



**COPPER
FINANCIAL**
MEMBER FINRA/SIPC

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Firm Brochure Form ADV Part 2A

March 31, 2023

ITEM 1 – COVER PAGE

This Brochure provides information about the qualifications and business practices of Copper Financial Network, LLC ("Copper Financial"). If you have any questions about the contents of this Brochure, please contact Copper Financial at 913.905.3600 or investments@cu.financial.

Copper Financial is a registered investment adviser with the SEC. Registration of an investment adviser does not imply any level of skill or training. Additional information about Copper Financial is also available on the SEC's website at www.adviserinfo.sec.gov. 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.

Non-Deposit Investment Products offered through Copper Financial are not federally insured, are not guaranteed by or obligations of Copper Financial and may involve investment risk, including possible loss of principal.

More information about Copper Financial can be found at <https://cu.financial/>.

ITEM 2 - MATERIAL CHANGES

Copper Financial (also referred to as “we” or “us”) is required to discuss only material changes that have occurred since the last annual Brochure update. Our Brochure was last updated March 31, 2022. Material changes to our Brochure are summarized below:

Item 4

- Added information on the Guided Investing wrap fee program whereby we provide recommendations solely via an online platform.
- Provided further discussion of financial planning services provided by us.

Item 14

- Expanded discussion of client referrals received from Program Credit Unions and the compensation paid by Copper Financial to Program Credit Unions and the related conflicts.

Other edits not deemed material may have been made during our review and update of Copper Financial’s Brochure dated March 31, 2023, to clarify existing information already covered in the Brochure.

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ITEM 4 - ADVISORY BUSINESS

GENERAL INFORMATION

Copper Financial (also referred to as “we” or “us”) is a broker-dealer registered with the SEC and a member of FINRA and a federally registered investment adviser. We offer financial planning and investment advisory services to you through our registered Investment Advisor Representatives (“Advisor”).

Copper Financial is a Missouri limited liability company and is a wholly owned subsidiary of CommunityAmerica CUSO One, LLC (“CUSO One”). CUSO One is wholly owned by CommunityAmerica Credit Union (“CommunityAmerica”), a privately held organization.

Our Advisors primarily work with members of credit unions. This includes members of CommunityAmerica, our parent company, as well as members of credit unions with which we have entered into a bank networking agreement to provide investment services to their members (“Program Credit Union”). See Item 10 for additional information.

The following advisory services are discussed in this Brochure: Financial Planning and our Third-Party Manager Accounts (“TPMA”) program, which involves Copper Financial referring clients to approved third-party managers.

In addition to the advisory services discussed in this Firm Brochure, Copper Financial offers additional advisory programs. We offer the Asset Allocation Managed Portfolio (“AAMP”) program, a wrap fee program whereby our Advisors make recommendations of model portfolios designed by third-party managers and managed by us. We also offer an online-only digital investing wrap fee program, Guided Investing. Through our Guided Investing program we make recommendations of model portfolios solely through an online platform and without the assistance of an Advisor. You can obtain information related to our wrap fee programs and other advisory services not discussed in this Brochure in the Advisory Brochures section of Copper Financial’s website at <https://cu.financial/disclosures/> or by asking your Advisor.

As of December 31, 2022, we have regulatory assets under management in the amount of \$275,772,959, which we manage on a discretionary basis. We currently do not manage any client assets on a non-discretionary basis. Additionally, we have \$242,308,285 in assets under administration. While we provide administrative services regarding these assets under administration, we are not currently providing continuous investment management services to these assets as this is done by the manager. Accordingly, we have total platform assets of \$518,081,244.

WORKING WITH YOUR ADVISOR

Your Advisor can offer both investment advisory services and products and brokerage services and products. There are important considerations when selecting the services and products best suited to your investment needs and goals, including, but not limited to your unique financial situation, investment objective, risk tolerance and investment time frame.

Advisory Relationship – As a federally registered investment adviser, we and our Advisors are fiduciaries to you. This means that we and your Advisor must act solely in your best interest when offering you investment advisory services and products. Generally, fees we charge for investment advisory services and products are either hourly or asset based as described in this Brochure.

Brokerage Relationship – As a broker-dealer, we and our financial professionals must ensure that the

brokerage products and services we recommend are in your best interest based on your stated investment objective, risk tolerance, tax status and other personal financial information you provide. Generally, you will pay commissions to purchase and sell brokerage products. See the Regulation Best Interest Disclosure at <https://cu.financial/disclosures/> for additional information on fees charged on brokerage accounts. For brokerage accounts held at our clearing firm, Apex Clearing, you will also be subject to account maintenance and servicing fees as outlined in the Brokerage Fee Schedule maintained at <https://cu.financial/disclosures/>.

