



**INTEGRATED
ADVISORS NETWORK, LLC**

Form ADV Part 2A - Firm Brochure
(CRD #171991 / SEC #801-9620)

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March 24, 2023

This Form ADV Part 2A Brochure (or "Brochure") provides information about the qualifications and business practices of Integrated Advisors Network, LLC, an investment advisory firm registered with the United States Securities and Exchange Commission ("SEC"). If you have questions about this Brochure's contents, please contact us at 855.729.4222 or by e-mail at compliance@integratedadvisorsnetwork.com.

The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or any state securities authority. Nothing in this document is to be construed as a recommendation or an endorsement by the SEC or any state securities authority or an offer of securities; please refer to the actual investment offering and related legal documentation for complete disclosures. Registration with the SEC or any reference to or use of the terms "registered investment adviser" or "registered" does not imply that Integrated Advisors Network, LLC or any associated person has achieved a certain level of skill or training. Investments involve risk, including the possible loss of principal. An adviser's written and oral communications provide information to determine whether to retain their services. This Brochure is on file with the appropriate regulatory authorities as Federal and state regulations require.

Additional information about Integrated Advisors Network, LLC is available on the SEC's website at www.adviserinfo.sec.gov.

(Click on the link, select "Investment Adviser- Firm," and type in the firm name or CRD # 171991.
Results will provide you with Integrated's disclosure brochures.)

ITEM 2: Material Changes

In this item, **Integrated Advisors Network, LLC** ("Integrated" or "the Adviser") is required to summarize only those material changes made to this Brochure since our last annual updating amendment. If you are receiving this document for the first time, this section may not be relevant to you.

Since our last annual updating amendment of March 1, 2022, changes have been made to the following Brochure sections:

Item 4 - Advisory Business

Headquarters Change of Location

Effective March 1, 2023, the Firm moved its headquarters address from 75 Malaga Cove Plz, Suite 11, Palos Verdes Estates, CA 90274, to 8117 Preston Road, Suite 300, Dallas, TX 75225, and updated its fax # to 310.742.0227.

Assets Under Management

As of March 24, 2023, the Adviser's assets under management total is \$3,553,521,550. The following represents client assets under management by account type:

Account Type	Assets Under Management
Discretionary	\$ 3,275,044,397
Non-Discretionary	\$ 278,477,153
Total	\$ 3,553,521,550

Disclosures Regarding ERISA & Qualified Accounts

This section was updated to include further disclosure information regarding Integrated's fiduciary role when providing advisory services to retirement investors/retirement accounts and added detail regarding our fiduciary responsibilities within Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, which are laws governing retirement accounts.

If clients elect to roll their retirement assets to a retirement account subject to our management, they will be charged an asset-based fee as outlined in the Agreement they executed with our Firm. Integrated benefits financially from the rollover of such assets from a retirement account to an account we manage or provide investment advice because the assets increase our assets under management and, in turn, our advisory fees. As the way we are compensated conflicts with client interests, we operate under a special rule that requires us to act in their best interest and not put our interests ahead of theirs. Under the 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 our clients' 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 provide advice that is in the client's best interest,
- charge no more than is reasonable for our services, and
- provide basic information about conflicts of interest.

Integrated's policy as a fiduciary is only to recommend a client rollover retirement assets if we believe it is in the client's best interest. Clients are not contractually or otherwise under any obligation to complete a rollover. Further, if they elect to complete a rollover, they are under no obligation to have their retirement assets managed by Integrated. Integrated will receive no compensation if a client or a prospective client receives a recommendation to leave their plan assets with their old employer.

Item 5: Fees & Compensation

Financial Planning Services

This section's fees were updated to include monthly, the minimum annual flat-rate fee for financial planning was updated to \$500 (or \$125 each quarter if paid four times a year vs. annually), and "quarterly" was changed to "period" in the Termination section.

Investment Management & Supervisory Services

This section was revised to indicate that either party may terminate the Agreement without penalty upon 30 days written notice to the other party, following the Agreement's provisions.

[Additional Information](#)

A Business Continuity Plan summary, details on our Information Security Program, and a description of our privacy practices were added to this Brochure.

[Enhancement to ADV Disclosures](#)

This Brochure was further amended to include expanded disclosures, supplementary clarifying information on Integrated's advisory practices, and aesthetic and/or formatting changes. While these changes may not necessarily be material, the enhancements are intended to clarify and better aid investors in understanding the Firm's business model, procedures, and services.

[Full Brochure Availability](#)

We may, at any time, amend this document to reflect changes in Integrated's business practices, policies, procedures, or updates as mandated by securities regulators. Annually and as necessary, due to material changes, we will provide clients - either by electronic means or hard copy with a new Brochure or a summary of material changes from the document previously supplied, with an offer to deliver a full Brochure upon request.

Please retain this for future reference as it contains essential information concerning our advisory services and business.

You can view our current disclosure documents at or the SEC's Investment Adviser Public Disclosure ("IAPD") website at <http://www.adviserinfo.sec.gov> by searching either "Integrated Advisors Network, LLC" or CRD #171991. The SEC's website also provides information about any Integrated-affiliated person registered or required to be registered as an Investment Adviser Representative of the Firm. You may also request a copy free of charge by contacting us directly at 855.729.4222 or by e-mail at compliance@integratedadvisorsnetwork.com.

ITEM 3: Table of Contents

ITEM 1: Cover Page.....	1
ITEM 2: Material Changes	2
ITEM 3: Table of Contents	4
ITEM 4: Advisory Business	5
ITEM 5: Fees & Compensation	16
ITEM 6: Performance-Based Fees & Side-By-Side Management.....	21
ITEM 7: Types of Clients.....	21
ITEM 8: Methods of Analysis, Investment Strategies & Risk Of Loss	21
ITEM 9: Disciplinary Information	31
ITEM 10: Other Financial Industry Activities & Affiliations.....	31
ITEM 11: Code of Ethics, Participation or Interest In Client Transactions & Personal Trading	34
ITEM 12: Brokerage Practices	35
ITEM 13: Review of Accounts	39
ITEM 14: Client Referrals & Other Compensation	40
ITEM 15: Custody	41
ITEM 16: Investment Discretion	42
ITEM 17: Voting Client Securities	43
ITEM 18: Financial Information	43
ITEM 19: Additional Information – Business Continuity Plan, Information Security Program, Privacy Policy	44

ITEM 4: Advisory Business

Description of Firm

Integrated Advisors Network, LLC is an investment advisor registered with the Securities and Exchange Commission ("SEC") pursuant to the Investment Advisers Act of 1940 (the "Advisers Act"). The Firm, located at 8117 Preston Road, Suite 300, Dallas, TX 75225, and organized as a Limited Liability Company in the state of Delaware in 2014, has been SEC-registered since May 11, 2015.

Integrated's Principal Owners are Jeffrey J. Groves, Co-Founder & Managing Partner (43% ownership through Mixed Colors, LLC, a trust), Linda M. Pix, Co-Founder & Chief Relationship Officer (17% ownership), and Michael A. Young, President & Managing Partner (40% ownership), who undertake all of the Adviser's significant strategic and administrative decisions. *(Please refer to each Owner's individual Form ADV Part 2B brochure supplement for additional details on their formal education and business background.)*

As used in this brochure, the words "we," "our," "us," or "the Firm" refer to Integrated Advisors Network, LLC ("Integrated," " " or "the Adviser") and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm. The term Associated Persons (or "Associates") refers to Integrated's Covered Persons and Supervised Personnel, the Officers, Employees, and individuals providing investment advice or advisory services on behalf of the firm.

Integrated serves as a fiduciary to clients, as defined under the applicable laws and regulations. As a fiduciary, the Adviser upholds a duty of loyalty, fairness and good faith towards each client and seeks to mitigate potential conflicts of interest and avoid situations in which one client's interest may conflict with the interests of another.

Integrated's advisory services are made available to clients primarily through its investment professionals - individuals associated with the firm as Investment Advisor Representatives ("Advisor Representatives"). Each advisory relationship at Integrated is managed by one or more Advisor Representatives registered with the firm, who serves as the primary point of contact between Integrated and the client. Advisor Representatives collect financial profile information from clients and recommend specific advisory services or programs deemed appropriate for each client's individual situation, financial circumstances, goals and objectives.

Advisor Representatives are required by applicable rules and policies to obtain licenses and complete training to recommend specific investment products and services. Clients should be aware that their Advisor Representative may or may not recommend certain services, investments, or models depending on the licenses or training obtained; they may transact business or respond to inquiries only in the state(s) in which they are appropriately qualified. *(For more information about the investment professionals providing advisory services, clients should refer to their Advisor Representative's Form ADV 2B brochure supplement, the separate disclosure document delivered to them, along with this brochure, before or at the relationship inception. If the client did not receive these items, they should contact their Advisor Representative or Integrated's Chief Compliance Officer directly at 855.729.4222 for a copy of these essential and informative disclosure documents.)*

Integrated's relationship with each client is non-exclusive; in other words, we provide advisory services to multiple clients, with investment strategies and advice based on each client's specific financial situation.

"Co-Branding" Disclosures

Integrated offers services through its network of Advisor Representatives. Some Advisor Representatives have other business interests, as described in their Form ADV disclosure brochures, and may have established their own legal business entities to conduct their advisory practices (a "doing business as" or "DBA" firm), whose trade names and logos are used for marketing purposes and may appear on their brochures, marketing materials or client statements.

Clients should understand that these businesses are the *Advisor Representatives'* legal entities and not of Integrated Advisors Network, LLC, the registered investment adviser with the SEC. Advisor Representatives are under the supervision of Integrated, and the investment advisory and financial planning services they offer through their separate and independent entities are provided *through* Integrated. Persons engaging in any "doing business as" firm's services must know that each business is operated separately; business models and advisory services will vary among DBA entities, and the protections afforded when doing business with one legal entity may not necessarily exist if entering into a relationship with another. When engaging in the services of one DBA entity's advisory practice, clients are not affected by the fees, practices, or activities of another. The services provided by one regulated entity will only be provided concerning that entity and are not for services provided by another. Further, the fees of one advisory practice group may be higher or lower than another. Integrated does not make any representation that any fees, products, services, or those of any referred third party are offered at the lowest available cost for similar services; clients may be able to obtain the same at a lower price from other providers.

Integrated advisory clients should also be aware that any other business lines offered by DBA entity professionals, such as brokerage and insurance products and services, may be offered through unaffiliated or affiliated firms and are separate and distinct from the advisory services provided through Integrated. Other business lines offered are (1) unrelated to the client's relationship and agreements with Integrated, (2) not part of Integrated's advisory or management services, and (3) subject to separate contractual arrangements. Further, the protections afforded to a client under applicable investment advisory laws and regulations generally do not apply to those provided by any non-advisory contract. For specific details, clients and prospective clients are encouraged to carefully refer to each advisory group's disclosure brochures and ask their Advisor Representative questions about any item they may be unclear about or desire additional information. *(See Item 10 - Other Financial Industry Activities & Affiliations for additional disclosures regarding Associate outside business activities.)*

As of the date of this Brochure, the following (co-branded/DBA) independent businesses and their registered investment professionals offer their advisory services through Integrated:

- Abundantia Capital Corporation
- All Source Investment Management
- Andersen Capital Management, LLC
- APEX Quantitative Group, LLC
- Archer Bay Capital
- Auctum Wealth Management, LLC
- B&B Strategic Management, LLC
- Burns - Blackburn Group
- Candid Financial
- Capital City Financial Partners
- Copper Crest Capital
- Echelon Investment Management
- Ely Prudent Portfolios, LLC
- Evoque Investments, Inc.
- Financial Foundations, Inc.
- JC Investment Management
- Lattice Wealth Management Group, Inc.
- Lienart Family Asset Management
- Long Course Capital, LLC
- Longview Investment Advisors
- MDK Private Wealth Management
- Menlo Oaks Capital Group
- Militello Wealth Management
- Miller Pacific Financial Advisors
- Mosaic Financial Solutions
- Nspire Wealth
- Open Network Financial Consulting
- ReDefine Wealth Management
- SF-IAN
- Sand Creek Investment Partners, Inc.
- Sawyer Capital Investment Advisors
- Select Wealth Advisers
- Shields Capital
- Sztrom Wealth Management, LLC
- Vineyard Asset Management, LLC
- Vineyard Global Advisors
- Vineyard Wealth Advisors
- Yorkshire Wealth Management
- Zimmerman Wealth Advisory Group, LLC

Types of Advisory Services

Integrated is a fee-only investment management and financial planning firm; it does not sell securities on a commission basis. Integrated's investment professionals emphasize continuous personal client contact and interaction in providing portfolio management and financial planning services, selection of other advisers (including private fund managers) services, a Wrap Fee Program and educational seminars and workshop services. Clients may choose from the following specific services:

- Investment Management & Supervisory Services, including:
 - ERISA - Retirement & Employee Benefit Plan Services
 - Managed Account Solutions ("MAS") Program Services
- Financial Planning Services
- Hourly & Fixed Fee Consulting Services
- Educational Seminars & Workshops Services
- Wrap Fee Program Services

Integrated's advisory services are designed and aimed to complement each client's specific needs, as described within its written services contracts (the "Investment Management Agreement" or "Agreement") that disclose, in substance, the scope of service, contract term, advisory fee - or formula for computing the fee, amount or manner of calculation of any pre-paid fee to be returned to the client in the event of non-performance or contract termination, and type of discretionary power granted to Integrated. Final advisory fee structures – which will range from a percentage of assets under management, hourly charges, fixed fees (other than subscription fees), and performance fees, depending upon the service selected, are documented within the client's written Agreement.

Advisor Representatives are restricted to providing the services and fees specified within each client's contract, subject to the client's listed objectives, limitations, and restrictions. Contracts must be completed and executed to engage in Integrated's advisory services, and clients may engage the Adviser for additional services at any time. *(See Item 5: Fees & Compensation and Item 16: Investment Discretion for further details on advisory services fees and account management styles.)*

If requested by the client, Integrated may recommend the services of other professionals for implementation purposes. Other professionals, such as lawyers, accountants, insurance agents, etc., are engaged directly by the client on an as-needed basis. Clients are under no obligation to engage in any recommended professional's services. Clients wishing to engage in such services will

execute a separate agreement by and between the client and their selected referred professional(s). Integrated is not a party to the transaction and does not maintain the authority to accept any client on behalf of any referred professional. Each referred party has the right to reject any Integrated client for any reason or no reason. In selecting a referred professional, the client is responsible for understanding the referred provider's separate contract. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Integrated. *(Note: If a client engages any recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.)*

Client Responsibilities

Integrated's advisory services depend on and rely upon the information received from clients. The adviser cannot adequately perform its obligations and fiduciary duties to the client unless the client discloses an accurate and complete representation of their financial position and investment needs, timely remits requested data or paperwork, provides updates promptly upon changes, and otherwise fulfills their responsibilities under their Agreement. Advisor Representatives will rely upon the accuracy of information furnished by the client or on their behalf without further investigation - Integrated will not be required to verify the information obtained from clients or other professional advisors, such as accountants or attorneys.

Clients will acknowledge and agree to their obligation to promptly notify Integrated in writing if any information material to the advisory services to be provided changes, information previously provided that might affect how their account should be managed occurs, or if previously disclosed data becomes inaccurate. The client or their successor shall also promptly notify us in writing of the client's dissolution, termination, merger, or bankruptcy if the client is other than a natural person and of the occurrence of any other event that might affect the validity of their Agreement or our authority thereunder.

Integrated reserves the right to terminate any client engagement where a client has willfully concealed or refused to provide pertinent information about details material to the advisory services to be provided or individual/financial situations when necessary and appropriate, in its judgment, provide proper financial advice.

Following is a summary description of the specific advisory services covered by this Brochure and the nature of the services. Please consult the applicable client Agreement and fee schedules for additional information regarding each service.

Investment Management & Supervisory Services

Investment management and supervisory services clients undergo an initial interview and discussion to outline their current financial situation, establish risk tolerance, and determine their investment objectives to create a customized investment plan for portfolio management. Multiple aspects of the client's financial affairs are reviewed, with realistic and measurable goals set based on the disclosed information and objectives to define those goals. The details of the advisory relationship and final advisory fee structure are documented within the client's written Investment Management Agreement.

If appropriate for the account type established, Integrated will also create an Investment Policy Statement ("IPS") to aid in selecting a portfolio that matches the client's circumstances. An IPS establishes reasonable expectations, objectives, and guidelines for investing the client's portfolio account assets and sets forth an investment structure detailing permitted account asset classes and allocations. Clients will be assigned to one of several risk profiles with their specific portfolio strategy based on the information gathered and the amount of assets to be managed on their behalf.

It is essential to note that an IPS creates the framework for what is intended to be a well-diversified asset mix whose goal is to generate acceptable, long-term returns at a level of risk suitable to the client. *An IPS is not a contract and is not to be construed as offering any guarantee.* An IPS is an investment philosophy summary intended to guide the client and their Advisor Representative. Clients are ultimately responsible for establishing their investment policy.

According to the client's Agreement, custody of client assets will be held by an independent and separate qualified custodian, who will take possession of the cash, securities, and other assets within the client's portfolio account. Integrated does not maintain physical custody of client funds or securities other than the standard business practice of deducting management fees from client accounts after receiving the client's written permission. Integrated primarily recommends that its clients maintain all investment management accounts at their preferred custodian unless the client directs otherwise. Integrated will then supervise and direct the account's investments, subject to the objectives, limitations, and restrictions listed in the client's written Agreement and IPS. *(See Item 15: Custody and Item 5: Fees & Compensation for additional details.)*

As account goals and objectives will often change over time, suggestions are made and implemented ongoing as the client and Advisor Representative review their financial situation and portfolio through regular contact and annual meetings to determine changes in their financial situation or investment objectives, confirm realistic restrictions on account management and verify if the client wishes to modify any existing restrictions reasonably. Clients should consult their Agreement for complete details. (See "Conflicts of Interest" at the end of this section for other important information.)

ERISA - Retirement & Employee Benefit Plan Services

As part of its investment management services, Integrated also offers **ERISA - retirement and employee benefit plan services**, wherein the Adviser provides investment due diligence, education, and other investment advisory services to clients with employee benefit plans or other retirement accounts for a level fee.

Under this service, Integrated can provide investment due diligence, education, or other investment advisory services to clients with employee benefit plans or retirement accounts for a level fee. As such, the firm is considered a fiduciary under the Employee Retirement Income and Securities Act ("ERISA") and regulations under the Internal Revenue Code of 1986 and must abide by the Impartial Conduct Standards, as ERISA defines. To comply with the Impartial Code Standards, Integrated provides advice to clients based on their best interests and charges no more than reasonable compensation (within the meaning of ERISA Section 408(b)(2) and Internal Revenue Code Section 4975(d)(2)), for such advice. The firm makes no misleading statements about investment transactions, compensation, conflicts of interest, or other matters related to investment decisions and maintains a non-variable compensation structure based on a fixed percentage of asset value or a set fee that does not vary with investment recommendations; instead of commissions or other transaction-based fees.

In connection with such accounts, effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, clients should be aware of the following:

"When we provide investment advice regarding your retirement plan account or individual retirement account, we are fiduciaries within Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, laws governing retirement accounts. The way Integrated is compensated creates conflicts with your interests, so we operate under a special rule that requires us to act in your best interest 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 provide advice that is in your best interest,*
- *charge no more than is reasonable for our services, and*
- *give you basic information about conflicts of interest.*

Integrated benefits financially from the rollover of a client's assets from a retirement account to an account we manage or provide investment advice because the assets increase our assets under management and, in turn, our advisory fees. Integrated's policy as a fiduciary is only to recommend a client rollover retirement assets if we believe it is in the client's best interest. If clients elect to roll their retirement assets to a retirement account subject to our management, they will be charged an asset-based fee as outlined in the Agreement they executed with our Firm. Clients are not contractually or otherwise under any obligation to complete a rollover. If they elect to complete a rollover, they are under no obligation to have their retirement assets managed by Integrated. Integrated will receive no compensation if a client or a prospective client receives a recommendation to leave their plan assets with their old employer."

