



## **Signet Financial Management, LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: November 9, 2023**

This Disclosure Brochure provides information about the qualifications and business practices of Signet Financial Management, LLC (“Signet” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact the Advisor at (973) 543-6660.

Signet is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through Signet to assist you in determining whether to retain the Advisor.

Additional information about Signet and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 105310.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about Advisory Persons of Signet, which is provided as a separate document from this Disclosure Brochure.

Signet believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Signet encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

The following material change has been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor has amended its disclosures to reflect its institutional relationship with Folio Investments, Inc. dba Goldman Sachs Custody Solutions ("GSCS") to establish client accounts. Please see Items 12 and 14 for more information.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in the Advisor's business practices, changes in regulations, and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Signet.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 105310. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (973) 543-6660.

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## Item 4 – Advisory Services

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### A. Firm Information

Signet Financial Management, LLC (“Signet” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). Signet is a limited liability company (“LLC”) formed under the laws of the State of Delaware in 2009. Prior to 2009, the Advisor was an LLC in the State of New Jersey. Signet has been a registered investment advisor with the SEC since January 1988. On March 31, 2017, Krasney Financial, LLC changed its business name to Signet Financial Management, LLC. Signet is owned and operated by Kenneth (“Matt”) M. Etter (Partner and President), Evgeniy (“Eugene”) Y. Yashin (Partner, Chief Executive Officer, and Chief Investment Officer), Shawn Hirsch (Partner, Wealth Management), and Stephen E. Tuttle (Partner, Chief Investment Strategist, and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and advisory services provided by Signet.

Signet offers services through the Advisor’s network of investment advisor representatives (“IARs”). IARs may have their own legal business entities or trade names. The IARs’ trade names may be used for marketing purposes and appear on marketing materials or Client statements. The Client should understand that the businesses are legal entities of the IARs and not of Signet. The IARs are under the supervision of Signet, and the advisory services of the IARs are provided through Signet. The Advisor has the arrangement described above with the following IARs: Christopher Berte and Jason Kohut – Signet Financial Management of SWFL.

### B. Advisory Services Offered

Signet offers investment management and related services to individuals, high-net-worth individuals, trusts, estates, charitable organizations, businesses, and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness, and good faith toward each Client and seeks to mitigate potential conflicts of interest. The Advisor’s fiduciary commitment is further described in its Code of Ethics. For more information regarding Signet’s Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading.

#### Wealth Management Services

Signet provides Clients with wealth management services, which generally include discretionary management of investment portfolios in connection with a broad range of comprehensive financial planning and consulting services. These services are described below.

*Internal Investment Management Services* – Signet offers investment management as a component of its wealth management services. Signet provides customized investment advisory solutions for its Clients. Signet primarily provides discretionary investment advisory and related services for Clients. Signet works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Signet will then construct a portfolio consisting of diversified mutual funds, exchange-traded funds (“ETFs”), individual equity securities, and individual fixed-income securities, as appropriate, to achieve the Client’s investment goals. The Advisor may also utilize options, independent investment managers, private funds, and other types of investments to meet the unique needs of certain Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Signet’s investment strategies are primarily long-term focused, but the Advisor may buy, sell, or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Signet will construct, implement, and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Signet evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Signet may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Signet may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against the market movement. Signet may recommend

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selling positions for reasons that include but are not limited to harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, changes in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

Signet selects, recommends, and/or retains mutual funds on a fund-by-fund basis and seeks to use non-retail or institutional classes when possible. Due to specific custodial or mutual fund company constraints, material tax considerations, and/or systematic investment plans, Signet may select, recommend, and/or retain a mutual fund share class that has a higher expense ratio than an equivalent share class. Signet will seek to select the lowest cost share class available that is in the best interest of each Client and will ensure the selection aligns with the Client's financial objectives and stated investment guidelines.

*Use of Independent Managers* – Signet may recommend that Clients utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client's investment portfolio, based on the Client's needs and objectives. In such instances, the Client will be required to authorize and enter into an investment management agreement with an Independent Manager that defines the terms in which the Independent Manager will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with the Client's investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures) prior to entering into an agreement with an Independent Manager.

At no time will Signet accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian unless otherwise directed by the Client. For additional information, please see Item 12 – Brokerage Practices and Item 15 – Custody.