Factors to Consider When Deciding Between Investment Advisory and Brokerage Relationship:

Advisory Relationship

- Seek ongoing advice and monitoring on your account.
- Prefer to pay ongoing fees based on assets under management rather than based on the number of transactions.
- Seek a fiduciary relationship with an Advisor who must act in your best interest.
- Periodic portfolio rebalancing.

Brokerage Relationship

- Seek advice only on individual transactions with no ongoing monitoring of your investments.
- Prefer commission-based compensation paid on a per transaction basis.
- Seek a relationship with a financial professional who must make recommendations in your best interest.

FINANCIAL PLANNING SERVICES

We, through our Advisors, offer financial plans and investment advice consistent with your financial status, investment objective, risk tolerance, investment time frame and tax status. We have contracted with various unaffiliated third-party vendors to offer financial planning software that allows you, in collaboration with your Advisor, to create a comprehensive view of your financial accounts, assets, liabilities, income, and expenses. The software uses assumptions and calculations to determine the likely success of your goals based on your current situation or suggested modifications. The suggested success or failure of a financial goal is not a guarantee of any future event or balance of an account, security, or asset. Neither we nor your Advisor provide any implicit or explicit guarantee of a future value of a security, account, asset, or holding.

Together, you and your Advisor will work through some or all of the financial planning process elements described below to develop a financial plan specific to your needs and goals:

- **Initial Engagement:** Discuss your specific financial and personal goals and concerns
- **Gather Data:** Discuss your current financial situation in more detail. This will entail the collection from you of various documents such as bank and brokerage account statements, tax returns, estate planning documents and insurance policies. We will rely on you to provide accurate and complete information.
- **Analyze Data:** We will evaluate and analyze your current financial needs and goals based on the data and documents you provide, and we will use this analysis to develop a set of recommendations intended to lead to assist you in attaining your financial and personal goals.
- **Recommendations:** We will deliver a written financial plan that will provide recommendations based on our analysis of the data and documents you provide to us.

Your financial plan will address one or more of the following goals:

- **Retirement:** Analyze projected retirement income and expenses based on defined retirement goals you provide. The analysis may suggest potential retirement shortfalls or surpluses which we will address with strategies to meet your retirement capital and income needs.

- **Education Funding:** Analyze educational planning goals for specific periods. This analysis may outline potential gaps in your current education funding and provide strategies to eliminate the gaps.
- **Goal Funding:** Analyze your specific personal goals and provide strategies to fund those goals.
- **Survivor Income Needs:** Analyze the potential financial impact of an untimely death of a spouse based on defined financial goals. This analysis will provide strategies to help meet survivor income goals.
- **Disability Income:** Analyze the potential impact of an unplanned disability on financial needs. This analysis will provide strategies to help meet necessary income requirements.
- **Long-Term Care:** Analyze the potential impact of long-term care expenses on your overall financial goals. This analysis will provide risk strategies for ensuring sufficient benefits to cover long-term care financial obligations.
- **Estate Planning:** Analyze your current estate and the benefits of implementing various estate planning techniques and strategies such as wills, revocable trusts, irrevocable trusts, and gifting programs.
- **Asset Allocation:** Analyze basic asset allocation strategies for specific financial goals based on individual time horizons, investment objectives, and risk tolerance levels
- **Business Planning:** Analyze the issues related to business planning and the potential impacts it may have on business and personal financial goals.
- **Income Tax Planning:** Analyze the estimated impact taxes may have on your income, assets, and financial goal, including the tax implications of various investment products and strategies.

The consolidated view and reporting available in the financial planning software is provided for informational purposes only and as a courtesy to you. These reports may include assets disclosed to us by you that we do not service or are not held on our books and records. Copper Financial believes the consolidated view and reports provided to be reliable; however, the accuracy and completeness of the information is not guaranteed and has not been verified by us. We are not responsible for any inaccurate reporting of assets we do not custody. You should compare the financial planning software reports and the information reflected on the reports to the official account statements provided by the custodians of your account to ensure that the information listed on these reports match the securities, insurance, cash, bank deposit and other holdings reflected on the official account statements provided by the custodians of your assets. If there are any discrepancies between the information in the reports we provide and the official account statements, the official account statements will prevail. The reports created through our financial planning software are not a replacement for the official account statement issued by the custodian of your account.

We and our Advisors do not offer legal, tax or accounting advice when preparing the personal financial plan, business planning, or providing investment recommendations. None of the fees for services under this program relate to legal, tax or accounting services. If you need legal, tax or accounting services, it shall be your responsibility to obtain them from independent qualified professionals.

We have a conflict of interest when recommending our financial planning services as there is an incentive for us to recommend products or services for which we or your Advisor may receive compensation. However, you are under no obligation to act upon any financial planning recommendations or to implement any financial planning recommendations through us or your Advisor.