IRA Rollover Considerations

In determining whether to make an IRA rollover to Integrated, clients must understand the differences between accounts to decide whether a rollover is best for them. Many employers permit former employees to maintain their retirement assets in their company plans. Further, current employees can sometimes move assets from their company plan before retiring or changing jobs. There are various factors Integrated will consider before recommending retirement plan rollovers, including but not limited to the investment options available in the plan versus the other investment options available, plan fees and expenses versus those of alternative account types, the services and responsiveness of the plan's investment professionals versus those of Integrated, required minimum distributions and age considerations, and employer stock tax consequences if any.

To the extent the following options are available, clients wishing to participate in this service should carefully consider the costs and benefits of the following:

- leaving the funds in the employer's/former employer's plan,
- moving the funds to a new employer's retirement plan,
- cashing out and taking a taxable distribution from the plan, and
- rolling the funds into an IRA rollover account.

Each of the above options has advantages and disadvantages. Clients contemplating rolling over retirement funds to an IRA for us to manage are encouraged to first speak with their CPA or tax attorney.

The following are additional points for client evaluation before making any changes:

1. Determine whether the investment options in your Employer's retirement plan address your needs or whether you might wish to consider other investment types:
 - Employer retirement plans generally have a more limited investment menu than IRAs, and
 - Employer retirement plans may have unique investment options not available to the public, such as employer securities or previously closed funds.
2. Consider plan fees - your current plan may have lower fees than Integrated's fees:
 - if you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your Employer's retirement plan and how the costs of those share classes compare with those available in an IRA, and
 - you should understand the various products and services you might take advantage of at an IRA provider and the potential costs.
3. Integrated's strategy may have a higher risk than your plan's option(s).
4. Your current plan may also offer financial advice.
5. If you keep your assets in a 401(k) or retirement account, you could potentially delay your required minimum distribution beyond age 72.
6. Your 401(k) may offer more liability protection than a rollover IRA; each state may vary. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have mainly been protected from creditors in bankruptcies. However, there can be some exceptions to the usual rules, so you should consult an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401(k), but not from an IRA.
8. IRA assets can be accessed at any time; however, distributions are subject to ordinary income tax and may be subject to a 10% early distribution penalty unless they qualify for an exception, such as disability, higher education expenses, or a home purchase.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire Integrated as the manager and keep the assets titled in the plan name.

General Disclosure Regarding ERISA, Retirement & Other Qualified Accounts

When establishing ERISA accounts, Integrated will have plan fiduciaries for discretionary accounts evidence of their authority to retain Integrated's advisory services and appoint Integrated as an "investment manager" within the meaning of Section 3(38) of ERISA for those plans assets that comprise the client's account. The plan fiduciaries will confirm the services described in Integrated's Agreement are consistent with plan documents and furnish accurate and complete copies of all documents establishing and governing the plan. They will also promptly provide us with a copy of all relevant documents, agree that their selected advisory program is consistent with those documents, and will timely notify us, in writing, of any changes to any of the plan's investment policies, guidelines, restrictions, or other plan documents about the plan's investments. If the assets in the account constitute only a part of the plan assets, the plan fiduciary will provide us with documentation of any of the plan's investment guidelines or policies that affect the account.

As ERISA requires, the client will acknowledge Integrated has no responsibility for the overall diversification of all the plan's investments and no duty, responsibility, or liability for any partial plan asset not under advisement. The compliance of any recommendation or investment Integrated's Advisor Representatives make with any such investment guidelines, policies, or restrictions shall only be determined on the date of the recommendation or purchase. The client is responsible for providing us prompt written notice if any investments made for the account are inconsistent with such guidelines, policies, restrictions, or instructions.

Integrated is not responsible for plan administration or performing other duties not expressly outlined in the Agreement. Further, the client is responsible for obtaining and maintaining (at their own expense) any insurance or bonds they deem necessary to cover themselves and any of their affiliates, officers, directors, employees, agents or as otherwise required, in connection with Integrated's Investment Management Agreement. If ERISA or other applicable law demands bonding for the account's assets, Integrated will

ensure bonding is in place to satisfy the obligation to cover the Adviser and all Associates whose inclusion is expected by law. Plan fiduciaries will promptly agree to provide appropriate documents evidencing such coverage upon request. Clients should consult their Agreement for complete details. *(See "Conflicts of Interest" at the end of this section for other important information.)*

Managed Account Solutions Program Services

As part of its investment management and supervisory services, Integrated retains the ability to select, recommend and provide access – after appropriate due diligence, to independent third-party advisers from a select group of registered investment adviser managers participating in its **Managed Account Solutions ("MAS") Program Services**. This service allows clients to establish an account utilizing select Programs developed by third-party managers (collectively referred to as sub-advisers or the "TPMs") with whom Integrated has entered an agreement to make their services available as a co-investment adviser to advise and/or administer clients' accounts.

Integrated will refer only those individuals or entities suitable for its MAS Program services. MAS Program advisers are subject to review by Integrated's standards for inclusion and subject to future change from time to time.

Integrated Advisor Representatives act in a Promoter capacity when referring MAS Program clients for this service. Integrated's role is to verify that clients are appropriate to become MAS Program clients, determine if the potential referred client has assets to invest, confirm the client has a minimum understanding of financial investing, and aid in their understanding of the referred manager's services and advisory contract (the "MAS Program Services Agreement" or "Program Agreement"). Any additional solicitation information provided by Integrated to a referred investor will be prepared and supplied to Integrated for distribution by the referred third-party manager. These materials may include (1) written presentations or oral statements that do not purport to meet the objectives or needs of the specific investor, (2) statistical information containing no expressions of opinions as to the investment merits of particular securities, or (3) other general advisory services.

Clients wishing to engage in this service will execute two (2) advisory account management agreements. Firstly, an Investment Management Agreement with Integrated and an additional but separate MAS Program Services Agreement with the referred manager. As such, the client, as detailed within each referred manager's Program Agreement, will enter an investment advisory, management, or other investment-related arrangements with their selected referred manager. The client, who will sign an acknowledgment receipt, will receive copies of all material operative documentation and disclosures related to such arrangements detailing the nature of the relationship, compensation to Integrated and the TPM, and other general terms of the referred TPM's Program.

Integrated does not maintain the authority to accept any client on behalf of any referred TPM, and referred managers are not responsible for accepting any prospective investor (and possible future client) referred to them by Integrated. Each manager has the right to reject any referred client for any reason or no reason at all. In selecting a referred manager, the client is responsible for understanding the fee and Program Agreement they are executing with the TPM.

Referred clients typically pay the TPM manager a fee between 0.10 and 2.95%, not including referral fees, which vary based on the executed Promoter agreement. Integrated's referral payout is in *addition* to client fees. Integrated will receive revenue from any fees paid when acting in this capacity. Fees shared will not exceed any limit imposed by any regulatory agency. Clients should refer to their TPM Agreement for exact details and amounts. Integrated and referred MAS Program managers are separate, non-affiliated entities. *(See Item 5: Fees & Compensation for additional details on Integrated's advisory fees for this service, Item 14: Client Referrals & Other Compensation for further information on Promoter relationships, and the independent third-party manager's Program Agreement and separate Program prospectus and related disclosure documents for complete information on any fees charged by the independent third-party advisers providing this service.)*

Clients who participate in MAS Programs are typically required to grant full discretionary investment authority to the TPM to manage those assets pursuant to the investment strategy selected by their Advisor Representative and/or client. *(See Item 16: Investment Discretion of the referred manager's Form ADV 2A for additional information on this topic.)*

For all Programs, the client and their Advisor Representative will compile pertinent financial and demographic information to develop an investment program that strives to meet the client's goals and objectives. Data will be compiled to complete the Program's New Account Application and Risk Tolerance Questionnaire, and the client will timely provide other supporting documents and financial information that may be reasonably requested. A MAS Investment Strategy Proposal or Investment Policy Statement ("IPS") will be generated based on the information provided, summarizing recommended investment strategies and setting out objectives and restrictions in managing the client's account. According to the TPM's Agreement, clients may impose reasonable investment restrictions on managing the assets in their accounts. *(Note: For detailed information about Program information and the investment strategies employed in a Program account, please refer to the referred manager's ADV 2, under Item 8 - Methods of Analysis, Investment Strategies & Risk of Loss.)*

Utilizing Program platform tools, the client's assets will be allocated among the different options in their Program. The asset allocation and investment options appropriateness for each client will be determined based on their needs and objectives, investment time horizon, risk tolerance and other relevant factors. Specific account management, authority, and any limitations therein will be dictated by the type of Program Agreement the client enters with each TPM and their investment profile, which is then used to select a portfolio that matches their desired investment plan. The referred manager will then observe the client's arrangements in the executed Program Agreement for exact account management and implementation. The client's investor profile will determine any adjustments made.

According to the referred manager's review parameters, the TPM will review client accounts within the context of the client's stated investment objectives and guidelines and provide statements and reporting according to the Program Agreement's provisions. Because the information clients disclose in their investor profile will help determine their recommended allocation strategy, each client is responsible for promptly communicating to their TPM and Integrated all substantive changes in their financial circumstances, investment objectives, or other information considered material to the advisory relationship as they occur.

Custody of client assets will be held with the client's independent and separate qualified custodian, according to the Program Agreement, who will take possession of the cash, securities, and other assets within the client's referred account. The client's relationship with their referred manager's custodian will be governed by a separate custodial/brokerage account agreement entered directly between the client and the custodian. Outside of deducting advisory fees, Integrated will neither have access to the assets nor the income produced from the client's referred-manager custodial account or physical custody of the client's funds or securities. The client will authorize the deduction of any advisory fees due according to the Program Agreement's provisions and is responsible for all expenses billed by their custodian. Integrated is not responsible for any acts or omissions of the referred manager or custodian, any fees, charges, or other expenses related to the client's referred account, the client's payment of required brokerage or custodial charges/fees, or for ensuring custodian compliance with the terms of the client's brokerage account. *(Please refer to the TPM's Form ADV 2A, Item 15 - Custody for additional details on custodial practices and note that the broker-dealer/custodian does not provide investment advisory services to the Adviser or the Adviser's clients.)*

Envestnet

Integrated typically recommends Envestnet Portfolio Solutions, Inc. ("EPS," CRD #109662 / SEC #801-43579) as its preferred MAS Program manager. EPS, an investment adviser registered with the SEC since 1993, provides investment advisory, management, and multi-product online technology services and products to advisers like Integrated and their end clients. EPS also serves institutional clients such as pension or profit-sharing plans, trusts, estates, and corporations and directly provides advisory and research services to firms. EPS is a wholly-owned subsidiary of its parent company, Envestnet, Inc. (NYSE trading symbol, "ENV"), a publicly held company.

EPS provides Integrated an extensive range of investment sub-advisory services for use with its clients through its Private Wealth Management programs, including Separately Managed Accounts ("SMA"), ActivePassive Portfolios, Unified Managed Accounts ("UMA"), PMC Multi-Manager Accounts ("PMC MMA") and Third-Party Fund Strategists (together, the "Programs" and individually a "Program"). Within these programs, specific investment strategies that are prefaced with "PMC" or "Sigma" designate that the investment strategy is a proprietary strategy of EPS or its affiliated investment adviser Envestnet Asset Management ("EAM"), as opposed to the third-party investment strategies also available in the SMA, UMA, MMA and Third-Party Fund Strategists programs.

EPS also makes available several services within these programs (as defined within the referred Manager's ADV 2A), including the PMC Custom Case Design Service, PMC White Label UMA Service, Strategist UMA, Private Wealth Consulting Service ("PWC"), and Manager Outsourced Consulting Services ("Manager OC Services"). EPS offers its services to Integrated as a sub-advisor to be performed on the client's account at their Advisor Representative's direction. In limited instances, EPS will work directly with the client. In addition to the EPS sub-advisory services offered in the Programs, EPS also offers advisory service tools, whereby EPS provides only administrative and technology services and investment research and due diligence. The selection of services offered by EPS includes but is not limited to:

- assessment assistance of the client's investment needs and objectives,
- investment policy planning assistance,
- assistance in the development of an asset allocation strategy designed to meet the client's objectives,
- recommendations on appropriate style allocations,
- identification of appropriate managers and investment vehicles appropriate for the client's goals,
- evaluation of asset managers and investment vehicles meeting style and allocation criteria,
- engagement of selected asset managers and investment vehicles on behalf of the client,
- ongoing monitoring of individual asset manager's performance and management for "approved" investment strategies,
- automated tools that assist in the review of client accounts to ensure adherence to policy guidelines and asset allocation,
- recommendations for account rebalancing, if necessary,

- online reporting of the client account's performance and progress,
- fully integrated back-office support systems to Advisors, including interfacing with the client's custodian, trade order placement, confirmation and statement generation, and
- access to third-party platforms and strategies through the EPS Platform.

Clients should refer to their TPM's current ADV 2A and Program Agreement for complete details and the Programs available for selection.

The Programs

Integrated will work with clients and EPS to select a MAS Program suitable for their investment needs. Clients will review the referred Manager's disclosure brochures and select from available options. A summary of several TPM Program choices follows:

Separately Managed Accounts ("SMA") Program - the SMA Program is an actively managed or index-ed investment portfolio managed by a roster of independent asset managers (each a "sub-manager") with various disciplines who have been granted discretion. A separately managed account is a portfolio of individually owned securities that can be tailored to fit the client's investing preferences. EPS will assist Integrated with identifying individual asset managers and investment vehicles corresponding to the proposed asset classes and styles, or Integrated may independently identify asset managers. EPS retains the sub-managers for portfolio management services connected with the SMA program through separate agreements between EPS and the sub-manager on appropriate terms and conditions. For many sub-managers, EPS has entered into a licensing agreement with the sub-manager, whereby EPS performs overlay management, administrative and/or trade order placement duties pursuant to the investment directions of the sub-manager. The sub-manager acts as a model provider in such a situation. Clients may also select individual Funds through the SMA program.

Third-Party Fund Strategists Program - this Program includes asset allocation strategies of various mutual fund and ETF asset managers. Each portfolio may consist solely of mutual funds or ETFs or combine both types of funds to pursue different investment strategies and asset-class exposures. Pursuant to a licensing agreement with the Model Provider, Envestnet provides overlay management of the portfolios and performs administrative and trade order placement duties according to the direction of the model provider.

UMA Program ("UMA") - for clients participating in the UMA Program, a single portfolio that accesses multiple asset managers and Funds is recommended, representing various asset classes customized by the client's Advisor Representative. Utilizing the Envestnet tools, the asset allocation models for a particular client are selected, or Envestnet's proposed asset allocations for types of investors fitting the client's profile and investment goals are chosen. Portfolios are further customized by selecting the specific underlying investment strategies or Funds in the portfolio to meet the client's needs. Once portfolio content is established, Envestnet provides overlay management services for UMA accounts and places trade orders based on the investment strategies contained in the UMA portfolio. MMA portfolios may also be offered, created and managed by third-party asset managers that access multiple asset managers and Funds representing various asset classes within the UMA program. A UMA portfolio sub-manager may also be selected within the UMA program, which customizes and manages the single portfolio by selecting the specific, underlying investment strategies or Funds in the portfolio. (See *Strategist UMA* below.)

Client-Directed UMA - is a version of the UMA whereby the Advisor does not exercise investment discretion in selecting the asset allocation or the specific, underlying investment vehicles and strategies used in each sleeve of the UMA portfolio ("client-Directed UMA"). In this Program, the client is provided with recommendations regarding the appropriate asset allocation and the underlying investment vehicles or investment strategies to meet their objectives, but the client directs the investments and changes made to the UMA portfolio, with ultimate responsibility for the selection of the appropriate asset allocation and the underlying investment vehicles or investment strategies. As described previously, EPS provides overlay management services for UMA accounts and places trade orders based on the directions of the investment strategies contained in the UMA portfolio.

PMC Multi-Manager Account Program ("PMC MMA") - includes portfolios created and managed by PMC that access multiple asset managers and Funds representing various asset classes. PMC allocates the portfolios across investment asset classes, using complementary asset managers to create a blend that fits the target investment profile and risk tolerance. PMC includes Funds in PMC MMA to complete the asset class exposure of the asset managers utilized. Because EPS does not have to share management fees with Fund families but does share management fees with third-party Model Providers, EPS has an economic incentive to choose Funds rather than third-party strategist portfolios within the PMC MMA.

Strategist UMA Program ("Strategist UMA") - portfolios created and managed by third-party investment strategists that access multiple asset managers and Funds representing various asset classes. The third-party investment strategist allocates the portfolios across investment asset classes, using complementary asset managers to create a blend that fits the target investment profile and risk tolerance.

Manager OC Services Program - MMA portfolios are created and managed by third-party investment strategists that access multiple asset managers and Funds representing various asset classes. The third-party investment strategists allocate the portfolios across investment asset classes and complementary asset managers to create a blend that fits the target investment profile and risk tolerance, while the Advisor has full discretion over investments. The third-party investment strategists include Funds in the Manager OC Services to complete the asset class exposure of the asset managers utilized.

Other customized portfolio management programs are also available. In selecting a referred third-party manager, the client is responsible for understanding the TPM's Program Agreement, Programs, and fee agreement they are executing with the referred manager. Clients should consult the referred manager's prospectus and related disclosure documentation for precise details concerning the fees they may pay, important manager disclosures, account discretion and custody practices, account investments and risks and Program investment limitations. In short, clients should review all applicable disclosure brochures before participating in any TPM Program.

Integrated receives compensation from third-party advisers, who we recommend that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the TPM. Clients are not obligated to use the services of any referred advisor we recommend, contractually or otherwise. We do not have any other business relationships with the recommended TPMs. (See "Conflicts of Interest" at the end of this section for other important information.)

Financial Planning Services

Integrated offers broad-based personal **financial planning services** tailored to the client's needs and differentiated by the scope and depth of the areas to be addressed, analysis complexity, recommendations developed, deliverables created, and presentation. The scope of services is determined between the client and Advisor Representative.

Financial planning services can take the form of one-on-one advice on investment matters or other guidance as contracted by the client and will range from comprehensive financial planning to consulting on a particular issue, including a focus on topics such as lifestyle objectives, retirement planning, planning for major purchases, long-term care needs, estate planning issues or other financial planning or consulting services needs as designated. A financial plan may include but is not limited to a net worth statement, cash flow statement, review of investment accounts - including reviewing asset allocation and providing repositioning recommendations, strategic tax planning, a review of retirement accounts and plans - including recommendations, insurance policy analysis and recommendations for changes, if necessary, one or more retirement scenarios, estate planning evaluation and recommendations, and education planning with funding guidance.

Clients will execute a Financial Planning Agreement setting forth the terms and conditions of the engagement, including termination, describing the services' scope and the fixed or hourly fees due before Integrated commencing services. The final fee structure will be documented within the executed Agreement.

Depending on the scope of the assignment and the complexity of the planning to be performed or advice to be given, financial planning services can take approximately one week to two months. Financial plans are based on the client's financial situation *when the plan is presented and the financial information disclosed by the client to Integrated*. Since financial planning is a discovery process, situations occur wherein the client is unaware of specific financial exposures or predicaments. If the client's case differs substantially from what was disclosed at the initial meeting, a revised fee will be provided for review and acceptance. When a fee increase is necessary, the client must approve and agree to the scope change before any additional work is performed. In such cases, we will notify the client to obtain this approval. (See Item 5: Fees & Compensation for additional details.)

As with all Integrated advisory services, the expectation is that the client will promptly notify the Adviser in writing of any material changes in assets, net worth, indebtedness, or planning objectives that the Adviser would not otherwise know. The client or their successor shall also promptly notify Integrated in writing of (a) the dissolution, termination, merger, or bankruptcy of the client if the client is other than a natural person and (b) the occurrence of any other event which might affect the validity of their Financial Planning Agreement or Integrated's authority thereunder.