*Retirement Accounts* – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to the Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA or recommend a similar transaction, including rollovers from one ERISA-sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g., commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor earns a new (or increases its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

*Participant Account Management* – As part of the Advisor's investment management services, when appropriate, the Advisor will use a third-party platform to facilitate the management of held-away assets, such as defined contribution plan participant accounts, with investment discretion. The platform allows the Advisor to avoid being considered to have custody of Client funds since the Advisor does not have direct access to Client log-in credentials to affect trades. Signet is not affiliated with the platform in any way and receives no compensation from them for using their platform. A link will be provided to the Client, allowing the Client to connect an account[s] to the platform. Once the Client's account[s] is connected to the platform, the Advisor will review the current account allocations. When deemed necessary, the Advisor will rebalance the account considering the Client's investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time, minimize loss during difficult markets, and manage internal fees that harm account performance. Client account[s] will be reviewed at least quarterly, and allocation changes will be made as deemed necessary.

*Financial Planning and Consulting Services* – Signet provides financial planning and/or consulting services included with its wealth management services or pursuant to a written financial planning and consulting agreement. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may

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encompass one or more areas of need, including but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, and establish education savings and/or charitable giving programs.

Signet may also refer Clients to an accountant, attorney, or other specialist as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of the contract date, assuming all information and documents requested are provided promptly.

Consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, there is no guarantee of returns, and the Client is under no obligation to implement the transaction through the Advisor.

#### Retirement Plan Advisory Services

Signet provides retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Performance Reporting
- Investment Oversight Services (ERISA 3(21))
- Investment Management Services (ERISA 3(38))
- Ongoing Investment Recommendations and Assistance
- ERISA 404(c) Assistance

These services are provided by Signet serving in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Signet's fiduciary status, the specific services to be rendered, and all direct and indirect compensation the Advisor reasonably expects under the engagement.

*Sub-Advisory Services* – Signet provides customized investment models available through the turn-key asset management portfolio and practice management software platform ("TAMP Platform") of Matrix Settlement & Clearance Services, LLC ("MSCS"). MSCS has developed a customized single-source managed account solution that it makes available to its clients and the clients of third-party investment advisors. The MSCA TAMP Platform provides investment advisors with highly intuitive tools and the ability to invest their client's assets into separately managed accounts ("SMAs") and unified managed accounts ("UMAs") portfolios. MSCS provides Signet with the ability to create personalized investment portfolios on its TAMP Platform, trade order management, order aggregation, and other administrative and operational services. Trading on the MSCS TAMP Platform is executed through the client's custodian.

Signet provides its sub-advisory services on MSCS's TAMP Platform to unaffiliated third-party investment advisors (the "Primary Investment Advisor"), whereby such third parties engage Signet for the purpose of managing all or a portion of the unaffiliated advisor's clients' assets ("outside accounts"). The Primary Investment Advisor will remain the investment advisor for its clients' accounts (herein the "investor[s]"). Under such arrangements, Signet will provide discretionary investment management services, where the management services provided to the outside accounts are based upon established model portfolios that correlate to specific investment objectives and risk tolerance levels of the Primary Investment Advisor's investors.

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The Primary Investment Advisor will communicate with and assist investors in selecting the appropriate model based on information provided to the Primary Investment Advisor. Signet will monitor the investments contained in the outside accounts in order to provide ongoing supervision as to changes in the investments and/or allocations of such investments, which are necessary to adhere to the desired investment objective.

Subject to any written guidelines the investor may provide, Signet will be granted discretion and authority to manage the outside accounts. Accordingly, Signet is authorized to perform various functions, at the investor's expense, without further approval from the investor. Such functions include the determination of the type and amount of securities to be purchased and/or sold. Signet provides continuous supervision and rebalancing of the outside account portfolios as changes in market conditions occur.

The Primary Advisor will be responsible for determining the initial and ongoing suitability of any of Signet's investment portfolios on the MSCS TAMP Platform in which to place the investor's assets. Signet will manage the outside accounts in accordance with the chosen portfolio's stated objectives and will not be responsible for determining the suitability of any chosen strategy/portfolio.

### **C. Client Account Management**

Prior to engaging Signet to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority, and responsibilities of the Advisor and the Client. These services may include:

- Identifying an Investment Strategy – Signet, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Signet will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation, and tolerance for risk for each Client. For sub-advised relationships, the primary advisor shall perform this analysis.
- Portfolio Construction – Signet will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Signet will provide investment management and ongoing oversight of the Client's investment portfolio[s].

### **D. Wrap Fee Programs**

Signet does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Signet.