THIRD PARTY MANAGED ACCOUNTS (TPMA)

Our TPMA program provides access to various unaffiliated third-party managers (“Manager” or “Managers”). We decide which Managers to include in TPMA (“approved Managers”) and whether to remove and replace a manager based on several factors, including client needs, investment styles available

in the marketplace, platform capacity, client demand and composite performance. Copper Financial will add or remove approved Managers at our sole discretion. As part of its ongoing Manager due diligence process, Copper Financial will, among other things, ensure that every Manager is properly licensed and registered as an investment adviser.

NOTE: Our due diligence review of Managers does not substitute for your ongoing monitoring of your TPMA account(s) and performance.

We will act as a promoter for the Managers we include in TPMA. When acting as a promoter for the Managers we introduce clients to the Manager and recommend the client obtain advisory services from the Manager. Each promoter arrangement with Managers will be conducted pursuant to a written agreement between us and the Manager that is consistent with SEC Rule 206(4)-1. Your Advisor will refer Managers from our list of approved Managers that they believe best meet your stated investment objectives, goals, investment time frame, and risk tolerance. If the assets in your TPMA account(s) constitute only a portion of your total assets, we will not be responsible for the proper diversification of those other assets.

You grant the Manager(s) you select discretionary authority to manage the individual securities in your TPMA account(s) ("Funds and securities"). As such, all buy and sell decisions will be made by the Manager without consulting you in advance. The Manager also has authority to select broker-dealers or other qualified custodians to custody your account and to execute transactions. Managers may use our Clearing Firms (as discussed in Item 15 below) to custody the funds and securities in your TPMA account(s) and execute transactions for your account(s) or may choose another broker-dealer or qualified custodian in their sole discretion. You should contact the Manager(s) you select to determine what types of investment restrictions you may impose on your TPMA account. Please consult each Manager's ADV Part 2A brochure for more information about their investment strategies/styles, fees, trading costs, best execution, investment risks, disciplinary information, error correction, trade aggregation and bunching, step out trading practices, program, and account costs, etc. The Manager will provide their brochure at the time of, or prior to, TPMA account opening, which should be in a similar format to this Copper Financial Brochure.

List of Managers

The following is a list of approved Managers currently available through TPMA:

- Brinker Capital Investments, Inc.
- Asset Mark, Inc.
- Morningstar Investment Services, Inc.
- United Asset Strategies, Inc.

Below is a list of important features of TPMA that you should consider before selecting a Manager:

- You will receive a disclosure from your Advisor or the Manager for each Manager. The disclosure provides certain information about the Manager and the fees we will receive from the Manager for your referral;
- You will receive a brochure similar to this Brochure from your Manager(s) at the time or prior to the time you establish a TPMA account with the Manager(s);
- You will enter into a client agreement with the Manager(s) you select which, among other things, grants discretionary authority to the Manager to execute securities transactions without consulting you in advance and describes the Manager's fees and costs;
- Your Manager(s) will select one or more broker-dealers to custody your assets and execute your securities transactions;
- Your Manager(s) will charge a fee for their services which will be deducted from your TPMA account

- Your Manager(s) is responsible for selecting investment styles and individual securities;
- You must contact your Manager(s) to ascertain what types of restrictions you may request for your account;
- We will, upon request from your Manager(s), provide certain information about you to your Manager(s); and
- Your Advisor will answer general questions about your Manager(s).

You will have a contractual relationship with your Manager(s) and should contact your Manager(s) directly to:

- Discuss your account(s) and investment performance;
- Review your Manager's investment philosophy and investment style to determine the ongoing compatibility of your Manager(s) to your investment objectives, financial goals, tax considerations and risk tolerance;
- Request information regarding conflicts of interest between you and your Manager(s);
- Discuss questions about your Manager's Form ADV and Brochure;
- Discuss any reasonable restrictions you may decide to place on your account;
- Discuss your Manager's fees and costs;
- Discuss your Manager's proxy voting policies; and
- Discuss the nature and frequency of reports your Manager will provide to you.

You assume responsibility for monitoring your Manager's investment practices and performance. We will not:

- Make any representation concerning your manager's qualifications or investment acumen;
- Bear responsibility for the services rendered, information provided by, or for any recommendations made by your Manager(s);
- Endorse, recommend, or otherwise suggest that your Manager(s) will make suitable investment decisions; or
- Undertake to investigate or monitor the appropriateness of your Manager's investment style, investment decisions, best execution, or selection of broker-dealers.

NOTE: The ultimate decision to participate in TPMA and the selection of your Manager(s) is your responsibility.