Financial planning engagements terminate upon delivery of the written plan. Additional reviews may be conducted upon request, and written updates to the financial plan may be provided in conjunction with the review. Updates to financial plans may be subject to our then-current hourly rate, which the client must approve in writing and before the update.

Financial planning services may be the only service provided to the client. Executing a Financial Planning Agreement neither constitutes an agreement for nor requires that the client use or purchase investment advisory or other services offered by Integrated, or any insurance or other products or services offered by any advisory Associate as a result of any business activities in which they may participate outside their advisory activities with the Adviser. Neither Integrated nor the Advisor Representative will have

discretionary investment authority when offering financial planning or consulting services. The services do not include implementing or monitoring the Advisor Representative's recommendations to the client. If the client receives a written financial plan, the plan will not include information or analysis concerning liability risks, tax planning, or tax preparation services. If such services are necessary, the client shall be responsible for obtaining them from one or more third parties.

Integrated reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in its judgment, to provide proper financial advice. Clients should consult their Financial Planning Agreement for complete details. *(See "Conflicts of Interest" at the end of this section for other important information.)*

Hourly & Fixed Fee Consulting Services

Integrated provides consulting **hourly and fixed-fee consulting services**, on investment and non-investment-related matters, on a separate fee basis, available for clients who need advice on a limited scope of work. After completion of a Consulting Services Agreement, the services generally include receiving a written financial plan consistent with the client's financial status, investment objectives, and tax status, which may include any combination of the following: lifestyle objectives, retirement or significant purchase planning, life and disability insurance requirements, long-term care needs, and estate planning issues.

If requested by the client, Integrated may recommend the services of other professionals for implementation purposes. As with all recommendations, the client is not obligated to engage any recommended professional's services or act upon any recommendation provided. The client retains absolute discretion over all such implementation decisions and is free to accept or reject Integrated's recommendation regarding this or any other Integrated advisory services in which they engage. This type of service also does not constitute an agreement for client management or advisory services. The client is responsible for determining whether to implement any recommendations by the Advisor Representative and placing any resulting transactions.

After engagement completion, Integrated and the Advisor Representative do not provide ongoing consulting or management services or have discretionary authority for the client's assets. Clients should consult their Consulting Services Agreement for complete details. *(See "Conflicts of Interest" at the end of this section for other important information.)*

Educational Seminars & Workshops Services

Integrated provides complimentary investment **educational seminars and workshops services** on various investment topics "as-announced" for groups seeking general instruction on investments and other personal finance areas. Seminar and workshop content varies depending on attendee needs and does not involve selling investment products. The information presented will not be based on any individual's needs. Advisor Representatives will not provide personalized investment advice to attendees during such events. Integrated provides investment advice only if engaged independently and where the attendee's individualized financial information, investment goals, and objectives are known. Any materials provided are for general educational purposes only and do not deliver specific accounting, investment, legal, tax, or other professional advice. Attendees have no obligation to schedule a consultation, purchase services from Integrated or affiliates, or become clients. Integrated observes the Adviser's privacy practices with respect to the sharing of seminar and workshop services information. *(See Item 10: Other Financial Industry Activities & Affiliations.)*

Conflicts of Interest

Please note that Integrated has an inherent conflict of interest in offering and providing the above advisory services, giving the Adviser or its Advisor Representatives an incentive to recommend clients use advisory or third-party referred manager services based on the compensation received rather than client needs. Integrated mitigates this conflict by placing client interests first, always. While clients can purchase recommended investment products through Integrated or other brokers or agents not affiliated with the Firm, they are not obligated to act upon the Adviser's recommendations. Further, if they act on any recommendations received, they are under no obligation to effect the transaction through Integrated, its Advisor Representatives, Associates, or any other third party. Clients may act on the firm's recommendations by placing securities transactions with any brokerage firm or third party.

Clients are not obligated to act upon any recommendations or purchase any additional products or services offered. If they elect to act on any recommendation received, they are not obligated to place the transaction through Integrated or any recommended third party. The client may act on recommendations by placing their business and securities transactions with any brokerage firm or third party. Integrated does not represent that the products or services offered are at the lowest available cost - clients may be able to obtain the same or similar products or services at a lower price from other providers. Additional details of how Integrated mitigates conflicts of interest can be found in the Adviser's comprehensive written compliance supervisory policies and procedures and Code of Ethics. Integrated's Code is available for review free of charge to any client or prospective client upon request.

Types of Investments

Integrated will generally provide investment and portfolio asset allocation advice and management on the following investment types:

- equities (*stocks*),
- corporate debt securities,
- exchange-traded funds
- investment company securities - variable life insurance, variable annuities, and mutual funds shares (*no-load/ low-load*),
- warrants, and
- U.S. government securities.

Although Integrated provides advice predominately on the products listed above, the Adviser reserves the right to offer advice on any investment product deemed suitable for a client's specific circumstances, tailored needs, individual goals, and objectives. Integrated avoids market timing but will increase cash holdings when necessary. Although we primarily advise on the items listed above, we may offer advice on various investments based on your stated goals and objectives. We may also advise on any investment held in your portfolio at the inception of our advisory relationship. We reserve the right to offer advice on any investment product deemed suitable for a client's specific circumstances, needs, individual goals, and objectives. We will also use other securities to help diversify a portfolio when appropriate.

As a fiduciary, an investment adviser is expected to provide investment advice in the client's best interest. When recommending investments in mutual funds, it is Integrated's policy to consider all available share classes and to select the most appropriate share classes based on various factors, including but not limited to minimum investment requirements, trading restrictions, internal expense structure, transaction charges, availability, and other factors. Institutional share class mutual funds typically cost less than other share classes. Generally, they do not have an associated 12b-1 fee, leading to a lower overall expense ratio than other class shares of the same mutual fund. Therefore, in most cases, it will be in the client's best interest to recommend or purchase share classes with the lowest cost – typically, institutional share class.

Integrated avoids market timing but will increase cash holdings when necessary. *(Please note that an investment in money market funds is not insured or guaranteed by the FDIC or other government.)*

Client Tailored Services

Integrated offers all its clients the same suite of tailored services as described herein. However, some clients will require only limited services due to the nature of their investments. Limited services are discounted at the Adviser's discretion, as detailed herein and defined in each client's written Agreement.

Client-Imposed Restrictions

Investment management and supervisory services clients who engage Integrated on a discretionary basis may, at any time, impose restrictions, in writing, on the Adviser's discretionary authority. Clients may restrict investing in particular securities or security types according to their preferences, values, or beliefs. They may also amend/change such limitations by providing written instructions. Reasonable efforts are used to comply with client investment guidelines by standard industry practices.

Upon receiving a client's written restrictions, Integrated will discuss the restriction request's feasibility to ensure expectations are met and confirm the client's acknowledgment and understanding of imposed restriction's possible outcomes. In imposing restrictions, it is essential to note that such conditions can affect a client's account performance and result in variations from a similarly managed account without restrictions. Client-imposed account restrictions and variations could result in positive or negative performance differences for their portfolio compared to the investment program's performance composite. Investment structures recommended can also prevent controlling a client's specific outcome.

In no event and regardless of the advisory service provided is the Adviser obligated to make any investment or enter any transaction it believes in good faith would violate any federal or state law or regulation. If client-imposed restrictions prevent a client's account's proper servicing or require substantial deviations from recommendations, Integrated reserves the right to end the client relationship.

Third-party management services clients may impose restrictions on their TPM Program Accounts according to the referred manager's Program Agreement.

Wrap Fee Program

As part of its services, Integrated and certain of its independent investment professional DBA entities that offer their advisory services through Integrated will provide investment and portfolio management services via a **Wrap Fee Program**, a transaction fee rebate program that differs from a regular advisory services account in that clients receive both investment advisory management services and the execution of securities brokerage transactions, custody, reporting, and related services for a specified, bundled asset-based

fee (the "Program Fee" or "Wrap Fee" - a single fee that covers both advisory services and certain transaction costs). Assets in the Wrap Fee Program are regularly monitored, and investment strategy purchase and sale transactions are based on the client's specific needs and investment goals.

Generally, Integrated considers its **Managed Account Solutions ("MAS") Program services** a Wrap Fee Program. Integrated receives a portion of the wrap fee for the services we provide.

Before participating in the Wrap Fee Program, clients will be required to enter into a separate written Wrap Fee Program Agreement with Integrated that sets forth the terms and conditions of the engagement and describes the scope of services to be provided and the fees to be paid. The annual wrap fee for participation depends upon the market value of the client assets under our management. Clients will invest by establishing one or more accounts (the "managed accounts" or "accounts"), each of which is reviewed for qualification and suitability. Appropriateness will be determined based solely on the Program's cost-effectiveness to the client.

The SEC rules require that a Wrap Fee Program brochure be given to the client before entering into this program contract. Please see our ADV Part 2A Appendix 1 Brochure for more information on this service and each independent advisory entity's Form ADV Part 2A - Appendix I Wrap Fee Brochure, as applicable, for additional important information about the Wrap Fee Program services they offer, including any associated fees and charges.

Assets Under Management

As of March 24, 2023, the Adviser's assets under management total is \$3,553,521,550. The following represents client assets under management by account type:

Account Type	Assets Under Management
Discretionary	\$ 3,275,044,397
Non-Discretionary	\$ 278,477,153
Total	\$ 3,553,521,550

ITEM 5: Fees & Compensation

Integrated's advisory clients agree to pay an asset-based advisory fee calculated according to the indicated fee schedules.

Under the Investment Advisers Act of 1940's "Brochure Rule," investment advisers must provide a written disclosure statement to their clients. A copy of Integrated's Form ADV Part 2A Brochure and the applicable DBA Advisor Representative's Part 2B Brochure Supplement will be provided to clients before or during client Agreement execution.

Unless clients receive these important disclosure documents at least 48 hours before signing their Investment Management Agreement, they may terminate their Agreement with Integrated within five (5) business days of Agreement execution without incurring any advisory fees.

(Note: Advisers offering impersonal investment advice paid less than \$500 per year do not have to adhere to the client Brochure Rule.)

Advisory Services Fees

The following describes how Integrated is compensated for each of its advisory services.

Fee Negotiation Availability

Under certain circumstances, all advisory services fees are negotiable up to the maximum annual rates listed herein, subject to certain limitations and approval by Integrated. The Adviser, in its sole discretion, may charge lesser fees or choose to reduce or waive minimum fees for services based upon specific criteria such as a pre-existing financial planning client, anticipated future earning capacity, expected additional assets, the amount of client assets under management, related accounts, account composition, client negotiations, and *pro bono* activities, among others. At Integrated's discretion, certain accounts for members of a client's family or otherwise may be assessed fees based on the total balance of all accounts. Integrated will only accept clients with less than the minimum portfolio size if, in the Adviser's opinion, the smaller portfolio size will not cause a substantial increase in investment risk beyond the client's identified risk tolerance.

According to the selected advisory services, final fee structures will be reflected in each client's written Agreement.

Integrated believes that the charges and fees offered are competitive with alternative programs available through other firms that may provide a similar range of services; however, lower fees for comparable services, at times, may be available from other sources. While the Adviser seeks to facilitate advantageous agreements for clients, to the extent fees are negotiable, some clients may pay higher (more >) or lower fees (< less) than other clients for services depending on factors such as account total assets under management, the number of related investment accounts, inception date, or other considerations, than if they had contracted directly with another provider. In all cases, clients are responsible for any tax liabilities that result from any transactions.

Regardless of fee negotiation availability, a client will not be required to pre-pay an Integrated advisory fee more than six months in advance in excess of \$1,200.

Investment Management & Supervisory Services

Integrated provides **investment management and supervisory services** on a fee-only basis based on the value of the assets to be managed, the work to be provided, and the complexity of their situation. Investment management and supervisory services require a minimum portfolio value of \$50,000. If engaged, Integrated will charge an annual fee of up to 2.95%, based upon a percentage of the market value of the client's assets under management, calculated and billed consistent with the Adviser's disclosure documents and each client's contracts' compensation arrangements.

Individual client account fees will vary depending on the selected Program's investment options and the fee schedule of each Integrated advisory group's practices. However, in all cases, the Advisor Representative's advisory practices must ensure that the advisory fees they assess clients are accurate, up-to-date, and aligned with Integrated's disclosures, up to the maximum annual rates listed herein. Clients should refer to the individual brochure of each advisory group for specific details. *(Note: Lower fees for comparable services can sometimes be available from other sources.)*

Each client's executed Agreement will indicate the final advisory fees and fee-payment arrangements before the delivery of any advisory services.

Fee Billing & Payment

Integrated's annual **investment management and supervisory services** fees are prorated, billed monthly or quarterly, and payable in advance or arrears according to the client's Agreement, based on a percentage of assets under management as of the last day of the preceding quarter. The first quarter's fees shall be calculated on a pro-rata basis.

Clients will choose how they wish to be billed and indicate their fee billing and payment preference on their advisory services Agreement. Clients may have their fees directly debited from the account held at their custodian of record or billed. Integrated will not access client funds for fees without written client consent.

Clients who wish to have their fees directly debited will authorize Integrated in writing to deduct any advisory fees due from their custodial account directly and provide their custodian with authorization to deduct such amounts when due and remit them straight to Integrated. Payment for management fees will be made by the qualified custodian holding the client's funds and securities. Integrated will calculate the advisory fees due based on the client's Agreement. The account custodian does not verify the accuracy of Integrated's advisory fee calculation. Upon receiving Integrated's instructions, the qualified custodian will automatically deduct and pay Integrated from the client's account the fee amount due at the quarter's end, regardless of the portfolio's market performance during the preceding quarter. *(Please note that when authorized by the client to debit advisory fees from client accounts, Integrated is deemed to have custody of client assets to the extent the adviser is permitted to instruct custodians to deduct advisory fees due.)*

Integrated will direct the client's custodian to deliver to the client at their account address of record - or another authorized address, as otherwise designated by the client in writing, a statement reflecting the fee amounts paid to Integrated for the quarter in question. Clients who do not receive statements directly from their custodian should promptly contact their custodian and Integrated to advise them of the missing items.

Integrated urges clients to review any custodial account statements received upon receipt and compare them against the appropriate benchmark for their portfolio and any periodic portfolio report or data they may receive from us to ensure the accuracy of account transactions. Information from us may vary based on accounting procedures, reporting dates, or valuation methodologies.

Clients who wish to be billed by Integrated for their advisory services fees will authorize this form of payment in writing on their advisory Agreement and request that Integrated invoice them directly monthly or quarterly for any fees due. Clients will then make fee payments to Integrated by separate check or credit card within 45 days of invoice receipt. Under no circumstance will any Integrated advisory fees be deducted from amounts they hold within their custodial account(s). *(See Item: 15: Custody for additional details.)*

Additions, Withdrawals & Terminations

Additions, withdrawals, and terminations to **investment management and supervisory services** client accounts are governed by the Agreement the client signs directly with Integrated.

Clients may make cash or securities additions to their accounts at any time. Integrated reserves the right to liquidate any transferred securities or decline to accept particular securities into the client's account. If Integrated liquidates transferred securities, clients may be subject to additional fees such as transaction fees, other fees assessed at the mutual funds level such as contingent deferred sales charges, and tax ramifications.

Clients may withdraw from their accounts at any time in cash or securities. Withdrawals are subject to the usual and customary securities settlement procedures. Additionally, if the client transfers their account to another firm, they may pay an outgoing account transfer fee.

Terminations can be made to Integrated Agreements by written notice without penalty within five (5) business days after the Agreement execution date. After that, the contracts between Integrated and the client will continue according to the Agreement's provisions, which state either party may terminate the Agreement without penalty upon 30 days written notice to the other party, following the Agreement's provisions. (A "business day" shall be any day when the New York Stock Exchange is open for trading.)

Terminations become effective on receipt of such notice and will not affect:

- the validity of any action previously taken by the Adviser under the Agreement,
- liabilities or obligations of the parties from transactions initiated before termination of the Agreement, or
- the client's responsibility to pay management and other fees due, pro-rated through the termination date.

The annual services fee will be pro-rated through the termination date. At termination, after the prior full billing period, the portfolio value will be used as the basis for the fee computation, adjusted for the number of days during the billing period before termination. Based on the termination date, any pre-paid, unearned fees will be promptly refunded to the client on this pro-rata basis. If the client is a natural person, the client's death, disability, or incompetency will not terminate or change the terms of an Agreement. However, the client's executor, guardian, attorney-in-fact, or another authorized representative may terminate the client's Agreement by providing written notice to Integrated. Before termination, all directions given or actions taken or omitted by Integrated before the effective Agreement termination shall be binding upon the client and any successor or legal representative.

Upon the termination of an Agreement, Integrated will not possess any obligation to recommend or take any action with regard to the securities, cash, or other investments in a client's account and will no longer be entitled to receive fees from the termination date.

Clients should refer to their Investment Management Agreement for complete details.

ERISA - Retirement & Employee Benefit Plan Services

ERISA - retirement and employee benefit plan services fees are billed and payable according to the preceding investment management and supervisory services schedules. Account additions, withdrawals and terminations also follow the same procedures. Clients should refer to their Agreement for complete details.

Managed Account Solutions ("MAS") Program Services

Integrated fees for **managed account solutions ("MAS") program services** investment portfolios are based on a percentage of assets managed within the client's referred Program account. Integrated's fees, as indicated above, are charged in addition to each third-party manager's fee. As disclosed herein, the fees shared will not exceed the limits imposed by any regulatory agency. Integrated's portion of the total management fee represents the maximum fee it may earn under its referral Program.

Fee Billing & Payment

According to the **managed account solutions ("MAS") program services** Program Agreement, clients enter with the referred manager; fees are billed and payable quarterly in advance or arrears. At the account's inception(s), the first pay period's fees will be calculated pro-rata. Integrated does not participate in the referred manager's advisory fee calculation. Final fee structures will be designated within the client's executed Program Agreement, with fee billing/payment following the Program Agreement's terms. TPM Program clients should review all applicable disclosure brochures before participating in any TPM Program. It is important to note that the client's referred managers can charge fees in addition to the above fee schedule and will typically reserve the right to reduce or waive the fee at their sole discretion. Added fees and expenses can be charged by investments in the portfolio's model(s). Such fees will be paid out of the client's account assets and are *in addition to* the fees clients pay to Integrated and any third-party referred managers.

Integrated does not receive any portion of the separate commission fees or costs associated with Program client accounts.

As the services from Integrated and the Program are available through other companies at differing prices, Integrated encourages the client to review the components that determine charges and service calculations. Factors for consideration should include but are not limited to account size, type(s) of account(s), transaction charges, the range of advisory services, and each service's ancillary charges. Integrated urges Program clients to discuss any questions or concerns with their Advisor Representative and referred manager.

Additions, Withdrawals & Terminations

Additions, withdrawals, and terminations to **Managed Account Solutions ("MAS") Program services** client accounts will also be governed by the separate Program Agreement the client signs directly with the referred manager. Program Agreements will continue until the client or third-party manager terminates the relationship by written notice to the other. The TPM is responsible for refunding unearned Program fees per the Program Agreement's terms. If the total value of the client's account or aggregated accounts falls below the TPM's minimum account size for a withdrawal or other reason, the TPM may terminate their Program Agreement. Before participating in any referred manager Program, clients should review all applicable disclosure brochures, investor profiles, and TPM Program Agreements for complete details. *(Please refer to the Wrap Fee Program's Form ADV Part 2A - Appendix I for a complete description of the Program, fees, and services.)*

Financial Planning Services Fees

Financial planning services fees are predicated upon the facts known at the start of the engagement. The minimum annual flat-rate fee for financial planning is \$500 (or \$125 each quarter if paid four times a year vs. annually). Based on the client's services, fees can range higher to engage with Integrated as defined in each client's written and executed Financial Planning Agreement. At Integrated's discretion, limited services are offered at a discounted rate.