### **E. Assets Under Management**

As of December 31, 2022, Signet manages \$839,651,662 in Client assets, all of which are on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more agreements with the Advisor.

### **A. Fees for Advisory Services**

#### Wealth Management Services

Wealth management fees are paid quarterly, either in advance of or at the end of each calendar quarter (the "Billing Period"), pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management, including cash and equivalents, at the end of the Billing Period. Wealth management fees are based on the below schedule. Certain legacy Clients may have fee schedules and methodologies that differ from the above, pursuant to the terms of their wealth management agreement with Signet.

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<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
Up to \$500,000	1.10%
\$500,001 and greater	1.00%
Options Overlay Strategies*	1.50%*

\* Available to Clients with a minimum of \$1 million in assets under management.

The wealth management fee in the first Billing Period of service is prorated from the inception date of the account[s] to the end of the Billing Period. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor within the respective strategies. All securities held in accounts managed by Signet will be independently valued by the Custodian. Signet will conduct periodic reviews of the Custodian's valuations.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses described in Item 5.C. below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

*Use of Independent Managers* – As noted in Item 4, the Advisor will implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule that will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.

#### Financial Planning and Consulting Services

Signet provides standalone financial planning and consulting services either on a fixed engagement fee or an hourly basis. Fixed fees range from \$1,500 to \$7,000. Hourly fees range from \$200 to \$250 per hour. Fees may be negotiable depending on the nature and complexity of each Client's circumstances and the services to be provided. An estimate for total hours and/or costs will be determined and provided to Clients prior to engaging in these services.

#### Retirement Plan Advisory Services

Retirement plan advisory fees are charged at an annual rate of up to 0.75% annually. Fees are generally paid quarterly, either in advance of or at the end of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Fees are based on the market value of assets under management in the Plan at the end of the Billing Period.

*Sub-Advisory Services* – The Investor will enter into a separate agreement with MSCS regarding the assets allocated to Signet on their TAMP Platform. The Investor will pay a separate fee for MSCS's services based on MSCS's Disclosure Brochure and applicable contract[s] with MSCS. Services provided through the MSCS TAMP Platform are detailed in Item 4.B. above. Signet's sub-advisory fees are charged an annual fee of up to 1.00%, paid monthly or quarterly at the end of each month or quarter, based on the market value of assets placed with Signet at the end of the prior month or quarter.

## **B. Fee Billing**

#### Wealth Management Services

Wealth management fees will be calculated by the Advisor or its delegate and deducted from the Client account[s] at the Custodian. The Advisor or its delegate will instruct the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective Billing Period end date. The amount due is calculated by applying the Billing Period rate (annual rate divided by four (4)) or [(annual rate divided by the number of days in the year), multiplied by the number of days in the quarter] to the total assets under management with Signet at the end of each Billing Period. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the wealth management fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement, as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Signet directly from their accounts held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian. In

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limited circumstances, the Advisor may invoice the Client directly. In such instances, fees are due upon receipt of the quarterly invoice.

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to Signet, subject to the usual and customary securities settlement procedures. However, the Advisor typically designs its investment portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a Client's investment objectives. Signet may consult the Client about the implications of such transactions. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications. Adjustments to Client fees are made during the billing period following the contribution or withdrawal. If Clients make additions to or withdrawals from their account[s], Signet reconciles the account[s] on a quarterly basis to capture if, on any given day, assets are deposited into or withdrawn from an account after the start of the quarter. An adjustment will be made in the form of a credit or debit to reflect the interim change in portfolio value from the date of the deposit/withdrawal until the end of the quarter.

*Use of Independent Managers* – For Client accounts implemented through an Independent Manager, the Client's overall fees may include Signet's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager[s], as applicable. In certain instances, the Independent Manager or the Advisor may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s].

#### Financial Planning and Consulting Services

Financial planning and consulting fees are invoiced up to 50% of the expected total fee upon execution of the financial planning and consulting agreement. The balance shall be invoiced upon completion of the agreed-upon engagement deliverable[s].

#### Retirement Plan Advisory Services

Retirement plan advisory fees are either deducted from the assets of the Plan or invoiced directly to the Plan Sponsor, pursuant to the terms of the retirement plan advisory agreement.

*Sub-Advisory Services* – Sub-advisory fees are generally calculated and deducted by MSCS from the Investor's account[s] at the custodian.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties other than Signet in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian. Additional fees may include a basis point fee assessed on assets held at the custodian. Certain Custodians recommended by the Advisor do not charge securities transaction fees for ETF and equity trades in Client accounts, provided that the Client's account[s] meet the terms and conditions of the Custodian's brokerage requirements. However, these Custodians typically charge transaction fees for mutual funds and other types of investments. The investment advisory fee charged by Signet is separate and distinct from these fees.

