securities). Except for our ability to directly deduct our advisory fees from client accounts and as otherwise explained below in this Item 15, Human Investing does not have custody of client assets and shall have no liability to the client for any loss or other harm to any property in your account held by any custodian. This includes harm to any property in the account resulting from the insolvency of the custodian or any unauthorized acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the SIPC or any other insurance which may be carried by the custodian. The client understands that SIPC provides only limited protection for the loss of property held by a broker-dealer.

As a fiduciary, Human Investing and its personnel will always act in the best interests of its clients. The above paragraph does not limit or modify that duty in any way. Account statements sent to the client by the custodian will reflect all fees charged by our firm. We strongly urge you to review and compare the investment advisory fees contained in the custodial account statements and any invoices, statements, or reports received from us for accuracy. You should contact us immediately if there is any discrepancy or if you have any questions about your account.

ITEM 16 INVESTMENT DISCRETION

Except as otherwise instructed, clients grant us

ongoing and continuous discretionary authority to execute investment recommendations within their designated accounts without obtaining the client's prior approval for each specific transaction. Under this discretionary authority, clients allow us to purchase and sell securities and other instruments in their account(s), arrange for delivery and payment in connection with the foregoing, and otherwise act on their behalf in most matters necessary or incidental to the handling of the account, which includes monitoring certain assets. This authority includes the ability of Human Investing to hire and fire Independent Managers to manage some or all of the client's account, to reallocate client assets among the selected Independent Managers, and to select the specific investment models or strategies to be implemented within the client's account managed by any Independent Managers. Clients grant the foregoing authority to Human Investing in our written investment advisory agreement and/or the account opening documentation of their custodian.

As noted in Item 4 above, we serve retirement plan sponsors acting as 3(21) or 3(38) written fiduciaries with respect to the investment management and selection of funds and investment options made available within 401(k) plans. As a 3(21) fiduciary, we do this on a non-discretionary basis. As a 3(38) fiduciary, we do this on a discretionary basis. While we may have discretionary authority to determine the fund platform available to a client's retirement plan and/or the investment options made available within the plan, if such plans are "participant directed," then we do not have discretion to select the particular investments to be held in individual participant accounts. Non-discretionary authority requires us to obtain a client's prior approval of each specific transaction prior to executing investment recommendations, as well as for the selection and retention of sub-advisors to the account.

ITEM 17

VOTING CLIENT SECURITIES

While we may receive informational copies of proxy statements and annual reports, unless specifically directed otherwise in writing by the client, Human Investing is not authorized to receive and vote proxies

on issues held in the account or receive annual reports.

ITEM 18

FINANCIAL INFORMATION

A. Human Investing does not require prepayment of more than \$1,200 in fees six or more months in advance, therefore, we have nothing to disclose that is applicable to this item.

B. As mentioned in Item 16 above, we have discretionary authority over some client funds. As we have no financial commitments which would impair our ability to meet the contractual and fiduciary commitments to our clients, we have nothing to disclose that is applicable to this item.

C. Human Investing has never been the subject of any bankruptcy proceedings.

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