Since financial planning is a discovery process, situations occur wherein the client is unaware of specific financial exposures or predicaments. If the client's situation differs substantially from what was disclosed at the initial meeting, a revised fee will be provided for a mutual agreement. Agreements may be amended only by the client and Integrated's mutual written consent. Ultimately, fees will be determined at the discretion of the Advisor Representative assigned to the account based on the required resources and plan complexity. If a financial planning services fee increase is necessary, the client must approve the scope change before any additional work is performed.

Financial planning fees are billed in advance when the Financial Planning Agreement is executed and payable within ten (10) days of invoice presentation. Clients may directly authorize deducting these fees from their custodial account or pay them via check or credit card. After plan delivery, future fact-to-face meetings and follow-up implementation work may be scheduled as necessary free of charge for up to 3 months. The client will receive a fee refund upon delivery of the completed financial plan. Alternatively, Integrated may require the client to pay an initial retainer of 50% of the estimated financial planning fee before any services are rendered. The remaining balance is payable upon completion of the contracted services.

Integrated is not responsible for any additional fees, commissions, expenses, or charges related to the transfer of assets from any other investment manager or advisor, real estate transactions or other expenses associated with real property transactions, or fees related to any major purchases or other transactions the client effects. The client's responsibility is to remit payment for the administrative expenses and fees due to the TPMs by Integrated for the financial plan and timely resolve such additional fees, commissions, expenses, or charges.

Hourly & Fixed Fee Consulting Services Fees

Hourly and fixed fee consulting services are provided for either a flat, fixed fee computed on a project basis or a (negotiable) hourly fee of \$500, as defined in each client's written contract. Fees are paid in arrears, due upon completion of the consulting service and can be paid by direct debit from the account held at their custodian of record or billed and paid by check within fifteen (15) days of invoice receipt. Clients should refer to their Agreement for more detail.

If a fixed-fee project terminates before project completion, Integrated will determine the project's percentage based on the hourly rate and the number of hours already expended. If less than one-half of the project is finished, a refund will be made for any unearned fees. If more than one-half of the project is complete, the client will be invoiced for the additional time expended over fees already paid. Integrated will invoice the client for any work finalized through the termination date if an hourly agreement is terminated before completing agreed-upon services. Clients should refer to their Consulting Services Agreement for more detail.

Wrap Fee Program Services

Integrated's **Wrap Fee Program services** fees are assessed according to the fee schedule reflected in the wrap fee brochure. Based upon a percentage of the market value of the client's assets under management, fees calculated and billed consistent with the

Adviser's disclosure documents and each client's contracts' compensation arrangements will not exceed 2.95%. Account additions, withdrawals and terminations will also follow the *(Please refer to the Wrap Fee Program's Form ADV Part 2A - Appendix I for a complete description of the Program, fees, and services.)*

Educational Seminars & Workshop Fees

Educational seminars and workshops are provided free of charge.

Conflicts of Interest

Please note that most Integrated advisory clients will pay a fee based on a percentage of the assets under advisement. This compensation method can sometimes lead to conflicts of interest between our firm and the client regarding our advice. As the services available from Integrated can be found through other companies at differing prices, we recommend clients review the components that determine charges and service calculations. Factors for consideration should include but are not limited to account size, type(s) of account(s), transaction charges, the range of advisory services, and each service's ancillary charges. Integrated urges clients to discuss any questions or concerns with their Advisor Representative.

Other Fees & Expenses

Clients should note that Integrated's fees are exclusive of bank or custodial fees, brokerage commissions, transaction fees, and other related costs and expenses a client may incur. Some examples of these fees can include but are not limited to custodial fees, trading charges for odd-lot differentials, fixed income, or other transactional costs, including mark-ups, mark-downs, commissions, and dealer profits, charges imposed directly by exchange-traded funds in the account - which will be disclosed in the applicable fund's prospectus, wire transfer and electronic fund fees, or other costs and taxes on brokerage accounts and securities transactions. A third party can also impose fees for services elected by their clients, such as certificate delivery, American Depositary Receipts ("ADRs"), and transfer taxes mandated by law. Specific portfolios can also include transactions in foreign securities and execution on foreign stock exchanges, resulting in other transaction expenses. ETFs and other managed products or partnerships can also be in clients' portfolios. Clients can be charged for the services by the providers/managers of these products, and the advisory management fee paid to Integrated.

Charges can be imposed directly by mutual funds, and mutual fund shares held in client accounts may be subject to 12b-1 fees, short-term redemption fees, and other annual fund expenses. No-load or load-waived mutual funds used in client portfolios would not have initial or deferred sales charges; however, if a fund that imposes sales charges is selected, the client may pay an initial or deferred sales charge. Mutual funds pay advisory fees to their managers, which are indirectly charged to all mutual fund shareholders. Clients with mutual funds in their portfolio effectively pay the adviser and any third-party manager, custodian, and mutual fund manager to manage their assets. Each fund's prospectus fully describes fees and costs, which clients must carefully consider. The fees paid to Integrated are separate from the fees and expenses charged by mutual funds.

As a client could invest in a mutual fund or investment partnership directly, without the services of Integrated, they should review both the fees charged by the funds and the applicable program fee charged by the adviser to evaluate the advisory services being provided fully and understand the total amount of fees to be paid by them. *(Please note Integrated does not accept commission-based compensation nor receive mutual fund 12b-1 fees.)*

Clients may also incur "account termination fees" upon transferring an account from one brokerage firm (broker-dealer/custodian) to another. These account termination fees can range significantly from a nominal fee to several hundred dollars but can be much higher. Clients should contact their account custodians to determine the amount of account termination fees charged and deducted from their accounts for any accounts that may be transferred. *(Please also see Item 12 - Brokerage Practices for additional details.)*

Integrated believes that the charges and fees offered within its program are competitive with alternative programs available through other firms offering similar services; however, lower fees for comparable services may be available from other sources. For example, a client could invest in mutual funds directly. In that case, the client would not receive the services provided by Integrated, which are designed, among other things, to assist them in determining which investments are most appropriate for their financial condition and objectives, the ability to undertake a disciplined approach to portfolio rebalancing while taking into account the tax ramifications of same and the avoidance of ad hoc emotional reactions to shorter-term market events. Further, some of the funds may not be available to the client directly without the use of an investment adviser granted access to such investments.

Integrated encourages clients to speak with their Advisor Representative directly about any questions about our fees and compensation.

ITEM 6: Performance-Based Fees & Side-By-Side Management

Performance-based fees are fees based on a client's account's share of capital gains or appreciation. Side-by-side management refers to managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

Integrated provides its services for an advisory fee based upon a percentage of a client's assets under management by state and federal requirements. Fees are not based on a share of managed securities' capital gains or capital appreciation. However, the Adviser may employ certain investments with a performance fee in which Integrated does not participate. These investments' offering or private placement memorandum explains and provides the amounts of such performance fees. Further, as discussed in each entity's disclosure brochure, certain Integrated Advisor Representatives who offer advisory services through DBAs can charge performance fees, as disclosed within the advisory entity's Form ADV disclosure documents.

ITEM 7: Types of Clients

Client Types

Integrated typically provides discretionary and non-discretionary investment advice and management supervisory services to high-net-worth individuals, trusts, estates, charitable organizations, pension & profit-sharing plans, corporations and business entities. Client relationships vary in scope and length of service.

Minimum Account Size

Investment management and supervisory services and **ERISA - retirement and employee benefit plan service** clients require a minimum account size of \$50,000.

The minimum account size for separate advisory group **Wrap Fee Program services** clients will vary, as reflected in each group's Form ADV Part 2A - Appendix I disclosure brochure.

At their sole discretion, Advisor Representatives may negotiate to waive stated account minimums or charge a lesser management fee based upon specific criteria such as a pre-existing financial planning client, anticipated future earning capacity, expected future additional assets, the dollar amount of assets to be managed, related accounts, account composition, negotiations with the client, and *pro bono* activities, among others. Smaller portfolio accounts will only be accepted if, in the sole opinion of Integrated, the lesser account size will not cause a substantial increase in investment risk beyond the client's identified risk tolerance. The portfolios of family members may also be aggregated to meet minimum account requirements. (See *Item 5 - Fees & Compensation, Fee Negotiation Availability* for additional details.)

The minimum account size required by third-party managers under Integrated's **Managed Account ("MAS") Program services** may be higher than Integrated's, as disclosed in each TPM's Program Agreement. (Note: In selecting a referred manager, the client is responsible for understanding the account minimums, requirements, and fee agreement they are executing with the referred manager.)

Clients do not require account establishment or minimums to participate in **hourly fixed-fee and financial planning consulting services**.

Educational seminars and workshop services are provided free of charge.

ITEM 8: Methods of Analysis, Investment Strategies & Risk Of Loss

Methods of Analysis

Integrated provides customized investment recommendations based on each client's specific circumstances and investment objectives, as stated by the client during consultations. The information clients supply will become the basis for a strategic asset allocation plan to meet best the client's expressed personal short and long-term financial goals and objectives.

Portfolio investment advice also considers client income needs, time horizon, risk tolerance, expected rates of return, and asset class preferences, among other factors. Reviews may include but are not limited to cash flow and liquidity requirements details, tax considerations, estate planning, risk management, and other items significant to the client's financial situation. And existing investments will typically also be evaluated to determine whether they harmonize with the client's financial objectives.

In all cases, the client's Advisor Representative will rely upon the accuracy of data furnished by the client or on their behalf without further investigation and is not required to confirm the information obtained from clients or their other professional advisors.

Investment Strategies

We use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

Charting Analysis - involves the gathering and processing price and volume pattern information for a particular security, sector, broad index or commodity. This price and volume pattern information is analyzed. The resulting pattern and correlation data detect departures from expected performance and diversification and predict future price movements and trends. Risk: Our charting analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security, and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Cyclical Analysis - a technical analysis involving evaluating recurring price patterns and trends. Economic/business cycles may not be predictable and fluctuate between long-term expansions and contractions. Risk: The lengths of economic cycles may be difficult to predict with accuracy, and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and, consequently, the changing value of securities that would be affected by these changing trends.

ESG Criteria - an additional level of scrutiny is added to the Environmental, Social, and Governance ("ESG") criteria. Investments are typically screened using ESG criteria through reputable sources (i.e., examples can include Morningstar, Bloomberg Sustain, YCharts, FactSet, etc.). The purpose is to seek additional risk management and long-term value by investing in companies that positively impact the world and avoid companies that don't take responsibility and care of all stakeholders, including; shareholders, communities, the environment, and the supply chain. ESG screening has risks, including that it may not encompass all environmental, social or governance issues and that such an approach may not lead to greater portfolio performance.

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the actual value of the company's stock compared to the current market value. Risk: The risk of fundamental analysis is that information obtained may be incorrect, and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long time, generally greater than one year. Risk: Using a long-term purchase strategy generally assumes the financial markets will go up in the long term, which may not be the case. There is also the risk that the segment of the market you are invested in, or perhaps just your particular investment, will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short term in other investments.

Modern Portfolio Theory - a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk or equivalently minimize risk for a given level of expected return by carefully diversifying the proportions of various assets. Risk: Market risk is that part of a security's risk common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.

Option Writing - a securities transaction that involves selling an option. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell a particular security at a specified price on or before the option's expiration date. When an investor sells a call option, they must deliver a specified number of shares to the buyer if the buyer exercises the option. When an investor sells a put option, they must pay the strike price per share if the buyer exercises the option and will receive the specified number of shares. The option writer/seller receives a premium (the option's market price at a particular time) in exchange for writing the option. Risk: Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an investor's risk can be unlimited.

Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period, generally less than one year, to take advantage of the securities' short-term price fluctuations. Risk: Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short term, which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. Many factors can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a more negligible impact over extended periods.

Trading - we may use frequent trading (generally selling securities within 30 days of purchasing the same securities) as an investment strategy when managing your account(s). Frequent trading is not a fundamental part of our overall investment strategy, but we may use this strategy occasionally when we determine that it is suitable given your stated investment objectives and risk tolerance. This may include buying and selling securities frequently to capture significant market gains

and avoid significant losses. Risk: When a frequent trading policy is in effect, there is a risk that investment performance within your account may be negatively affected, mainly through increased brokerage and other transactional costs and taxes.

Our investment strategies and advice may vary depending on each client's financial situation. As such, we determine investments and allocations based on your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs, and other suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. **It is essential that you notify us immediately with respect to any material changes to your financial circumstances, including, for example, a change in your current or expected income level, tax circumstances, or employment status.**

While Advisor Representatives may provide advice on any investment held in a client's portfolio at the inception of the advisory relationship and explore other investment options at the client's request, they reserve the right to advise clients on any other type of investment deemed suitable based on the client's stated goals and objectives.

When balancing portfolios, Advisor Representatives will consider only the account's managed assets, not other investments the client may hold elsewhere.

Practices Regarding Cash Balances In Client Accounts

Client cash balances are usually invested in FDIC-insured deposit accounts, money market funds, or FDIC-insured certificates of deposit. In most cases, at least a partial cash balance will be maintained to allow for the debit of advisory fees or anticipated cash distributions to clients. Integrated will manage client account cash balances based on the yield and the financial soundness of money markets and other short-term instruments. *(Note: Investment products are usually not FDIC insured, insured by any federal government agency, a deposit, other obligation, or guaranteed by the Adviser.)*

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless expressly agreed otherwise in writing, tax efficiency will not be our primary consideration in managing your assets. Regardless of account size or other factors, we strongly recommend that clients consult with a tax professional regarding investing their assets.

Custodians and broker-dealers must report the cost basis of equities acquired in client accounts. Custodians will typically default to the First-In-First-Out ("FIFO") accounting method for calculating your investments' cost basis. Clients are responsible for contacting their tax advisor to determine if this accounting method is the right choice for them. If your tax advisor believes another accounting method is more advantageous, provide written notice to our firm immediately, and we will alert the account custodian of your individually selected accounting method. Please note that all decisions regarding cost basis accounting are required before trade settlement, as the cost-basis method cannot be changed after settlement.

Risks of Loss & Other Types of Risk

Clients should remember that investing in securities involves a risk of loss that they should be prepared to bear, and past performance does not indicate future results. Over time, assets will fluctuate and be worth more or less than the initial invested amount. Depending on the investment type, differing risk levels will exist. Integrated cannot guarantee or promise that a client's financial goals and objectives will be met. When evaluating risk, financial loss may be viewed differently by each client and may depend on many distinct risks, each of which may affect the probability and magnitude of potential losses.

The following risks, which are not all-inclusive, are provided for careful consideration by a prospective client before retaining our services:

(Note: Items are presented alphabetically for ease of reading, not in order of importance.)

Adviser's Investment Activities - the Adviser's investment activities involve a significant degree of risk. The performance of any investment is subject to numerous factors that are neither within the control of nor predictable by Integrated. As further detailed within this section, decisions made for client accounts are subject to various market, currency, competitive, economic, political, technological, and business risks, and a wide range of other conditions - including pandemics or acts of terrorism or war, which may affect investments in general or specific industries or companies. The securities markets may be volatile, and market conditions may move unpredictably or behave outside the range of expectations, adversely affecting a client's ability to realize profits or resulting in material loss. Client and Integrated investment decisions will not always be profitable.

Bank Obligations - including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are affected by interest rates and may be adversely affected by downturns in

the US and foreign economies or banking regulation changes.

Bonds - corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on the financial health of the issuer, the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" before maturity. When a bond is called, it may be impossible to replace it with a bond of equal character paying the same rate of return.

Bond Funds - have higher risks than money market funds, primarily because they typically pursue strategies to produce higher yields. Unlike money market funds, the SEC's rules do not restrict bond funds to high-quality or short-term investments. Because there are many different bonds, these funds can vary dramatically in their risks and rewards. Some risks associated with bond funds include credit, interest rate, and prepayment risks.

Business Risk - is the risks associated with a specific industry or company.

Certificates of Deposit Risk - certificates of deposit ("CDs") are generally a safe type of investment since they are insured by the Federal Deposit Insurance Company ("FDIC") up to a certain amount. However, because the returns are generally low, there is a risk that inflation outpaces the CD's return. Certain CDs are traded in the marketplace and not purchased directly from a banking institution. In addition to trading risk, the FDIC does not cover the price when CDs are purchased at a premium.

Competition Risk - the securities industry and advisers' varied strategies and techniques are incredibly competitive. Advisory firms, including many larger securities and investment banking firms, may have more significant financial resources and research staff than this firm.

Conflicts of Interest - advisers face inherent conflicts when administering client portfolios and financial reporting. They mitigate these conflicts through comprehensive written supervisory compliance policies and procedures and COE, which provides that the client's interest is always held above that of the firm and its Associates.

Corporate Bond Risk - corporate bonds are debt securities to borrow money. Issuers pay investors periodic interest and repay the amount borrowed periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero-coupon bonds, which do not pay current interest but are priced at a discount from their face values, and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the higher its interest rate risk.

Credit Risk - credit risk typically applies to debt investments such as corporate, municipal, and sovereign fixed income or bonds. A bond-issuing entity can experience a credit event that could impair or erase the value of an issuer's securities held by a client.

Currency/Exchange Risk - overseas investments are subject to fluctuations in the dollar's value against the investment's originating country's currency.

Diversification Risk - a portfolio may not be widely diversified among sectors, industries, geographic areas, or security types or may not necessarily be diversified among many issuers. These portfolios might be subject to more rapid change in value than would be the case if the investment vehicles were required to maintain a broad diversification among companies or industry groups.

Equity Investment Risk - generally refers to buying shares of stocks by an individual or firm in return for receiving a future payment of dividends and capital gains if the stock's value increases. An inherent risk is involved when purchasing a stock that may decrease value; the investment may incur a loss.

Financial Risk - is the possibility that shareholders will lose money when they invest in a company with debt if its cash flow proves inadequate to meet its financial obligations. When a company uses debt financing, its creditors will be repaid before its shareholders should the company become insolvent. Financial risk also refers to the possibility of a corporation or government defaulting on its bonds, which would cause those bondholders to lose money.

Fixed Income Call Option Risk - including agency, corporate and municipal bonds and all mortgage-backed securities, contain a provision that allows the issuer to "call" all or part of the issue before the bond's maturity date. The issuer usually retains this right to refinance the bond in the future if market interest rates decline below the coupon rate. There are disadvantages to the call provision: the cash flow pattern of a callable bond is not known with certainty because the issuer will call the bonds when interest rates have dropped. There is exposure to reinvestment rate risk - investors will have to reinvest the proceeds received when the bond is called at lower interest rates. The capital appreciation potential of a bond will be reduced because the price of a callable bond may not rise much above the price at which the issuer may call the bond.

Foreign/Non-U.S. Investments - from time to time, advisers may invest and trade a portion of client portfolios in non-U.S. securities and other assets (through ADRs and otherwise), which will give rise to risks relating to political, social, and

economic developments abroad, as well as risks resulting from the differences between the regulations to which US and foreign issuers and markets are subject. Such risks may include political or social instability, the seizure by foreign governments of company assets, acts of war or terrorism, withholding taxes on dividends and interest, high or confiscatory tax levels, limitations on the use or transfer of portfolio assets, enforcing legal rights in some foreign countries is difficult, costly, and slow, and there are sometimes unique problems enforcing claims against foreign governments, and foreign securities and other assets often trade in currencies other than the US dollar. Advisers may directly hold foreign currencies and purchase and sell foreign currencies through forward exchange contracts. Changes in currency exchange rates will affect an investment's net asset value, the value of dividends and interest earned, and gains and losses realized on the sale of investments. An increase in the strength of the US dollar relative to these other currencies may cause the value of an investment to decline. Some foreign currencies are particularly volatile. Foreign governments may intervene in the currency markets, causing a decline in the value or liquidity of an investor's foreign currency holdings. If an investor enters forward foreign currency exchange contracts for hedging purposes, it may lose the benefits of advantageous changes in exchange rates. On the other hand, if an investor enters forward contracts to increase return, it may sustain losses. Non-U.S. securities, commodities, and other markets may be less liquid, more volatile, and less closely supervised by the government than in the United States. Foreign countries often lack uniform accounting, auditing, and financial reporting standards, and there may be less public information about issuers' operations in such markets.