As mentioned in Item 4.B. above, the Client may be invested into share classes of a mutual fund that have a higher expense ratio than a different share class, including but not limited to 12b-1 fees. This may result in Clients paying higher expense ratio[s]. For a complete discussion of expenses related to each mutual fund, please read a copy of the prospectus issued by that particular fund.

In addition, all fees paid to Signet for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Signet, but would not receive the services provided by Signet, which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives.

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Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Signet to fully understand the total fees to be paid. Please see Item 12 – Brokerage Practices.

#### **D. Advance Payment of Fees and Termination**

##### Wealth Management Services

Signet may be compensated for its wealth management services in advance of, or at the end of, the Billing Period in which services are rendered pursuant to the terms of the wealth management agreement. Either party may terminate the wealth management agreement with Signet, at any time, by providing advance written notice to the other party. In addition, the Client may also terminate the agreement within five (5) days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid wealth management fees from the effective date of termination to the end of the quarter. The Client's wealth management agreement with Signet is non-transferable without the Client's prior consent.

*Use of Independent Managers* – In the event that a Client should wish to terminate their relationship with the Independent Manager, the terms for the termination will be set forth in the respective agreements between the Client and that Independent Manager. Signet will assist the Client with the termination and transition as appropriate.

*Sub-Advisory Services* – In the event that an Investor or Primary Investment Advisor should wish to terminate their relationship with Signet, the terms for the termination will be set forth in the respective agreements between MSCS, the Primary Investment Advisor, and Signet. Signet will assist the Investor with the termination and transition as appropriate.

##### Financial Planning and Consulting Services

Signet requires an advance deposit as described above for its financial planning and consulting services. Either party may terminate the financial planning and consulting agreement, at any time, by providing written notice to the other party. The Client may also terminate the agreement within five (5) days of signing the Advisor's financial planning and consulting agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide financial planning and consulting services rendered to the point of termination, and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the engagement times, the agreed-upon hourly rate, or the percentage of the engagement scope completed for fixed fee engagements. The Advisor will refund any unearned, prepaid financial planning and consulting fees on a pro-rata basis. The Client's financial planning and consulting agreement with the Advisor is non-transferable without the Client's prior consent.

##### Retirement Plan Advisory Services

Signet is compensated for its retirement plan advisory services in advance of, or at the end of, the Billing Period in which services are rendered. Either party may request to terminate the retirement plan advisory agreement with Signet in whole or in part by providing advance written notice to the other party. The Client shall be responsible for retirement plan advisory fees up to and including the effective date of termination. The Advisor will refund any unearned quarter. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

Signet does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account other than the investment advisory fees noted above.

##### Insurance Agency Affiliations

Certain Advisory Persons are also licensed, insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by these persons are separate and in addition to Signet's advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of Signet, who are insurance agents, have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to

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purchase insurance products through any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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Signet does not charge performance-based fees for its investment advisory services. The fees charged by Signet are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client. Signet does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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Signet offers investment management and related services to individuals, high-net-worth individuals, trusts, estates, charitable organizations, businesses, and retirement plans. These amounts may change over time and are updated at least annually by the Advisor.

Signet typically requires a minimum annual fee of \$5,500. Further, as noted in Item 5, Clients must have a minimum relationship size of \$1,000,000 in order to engage in certain investment strategies aside from Signet's core investment management services.

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

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### **A. Methods of Analysis**

Different types of investments involve varying degrees of risk, including a risk of loss that Clients should be prepared to bear. It should not be assumed that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Signet) will be profitable or equal any specific performance level(s).

Signet generally utilizes an investment process that is disciplined, statistically driven, and evidence-based. The process focuses on objective data and analysis gathered from multiple sources. Signet performs fundamental and quantitative analysis on historical and present data covering multiple asset classes, sectors, styles, and factors to make investment decisions and design Client portfolios.

As noted herein, Signet generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. The Advisor doesn't chase short-term trends or try to time the market. Signet will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients.

Currently, the Advisor primarily allocates Client investment assets among various no-load mutual funds, exchange-traded funds (ETFs), fixed-income assets, and equity securities on a discretionary or non-discretionary basis in accordance with the Client's designated investment objective(s). Please see Item 4.