ITEM 5 - FEES AND COMPENSATION

FINANCIAL PLANNING FEES

Before commencing the financial planning process, you and your Advisor will meet to discuss, among other things, the complexity of your financial situation, your specific personal and investment objectives, needs, risk tolerance, the investment products and services we offer, the time it will take to review the background materials you provide to your Advisor, the time that will be spent interacting with your other professional advisors, if requested by you, and the frequency of meetings and contacts you will have with your Advisor to ensure we serve your investment needs. You and your Advisor will then negotiate a fee for your financial plan based on the above factors. In certain limited situations we may consider preparing a financial plan for a flat fee.

The fee for each financial plan created by your Advisor will generally be determined at the rate of \$250 per hour. You may negotiate the hourly rate with your Advisor based on the factors discussed above. The maximum fee for each financial plan is \$5,000.00. We may offer financial planning services at no charge or at a reduced fee to clients. We may charge clients with similar financial situations different fees based on the rates negotiated between the client and the Advisor. Each subsequent or additional plan may be subject

to a new financial planning fee.

TPMA FEES

Each Manager in the TPMA program has its own brochure that describes the Manager's fees and billing policies. Please refer to the Manager's brochure for specific information about each Manager. The maximum annual fee on any TPMA account is 2.5% of assets under management. All Managers will pay a portion of their fee collected from your TPMA account(s) to us and our Advisor as compensation for our role as a solicitor. The portion of the fee paid by the Manager to us and our Advisor is negotiable by you.

In general, advisory fees are established in a written advisory agreement between you and the Manager(s). You will also incur certain charges imposed by the TPMA qualified custodians, our Clearing Firm if they are the designated custodian, and other third parties. These charges may include, but are not limited to, fees such as custodial fees, odd-lot differentials, low balance fees, transfer taxes, retirement account maintenance and termination fees, wire transfer fees, electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions that may be required by law. These fees are exclusive of and in addition to the advisory fees charged by the Manager, including the advisory fee paid to us and your Advisor. Contact the Manager or the custodian holding your account for additional information on the fees charged to you TPMA account. We will not receive any portion of these fees.

In most cases, your TPMA account will be maintained with the custodian utilized by the Manager. If the Manager does not mandate the use of a specific custodian, we will recommend that you establish your TPMA account with our Clearing Firm (described in Item 15 below). If our Clearing Firm is the custodian of your TPMA account(s), we will receive a portion of any one of or all of the following service fees, as applicable: outgoing transfers, wired funds, inactive accounts, stop payments, direct registration of securities, margin extensions, ticket charges, retirement account maintenance and termination fees, as well as asset-based fees on money market positions, uninvested cash balances, margin balances and cash sweeps to bank accounts. Your Advisor does not receive a portion of these fees.

OTHER FEES

In addition to the advisory fees described above, you will also incur certain fees charged by mutual fund companies and exchange-traded funds selected by the Manager and held in your TPMA account, which are disclosed in the applicable prospectus. Examples of these fees include deferred sales charges, administrative expenses, internal management fees and other service fees. For more information about these fees please read the summary or full prospectus for each mutual fund and the disclosure document for ETFs. We and your Advisor do not receive a portion of these fees.

You may be able to obtain similar advisory services and securities separately for a lower fee through a brokerage account or an advisory account with another investment adviser. Several factors determine whether it will cost more or less to participate in one of our TPMA accounts or another brokerage or investment advisory account where you purchase advice and securities separately, including size of your account, the types of securities in which you invest, the level of trading activity in your account, and whether the securities involve internal or other expenses in addition to an investment advisory fee. You should consider these and other differences when deciding whether to invest through an investment advisory or a brokerage account. Nevertheless, cost is only one factor in determining which type of investment account is most appropriate for you. You should also consider your ability to access investment managers and securities that are best suited to your personal and investment goals and risk tolerance.

Conflicts

We and our Advisors earn compensation based on the amount of assets in your account. You will pay us and your Advisor more in advisory fees as the assets in your account increase. This creates an incentive for us and our Advisors to recommend that you increase the assets in your account. We mitigate this conflict by supervising and monitoring the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

We generate more revenue when a client invests in our Asset Allocation Managed Portfolios (AAMP) program than we do when they invest in our TPMA account. AAMP is a wrap fee program sponsored by Copper Financial described in the AAMP Wrap Fee Program Brochure (ADV Part 2A Appendix 1). This creates an incentive for us and our Advisors to offer AAMP to our clients. The same Strategists and Models may be available in both AAMP and TPMA, but we are able to charge clients reduced asset-based fees in AAMP because we are executing the trades in the securities in the AAMP models rather than utilizing a third-party to execute the trades. In addition, we select the custodian for AAMP and have more control over the clearing and custodial fees charged to AAMP accounts. There are Strategists and Models available in TPMA that are not available in AAMP. For certain clients, a TPMA account may be offered when their unique financial situation and needs cannot be met through a Model offered in AAMP. We mitigate this conflict by supervising and monitoring the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest. See our AAMP Wrap Fee Program Brochure (Form ADV 2A Appendix 1) for additional information about our AAMP program.