Hedging Transaction Risk - investments in financial instruments such as forward contracts, options, commodities and interest rate swaps, caps and floors, other derivatives, and other investment techniques are commonly utilized by investment funds to hedge against fluctuations in the relative values of their portfolio positions because of changes in currency exchange rates, interest rates, and the equity markets or sectors thereof. Any hedging against a decline in portfolio positions' value does not eliminate fluctuations in portfolio positions' values or prevent losses if such positions decline but establishes other positions designed to gain from those same developments, thus moderating the portfolio positions' decline value. Such hedging transactions also limit the opportunity for gain if the portfolio positions' value increases.

Horizon & Longevity Risk - The risk that your investment horizon is shortened because of an unforeseen event, for example, the loss of your job. This may force you to sell investments you were expecting to hold for the long term. You may lose money if you must sell when the markets are down. Longevity Risk is the risk of outliving your savings. This risk is particularly relevant for retired people or those nearing retirement.

Inflation & Interest Rate Risk - Security prices and portfolio returns will likely vary in response to inflation and interest rate changes. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of a client's future interest payments and principal. Inflation also generally leads to higher interest rates which may cause the value of many fixed-income investments to decline.

Lack of Registration Risk - funds, private placements, or LP interests have neither been registered under the Securities Act, securities, or "blue sky" laws of any state and, therefore, are subject to transfer restrictions and legislative changes or court rulings may impact the value of investments or the securities' claim on the issuer's assets and finances.

Leverage Risk - leverage requires the pledging of assets as collateral, and margin calls or changes in margin requirements could result in the need to pledge additional collateral or liquidate account holdings, requiring the account to close positions at substantial losses not otherwise be realized. There can be an increase in the risk of loss and volatility for accounts that use leverage by engaging in short sales, entering swaps and other derivatives contracts, or different leveraging strategies.

Limited Partnerships Risk - a limited partnership is a financial affiliation with at least one general partner and several limited partners. The partnership invests in a venture, such as real estate development or oil exploration, for financial gain. The general partner runs the business and has management authority and unlimited liability. And, in the event of bankruptcy, it is responsible for all debts not paid or discharged. The limited partners have no management authority, and their liability is limited to the amount of their capital commitment. Profits are divided between general and limited partners according to an arrangement formed at the creation of the partnership. The range of risks depends on the nature of the partnership and is disclosed in the offering documents if privately placed. Publicly traded limited partnerships have similar risk attributes to equities. However, like privately placed limited partnerships, their tax treatment differs from the equities' tax regime. Investors should consult with their tax adviser regarding their tax treatment.

Liquidity Risk - the risk of being unable to sell your investment at a fair price at a given time due to high volatility or lack of active liquid markets. You may receive a lower price, or selling the investment may not be possible.

Long-Term Trading Risk - long-term trading is designed to capture return and risk market rates. Due to its nature, the long-term investment strategy can expose clients to risks that typically surface at multiple intervals when they own the investments. These risks include but are not limited to inflation (purchasing power) risk, interest-rate risk, economic risk, market risk, and political/regulatory risk.

Managed Futures Funds Risk - a managed futures mutual fund invests in other funds. The underlying funds will typically employ various actively managed futures strategies that will trade various derivative instruments, including (i) options, (ii) futures, (iii) forwards, or (iv) spot contracts, each of which may be tied to (i) commodities, (ii) financial indices and instruments, (iii) foreign currencies, or (iv) equity indices. Managed futures strategies involve substantial risks that differ from traditional mutual funds. Each underlying fund is subject to specific risks, depending on the fund's nature. These risks include liquidity, sector, foreign currency, fixed-income securities, commodities, and other derivatives. Investing in underlying funds could affect the timing, amount, and character of distributions to you and, therefore, increase the amount of taxes you pay. Each underlying fund is subject to investment advisory and other expenses, including potential performance fees. An investor's cost of investing in a managed futures fund will be higher than investing directly in underlying funds and may be higher than other mutual funds that invest directly in stocks and bonds. Investors will indirectly bear fees and expenses charged by the underlying funds and the fund's direct fees and expenses. Each underlying fund will operate independently and pay management and performance-based fees to each manager. The underlying funds will pay various management fees from assets and performance fees of each underlying fund's returns. There could be periods when fees are paid to one or more underlying fund managers even though the fund has lost the period.

Margin Risk - securities purchased on margin in a client's account are a firm's collateral for a client's loan. If the account securities decline in value, so does the value of the collateral supporting loan, and, as a result, the firm can act by issuing a margin call or selling securities or other assets in any of the accounts the investor may hold with the member, to maintain the required equity in the account. Understanding the risks involved in trading securities on margin is essential. These risks include but are not limited to losing more funds than deposited in the margin account, the firm forcing the sale of securities or other assets in the account(s) or selling securities or other assets without contacting the investor, or the investor not being entitled to choose which securities or other assets in their account(s) can be liquidated or sold to meet a margin call. Further, a firm can increase its "house" maintenance margin requirements without providing an advance written notice, without entitlement to an extension of time on the margin call.

Market Risk - market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the investment value regardless of the issuer's operational success or financial condition. The price of a security, option, bond, or mutual fund can drop due to tangible and intangible events and situations. External factors cause this risk, independent of a security's underlying circumstances. The adviser cannot guarantee that it will accurately predict market, price, or interest rate movements or risks.

Material Non-Public Information Risk - because of their responsibilities in connection with other adviser activities, individual advisory Associates may occasionally acquire confidential or material non-public information or be restricted from initiating transactions in specific securities. The adviser will not be free to act upon any such information. Due to these restrictions, the Adviser may be unable to initiate a transaction that it otherwise might have started and may not be able to sell an investment it otherwise might have sold.

Money Market Funds - a money market fund is technically a security. The fund managers attempt to keep the share price constant at \$1/share. However, the share price is not guaranteed to stay at \$1/share. You can lose some or all of your principal if the share price decreases. The U.S. Securities and Exchange Commission ("SEC") notes that "While investor losses in money market funds have been rare, they are possible." In return for this risk, you should earn a greater return on your cash than you would expect from a Federal Deposit Insurance Corporation ("FDIC") insured savings account (money market funds are not FDIC insured). Next, money market fund rates are variable. In other words, you do not know how much you will earn on your investment next month. The rate could go up or go down. If it goes up, that may result in a positive outcome. However, if it goes down and you earn less than expected, you may need more cash. A final risk you are taking with money market funds is inflation. Because money market funds are considered safer than other investments like stocks, long-term average returns on money market funds tend to be less than long-term average returns on riskier investments. Over long periods, inflation can eat away at your returns.

Municipal Securities Risks - municipal securities, while generally thought of as safe, can have significant risks associated with them, including, but not limited to: the creditworthiness of the governmental entity that issues the bond, the stability of the revenue stream that is used to pay the interest to the bondholders, when the bond is due to mature, and, whether or not the bond can be "called" before maturity. When a bond is called, it may not be possible to replace it with one of equal character paying the same amount of interest or yield to maturity. Municipal securities are backed by either the full faith and credit of the issuer or by revenue generated by a specific project - like a toll road or parking garage for which the securities were issued. The latter type of securities could quickly lose value or become virtually worthless if the expected project revenue does not meet expectations.

Mutual Funds & Exchange Traded Funds - mutual funds and exchange-traded funds ("ETF") are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide

diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small-cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock, and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no-load" and charge no fee to buy into, or sell out of, the fund, other mutual funds do charge such fees, which can also reduce returns. Mutual funds can also be "closed-end" or "open-end." So-called "open-end" mutual funds continue to allow in new investors indefinitely, whereas "closed-end" funds have a fixed number of shares to sell, limiting their availability to new investors. ETFs may have tracking error risks. For example, the ETF investment adviser may not be able to cause the ETF's performance to match that of its Underlying Index or another benchmark, which may negatively affect the ETF's performance. In addition, for leveraged and inverse ETFs that seek to track the performance of their Underlying Indices or benchmarks daily, mathematical compounding may prevent the ETF from correlating with performance of its benchmark. In addition, an ETF may not have investment exposure to all of the securities included in its Underlying Index, or its weighting of investment exposure to such securities may vary from that of the Underlying Index. Some ETFs may invest in securities or financial instruments that are not included in the Underlying Index but are expected to yield similar performance.

Non-U.S. Investment Risk - investment in non-U.S. issuers or securities principally traded outside the United States may involve certain unique risks due to economic, political, and legal developments, including but not limited to favorable or unfavorable changes in currency exchange rates, exchange control regulations, expropriation of assets or nationalization, risks relating to political, social and economic developments abroad, as well as risks resulting from the differences between the regulations to which U.S. and foreign issuers and markets are subject and the imposition of withholding taxes on dividend or interest payments.

Options Contracts Risks - options are complex securities that involve risks and are not suitable for everyone. Options trading can be speculative and carry a substantial risk of loss. It is generally recommended that you only invest in options with risk capital. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an underlying asset at a specific price on or before a certain date (the "expiration date"). The two types of options are calls and puts. A call gives the holder the right to buy an asset at a certain price within a specific period. Calls are similar to having a long position on a stock. Buyers of calls hope the stock will increase substantially before the option expires. A put gives the holder the right to sell an asset at a certain price within a specific period. Puts are very similar to having a short position on a stock. Buyers of puts hope that the stock price will fall before the option expires. Selling options is more complicated and can be even riskier. Option buyers and sellers should be aware of the option trading risks associated with their investment(s).

Political & Legislative Risk - companies face a complex set of laws and circumstances in each country in which they operate. The political and legal environment can change rapidly and without warning, with significant impact, especially for companies operating outside of the U.S. or those conducting a substantial amount of their business outside the U.S.

Portfolio Turnover Risk - an account's investment strategy may require active portfolio trading. As a result, turnover and brokerage commission expenses may significantly exceed those of other investment entities of comparable size.

Private Investment Risk - investments in private funds, including debt or equity investments in operating and holding companies, investment funds, joint ventures, royalty streams, commodities, physical assets, and other similar types of investments, are highly illiquid and long-term. A portfolio's ability to transfer or dispose of private investments is expected to be highly restricted. The ability to withdraw funds from LP interests is usually restricted following the withdrawal provisions contained in an Offering Memorandum. In addition, substantial withdrawals by investors within a short period could require a fund to liquidate securities positions and other investments more rapidly than would otherwise be desirable, possibly reducing the value of the fund's assets or disrupting the fund's investment strategy.

Private Placement Risks - a private placement (non-public offering) is an illiquid security sold to qualified investors and not publicly traded or registered with the Securities and Exchange Commission. Private placements generally carry a higher degree of risk due to this illiquidity. Most securities acquired in a private placement will be restricted and must be held for an extended time and, therefore, cannot be easily sold. The range of risks depends on the nature of the partnership and is disclosed in the offering documents.

Public Information Accuracy Risk - an adviser can select investments, in part, based on information and data filed by issuers with various government regulators or other sources. Even if they evaluate all such information and data or seek independent corroboration when it's considered appropriate and reasonably available, the Adviser cannot confirm its completeness, genuineness, or accuracy. In some cases, complete and accurate information is not available.

Real Estate Risks - real estate is increasingly being used as part of a long-term core strategy due to increased market efficiency and increasing concerns about the future long-term variability of stock and bond returns. Real estate is known for its ability to serve as a portfolio diversifier and inflation hedge. However, the asset class still bears a considerable amount of market risk. Real estate has shown itself to be very cyclical, somewhat mirroring the ups and downs of the overall economy.

In addition to employment and demographic changes, real estate is also influenced by changes in interest rates and the credit markets, which affect the demand and supply of capital and, thus, real estate values. Along with changes in market fundamentals, investors wishing to add real estate as part of their core investment portfolios need to look for property concentrations by area or property type. Because property returns are directly affected by local market basics, real estate portfolios that are too heavily concentrated in one area or property type can lose their risk mitigation attributes and bear additional risk by being too influenced by local or sector market changes.

Real Estate Investment Trusts Risk - a real estate investment trust ("REIT") is a corporate entity that invests in real estate and/or engages in real estate financing. A REIT reduces or eliminates corporate income taxes. REITs can be publicly or privately held. Public REITs may be listed on public stock exchanges. REITs are required to declare 90% of their taxable income as dividends, but they actually pay dividends out of funds from operations, so cash flow has to be strong, or the REIT must either dip into reserves, borrow to pay dividends or distribute them in stock (which causes dilution). After 2012, the IRS stopped permitting stock dividends. Most REITs must refinance or erase large balloon debts periodically. The credit markets are no longer frozen, but banks are demanding and getting harsher terms to re-extend REIT debt. Some REITs may be forced to make secondary stock offerings to repay debt, leading to additional dilution of the stockholders. Fluctuations in the real estate market can affect the REIT's value and dividends. REITs have specific risks, including valuation due to cash flows, dividends paid in stock rather than cash, and debt payment resulting in the dilution of shares.

Recommendation of Particular Types of Securities Risk - we may advise on other investments as appropriate for each client's customized needs and risk tolerance. Each security type has its unique set of risks, and it would be impossible to list all the specific risks of every investment type here. Even within the same type of investment, risks can vary widely. However, the higher the anticipated investment return, the greater the risk of associated loss.

Reinvestment Risk is the risk that future investment proceeds must be reinvested at a potentially lower return rate. Reinvestment Risk primarily relates to fixed-income securities.

Reliance on Management & Key Personnel Risk - occurs when investors have no right or power to participate in a firm's management. Investors must be willing to entrust all management aspects to a company's management and key personnel. The investment performance of individual portfolios depends mainly on the skill of key personnel of a firm and including its sub-advisors, as applicable. If key staff were to leave the firm, the firm might not find equally desirable replacements, and the accounts' performance could be adversely affected.

Securities Futures Contracts - (on tangibles and intangibles) a futures contract is a standardized, transferable, exchange-traded contract requiring delivery of a commodity, bond, currency, or stock index specified price on a selected specified price future date. Unlike options the holder may or may not choose to exercise, futures contracts must purchase the underlying asset at a set future date. The holder of a futures contract must have sold it by that date or be prepared to pay for and take delivery of the underlying asset. Material risks can include but are not limited to futures contracts that have a margin requirement that must be settled daily, there is a risk that the market for a particular futures contract may become illiquid, and the market price for a particular commodity or underlying asset might move against the investor requiring that the investor sell futures contracts at a loss.

Short-Sales Risk - short sales can, in certain circumstances, increase the impact of adverse price movements on the portfolios. A short sale involves the risk of a theoretically unlimited increase in the market price of the particular investment sold short, resulting in an inability to cover the short position and a theoretically unlimited loss. There can be no assurance that securities necessary to cover a short position will be available for purchase.

Small & Medium Cap Company Risk - securities of companies with small and medium market capitalizations are often more volatile and less liquid than larger companies' investments. Small and medium-cap companies may face a higher risk of business failure, increasing the client's portfolio's volatility. While smaller companies generally have the potential for rapid growth, they often involve higher risks because they may lack the management experience, financial resources, product diversification, and competitive strength of larger companies. In addition, in many instances, trading frequency and volume may be substantially less than is typical of larger companies. As a result, the securities of smaller companies may be subject to broader price fluctuations.

Stocks - there are numerous ways of measuring the risk of equity securities, also known simply as "equities" or "stock." In very broad terms, the value of a stock depends on the company's financial health issuing it. However, stock prices can be affected by many other factors, including but not limited to the class of stock, such as preferred or common, the health of the issuing company's market sector, and the economy's overall health. In general, larger, better-established companies ("large cap") tend to be safer than smaller start-up companies ("small cap"), but the sheer size of an issuer is not, by itself, an indicator of the safety of the investment.

Stock Funds - although a stock fund's value can rise and fall quickly (and dramatically) over the short term, stocks have performed better over the long term than other types of investments—including corporate bonds, government bonds, and treasury securities. Overall, "market risk" poses the most significant potential danger for investors in stock funds. Stock prices

can fluctuate for various reasons, such as the economy's overall strength of demand for products or services.

Stock Market Risk - the market value of stocks will fluctuate with market conditions. While stocks have historically outperformed other asset classes over the long term, they tend to fluctuate over the short term because of factors affecting individual companies, industries, or the securities market. The past performance of investments is no guarantee of future results.

Strategy Restrictions Risk - individual institutions may be restricted from directly utilizing some investment strategies the Adviser may engage. Such institutions, including entities subject to ERISA, should consult their advisors, counsel, and accountants to determine what restrictions apply and whether certain investments are appropriate.

Strategy Risk - an adviser's investment strategies and techniques may not work as intended.

Structured Products Risk - a structured product, also known as a market-linked product, is generally a pre-packaged investment strategy based on derivatives, such as a single security, a basket of securities, options, indices, commodities, debt issuances, and/or foreign currencies, and to a lesser extent, swaps. Structured products are usually issued by investment banks or affiliates thereof. They have a fixed maturity and have two components: a note and a derivative. A derivative component is often an option. The note provides periodic interest payments to the investor at a predetermined rate, and the derivative component provides for the payment at maturity. Some products use the derivative component as a put option written by the investor that gives the buyer of the put option the right to sell the security or securities at a predetermined price to the investor. Other products use the derivative component to provide for a call option written by the investor that gives the buyer the right to buy the security or securities from the investor at a predetermined price. A feature of some structured products is a "principal guarantee" function, which offers protection of the principal if held to maturity. However, these products are not always Federal Deposit Insurance Corporation insured; the issuer may only insure them and thus have the potential for loss of principal in the case of a liquidity crisis or other solvency problems with the issuing company. Investing in structured products involves many risks, including but not limited to fluctuations in the price, level or yield of underlying instruments, interest rates, currency values and credit quality; substantial loss of principal; limits on participation in any appreciation of the underlying instrument; limited liquidity; credit risk of the issuer; conflicts of interest; and, other events that are difficult to predict.

Supervision of Trading Operations Risk - an adviser, with assistance from its brokerage and clearing firms, intends to supervise, and monitor trading activity in the portfolio accounts to ensure compliance with firm and client objectives. However, despite their efforts, there is a risk of unauthorized or otherwise inappropriate trading activity in portfolio accounts. Depending on the nature of the investment management service selected by a client and the securities used to implement the investment strategy, clients can be exposed to risks specific to the securities in their respective investment portfolios.

Systematic Risks - these are risks related to a broad universe of investments. These risks are also known as non-diversifiable risks, as diversification within the system will not reduce risk if the system loses value.

Trading Limitation Risk - for all securities, instruments, or assets listed on an exchange, including options listed on a public exchange, the exchange has the right to suspend or limit trading under certain circumstances. Such suspensions or limits could render specific strategies challenging to complete or continue, subjecting the Adviser to loss. Such a suspension could make it impossible for an adviser to liquidate positions and expose the Adviser to potential losses.

Turnover Risk - at times, the strategy may have a higher portfolio turnover rate than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect an account's performance.

Undervalued Securities Risk - identifying investment opportunities in undervalued securities is complex, and there are no assurances that such opportunities will be successfully recognized or acquired. While undervalued securities can sometimes offer above-average capital appreciation opportunities, these investments involve high financial risk and can result in substantial losses. Returns generated may not compensate for the business and financial risks assumed.

Unsystematic Risks - these are risks uniquely related to a specific investment. Also known as "diversifiable risks," theoretically, diversifying different investments may reduce unsystematic risks significantly.

Warrants - a warrant is a derivative (security that derives its price from one or more underlying assets) that confers the right, but not the obligation, to buy or sell a security – typically an equity – at a specific price before the expiration. The price at which the underlying security can be bought or sold is the exercise or strike price. Warrants that confer the right to buy a security are called warrants; those that confer the right to sell are known as put warrants. Warrants are in many ways similar to options. The main difference between warrants and options is that warrants are issued and guaranteed by the issuing company, whereas options are traded on an exchange and are not issued by the company. Also, the lifetime of a warrant is often measured in years, while the lifetime of a typical option is measured in months. Warrants do not pay dividends or come with voting rights.