*Asset Allocation Programs* – Currently, Signet offers the following asset management tracks: Conservative, Balanced, Moderate Growth, All Equity, Income, and Fixed Income Only. Signet may also offer custom allocations based on Client needs and requests.

*Equity-based Portfolios* – Utilize the following methods of analysis. The investment process for equity-based portfolios combines top-down value/growth ("Value/Growth"), large/small market capitalization ("Large/Small"), and sector ("Sector") allocation with bottom-up stock selection and includes technical, behavioral, and pattern recognition elements. Large/Small and Value/Growth allocations are derived through statistical analysis designed to assess and follow the ongoing cyclical evolution of currently prevailing investment preferences. This analysis is overlaid by fundamental evaluation of macro- and micro-economic backdrops that may affect the further evolution of market preferences.

*Bottom-up analysis* – Is based on a quantitative evaluation of reported financial performance by thousands of companies representing various sectors of the U.S. and global economy. This analysis is supplemented by the

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proprietary screening of financial reports for the telltale signs of potential data manipulation by the companies' management. Various third-party research and ratings (Columbine, Value Line, and Investor's Business Daily) contribute to the bottom-up selection process, allowing the investment manager to follow the evolution of investors' views on different companies.

Portfolio risks are considered through disciplined diversification and, for participating accounts, by options protection strategies (buying puts and/or selling covered calls).

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Signet will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk, and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals, or other factors that may affect this analysis.

The Advisor's methods of analysis and investment strategies do not present any significant or unusual risks, with the exception of its Strategic All Equity Portfolio, which is an individual equity strategy. Please see the discussion below for details.

Every method of analysis has its own inherent risks. To perform an accurate market analysis, the Advisor must have access to current/new market information. Signet has no control over the dissemination rate of market information; therefore, unbeknownst to it, certain analyses may be compiled with outdated market information, severely limiting the value of the Advisor's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Signet's primary investment strategies are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer-term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter-term investment strategies require a shorter investment time period to potentially develop. However, as a result of more frequent trading, it may incur higher transactional costs when compared to a longer-term investment strategy.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria generally consist of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

In addition to the fundamental investment strategies discussed above, Signet may also implement and/or recommend the use of margin, individual stock strategies (such as its Strategic All Equity Portfolio), and/or options transactions. Each of these strategies has certain risks that should be considered. (See discussion below).

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

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### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e., the risk that bond prices will fall if interest rates rise, and vice versa; the risk depends on two things: the bond's time to maturity, and the coupon rate of the bond; (2) reinvestment risk, i.e., the risk that any profit gained must be reinvested at a lower rate than was previously being earned; (3) inflation risk, i.e., the risk that the cost of living and inflation increases at a rate that exceeds the income investment thereby decreasing the investor's rate of return; (4) credit default risk, i.e., the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation; (5) rating downgrades, i.e., the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt; and (6) Liquidity Risks, i.e., the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily; therefore, a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

### Margin Borrowings

Signet does not recommend margin as an investment strategy. However, certain Clients may utilize margin in their accounts for the timing of purchases and sales or other liquidity needs. Margin is an investment strategy with a high level of inherent risk. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using on margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. **Please Note:** To the extent that a Client authorizes the use of margin, and margin is thereafter employed by the Advisor in the management of the Client's investment portfolio, the market value of the Client's account and corresponding fee payable by the Client to the Advisor may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, Clients authorizing margin are advised of the conflict of interest whereby the Client's decision to employ margin may correspondingly increase the management fee payable to Signet. Accordingly, the decision as to whether to employ margin is left totally to the discretion of the Client.

### Options Contracts

The use of options transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment from the seller. Fulfillment may take the form of either selling or purchasing a security, depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an options contract by Signet shall be with the intent of offsetting/"hedging" a potential market risk in a Client's portfolio. Please Note: Although the intent of the options-related transactions that may be implemented by the Advisor is to hedge against principal risk, certain of the options-related strategies (i.e., straddles, short positions, etc.) may, in and of themselves, produce principal volatility and/or risk. Thus, a Client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, a Client may direct the Advisor, in writing, not to employ any or all such strategies for the Client's accounts. Additional risks include but are not limited to those set forth below.