Your Advisor's compensation is tied to meeting sales targets as determined by Copper Financial or the Program Credit Union's compensation plan. Firm-paid cash and non-cash compensation, incentives, contests, quotas, and bonuses for financial professionals are tied to factors including asset accumulation or growth, total sales, and appraisals or performance reviews. These arrangements can be tied to broker-dealer activity only, investment advisory activity only, or both. These arrangements incentivize your Advisor to encourage the purchase of additional investments in the account or product type that result in your Advisor meeting his or her sales targets. This conflict is especially acute as your Advisor approaches the deadline for meeting sales targets, which is typically at the end of the calendar year. We mitigate this conflict by supervising and monitoring the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

The amount of compensation we share with your Advisor depends on the type of investments recommended to you, your Advisor's sales volume, and the compensation plan of Copper Financial or the Program Credit Union. The amount of commissions, fees, transaction-based payments, ongoing payments, and other forms of compensation we share with Advisors is dictated by a compensation grid used. Our compensation grid is not investment neutral, meaning that the percentage of the compensation for any given transaction that your Advisor receives varies based on the investment recommended. Our non-investment-neutral grid incentivizes your Advisor to recommend to you the investment that results in the highest net payout for your Advisor.

Advisors may be compensated differently on broker-dealer activity than they are on investment advisory activity, which creates an incentive to recommend one activity or product type over another. In addition, the compensation grid of Copper Financial or a Program Credit Union can have thresholds or bands that enable your Advisor to increase his or her compensation through an incremental increase in sales. Moreover, your Advisor's payout percentage can be adjusted annually depending on your Advisor's total sales and overall performance. These thresholds, bands and payout percentage adjustments incentivize your Advisor to encourage you to make additional investments that result in your Advisor meeting certain sales targets.

and other metrics. This conflict is especially acute as your Advisor approaches a sales threshold or the deadline for meeting sales targets, which is typically at the end of the calendar year. We mitigate this conflict by supervising and monitoring the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

ITEM 6 - PERFORMANCE-BASED FEES

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

ITEM 7 - TYPES OF CLIENTS

We provide investment advisory services to individuals, entities, charitable institutions, foundations, endowments, and trusts. For our Financial Planning Services, we will accept new advisory clients regardless of their investable assets or account size. For TMPA accounts, we will accept new advisory clients who meet the minimum initial investment amounts proscribed by the Managers.

The Manager and the custodian selected by the Manager may create eligibility requirements to establish an account based on client residency or citizenship. Given these requirements, you may be required to provide documentation to Copper Financial, the Manager, or custodian to document your residency or citizenship. If a client's residency or citizenship changes after the account is established or the Manager or custodian change their eligibility requirements, the Manager or Custodian may terminate your TPMA agreement and require you to liquidate your holdings or transfer them to another Custodian, where they will no longer be managed by the Manager. This liquidation could result in taxable consequences to you if your account.

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

TPMA

Your Advisor will review and analyze information provided by you about your financial situation, investment objectives, investment time frame and risk tolerance and will use such information to recommend a Manager(s) and a specific investment strategy. The Manager(s) you select will determine the method and source of their investment analysis and investment styles and may utilize varying techniques in formulating investment advice or the management of assets for clients. Please refer to the Brochure of each Manager for more information about their investment styles, investment selection, performance, fees, and risk of loss. All investments selected by Managers carry market risk. The future performance of any specific investment or investment strategy is not guaranteed and you may lose money. Investing in any class of securities (including mutual funds, ETFs, and individual stocks) involves the risk of loss. Different types of investments have varying degrees of risk. You must be prepared to experience loss of value in your account, including the loss of your original principal.

We will, as part of our ongoing Manager due diligence, determine if and when a Manager should be replaced due to poor performance or concerns with non-compliance with regulatory requirements. When determining whether or not to replace a Manager, we may also take into account the number of client assets held with that particular Manager and the overall cost and tax impact that replacing the Manager may cause to you and other clients. Clients must consider that replacing a Manager may result in the sale of your securities, which will likely subject you to adverse tax obligations. Clients should seek advice related to any adverse tax obligation from their tax professional.