Withdrawal of Capital Risks - an Offering Memorandum's withdrawal provisions usually restrict the ability to withdraw funds from the funds, private placement, or LP interests. Investors' substantial withdrawals within a short period could require a fund to liquidate securities positions and other investments more rapidly than would otherwise be desirable, reducing the value of the fund's assets and disrupting the fund's investment strategy.

Risks of Specific Securities Utilized

While Integrated seeks investment strategies that do not involve significant or unusual risk beyond the general domestic and international equity markets, in some instances, methods that hold a higher risk of capital loss may be utilized. While all investing involves risk, using such strategies is a material risk of loss. Clients are advised that investing in securities involves the risk of losing the entire principal amount invested, including any gains - they should not invest unless they can bear these losses.

Options Contracts - options are complex securities that involve risks and are not suitable for everyone. Option trading can be speculative in nature and carry substantial risk of loss. It is generally recommended that you only invest in options with risk capital. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an underlying asset at a specific price on or before a certain date (the "expiration date"). The two types of options are calls and puts: A call gives the holder the right to buy an asset at a certain price within a specific period of time. Calls are similar to having a long position on a stock. Buyers of calls hope the stock will increase substantially before the option expires. A put gives the holder the right to sell an asset at a certain price within a specific period of time. Puts are very similar to having a short position on a stock. Buyers of puts hope that the stock price will fall before the option expires. Selling options is more complicated and can be even riskier.

The option trading risks about options buyers are:

- Risk of losing your entire investment in a relatively short period of time.
- The risk of losing your entire investment increases if, as expiration nears, the stock is below the strike price of the call (for a call option) or if the stock is higher than the strike price of the put (for a put option).
- European-style options that do not have secondary markets on which to sell the options before expiration can only realize their value upon expiration.
- Specific exercise provisions of a specific option contract may create risks.
- Regulatory agencies may impose exercise restrictions, which stops you from realizing value.

The option trading risks for options sellers are:

- Options sold may be exercised at any time before expiration.
- Covered Call traders forgo the right to profit when the underlying stock rises above the strike price of the call options sold and continue to risk a loss due to a decline in the underlying stock.
- Writers of Naked Calls risk unlimited losses if the underlying stock rises.
- Writers of Naked Puts risk substantial losses if the underlying stock drops.
- Writers of naked positions run margin risks if the position goes into significant losses. Such risks may include liquidation by the broker.
- Writers of call options could lose more money than a short seller of that stock could on the same rise on that underlying stock. This is an example of how leverage in options can work against the options trader.
- Writers of Naked Calls are obligated to deliver shares of the underlying stock if those call options are exercised.
- Call options can be exercised outside of market hours such that the writer of those options cannot perform effective remedy actions.
- Writers of stock options are obligated under the options that they sell even if a trading market is not available or if they are unable to perform a closing transaction.
- The value of the underlying stock may surge or decline unexpectedly, leading to automatic exercises.

Other option trading risks are:

- The complexity of some option strategies is a significant risk on its own.
- Option trading exchanges or markets and options contracts are always open to changes.
- Options markets have the right to halt the trading of any options, thus preventing investors from realizing value.
- Risk of erroneous reporting of exercise value.
- If an options brokerage firm goes insolvent, investors trading through that firm may be affected.
- Internationally traded options have special risks due to timing across borders.

Risks not specific to options trading include market, sector, and individual stock risks. Option trading risks are closely related to stock risks, as stock options are a derivative of stocks.

Futures - futures are financial contracts obligating the buyer to purchase an asset (or the seller to sell an asset), such as a physical commodity or a financial instrument, at a predetermined future date and price. The primary difference between options and futures is that options give the holder the *right* to buy or sell the underlying asset at expiration, while the holder of a futures contract is *obligated* to fulfill the terms of their contract. Buyers and sellers in the futures market primarily enter into futures contracts to hedge risk or speculate rather than to exchange physical goods. Futures are not only for speculating. They may be used for hedging or may be a more efficient instrument to trade than the underlying asset.

Integrated does not represent or guarantee that the services provided or any analysis methods provided can or will predict future results, successfully identify market tops or bottoms, or insulate investors from losses due to market corrections or declines. There is no guarantee of client account future performance or any level of performance, the success of any investment decision or strategy used, overall account management, or that any investment mix or projected or actual performance shown will lead to expected results or perform in any predictable manner. Past performance is not indicative of future results. The investment decisions made for client accounts are subject to various market, currency, economic, political, and business risks (including many above) and will not always be profitable. The outcome(s) described and any strategies or investments discussed may not be suitable for all investors. Further, there can be no assurance that advisory services will result in any particular result, tax, or legal consequence.

Investing also risks missing out on more favorable returns that could be achieved by investing in alternate securities or commodities. Any above investment strategies may lead to a loss of investments, especially if the markets move against the client. Past performance is not indicative of future results. The outcomes described and any strategies or investments discussed may not suit all investors, and there can be no assurance that advisory services will result in any particular result, tax, or legal consequence. Clients should expect their account value and returns to fluctuate within a wide range, like the overall stock and bond market fluctuations. *Clients are advised that investors could lose money over short or even long periods, and investing in securities involves the risk of losing the entire principal amount invested, including any gains. Clients should not invest unless they can bear these losses.*

Further, additional risks may also be disclosed for different Integrated advisory groups.

Before acting on any analysis, advice, or recommendation, clients should consult with their legal counsel, tax, or other investment professionals, as necessary, to aid in due diligence as proper for their situation and decide the suitability of the risk associated with any investment. Clients are encouraged to carefully refer to all disclosure documents and direct any questions regarding risks, fees, and costs to their Advisor Representative.

ITEM 9: Disciplinary Information

Registered investment advisers such as Integrated are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of the investment adviser or the integrity of its management. Neither Integrated nor its management has any disciplinary or legal proceedings to disclose material to a client's evaluation of this advisory practice. Integrated has no outstanding issues and is registered as an investment adviser without restriction.

Certain of Integrated's Advisor Representatives may have disciplinary actions against them for alleged violations of certain securities regulations, rules, and/or statutory provisions by Federal or state regulatory agencies. Clients may view our current disclosure documents at the SEC's Investment Adviser Public Disclosure ("IAPD") website at www.adviserinfo.sec.gov by searching our firm name or CRD #171991. The SEC's website also provides information about any affiliated person registered or required to be registered as an Investment Adviser Representative of the firm, including their disclosure items (if any). Copies are also available by contacting us directly at 855.729.4222 or viewing our website at www.integratedadvisorsnetwork.com.

ITEM 10: Other Financial Industry Activities & Affiliations

Integrated is an independent registered investment adviser that provides only investment advisory services. The firm does not engage in any other business activities, offer services other than those described herein, or maintain any relationship or arrangement material to our advisory business with any of the following entities:

1. broker-dealer, municipal securities dealer, government securities dealer or broker,
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund),
3. other investment adviser or financial planner,

4. futures commission merchant, commodity pool operator, or commodity trading adviser,
5. banking or thrift institution,
6. accountant or accounting firm,
7. a lawyer or law firm,
8. insurance company or agency,
9. pension consultant,
10. real estate broker or dealer, and
11. sponsor or syndicator of limited partnerships.

While not engaged in any business activities other than those disclosed herein, certain of Integrated's Associates may sell additional products or provide services outside their roles with the Adviser.

Registered Representative of Broker-Dealer

Integrated is not registered and does not intend to register as a broker-dealer. Still, in connection with their approved outside business activities, some Associates are Registered Representatives ("RRs") of non-affiliated broker-dealers, Members of [FINRA/SIPC](#). Associates with these unaffiliated broker-dealers can provide brokerage services as an RR of the unaffiliated broker-dealer firm. When acting in the capacity of an RR, the Associates will sell, for commissions, general securities products and will receive commission-based compensation in connection with the purchase and sale of such securities, including 12b-1 fees for the sale of investment company products.

If your Advisor Representative offers brokerage products as an RR through their unaffiliated broker-dealer, *they are not acting in a brokerage capacity or on behalf of Integrated concerning the services provided under our Agreement(s)*. Integrated is not involved in the transaction and receives no compensation for the Associate's outside business activity. Associates who provide brokerage services through unaffiliated broker-dealers are independent contractors of such companies. Any compensation earned by these individuals in their capacities as RRs is separate, in addition to, and not related to our advisory fees or Agreement to provide advisory services. Clients are under no obligation to use the firm's Associates' services in this different capacity as broker-dealer employees.

This practice presents a conflict of interest because the objectivity of the advice rendered to clients could be biased. The Advisor Representatives providing investment advice on behalf of our firm, who are also RRs of outside and separate broker-dealers, can be incentivized to effect securities transactions to generate commissions rather than solely based on a client's needs. Integrated addresses this conflict of interest by requiring Associates to disclose this type of relationship to clients. Associates satisfy this requirement by advising their clients of the nature of and their role in the transaction or relationship and any compensation - including commissions or otherwise, to be paid to them by the brokerage firms with which they are affiliated at the time of any recommendation is made and/or product transactions occur. Integrated further mitigates conflicts through its procedures to review client accounts relative to the client or investor's financial situation to ensure appropriate investment management services. The Adviser is committed to ensuring that Associates adhere to the Firm's Code of Ethics and that the Firm and all associated persons fulfill their fiduciary duty to clients/investors.

Designations

Integrated Associates can hold various other designations in connection with the approved outside business activities, separate from their role with the Adviser. Integrated does not solicit clients to utilize any services offered by Associates in this capacity. Associates' recommendations or compensation for such designation services are separate from Integrated's advisory services and fees.

Insurance Services

Some Associates are licensed as independent insurance agents through non-affiliated insurance companies offering fixed, fixed index, variable annuities, life, or long-term care universal life or other insurance products, and insurance services clients may decide to use Integrated for financial planning or investment advisory services. In these capacities, Integrated Advisor Representatives can recommend to firm clients and receive separate, yet customary, commission compensation, including bonuses and trail commissions, resulting from the purchases and sales of these products from the insurance agencies with whom they are presently or with whom they may become appointed in the future in addition to their compensation from Integrated. Such commissions and advisory fees are separate from the firm's advisory fees and Agreements, and clients are under no obligation, contractually or otherwise, to purchase insurance products or receive investment advice through insurance-licensed Associates in their capacities as insurance agents and/or Integrated Advisor Representatives.

Promoter Relationships

Integrated has entered a promoter relationship with a qualified individual who is paid to refer clients to the Adviser, which can result in the provision of investment advisory services. Integrated ensures any promoters used are licensed when required and otherwise qualified to provide investment advice. Unlicensed promoters may only provide impersonal investment advice by recommending our

services and not comment on using the Adviser's services or portfolio construction. The terms of all promoter arrangements are defined by a contract between the promoter and Integrated which sets forth the term of the Agreement and form of compensation to the promoter, which is a percentage of the advisory fees received from referred clients.

Referral arrangements inherently give rise to potential conflicts of interest, particularly when the person recommending an Advisor receives an economic benefit, as the payment received could incentivize the promoter's referral. Accordingly, promoters are required to disclose to referred clients, in writing, (1) whether they are a client or a non-client, (2) that they will be compensated for the referral, (3) the material conflicts of interest arising from the relationship and/or compensation arrangement, and (4) all material terms of the arrangement, including a description of the compensation to be provided for the referral.

Integrated can also serve as Promoter to the third-party money managers it engages for its Managed Account Solutions ("MAS") Program services for advisory, administrative, and/or technological services. In this capacity, the Adviser will introduce clients for whom the referred manager's services are suitable and appropriate. In connection with such relationships, Promoter fees can range from 0% to 50% and vary based on the executed Solicitor Agreement. Fees shared will not exceed any limit imposed by any regulatory agency. Clients should refer to their TPM Agreement for exact details and amounts. *(Please see Item 14: Client Referrals & Other Compensation for additional details.)*

Apart from our clients' fees, we do not receive any other economic benefits, including sales awards or prizes.

Tax Preparation Services

Advisory clients may choose to use non-affiliated independent tax preparation services. And clients of the tax preparation providers may decide to use Integrated for financial planning and/or investment advisory services. Although Associates will make clients aware of the availability of tax preparation services, advisory clients are not required to utilize such services.

Third-Party Money Managers

Through its **Managed Account Solutions ("MAS") Program services**, Integrated will direct - and sometimes act as a Promoter while referring prospective clients or clients to outside money managers. Integrated will be compensated via a fee share from those clients who utilize such services. Before selecting any outside manager, Integrated will review the manager to ensure they fit the Adviser's models' criteria and conduct initial background due diligence. Referred managers are required to be registered with an appropriate regulatory body and meet specific criteria before being included as a potential referral for clients. Fees shared will not exceed any limit imposed by any regulatory agency. Referred clients will enter a separate Program Agreement with the referred manager and receive the manager's disclosure documents, which they are encouraged to read. The relationship - including any conflicts of interest involving providing advice, service, or account management style, will be disclosed in each contract between the Integrated, the third-party money managers, and the client. Integrated reserves the right to add or delete managers as deemed necessary. Clients should contact Integrated directly for a current list of referred managers under this service.

Other Business Relationships

Integrated uses third-party resources to help run its business and provide services to its clients, mostly back-office related. Integrated sources these professionals acting in a client's best interest with fiduciary responsibility while focusing on finding the highest value-add providers to service clients. While the Adviser has developed a network of professionals - accountants, lawyers, and otherwise, neither Integrated nor its Associates receive compensation for such use or referrals. Outside of the information referenced herein, neither the adviser nor its management persons have any other material relationships or conflicts of interest with other financial industry participants.

Conflicts of Interest

Making clients aware of other financial activities, affiliations, designations, relationships, and services presents a conflict of interest since Integrated Associates may have a financial incentive to submit advisory clients to specific companies or services over others due to compensation received in connection with the transaction rather than client need. Integrated addresses this conflict of interest by requiring Associates to always act in each client's best interests when making such recommendations and fully disclose such relationships before the transaction. If offering clients advice or products outside of Integrated, Associates satisfy this obligation by advising and disclosing the nature of the transaction or relationship, their role and involvement in the transaction, and any compensation to be paid and received before transaction execution. When acting in this capacity, the firm's policy is that Associates communicate clearly to prospective or existing clients that they are not acting on behalf of Integrated, the investment adviser or under any Integrated Advisory Agreement.

Clients are not obligated to act upon any recommendations received, implement any recommended transaction(s) through the Adviser, or purchase any additional products or services offered. The ultimate decision to accept any recommendation and retain products or services remains at the client's sole discretion.

Additional details of how Integrated mitigates conflicts of interest can be found in the firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics, which is available for review free of charge to any client or prospective client upon request.

ITEM 11: Code of Ethics, Participation or Interest In Client Transactions & Personal Trading

Code of Ethics

Rule 204A-1 of the Investment Advisers Act of 1940 requires all investment advisors registered with the Securities and Exchange Commission to adopt codes of ethics that set forth standards of conduct and comply with federal securities laws. Integrated takes its regulatory and compliance obligations seriously and recognizes its statutory duty to oversee the advisory activities of the supervised personnel who act on its behalf. The adviser believes each of its advisory clients is owed the highest level of trust and fair dealing and holds Associates to a very high standard of business practices and integrity. To that end, Integrated has adopted a Code of Ethics that sets forth the firm's conduct standards in keeping with its fiduciary obligation.

Integrated's Code imposes upon Associates the duty to deal fairly and:

- render disinterested and impartial advice,
- make suitable recommendations to clients within the context of the total portfolio, given their needs, financial circumstances, and investment objectives,
- exercise a high degree of care to ensure that all material facts are disclosed to clients,
- provide adequate and accurate representations of its business and other information about Integrated's services and investment recommendations,
- disclose any conflicts of interest, and
- promote fair, ethical, and equitable practices.

The Adviser's Code requires all Associates to exercise a fiduciary duty by acting in each client's best interest while consistently placing client interests first and foremost. The Code applies to all Integrated Associates, including individuals registered with the adviser as Advisor Representatives or considered 'Supervised Persons' under the Advisers Act Rules. The Code may also be applied to any other person the Chief Compliance Officer designates.

Integrated's Code outlines and prohibits certain activities deemed to create conflicts of interest (or at least the potential for or the appearance of such a conflict) and specifies reporting requirements and enforcement procedures. Associates must abide fully by all applicable industry regulations and the firm's guiding principles as outlined in its written supervisory Policies & Procedures Manual and Code, including any updates.

The Code requires an affirmative commitment by Associates they will abide by all state and federal securities laws and provisions relating to client information confidentiality, a prohibition on insider trading, restrictions on the acceptance of significant gifts, outside activities reporting, and personal securities trading procedures for Covered Persons, among others. Upon employment or affiliation and at least annually after that, Associates are required to attest to their understanding of, and compliance with, the Adviser's Code of Ethics, including confirmation and acknowledgment by every licensed Advisor Representative, of the firm's expectations regarding their conduct, given the duties, responsibilities, and principles required of them. And execute an affirmation stating they will conduct business honestly, ethically, and fairly, avoiding all circumstances that might negatively affect or appear to affect its duty of complete loyalty to all clients.

Personal Trading

Integrated and its advisory Associates may buy or sell securities that we recommend to clients or securities that clients have already invested before or after, suggesting them to clients - thus potentially profiting from the recommendations provided. Or combine our securities orders with client orders to purchase securities ("aggregated trading"). A conflict of interest exists with these practices because it allows trading ahead of clients and the possible receipt of more favorable prices than a client would receive.

To eliminate such conflicts and ensure clients receive preferential treatment, safeguard the equitable treatment of all client orders, and confirm such trading does not affect the markets, Integrated has instituted within its Code of Ethics a trading policy consisting of personal trading and pre-clearance procedures for Associate personal account transactions and a transaction reporting system to monitor policy compliance. Integrated's policy prohibits the firm, its Associates, or any related person from participating in trading that may be detrimental to any advisory client. Associates must disclose, pre-clear, and report specific trades and maintain compliance with the firm's policies and procedures to safeguard that no Associate receives preferential treatment over advisory clients or affects the markets. Integrated performs an Access Person trade review quarterly, annually, and as needed to verify Associate compliance with the firm's trading policies and procedures and confirm no conflicts have occurred.

As part of this oversight, Integrated also prohibits insider trading and has implemented additional procedures to monitor Associate observation of the Adviser's insider trading policy. Associates may buy or sell specific security for their accounts based on personal investment considerations, which the Adviser does not deem appropriate to buy or sell for clients. In all cases, transactions are affected based on the client's best interests.

Additional details of how Integrated mitigates conflicts of interest can be found in the firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics. Integrated's Code is available for review free of charge to any client or prospective client upon request.

Aggregated Trading

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("aggregated trading"). A conflict of interest exists in such cases because we can trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, our policy is that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

Trade Errors

If a trading error occurs in your account, our policy is to restore our client's account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

ITEM 12: Brokerage Practices

Preferred Custodians & Brokers-Dealers

Integrated does not maintain custody of the assets we manage on our client's behalf. Client assets are required to be held in an account at a "qualified custodian," generally a broker-dealer or bank. Clients will decide on their custodian during Advisory Agreement execution and enter into a separate broker-dealer/custodian client account agreement directly with the custodian of their choice.

While Integrated works with multiple custodians and will employ several FINRA-registered broker-dealers, after appropriate due diligence and careful consideration of the brokerage practices disclosed within this section, the Adviser has selected several it will typically recommend as its preferred qualified custodians, including but not limited to **Schwab** ([Charles Schwab & Co., Inc.](#) or "Schwab"), **Fidelity** ([Fidelity Clearing & Custody Solutions](#),[®] providing clearing, custody, or other brokerage services through [National Financial Services, LLC](#) or [Fidelity Brokerage Services LLC](#), together with all affiliates, "Fidelity"), and **TD Ameritrade** (TD Ameritrade Institutional, a division of [TD Ameritrade, Inc.](#) or "TDA"), each an unaffiliated, SEC-registered broker-dealer, Members [FINRA/SIPC](#).