#### Private Collective Investment Vehicle Risks

The Advisor recommends that certain clients invest in privately placed collective investment vehicles (e.g., hedge funds, private equity funds, etc.). The managers of these vehicles have broad discretion in selecting the investments. There are few limitations on the types of securities or other financial instruments that may be traded and no requirement to diversify. Hedge funds may trade on margin or otherwise leverage positions, thereby potentially increasing the risk to the vehicle. In addition, because the vehicles are not registered as investment companies, they are much less regulated than investment companies. There are numerous other risks in investing in these securities. Clients should consult each fund's private placement memorandum and/or other documents explaining such risks prior to investing.

#### Equity-based Portfolios

When it deems it appropriate for a Client, Signet may recommend one or more equity-based portfolios. This strategy has an inherent level of risk that is higher than that of its other strategies due to its concentration and greater potential for volatility. Such risks include but are not limited to those set forth below.

#### Limitations as to the Investment Approach

The quantitative methodology reflected in this investment strategy is based, to a substantial extent, on computer modeling. As with other quantitative trading systems, such systems depend upon back-testing of historical market data. Such historical analysis may indicate probabilities of price movements or relationships that are not necessary or inevitable or that may not necessarily recur in the future in a manner that will support profitable trading strategies. Future market conditions may or may not be sufficiently similar to that of prior markets to render such methodology effective. Investment prices in the future may reflect factors and considerations that were not present in prior markets. With a quantitative investment approach, individual positions may move against the overall portfolio due to new information or factors not considered or duly weighted in the original system. Moreover, the methodology also involves elements of subjective analysis and judgment on the part of the investment manager and, therefore, depends upon that manager's skill and judgment. There can be no assurance that the investment manager will successfully identify investment strategies that fulfill the investment objective of the accounts or that the implementation of such investment strategies will not cause the accounts to experience losses.

#### Concentration of Investments

The strategy may, at times, be confined to the securities of relatively few issuers. There are no fixed limits regarding concentration as to issuers, industries, industry sectors, portfolio positions, or types of investments. By concentrating investments in a small number of large security positions relative to capital, a loss in any such position could materially reduce an account's performance or asset base to the extent not offset by other gains.

#### Price Volatility

Stocks and ETFs are inherently volatile. Such volatility may result in the value of an account's assets fluctuating from time to time more greatly than that of other investment vehicles, which may be more diversified. There can be no assurance that these investment strategies will be effective in protecting the accounts from such price volatility.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involves a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss any questions pertaining to these risks with the Advisor.**

### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory, or disciplinary events involving Signet or any of its management persons.** Signet values the trust that Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 105310.

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

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Neither Signet nor its Supervised Persons are registered or have an application pending to register as a broker-dealer or a registered representative of a broker-dealer. Neither Signet nor its Supervised Persons are registered

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or have an application pending to register as a futures commission merchant, a commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

#### Merchant Wealth Management Holdings, LLC

Merchant Wealth Management Holdings, LLC ("Merchant Wealth"), a subsidiary of Merchant Investment Management Holdings, LLC ("Merchant Investment"), owns a minority, non-controlling interest in Signet. Merchant Investment, through subsidiaries other than Merchant Wealth, has ownership interests in various companies that provide investment and other consulting services to financial firms, including investment advisors (hereinafter collectively referred to as "Investment Solutions"). Signet is provided access to use the Investment Solutions by entering into an agreement directly with the third party providing the investment solution. These Investment Solutions may include but are not limited to third-party money managers, private investments, pooled investment vehicles, or other investment products for which a commission is earned. Engagement of and with these Investment Solutions poses a conflict of interest due to the minority ownership interest that Merchant Investment's various subsidiaries own in the third parties providing these Investment Solutions. Through Merchant Investment's minority ownership interests in the third parties that provide these Investment Solutions, Merchant Investment will benefit from additional revenue that is generated if Signet engages any of these third-party service providers. Signet is not controlled by Merchant Wealth or Merchant Investment and is operated independently, where Merchant Investment and all other related subsidiaries are not involved with the services offered by Signet and maintain its own office space.

#### Piton Investment Management, LP

Signet recommends and utilizes Piton Investment Management, LP ("Piton") as an Independent Manager. Piton is an SEC-registered investment advisor focusing on fixed-income investment management solutions for registered investment advisors, institutions, and high-net-worth individuals. Individual owners of Merchant Wealth, in their separate capacities, have ownership interests in Piton. As a result, these individuals stand to benefit financially from additional assets managed by Piton. To ensure that Signet is selecting independent managers that are in the best interest of the Client, especially Piton, Signet has implemented a risk control and disclosure framework to ensure these conflicts are addressed.