There are certain additional risks that you should consider when investing in a TPMA Portfolio(s) including,

but not limited to:

- **Risk of Owning Individual Stocks.** Individual stocks are susceptible to general market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change.
- **ETF and Mutual Fund Risk.** Owning ETFs and mutual funds involves certain investment management and operating expenses, which are shared on a pro rata basis by all owners of the ETFs and mutual funds. The risk of owning an ETF or mutual fund is directly proportional to the risk of the funds and securities held by them. You may incur brokerage costs when purchasing and selling ETFs and mutual funds. Leveraged and inverse ETFs are not appropriate for many investors due to their unique characteristics and market risks. Although leveraged and inverse ETFs can be a useful investment tool for some investors in limited circumstances, it is extremely important for you to understand that holding these ETFs longer than one day may result in significant losses. Copper Financial does not have any control over the holdings within the ETFs or mutual funds held in your TPMA account.
- **General Risks of Investing.** All securities and investment strategies involve risk, the degree of which may vary significantly. Investment performance can never be predicted or guaranteed, and the value of your securities will fluctuate due to market conditions and other factors. Investments made and the actions taken by the Manager(s) with respect to the securities held in your TPMA accounts will be subject to various market, liquidity, economic and political risks that the Manager(s), we, and you cannot control. You should review the offering materials and other disclosures available for each of your securities to obtain an accurate appreciation for their associated risks and fees.
- **Responsible Investing and ESG Risks.** Clients utilizing responsible investing strategies and environment, social responsibility and corporate governance (ESG) factors may underperform strategies which do not utilize responsible investing and ESG considerations. Responsible investing and ESG strategies may operate by either excluding the investments of certain issuers or by selecting investments based on their compliance with factors such as ESG. These strategies may exclude certain sectors or industries from a client's portfolio, potentially negatively affecting the client's investment performance if the excluded sector or industry outperforms. Responsible investing and ESG are subjective by nature, and the Manager may rely on analysis and 'scores' provided by third parties in determining whether a security meets the Manager's standards for inclusion or exclusion. A client's perception may differ from the Managers, Copper Financial's or a third party on how to judge an issuer's adherence to responsible investing principles.

ITEM 9 - DISCIPLINARY INFORMATION

We are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our investment advisory activities.

We have no applicable information to disclose.

ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

We are dually registered with the SEC and FINRA as a broker-dealer and federally registered with the SEC as an investment adviser. We are also a licensed insurance agency offering annuities, life insurance, long-term disability insurance, and long-term care insurance. These are our primary businesses. We are a wholly owned subsidiary of CommunityAmerica, an entity qualified to sell National Credit Union Association ("NCUA") regulated products in certain counties in Kansas and Missouri. We are a wholly owned subsidiary of CommunityAmerica CUSO One, LLC. We may also make referrals for clients to purchase insurance products not available through Copper Financial through CommunityAmerica Insurance Agency ("CAIA"), which is also

a related entity owned by CommunityAmerica CUSO One, LLC.

We also offer Trust Services through an arrangement with National Advisors Trust Company (“NATC”) under the marketing name CommunityAmerica Trust Services. NATC is a Federal Savings Bank. If you enter into a Trust Service arrangement with us and NATC, we or NATC may act as trustee with respect to your investment accounts and for other assets in any trust. NATC will provide record keeping and other ancillary services as trustee.

As noted in Item 4, we enter into bank networking agreements with unaffiliated Program Credit Unions to offer broker-dealer, registered investment adviser, and insurance services to their credit union members. Pursuant to the networking agreement with the credit union, and to the extent permitted by law, we share a portion of the Financial Planning or TPMA fees we receive with the credit union. Your Advisor is registered with us as an investment adviser representative and may also be registered with us as a broker-dealer registered representative and licensed with us as an agent of Copper Financial in our capacity of an insurance agency. Your Advisor will receive compensation from advising clients to establish brokerage, financial planning, investment advisory, and/or insurance relationships with us depending on their registrations with Copper Financial. Your Advisor may also make referrals to CAIA and receive compensation for insurance products sold through CAIA.

Advisors working with Program Credit Unions are permitted to offer the Financial Planning Services discussed in this brochure or other advisory programs offered by Copper Financial as discussed in our other brochures, including Wrap Fee Program Brochures. Advisors associated with a Program Credit Union require approval from Copper Financial to offer TPMA services to a client.

As a result of providing financial planning services to you, your Advisor may recommend that you invest in Funds and securities and investment or insurance services that will result in compensation being paid to your Advisor. This presents a conflict of interest. We mitigate this conflict by supervising and monitoring the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

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

We place significant value on ethical conduct for all advisory business. In addition to our obligation to comply with the federal securities laws, we have established a standard of business conduct required of all our personnel in our Code of Ethics. Our Code of Ethics is designed to protect clients by deterring misconduct and preventing fraud by reinforcing fiduciary principles that must govern the conduct of our personnel. An Adviser, as a fiduciary to its clients, is responsible for providing professional, continuous, and unbiased investment advice. Fiduciaries owe their clients a duty of honesty, good faith, and fair dealing. To ensure that our Advisors and employees strictly adhere to the highest standard of conduct and integrity in conducting business on behalf of our clients, we require all personnel to certify to our Code of Ethics.