Factors Used to Select & Recommend Custodians & Broker-Dealers

Integrated seeks to select and recommend a custodian who will hold client assets and execute transactions on terms most advantageous to other available providers and their services. While the Adviser has designated **Schwab**, **Fidelity**, and **TD Ameritrade** as its preferred custodians, it will occasionally review other custodians to determine their compensation's reasonableness. In studying the topic and selecting a custodian, the firm will make a good faith determination that the amount of the commission charged is reasonable given the value of the brokerage and research services received. The analysis will vary and may include a review of any combination of the following:

- the combination of transaction execution services along with asset custody services - generally without a separate fee for custody,
- the capability to execute, clear, and settle trades - buy and sell securities for a client's account,
- ability to facilitate transfers and payments to and from accounts - wire transfers, check requests, bill payments, etc.,
- competitive trading commissions costs,
- reporting tools, including cost basis and 1099 reports facilitating tax management strategies,
- personal money management tools such as electronic fund transfer capabilities, dividend reinvestment programs, and electronic communication delivery capabilities,
- financial stability to ensure individual accounts, including primary and backup account insurance,
- the breadth of investment products made available - stocks, bonds, mutual funds, ETFs, etc.,
- the availability of investment research and tools that assist us in making investment decisions,
- customer service levels and quality of services,
- the competitiveness of the price of those services, such as commission rates, margin interest rates, other fees, etc., and the willingness to negotiate them,

- the reputation, financial strength, and stability of the provider,
- the custodian's prior service to our clients and us, and
- as discussed below, the availability of other products and services that benefit us.

Custodial Support Services

Custodians serve independent investment advisory firms, providing advisers and their client's access to institutional brokerage – trading, custody, reporting, and related services – many of which are not typically available to retail customers. Custodial support services are generally available unsolicited; advisory firms do not have to request them. These various support services help the adviser manage or administer client accounts and manage and grow the advisory business. The adviser offers these services at no charge if qualifying amounts of client account assets are maintained with the custodian. *(Please contact us directly for current qualifying amount numbers.)*

Below is a description of some standard support services Integrated can receive from our preferred qualified custodians:

Services That Benefit You

Custodial services include access to various institutional investment products, securities transaction execution, and client assets custody. The investment products available include some of which the adviser might not otherwise have access to or some that would require a significantly higher minimum initial investment by our clients. Services available are subject to change at the discretion of each custodian.

Services That Will Not Always Directly Benefit You

Custodians make other products and services available to Integrated that benefit us but do not directly benefit our clients or their accounts. These products and services assist Integrated with managing and administering client accounts. They include investment research, both a custodian's own and that of third parties, which can be used to service all, some or a substantial number of our client accounts and software and other technology that:

- provides access to client account data *(such as duplicate trade confirmations and account statements)*,
- facilitates trade execution and allocates aggregated trade orders for multiple client accounts,
- includes pricing and other market data,
- facilitate the payment of our fees from our clients' accounts, and
- assists with back-office functions, recordkeeping, and client reporting.

Services that Generally Benefit Only Us

Custodians also offer other services to help us further manage and develop our business enterprise. These services can include:

- educational conferences and events,
- technology, compliance, legal, and business consulting,
- publications and conferences on practice management and business succession, and
- access to employee benefits providers, human capital consultants, and insurance providers.

Custodians provide some of the above services themselves. In other cases, they will arrange for third-party vendors to deliver the services. Custodians can also discount or waive their fees for some of these services or pay all or a part of a third party's costs.

Custody & Brokerage Costs

Integrated custodians generally do not charge the firm's clients' custodial accounts separately for their services. They are compensated by charging clients commissions or other fees on their trades or settling into the custodial accounts. Custodians will charge clients a percentage of the dollar amount of assets in the account for some custodial client accounts instead of commissions. Custodian commission rates and asset-based fees applicable to client accounts are negotiated based on Integrated's commitment to maintaining client assets in accounts at the custodian. This commitment benefits clients because clients' commission rates and asset-based fees are generally lower than if Integrated had not committed. In addition to commissions, or asset-based fees, custodians charge a flat dollar amount as a "trade away" fee for each trade the firm executes by a different broker-dealer, where the securities bought or the funds from the securities sold are deposited (settled) into a custodial account. These fees are in addition to the commissions or compensation clients pay the executing broker-dealer. *(For additional details, please refer to each custodian's specific "Fee Schedule.")*

Soft Dollars

An investment adviser receives a custodian's soft dollar benefits when receiving research or other products and services in exchange for client securities transactions or maintaining account balances with the custodian. Our preferred qualified custodians will offer

various services to us, including custody of client securities, trade execution, clearance and settlement of transactions, platform systems access, duplicate client statements, research-related products and tools, access to the trading desk, and block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts), the ability to direct debit advisory fees directly from client accounts, access to an electronic communications network for order entry and account information, access to no-transaction-fee mutual funds and individual, institutional money managers, and the use of overnight courier services. Receipt of these economic benefits creates a conflict of interest that could directly or indirectly influence Integrated to recommend a custodian to clients for custody and brokerage services as we receive an advantage but do not have to produce or pay for the research, products, or services; custody services are paid for as part of the client's fee.

Brokerage and research services provided by broker-dealers may include, among other things, effecting securities transactions and performing services incidental to it (such as clearance, settlement, and custody) and providing information regarding the economy, industries, sectors of securities, individual companies, statistical data, taxation, political developments, legal developments, technical market action, pricing and appraisal services, credit analysis, risk measurement analysis, and performance analysis. Such research services can be received in written reports, telephone conversations, personal meetings with security analysts and individual company management, and attending conferences. Research services may be proprietary - research produced by the broker's staff or third-party - originating from a party independent from the broker providing the execution services.

A conflict of interest may exist in making a reasonable good-faith allocation between research services and non-research services because Integrated allocates the costs of such services and benefits between those that primarily benefit us and those that mainly help clients. Certain client accounts may benefit from the research services, which did not pay commissions to the broker-dealer. Receiving brokerage and research services from any broker executing transactions for Integrated's clients will not reduce the adviser's customary and usual research activities. The value of such information is indeterminable in Integrated's view. Nevertheless, the receipt of such research may be deemed to be the receipt of an economic benefit and, although customary, may be considered to create a conflict of interest between Integrated and its clients, as services received from our custodians benefit Integrated because the firm does not have to produce or pay for them if a required minimum of client assets is maintained in accounts at each custodian. This required minimum can give Integrated an incentive to recommend that our clients maintain their accounts with a specific custodian based on our interest in receiving custodial services that benefit our business rather than based on a client's interest in receiving the best value in services and the most favorable execution of their transactions.

In some cases, Integrated may receive non-research - administrative or accounting services and research benefits from the broker-dealers' services. When this happens, Integrated will make a good-faith allocation between the non-research and research portion of the services received and pay Integrated money ("hard dollars") for the non-research part.

[Beneficial Interest in Custodial Services](#)

Client transactions and the compensation charged by our custodians might not be the lowest compensation Integrated might otherwise be able to negotiate; clients may pay commissions, markups, or markdowns higher than those other broker-dealers in return for soft dollar benefits (also known as "paying-up"). Subject to Section 28(e), Integrated may pay a broker-dealer a brokerage commission more than another broker might have charged for effecting the same transaction recognizing the value of the brokerage and research services the broker provides. Because we believe it is imperative to our investment decision-making process to access this type of research and brokerage, in circumstances where we feel the execution is comparable, we may place-specific trades with a particular broker-dealer providing brokerage and research services to the firm. Broker-dealers' research services may be used in servicing any or all of our clients and can be used in connection with clients other than those making commissions to a broker-dealer, as permitted by Section 28(e).

Only a few possible firms meet Integrated's sourcing criteria for providing our clients with a reliable and satisfactory custodial platform. Integrated's preferred qualified custodians offer similar soft dollar programs, and as such, we mitigate conflicts of interest by not considering this factor in our selection of appropriate custodians. While we could have the incentive to cause clients to engage in more securities transactions that would otherwise be optimal to generate brokerage compensation with which to acquire such products and services, based on Integrated's interest in receiving the research or other products or services, rather than on our *client's* interests in obtaining the most favorable execution, this conflict is eliminated by having a quantitative investment process that creates trades only when the investment model signals the appropriateness of the transaction. Additional transactions are not made. Furthermore, the clients receive greater access to advanced research and portfolio management tools that improve their service - soft dollar benefits are used to service all client accounts, not only those paid for the benefits.

Given the client assets under management, we do not believe that maintaining at least the required minimum of those assets per custodian to avoid paying each quarterly service fee presents a material conflict of interest, as we have confidence our preferred qualified custodian selection is in the best interests of our clients. The scope, quality, and price of the services we receive support the belief that our custodian(s) services do not only benefit only us.

Custodial Statements

Clients will receive – at a minimum - quarterly account statements directly from the account custodian who maintains their investment assets. Integrated statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of individual securities.

Integrated urges clients to promptly review any statements they receive directly from their custodian or otherwise upon receipt to ensure account transaction accuracy. Clients should also compare their account(s) ' investment performance against the appropriate benchmark as applicable to the type of investments held in the account and any periodic report or information from us. The reports received from Integrated may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of particular securities.

(See Item 13 - Review of Accounts for additional details.)

Best Execution

Integrated acts on its duty to seek “best execution.” As a matter of policy and practice, Integrated conducts initial and ongoing due diligence policies, procedures, and practices regarding soft dollars, best execution, and directed brokerage. Integrated seeks to ensure compliance with the client's written Advisory Agreement (and IPS, if applicable to the type of account opened) and observe best practices. Still, a client may pay a higher commission than another custodian might charge to affect the same transaction when it is determined, in good faith, that the commission is reasonable given the value of the brokerage and research services received. In seeking best execution, the determinative factor *is not the lowest cost possible* but whether the transaction represents the best qualitative execution, taking into consideration the complete range of services available, including, among others, the value of research provided, execution capability, financial strength, the commission rates, and responsiveness. While Integrated will seek competitive rates, they may not necessarily obtain the lowest commission rates for client transactions.

Directed Brokerage

Sometimes, a client may direct Integrated in writing to use another broker-dealer/custodian to execute some or all transactions for the client's account. The client will negotiate terms and arrangements for the account with the custodian; Integrated will not seek better execution services, better prices, or aggregate client transactions for execution through other custodians with orders for other accounts managed by the adviser. As a result, the client may not achieve the most favorable execution of client transactions; directed brokerage may cost the client money. The client may pay higher commissions or other transaction costs or greater spreads, may not be able to aggregate orders to reduce transaction costs, or may receive less favorable prices on transactions for the account that would otherwise be the case had the client used the adviser's recommended custodian(s). Subject to its duty of best execution, Integrated may decline a client's request to direct brokerage if, at our discretion, such directed brokerage arrangements would result in additional operational difficulties.

Special Considerations for ERISA Clients

A retirement or ERISA Plan client may direct all or part of portfolio transactions for its account through a specific custodian to obtain goods or services on behalf of the Plan. Such direction is permitted provided that the products and services offered are reasonable expenses of the plan incurred in the ordinary course of its business. Otherwise, it would be obligated and empowered to pay. ERISA prohibits directed brokerage arrangements when the goods or services purchased are not for the exclusive benefit of the Plan. Integrated does arrange for the execution of securities transactions for 401k Plans as a part of this service. Trades are executed directly through employee Plan participation.

Investment Allocation & Trade Aggregation Policy

Our firm or persons associated with our firm may buy or sell securities for you while we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("aggregated trading"). In such cases, a conflict of interest exists because we can trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, our policy is that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities. Integrated's allocation and aggregation processes require fair and equitable treatment of all client orders. *(See Item 11: Code of Ethics, Participation or Interest In Client Transactions & Personal Trading.)*

Client Participation In Transactions

Integrated makes investment decisions, and trades client accounts in aggregation, particularly when clients have similar objectives. We will seek consistency in our investment approach for all accounts with similar investment goals, strategies, and restrictions. *(See Item 11: Code of Ethics, Participation or Interest In Client Transactions & Personal Trading.)*

Trading Errors

Even with the best efforts and controls, trade errors may happen. If a trade is placed for a client's account, which causes a breach of any regulatory, contractual, investment objective or restriction parameters ("trade error"), such trade error will be immediately reported internally for prompt review, direction, and action to ensure that the client is not disadvantaged. If a trading error occurs in a client's account, Integrated's policy is that its clients' interests always come first. Trade errors will be fixed promptly and efficiently upon discovery to help minimize damages to restore the client's account to the position it should have been in had the trading error not occurred.

Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. Generally, the client will be reimbursed for any loss incurred due to an Integrated trade error. Gains from the trade error will either remain with the client or accumulate in an error account to offset error losses. In all circumstances involving our trade errors, clients will be "made whole." In cases where trade errors result from the client's inaccurate instructions, the trading error will remain the client's financial responsibility.

Integrated's Chief Compliance Officer is available to address any questions a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangement may create.

ITEM 13: Review of Accounts

No less than annually, as indicated herein and within each client's executed Advisory Agreement, client accounts are reviewed by the Investment Adviser Representative responsible for the account. Integrated's investment professionals will meet with **investment management and supervisory services, ERISA - retirement and employee benefit plan benefit services, and Wrap Fee Program services** clients to evaluate their accounts and will discuss, at a minimum, the client's investment objectives and financial situation to verify the suitability of investments, financial plan, and portfolio exposures to ensure the advisory services provided to clients are consistent with investment needs and objectives. More frequent reviews are triggered by material market, economic or political events, client requests, or changes in the client's financial situation, such as retirement, termination of employment, a physical move, or inheritance. Changes in tax laws, new investment information, and other changes in the client's financial or personal situation can also prompt a review. Secondary reviews are conducted randomly by a member of Senior Management and/or the CCO.

Integrated recommends **financial planning and consulting services** clients meet annually, at a minimum, to discuss any needed adjustments to the client's plan. Follow-up interviews are typically made to evaluate and collect client financial data to determine changes in their individual and financial circumstances, including but not limited to a marriage, divorce, birth, death, inheritance, lawsuit, retirement, job loss or disability. Other reviews can be conducted upon client request.

Each of the above reviews is conducted as part of Integrated's contracted services; clients are not assessed additional fees for the assessments.

Hourly and fixed fee consulting services clients do not customarily receive follow-up reviews. Reviews are conducted upon client request.

Managed account solutions program services client accounts will undergo reviews according to the referred manager's internal procedures, as described within the account manager's Program Agreement and other account opening documents, to safeguard portfolios, allocations, and activities consistent with client objectives and risk parameters. Clients should consult their TPM's Program Agreement for exact details.

Account establishment is not required for **educational seminars and workshop services** clients.

Clients do not receive regular additional reviews beyond the services contracted in the advisory Agreement or as required under Rule 206(4)-2 of the Adviser's Act. Additional reports can be provided on an ad hoc basis.

Client Reports

Regular Reports

At the time of account inception, **investment management and supervisory services, ERISA - retirement and employee plan benefit services, and Wrap Fee Program services** clients will direct their custodian to send them statements at least quarterly and provide Integrated duplicate copies of all periodic statements and other reports for the account the custodian sends to the client. Custodial quarterly reports will describe all activity in the account during the preceding quarter, including holdings, account transactions, contributions, withdrawals, fees and expenses, and the account value at the period beginning and ending. Statements may also include performance, other pertinent, appropriate information, and documents necessary for tax preparation. Statements

and reports are sent to the address provided by the client to Integrated and the client's custodian or a different address to which the client may request they be sent in writing.

After the initial report delivery and completion of services, Integrated **financial planning and consulting services** clients will receive reports summarizing Integrated analysis and conclusions as requested by the client or otherwise agreed to in writing.

According to the referred third-party manager's Program Agreement, accounts managed by Integrated's **managed account solutions program services** will generally receive reports directly from their referred third-party Program manager, including relevant account and market-related information. Each month clients participating in this service will receive either a written statement or electronic notice via established secure online access from their Program custodian alerting them to statement availability and describing all account activity. Clients should consult their Program Agreement for exact details.

Clients do not receive regular additional reviews beyond the services contracted in the Advisory or Program Agreement or as required under Rule 206(4)-2 of the Adviser's Act. Additional or more frequent reports can be provided according to Integrated Advisor Representative practices or ad hoc.

As noted previously, Integrated urges clients to promptly review any statements they receive directly from their custodian or otherwise upon receipt to ensure account transaction accuracy. Clients should also compare their account(s) ' investment performance against the appropriate benchmark as applicable to the type of investments held in the account and any periodic report or information from us. The reports received from Integrated may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of particular securities.

Integrated cannot guarantee the accuracy or completeness of any report or any other information provided to the client or adviser by the custodian or another service provider to the client. Integrated encourages clients to ask questions about their assets' custody, safety, security, or any statements received and report inconsistencies. If a client believes there are any inaccuracies or discrepancies in any reports received, whether from their custodian or Integrated directly, or if they do not understand the information in any report, document or statement received, they should promptly, *and in all cases before the next statement cycle*, report any items of concern to Integrated. Unless the client indicates otherwise, by promptly notifying Integrated in writing of concerns regarding statements received, investments Integrated makes in line with their stated investment objectives or on their behalf shall be deemed to conform with the client's investment objectives. Any verbal communications, inquiries, or concerns about their account statements should be re-confirmed in writing.

ITEM 14: Client Referrals & Other Compensation

Client Referrals

Integrated receives client referrals from current clients, estate planning attorneys, accountants, employees, personal friends and other similar sources. The Adviser does not compensate for these referrals.

Third-Party Referrals

Integrated has entered into several agreements whereby, after appropriate due diligence, it retains the ability to select, recommend, and provide access to certain independent third-party investment advisers with whom it has entered an agreement to make their services available to guide and/or administer clients' or prospective clients' accounts. When referring clients for the services of such outside third-party managers ("TPMs"), Integrated will only refer clients for which it has reasonable grounds for believing the services of the approved TPM are suitable and appropriate and then only to TPMs registered with the Securities and Exchange Commission ("SEC") or with the applicable state(s) who comply with all applicable securities, investment adviser regulations and laws, and Advisers Act Rules. Integrated will only refer those clients to asset managers if it believes it is in their best interest according to the client's financial circumstances and investment objectives.

Integrated is compensated by the referred advisers who receive these referrals via a fee share arrangement between 15% and 50%. Shared fees will not exceed any limit imposed by any regulatory agency. Either party's written notice may terminate the Agreement between the Adviser and the referred third party. These relationships are disclosed in the contract between the Adviser and each third-party adviser and the client or prospective client. At the time of any such activities, Advisor Representatives will disclose such referral arrangements to affected clients, in writing, (1) whether they are a client or a non-client, (2) that they will be compensated for the referral, (3) the material conflicts of interest arising from the relationship and/or compensation arrangement, and (4) all material terms of the arrangement, including a description of the compensation to be provided for the referral and other such disclosures as may be required by the referred manager or state in which the referral takes place.

Integrated does not have the authority to accept client(s) on behalf of an outside referred manager. The referred TPM has no responsibility to accept any prospective client referred by Integrated. Any specific advice will be delivered to the client by the referred TPM, not Integrated. The referred managers to whom Integrated recommends clients provide the Adviser with an economic benefit for prospective clients. Although Integrated is incentivized to recommend clients to referred managers, its primary responsibility is ensuring its suitability for referred clients.

Integrated is under no obligation to continue referrals to any referred investment manager's services.

Other Compensation

Outside of the disclosures made herein, Integrated does not compensate any other individual or firm for client referrals or receive compensation from another third party to provide investment advice.

Conflicts of Interest

The receipt of compensation by Integrated and its Associates, as described herein, presents a conflict of interest. Participating in these activities for compensation or other benefits may incentivize Integrated or an Associate to recommend products to clients based on the payment, compensation, or benefit received rather than client needs. Further, the objectivity of the advice rendered to advisory clients could be biased. Integrated addresses such conflicts of interest by requiring Associates to disclose any such activity fully, the compensation received, and the relationship. Associates satisfy the requirement by revealing to clients the nature of the transaction or relationship, their role, and any compensation paid to them by the brokerage, insurance, or other firms with which they are affiliated. Integrated makes no assurance that the products or the products of another entity are offered at the lowest available cost.