#### Maxim Income Opportunity Fund II, L.P.

The Advisor may recommend, when in the Client's best interests, that the Client invests in the Maxim Income Opportunity Fund II, L.P. (herein "Maxim"), a private equity fund. Individual owners of Merchant Wealth, in their separate capacities, have material ownership interests in Maxim. As a result, these individuals stand to benefit financially from additional investments made into Maxim and from returns generated by Maxim. These individual owners of Maxim, who also have an indirect ownership interest in the Advisor, would benefit financially in their individual capacity if the Advisor invests Client funds into Maxim. As a result, the Advisor may have an incentive to invest Client funds into Maxim.

Prior to recommending Maxim, the Advisor will conduct appropriate due diligence to ensure any recommendation to a Client to invest in Maxim aligns with the Client's investment needs and objectives. In addition, the Advisor will provide additional disclosure information to each Client, which will include relevant details regarding material financial interests and compensation surrounding Maxim. Lastly, neither the Advisor nor its Supervised Persons will receive any additional compensation for investing Client funds into Maxim. In addition, there is no requirement for the Advisor to recommend Maxim to Clients, nor are Clients obligated to invest in Maxim.

#### Insurance Agency Affiliations

As noted in Item 5, certain Advisory Persons are also licensed, insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Signet. As an insurance professional, the Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. The Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of insurance companies. Clients are under no obligation to implement any recommendations made by the Advisory Persons or the Advisor.

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

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### **A. Code of Ethics**

Signet has implemented a Code of Ethics (the “Code”) that defines its fiduciary commitment to each Client. This Code applies to all persons associated with Signet (herein “Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding Signet’s duties to its Client. Signet and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Supervised Persons to adhere not only to the specific provisions of the Code but also to the general principles that guide the Code. The Code covers a range of topics that address ethics and conflicts of interest. To request a copy of Signet’s Code of Ethics, please contact the Advisor at (973) 543-6660.

### **B. Personal Trading with Material Interest**

Signet allows its Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Signet does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. Signet does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

Signet allows its Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics that addresses insider trading (material, nonpublic information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Signet have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades or by trading based on material nonpublic information. This risk is mitigated by Signet requiring reporting of personal securities trades by its Supervised Persons to the Chief Compliance Officer (“CCO”) or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, nonpublic information.

### **D. Personal Trading at Same Time as Client**

While Signet allows its Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will Signet, or any Supervised Person of Signet, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

Signet does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize Signet to direct trades to the Custodian as agreed upon in the investment advisory agreement unless otherwise directed by the Client. In certain instances, the Client may authorize the Advisor to trade away from its selected Custodian for certain fixed-income trades. Trade-away transactions are authorized through separate arrangements through the Custodian and are subject to the terms and fees set forth by the Custodian. Further, Signet does not have the discretionary authority to negotiate commissions on behalf of its Clients on a trade-by-trade basis.

Where Signet does not exercise discretion over the selection of the Custodian, it will typically recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by Signet and will not incur any extra fee or cost associated with using a Custodian not recommended by Signet. However, Signet may be limited in the services it can provide. Signet recommends the Custodian based on criteria such as, but not limited to, the reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or location of the Custodian’s offices.

Signet typically recommends that Clients engage Charles Schwab & Co., Inc. ("Schwab"), Interactive Brokers, LLC ("Interactive Brokers"), or Folio Investments, Inc. dba Goldman Sachs Custody Solutions ("GSCS") as the broker-dealers/custodians for Clients' investment management assets. Schwab, Interactive Brokers, and GSCS (each a "Custodian" and collectively the "Custodians") are FINRA-registered broker-dealers and members of SIPC and serve as the Client's "qualified Custodian." As Signet maintains institutional relationships with the Custodians, please see Item 14 for additional information related to the economic benefits received by the Advisor.

Following are additional details regarding the brokerage practices of the Advisor:

1. **Soft Dollars** – Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Signet does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor does receive economic benefits from Schwab, Interactive Brokers, and GSCS. Please see Item 14 below.**
2. **Brokerage Referrals** – Signet does not receive any compensation from any third party in connection with the recommendation for establishing an account.
3. **Directed Brokerage** – All Clients are serviced on a "directed brokerage basis," where Signet will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the Custodian, Signet will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.
4. **Prime Brokerage** – The Advisor may execute securities transactions either through the Custodian or through another unaffiliated broker-dealer in connection with a prime brokerage relationship established with the Custodian. Should a Client's account[s] make use of prime brokerage, the Client is required to execute additional agreement[s] with the Custodian authorizing the Advisor to trade away from and settle to the Client's established account[s] at the Custodian. The Custodian may charge an additional trade-away fee for these transactions in addition to the normal securities transaction costs.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results, taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Signet will execute its transactions through the Custodian as authorized by the Client unless additional trade-away authorizations and instructions are executed. In certain circumstances, the Client may direct Signet to trade away from the designated Custodian. Signet may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Investments in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Signet and periodically by the CCO. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Clients are encouraged to keep Signet informed of any changes in the Client's investment objectives, financial situation, tolerance for risk, or any factor that may impact the services provided by Signet.