In addition, the Code of Ethics governs personal trading by all personnel and is intended to ensure that personal securities transactions effected by personnel are conducted in a manner that avoids any actual or potential conflict of interest between personnel and clients of ours or our affiliates. We collect and maintain records of securities holdings and securities transactions effected by our personnel. These records are reviewed to identify and resolve potential conflicts of interest. We will furnish a copy of our Code of Ethics to you upon request. You may contact your Advisor at their office number or our home office at 913.905.3600.

ITEM 12 - BROKERAGE PRACTICES

The broker-dealer that maintains your advisory account and executes trades is also referred to as the qualified custodian. Your TPMA Manager will select the broker-dealer to hold your account(s). A TPMA Manager may use one or several broker-dealers as custodians. This may include our Clearing Firm (described in Item 15 below). All purchases and sales of securities in your TPMA accounts will be executed through and held by the broker-dealer(s) selected by your Manager for TPMA accounts (which may include our Clearing Firm).

Please see each Manager's Brochure for further information about order handling, including aggregating or bunching orders.

We do not have soft dollar arrangements, nor do we receive any client referrals from broker-dealers that we recommend.

ITEM 13 - REVIEW OF ACCOUNTS

New TPMA accounts are reviewed and approved by a Supervisory Principal associated with Copper Financial. You and your Advisor should meet at least annually to discuss whether to change or terminate a TPMA Manager or change your portfolio or any of its funds and securities. Annual reviews and attempts to schedule annual reviews are documented and retained by us. Your Advisor must obtain your written permission to change or terminate a TPMA Manager or portfolio.

You will receive from your qualified custodian(s) at a minimum, quarterly account statements describing positions and activity in your TPMA account(s). For any month there is trading activity in the account, you will receive a statement detailing that month's activity. Written performance reports may be provided by your TPMA Manager detailing your current asset allocation and performance. Copper Financial and our Advisors may also provide you with periodic performance reports and consolidated statements of your accounts and holdings. We urge you to carefully review these performance reports and consolidated statements and alert us or your Advisor promptly if there are any discrepancies or errors. Consolidated statements are provided for informational purposes and as a courtesy to our clients. We have an agreement with a third-party technology vendor to implement and host the consolidated statement and performance reporting platform. The technology vendor is not affiliated with us. We believe the data provided on consolidated statements is reliable, but the accuracy and completeness of the information is not guaranteed and has not been verified by us. The data in the consolidated statement is a compilation of information from various financial sources. In the event of any discrepancy, the statement you receive directly from the qualified custodian maintaining your account(s) are the official records of your holdings and the valuations on those statements should be relied upon.

Financial planning services terminate upon delivery of the financial plan. Thus, there are no ongoing reviews conducted by us. However, your Advisor will offer you the opportunity for periodic reviews as desired. You may also choose to engage us for subsequent services to review and update your financial plan at any time due to major life events or changes in the economic environment. If you engage us to prepare an updated plan, you will enter into a new investment advisory agreement for financial planning services. All financial planning updates or reviews are conducted by your Advisor.

ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

SOLICITATION ACTIVITIES AND RECEIPT OF REFERRAL FEE

We act as a promoter for various TPMA Managers pursuant to agreements with the Managers. We and your Advisor will receive compensation for referring clients to TPMA Managers for investment management services. The nature of the promoter relationship and the amount of compensation is disclosed by your Advisor to you in writing before or at the time of the referral.

CLIENT REFERRALS

Copper Financial is affiliated with CommunityAmerica Credit Union (“CommunityAmerica”). CommunityAmerica makes referrals to its members to receive non-deposit investment products and services from Copper Financial. Employees of CommunityAmerica may refer clients to Copper Financial to speak with an Advisor regarding the investment advisory services described in Item 4 above. CommunityAmerica employees who make a referral to Copper Financial will receive a one-time payment from us of up to \$50 regardless of whether a Copper Financial account is opened by the client referred by CommunityAmerica.