Clients are under no obligation to act upon any Associate's recommendations or affect any transactions through the Associate should they decide to follow the suggestions received. Additional details of how Integrated mitigates interest conflicts can be found in the firm's comprehensive written compliance supervisory policies and procedures and Code of Ethics. Integrated's Code is available for review for free to any client or prospective client upon request.

ITEM 15: Custody

Custodial Practices

Integrated's policy does not accept physical custody of a client's securities. Clients will keep all account assets with the custodian of their choosing governed by a separate written brokerage and custodial account agreement between them and an independent and separate qualified custodian who will take possession of all account cash, securities, and other assets. Account checks, funds, wire transfers, and securities will be delivered between the client and the custodian of the record. Integrated is not authorized to withdraw any money, securities, or other property from any client custodial account in the client's name or otherwise.

While Integrated prohibits the firm or its Associates from obtaining, accepting, or maintaining control of client funds, securities, or assets, with a client's consent, the Adviser may be provided with the authority to seek deduction of its fees from a client's custodial accounts. This process generally is more efficient for both the client and the Adviser. The client will directly provide written limited authorization instructions - either on the qualified custodian's form or separately, to their custodian and request the custodian provide a "transfer of funds" notice to them at their address of record after each advisory fee payment transfer occurs.

Third-Party Transfers

If Integrated is granted the authority to effect transactions other than trading within an account, it will be deemed to have custody, as such authorization permits it to withdraw funds from the client's account. Integrated requires the client to complete and sign the appropriate Standing Letter of Authorization ("SLOA") or other required documentation when facilitating transfers or distributions. Integrated's policy ensures it complies with the SEC's conditions outlined in their No-Action Letter of February 21, 2017, intended to protect client assets in such situations.

The Adviser will require:

1. the client provides an instruction to the qualified custodian in writing, which includes the client's signature, the third-party's name, and either the third-party's address or the third-party's account number at a custodian to which the transfer should be directed,
2. the client authorizes Integrated, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time,
3. the client's custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization, and provides a transfer of funds notice to the client promptly after each transfer,
4. the client can terminate or change the instruction to the client's custodian,

5. Integrated has no authority or power to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction,
6. Integrated maintains records showing that the third party is not a related party of the Adviser or located at the same address as the Adviser, and
7. in writing, the client's custodian sends the client an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Currently, Integrated is not subject to an annual surprise audit.

Third-party management program services clients will follow the custody and SLOA procedures of the Program manager. Clients should refer to the third-party manager's Program Agreement for exact details.

ITEM 16: Investment Discretion

Account Management Style

Integrated advisory services are offered either on a **discretionary** or **non-discretionary** basis. Details of the relationship are fully disclosed before any advisory relationship commences, and each client's executed Agreement reflects complete information for the account management style.

Discretionary Authority

Under discretionary account management authority, Integrated will execute securities transactions for clients without obtaining specific client consent before each transaction. Discretionary authority includes the ability to do the following without contacting the client:

- determine the security to buy or sell,
- determine the amount of security to buy or sell, and
- determine the timing of when to buy or sell.

For this type of management style, clients will provide discretionary management style authority via written authorization granting Integrated complete and exclusive discretion to manage all investments, reinvestments, and other transactions for their account as Integrated deems appropriate in furtherance of their investment risk profile and IPS, with such changes as the client and their Advisor Representative may agree to from time to time - collectively, the "Investment Guidelines."

Discretionary authority is limited to investments within a client's managed accounts. Clients may impose restrictions on investing in particular securities or types or limit authority by providing written instructions. They may also amend/change such limitations by providing written instructions. Clients will sign a "Limited Power of Attorney" as a stand-alone document or as part of the account opening paperwork through their custodian, and Integrated will only be required to maintain or solicit clients' consent for trades made on positions explicitly discussed during the introductory interview, such as inherited stock that the client would like to hold on to for sentimental reasons or as otherwise specified.

In all cases, the discretionary authority will be exercised consistent with the stated investment objectives for the particular client account and remain in full force and effect, notwithstanding the incompetence or disability of the client, until terminated in a written notice to the Adviser.

Non-Discretionary Authority

Some clients may engage their Advisor Representative to manage securities on a non-discretionary account management authority. Non-discretionary account management authority requires clients to initiate or pre-approve investment transactions in their accounts before they occur. Clients may decide not to invest in securities or types of securities and refuse to approve securities transactions. Clients will execute all documents required by Integrated or their custodian to establish the account trading authorization, and Integrated will recommend and direct the investment and reinvestment of securities, cash, and financial instruments held in the client's accounts as deemed appropriate in furtherance of the client's investment guidelines, with such changes as the client and their Advisor Representative may agree to from time to time. Under this management style, Integrated must receive approval from the client before placing any trades in the client's account. As a result, *until Integrated reaches the client*, no transactions will be placed in the client's account(s).

Similar to discretionary authority, the non-discretionary authority will remain in full force and effect, notwithstanding the incompetence or disability of the client, until terminated in a written notice to the Adviser.

For both account management styles, if clients object to any investment decision, a mutually agreed-upon decision will be made and documented if necessary. It is always preferred that the client and Integrated engage in discussions to resolve any potential opinion differences. However, if the client repeatedly acts inconsistent with the jointly agreed upon investment objectives, Integrated reserves the right to cancel the client's Agreement after written notice. Similarly, the client reserves the right to cancel their Agreement with the Adviser according to the Agreement provisions if they so desire.

Once an investment portfolio is constructed, Integrated will provide ongoing supervision and rebalancing of the portfolio as changes in market conditions and client circumstances may require. Integrated seeks to undertake minimal trading in client accounts to keep transaction fees, other expenses, and tax consequences associated with trading to nominal levels.

Managed account solutions program ("MAS") services client accounts will typically be managed on a discretionary basis with limited trading authorization according to the Program Agreement executed with the referred manager. Clients should consult their Program Agreement for exact details.

ITEM 17: Voting Client Securities

Proxy Voting

Integrated will not ask for or accept voting authority for client securities. Clients will receive proxy material directly from the security issuer or their custodian and maintain the responsibility for exercising their right to vote proxies. Integrated is not obligated to forward copies of class action notices to clients or agents. For accounts subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), the plan fiduciary holds plan account proxy voting authority and responsibility. Proxy voting for plans governed by ERISA must conform to the plan document. If the investment manager is listed as the fiduciary responsible for voting proxies, the obligation will be designated to another fiduciary and reflected in the plan document.

While Integrated may assist a client with their proxy questions, it shall not be deemed to have proxy voting authority solely because of providing client information about a particular proxy vote in either of the above situations; it is the client's obligation to vote their proxy. Clients should contact the security issuer before making any final proxy voting decisions.

Class Action Suits, Claims, Bankruptcies & Other Legal Actions & Proceedings

A class action is a procedural device used in litigation to determine the rights and remedies for many people whose cases involve common questions of law and fact. Class action suits often arise against companies that publicly issue securities, including those recommended by investment advisors to clients.

Integrated has no obligation to advise, determine if securities held by the client are subject to a pending or resolved class-action lawsuit, or act for the client in these legal proceedings involving securities currently or previously held by the account or securities issuers. The Adviser has no duty to evaluate a client's eligibility or submit a claim to participate in the proceeds of a securities class action settlement, verdict, or obligation to forward copies of notices received to clients or their agents.

It is the client's responsibility to respond to class action suits, claims, bankruptcies, and other legal actions/proceedings involving securities purchased or held in their account and/or to initiate litigation to recover damages on behalf of clients who may have been injured as a result of actions, misconduct, or negligence by the corporate management of issuers whose securities they hold. Integrated will not advise or act for the client in these legal proceedings involving securities held or previously held by the account or the issuers of these securities.

Integrated does not provide legal advice or engage in any activity that might be deemed to constitute the practice of law or accountancy and is not obligated to forward copies of class action notices received to clients or their agents.

ITEM 18: Financial Information

Balance Sheet

Integrated does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore does not need to include a balance sheet with this brochure.

Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither Integrated nor its management has any financial conditions that will likely impair its ability to meet contractual commitments to investors. Nor has it been involved in an award or otherwise found liable in an arbitration claim alleging damages in excess of \$2,500 or any investment or investment-related activity concerning fraud, false statements or omissions, theft, embezzlement or the other wrongful taking of property, bribery, forgery, counterfeiting or extortion, dishonest, unfair or unethical practices, or found liable

in a civil, self-regulatory organization or administrative proceeding involving investment or investment-related activity involving the preceding. Integrated has no additional financial circumstances to report.

Bankruptcy Petitions in The Previous Ten Years

Integrated has no financial impairment that will preclude it from meeting contractual client commitments. The Adviser meets all net capital requirements to which it is subject and has not been the subject of a bankruptcy petition in the last ten years.

Disciplinary Disclosures

Certain of Integrated's financial professionals have legal or disciplinary histories to disclose. Please visit the United States Securities and Exchange Commission's ("SEC") website at www.adviserinfo.sec.gov for a free and simple search tool to research Integrated and its financial professionals, management members, officers, and firm principals.

ITEM 19: Additional Information

Business Continuity Plan Overview

Securities industry regulations require that investment advisers inform their clients of their plans to address the possibility of significant business disruption ("SBD") from unexpected events such as power outages, natural disasters, or other such occurrences. Firms must be able to provide continuous and uninterrupted services to their clients, and critical systems must function during such incidents so that the firm can resume operations as quickly as possible, given the SBD's scope and severity. In addition, they must meet their obligations to clients, counterparties, and others during any emergency or SBD.

Since the timing and impact of disasters and disruptions are unpredictable, firms must be flexible in acting. Well thought out, advanced preparations and effective procedures can significantly minimize downtime in the face of a disaster or outage. To satisfy this requirement, Integrated has developed a comprehensive Business Continuity Plan ("BCP" or "Plan") to detail how it will react when faced with such conditions. While no contingency plan can eliminate all service interruption risks, Integrated's BCP strives to set forth the firm's policies and practices under various SBD situations and mitigate all credible threats while keeping up with changes to the Adviser's business, structure, operations, and location.

Firm Policy

Integrated's guiding principle is that protecting clients, employees/Associates and family members always take precedence over preserving business assets. Accordingly, Integrated's policy is to respond to an SBD by first safeguarding the lives of its clients, employees/Associates, family members, and others, and then firm property, making a quick financial and operational assessment, protecting and preserving all advisory books and records, and promptly recovering and resuming operations to allow clients to continue to transact business as rapidly as possible.

Recovery times may vary depending on the nature and severity of the disruption; however, the objective of restoring mission-critical operations is 0-72 hours.

BCP Summary

Integrated's BCP - reviewed, tested regularly, and updated no less than annually, anticipates two kinds of SBDs, internal and external. Internal SBDs affect only the firm's ability to communicate and do business, such as a fire in the building. External SBDs prevent the operation of the securities markets for several firms and may include terrorist attacks, floods, or wide-scale regional disruptions.

Integrated's BCP addresses all mission-critical systems, office closing and relocation procedures, and employee alternative physical locations. In addition, regulatory reporting and alternate communications between the Adviser and its clients, employees, critical business constituents, banks, counterparties, regulators, and others are detailed to preserve uninterrupted communication. The Plan also defines data backup and recovery procedures (hard copy and electronic) and succession planning in the event of crucial personnel absence. Further, Integrated requires its primary internal and external vendor systems providers to periodically verify and test their backup capabilities to promptly provide the necessary information and applications to continue or resume business in an emergency or SBD situation.

Integrated carries out its BCP under the direction of the Disaster Recovery Executive Coordinator (the "DREC"). The DREC is responsible for making an immediate preliminary assessment of the nature and extent of any disruption and communicating the firm's BCP to employees, clients, critical business constituents, and regulators.

When an internal or external event, either minor or significant, occurs or appears to be developing, Integrated's DREC will be notified. Upon notification or becoming aware of an SBD event, the DREC will implement BCP emergency procedures, secure the headquarters as much as possible, and advise all employees to call the firm's emergency line directly @ 855.729.4222. The Adviser will transfer

its operations to a local worksite if a business disruption affects only Integrated or a specific area within the firm. If a disruption affects the firm's business district, city, or region, operations will be transferred to an alternate worksite outside the affected area. Telephone service will continue, and regular work processes will resume at its alternate location(s). Integrated will continue conducting business in either situation and notify its clients about maintaining contact through a message recorded on its main phone number and website posting.

Integrated does not maintain custody of client funds or securities; clients maintain all account assets at an independent qualified custodian with whom they can always communicate and access assets directly, with or without the Adviser's intervention. In the event of an SBD, Integrated will help facilitate client access to these external accounts by resolving their questions, providing status updates, and offering up-to-date contact information to assist them in reaching their custodians and – if applicable, for the type of account opened, any third-party managers ("TPMs") directly.

If a client's custodian or TPM is also impacted by an SBD or cannot otherwise be reached, Integrated will generate a bulk email via the firm's then-current Internet-based communications platform to inform the situation and safeguard clients' awareness of developments. Integrated will also relay communications to custodians and TPMs on the client's behalf.

If an SBD is so severe that it prevents the firm from conducting advisory business, Integrated will promptly update its voice message and website. If it is determined that the firm cannot continue its advisory business, clients will be assured swift access to their funds, securities, and prepaid fees, by direct contact with their respective custodians and TPMs (*as applicable*).

Additional Information

Integrated's BCP is designed to allow the firm to continue to provide the quality service its clients have come to expect. Please contact us directly with any questions about the firm's practices or to request a complete copy of our Plan:

INTEGRATED ADVISORS NETWORK, LLC

P.O. Box 25523

Dallas TX 75225

Telephone: 855.729.4222

Fax: 310.742.0227

www.integratedadvisorsnetwork.com

Information Security Program

Integrated maintains an Information Security Program to reduce the risk of clients' personal and confidential information breaches. Please contact us directly at 855.729.4222 with any questions regarding this topic.

Privacy Practices

Your relationship with us is based on trust and confidence. This privacy policy ("Privacy Policy" or "Policy") describes the ways Integrated Advisors Networks, LLC collects, stores, uses, discloses, and protects the privacy of the personally identifiable and non-personally identifiable information we may collect from you or that you may provide. Our goal is to treat the information you furnish us with the utmost respect following this Policy and safeguard and protect the information you have provided securely and professionally. We remain committed to this objective.

What is Personally Identifiable Information?

Personally identifiable information ("PII") describes the information associated with you. It can be used to identify you and includes your name, address, phone number, zip code, e-mail address, and other similar data. *Non-personally identifiable information* ("non-PII") is information that does not identify a specific person or is publicly available. Non-PII may include, for example, your IP address, browser type, domain names, access dates, and similar information.

Categories of Information We Collect

The personal information we collect and share will depend on the product or service. Confidential personal data collected about you can include but not be limited to:

- information we receive from you via applications or other forms, such as your name, address, phone or social security number, occupation, assets, income,
- investment experience and other financial and family information, and

- information about your transactions with us or the brokerages, banks, and custodians with whom you hold investment or cash accounts, including account numbers, holdings, balances, transaction history, and other financial and investment activities.

How We Collect Your Information

We collect your personal information; for example, when you seek investment advice, tell us about your investment portfolio(s), open an account, make account deposits or withdrawals, or provide your income details. We also collect your personal information from others, such as other companies.

We do not knowingly solicit information from or market our products or services to children.

How We Use Your Information

We may use information that we collect about you or that you provide to us, including any personal information, for any purpose, including but not limited to:

- personalize our contact with you, or verify your identity when accessing our services,
- compare information for accuracy and record verification,
- provide information, materials, products, or the services you request,
- improve, modify, customize, and measure our services,
- develop new products and services,
- send you administrative messages, content, and other services and features in which we believe you may be interested,
- provide you with information about our products and services, including while you are on our website online services or after you visit such online services,
- contact you for the potential purchase of insurance or other financial products,
- operate, provide, improve, and maintain our website to prevent abusive and fraudulent use of our website or enforce our Terms of Use and any other agreements between you and our firm, and
- for any other administrative and internal business purposes permitted by law.

Sharing Non-Public Personal & Financial Information

Financial companies must share customers' personal information to run their everyday business and provide services. Even when required to do this, we are committed to the protection and privacy of your personal and financial information. We will share your personal information with only those non-affiliated third-party service providers authorized to use your data as necessary to support our business operations, such as:

- when necessary to complete an account transaction, such as with the clearing firm or account custodians,
- when required to maintain or service an account,
- for marketing services,
- when requested by a fiduciary or beneficiary on the account,
- when required by a regulatory agency or for other reasons required or permitted by law,
- to our attorneys, accountants, or compliance consultants,
- to provide customer service or resolve customer disputes,
- to provide data storage, payment, or technology support and services, or
- for risk solution provisions, analytics, or fraud prevention,
- in connection with a sale or merger of our business, or
- in any circumstance that has your instruction or consent.

The personal information we share for business purposes may include any categories of personal information identified in this Privacy Policy that we may collect.

Protection of Personal Information

We maintain various security measures to protect against the loss, misuse, and alteration of the information under our control. We restrict access to personal and account information to only those employees who need to know the information to provide products or services to you. Physical, electronic, and procedural safeguards are in place to guard client data using security measures that comply with federal law, such as computer protection, secured files, and buildings. Finally, although no business can wholly guarantee that information will remain free from unauthorized access, use, disclosure, or alteration, we make consistent, diligent, and good-faith efforts to maintain information security, utilizing safety measures designed to prevent unauthorized access or usage.

Internet Use

You can visit us on the Internet at www.integratedadvisorsnetwork.com without telling us who you are or revealing any information about yourself, including your e-mail address. In this case, our web servers may collect the domain name you used to access the Internet, such as www.aol.com, the website you came from and visited next, and other data. We use this data to monitor site performance and make the site more accessible and convenient. *(Please visit us at www.integratedadvisorsnetwork.com to review our website "Terms of Service.")*

Sharing Information & Consumer Choice

When you provide information to us, we may share your information, to the extent provided by applicable law, with our affiliated companies and third parties to fulfill your requests and offer you other services that may interest you. Your information is not shared with any third party unless requested by you or permitted by law. Under no circumstance will we sell or transfer your information to any ad network, ad exchange, data broker, or other advertising or monetization-related service. We may also aggregate statistics about our customers, sales, traffic patterns, and services and provide these statistics to third parties; however, when we do, the statistics will exclude any personal information that identifies individuals. We will not provide your personal information to mailing list vendors or Promoters. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal data, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your records as the law permits.

Federal law allows you to limit sharing information about your creditworthiness for affiliates' everyday business purposes, affiliates from using your information to market to you, and sharing for non-affiliates to market to you. State and international laws and individual companies may provide additional rights to limit sharing. *(Please contact us directly for specific state and residence privacy requirements.)*

Notification In the Event of A Data Breach

Although we make reasonable faith efforts to maintain your information securely, no firm or individual can guarantee that shared information will remain free from unauthorized access, use, disclosure, or alteration. If an unauthorized party breaches your personally identifiable information, we will comply with applicable state laws in notifying you of the breach.

Former Customers

Personally identifiable information about you will be maintained while you are a client and for the crucial period after that, as federal and state securities laws require if you close your account(s) or become an inactive customer. After that time, information may be destroyed.

Accessing or Correcting Your Information

You may access your data collected by us by sending a request to the below address. If you believe that an error has been made in the accuracy of the information collected from you, we will correct such error upon adequate verification of the error and the person's identity seeking the correction. If you wish to access, remove, or correct any personally identifying information you have supplied to us or have any questions about this Privacy Policy, you may contact us by sending a letter to the address on the cover of this Brochure.

Changes to Our Privacy Policy

We reserve the right to modify or supplement Integrated's Privacy Policy statement at any time. If we make any material changes, we will notify our existing clients and update our website to reflect such changes, including disclosing the Policy's last revised date.

Questions

Please contact us as follows if you have any questions or concerns regarding our privacy or business practices:

INTEGRATED
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Dallas TX 75225
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