## B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Signet if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan.

## C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions, and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## Item 14 – Client Referrals and Other Compensation

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### A. Compensation Received by Signet

#### Participation in the Institutional Advisor Platform (Schwab)

As disclosed in Item 12, Signet has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Signet. As a registered investment advisor participating on the Schwab Advisor Services platform, Signet receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor, and many, but not all, services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Clients' funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts, and other services. In addition, the Advisor receives duplicate statements for Client accounts<sup>2</sup>, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services support to Signet that may not benefit the Client, including educational conferences and events, financial start-up support, consulting services, and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Signet believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### Participation in the Institutional Advisor Platform (Interactive Brokers and GSCS)

Signet participates in Interactive Brokers' and GSCS' institutional customer programs, and the Advisor may recommend Interactive Brokers and GSCS to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients. However, the Advisor receives economic benefits through its participation in the programs that are typically not available to Interactive Brokers' or GSCS' retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research-related products and tools; consulting services; access to a trading desk serving the Advisor participants; the ability to have advisory fees deducted directly from Client accounts; and discounts on research, technology, and related services

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provided to the Advisor by third-party vendors. Some of the products and services made available by Interactive Brokers and GSCS through the programs may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at Interactive Brokers or GSCS. The benefits received by the Advisor through participation in the program do not depend on the amount of brokerage transactions directed to Interactive Brokers or GSCS. As part of its fiduciary duties to Clients, Signet endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by Signet or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of Interactive Brokers or GSCS for custody and brokerage services.

## **B. Compensation for Client Referrals**

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor and shall not result in any additional charge to the Client.

## **Item 15 – Custody**

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Signet does not accept or maintain custody of any Client accounts except for the authorized deduction of the Advisor's fee. All Clients must place their assets with a "qualified custodian." Clients are required to engage the Custodian to retain their funds and securities and direct Signet to utilize the Custodian for the Client's security transactions. Signet encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

## **Item 16 – Investment Discretion**

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Signet generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Signet. The discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an Investment Advisory Agreement containing all applicable limitations to such authority. All discretionary trades made by Signet will be in accordance with each Client's investment objectives and goals.

## **Item 17 – Voting Client Securities**

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Signet does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions, voting all proxies, and making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other type events pertaining to the Client's investment assets.

## **Item 18 – Financial Information**

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Neither Signet nor its management has any adverse financial situations that would reasonably impair the ability of Signet to meet all obligations to its Clients. Neither Signet nor any of its advisory persons have been subject to a bankruptcy or financial compromise. Signet is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

## Privacy Policy

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Effective: November 9, 2023

### Our Commitment to You

Signet Financial Management, LLC (herein "Signet" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Signet (also referred to as "we," "our," and "us") protects the security and confidentiality of the personal information we have and implement controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Signet does not sell your nonpublic personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal nonpublic information is collected and used are set forth in this Policy.

### Why do you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address, and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage, and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service the account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use, we maintain physical, procedural, and electronic security measures. These include such safeguards as secure passwords, encrypted file storage, and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Clients' personal information. We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Clients' personal information to effectively implement its services. On the following page, we list some reasons we may share your personal information.

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Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share nonpublic personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, and other financial institutions) as necessary for us to provide agreed-upon services to you, consistent with applicable law, including but not limited to processing transactions, general account maintenance, responding to regulators or legal investigations, and credit reporting.	Yes	No
<b>Marketing Purposes</b> Signet does not disclose and does not intend to disclose personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Signet or the Client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your nonpublic personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> Signet does not disclose and does not intend to disclose nonpublic personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

#### State-specific Regulations

<b>California</b>	In response to a California law, to be conservative, we assume that accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
<b>Massachusetts</b>	In response to Massachusetts law, the Client must "opt-in" to share nonpublic personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client's execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.

#### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically, we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of nonpublic, personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

#### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (973) 543-6660.

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