As discussed above in Other Financial Industry Activities and Affiliations, Copper also maintains agreements with Program Credit Unions. Program Credit Unions are deemed to be a “promoter” of Copper Financial and provide referrals to their members to obtain non-deposit investment products and services from Copper Financial, including investment advisory services. The Program Credit Unions are typically not clients of Copper Financial. In exchange for the referrals from the Program Credit Union Copper Financial pays the Program Credit Union a referral fee, which represents a portion of the commissions and fees generated from the investment advisory accounts, brokerage accounts, and insurance contracts opened and maintained by members of the Program Credit Union. The exact referral fee paid by us is negotiated with each Program Credit Union and will be disclosed prior to your account being opened with Copper Financial. You can also contact compliance@cu.financial for additional information on the referral fee for the Program Credit Union you are a member of. The referral fee is paid to the Program Credit Union as long as your account is open and the agreement between Copper Financial and the Program Credit Union is maintained. The payment of referral fees by Copper Financial to the Program Credit Union creates a conflict of interest by incentivizing the Program Credit Union to make referrals to Copper Financial. The Program Credit Union receives the same referral fee from Copper Financial regardless of the type of account or investment you hold with Copper Financial.

Employees of Program Credit Unions may also refer clients to Copper Financial to speak with an Advisor regarding the investment advisory services described in Item 4 above. Employees of Program Credit Unions who make a referral to Copper Financial may receive a one-time nominal payment, paid by the Program Credit Union, regardless of whether a Copper Financial account is opened by the referral.

The Advisor who recommends investment products and services to you is an employee of Copper Financial or the Program Credit Union and the amount of compensation the Advisor receives is determined by their employer. Compensation plans for Advisors employed by Program Credit Unions are approved by Copper Financial. These compensation plans outline what portion of the Advisor receives of the fees they generate. There can be different incentives for employees of Program Credit Unions based on the Compensation Plan adopted by the Program Credit Union, which can create different conflicts for Advisors. Advisors may also receive a salary in addition to a portion of the fees they generate through Copper Financial.

OTHER COMPENSATION

In addition to the fees discussed in Item 5 above, we receive compensation from certain TPMA Managers for ongoing marketing and sales support activities including, but not limited to, training, educational meetings, due diligence reviews, and day-to-day marketing and/or promotional activities. Not all Managers pay such compensation. This compensation may be paid to Copper Financial directly or paid to Copper Financial or a vendor on behalf of our Advisor. These payments are not made directly to an Advisor, but the Advisor may benefit by not having to pay for these services themselves. This is a conflict of interest as it will result in Copper Financial providing the TPMA Managers that provide us this additional compensation with increased access to our Advisors. This additional access to Advisors and the additional financial support paid on behalf of an Advisor creates a conflict of interest for the Advisor and could cause the Advisor to recommend a TPMA Manager to you that has this additional access and/or provides financial support on the Advisor's behalf over a TPMA Manager that does not have additional access to the Advisor or provide financial support on their behalf.

We permit our Advisors to accept small gifts from TPMA Managers. This creates a conflict for the Advisors to recommend services offered by these Managers. We mitigate this conflict by prohibiting gifts of cash or cash-equivalents and limiting the value of the gifts to no more than \$100 per year from any one Manager.

ITEM 15 - CUSTODY

We are dually registered as a broker-dealer and federally registered investment adviser and have a clearing relationship with our Clearing Firm:

Apex Clearing
Corporation 350 North
St. Paul Street Suite
1300
Dallas, TX 75201

For TPMA accounts, your account will be maintained by the qualified custodian selected by the Manager, which may include our Clearing Firm. All qualified custodians are independent and have no affiliation with us.

You will receive quarterly statements and possibly other reports from your qualified custodians for each of your TPMA accounts. We urge you to carefully review each statement and report and alert your Advisor or the Manager promptly if there are any discrepancies or errors. Additionally, you are reminded to make all checks and securities payable/endorsed to the specific qualified custodian(s) of your TPMA accounts, and not to us or your Advisor.

ITEM 16 - INVESTMENT DISCRETION

You will grant to your TPMA Manager(s) discretionary authority to buy and sell securities in your account. Discretionary authority includes the authority to determine the security and the amount to be bought or sold without obtaining your prior consent. This discretionary authority does not include withdrawing funds or securities from your account(s). Discretionary authority is granted only by you and must be in writing. Discretionary authority can be withdrawn by you; however, this action will result in the termination of your account as the TPMA Manager only provides discretionary managed accounts. Copper Financial

and your Advisor does not have discretion over your TPMA accounts.

ITEM 17 - VOTING CLIENT SECURITIES

Neither we nor your Advisor vote proxies for securities held in TPMA accounts. You retain the responsibility for receiving and voting proxies. You will from time to time receive proxy solicitations from the custodian and/or transfer agent of your securities. You should contact the person identified in the proxy materials with any questions about a particular proxy solicitation.

ITEM 18 - FINANCIAL INFORMATION

Copper Financial is not aware of any financial condition that is reasonably likely to impair its ability to meet our contractual commitments to clients. Copper Financial has also not been the subject of a bankruptcy petition at any time during the previous ten years.