



**FIRM BROCHURE  
Part 2A of Form ADV**

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**March 2022**

This brochure provides information about the qualifications and business practices of Alternative Investment Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (407) 261-4242. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Registration as an investment advisor does not imply a certain level of skill or training.

Additional information about Alternative Investment Advisors, LLC also is available on the Securities and Exchange Commission's (SEC) website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2      Material Changes

This Brochure dated March 2022, provides you with a summary of ALTERNATIVE INVESTMENT ADVISORS, LLC (the Firm) advisory services and fees, professionals, certain business practices and policies, as well as actual or potential conflicts of interest, among other things. This Item 2 is used to provide our clients with a summary of new and/or updated information; the Firm will inform you of the revision(s) based on the nature of the information as follows.

**Annual Update:** The Firm is required to update certain information at least annually, within 90 days of the Firm's fiscal year end of December 31. We will provide you with either a summary of the revised information with an offer to deliver the full revised Brochure within 120 days of our fiscal year end or we will provide you with our revised Brochure that will include a summary of those changes in this Item.

**Material Changes:** Should a material change in our operations occur, depending on the nature of the change, the Firm will promptly communicate this change to clients (and it will be summarized in this Item). "Material Changes" requiring prompt notification will include changes of ownership or control; location; disciplinary proceedings; significant changes to our advisory services or advisory affiliates; or any information that is critical to a client's full understanding of who the Firm is, how to find us, and how we do business.

- As of December 2021, the Firm implemented policies to the Department of Labor Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") regarding rollover recommendations.

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## Item 4 Advisory Business

### About Alternative Investment Advisors, LLC (AIA)

AIA is a Florida limited liability company founded in November 2011. AIA (the Firm) is a registered investment advisor with the Securities Exchange Commission (SEC). First Florida Strategies, LLC is the Firm's parent company. The Firm home office is located at 698 N. Maitland Ave., Suite 101, Maitland, Florida, 32751. AIA also maintains a branch office at 5002 South Broadband Lane, Suite 100, Sioux Falls, South Dakota, 57108.

Please note that the words "we," "us," and "our," may be used to refer to AIA throughout this brochure, as the context may require. Furthermore, the words "you," "your," and "Client" may be used to refer to you as either a client or a prospective client of AIA, as the context may require.

### Advisory Services AIA Offers

Prior to forming an investment advisor-client relationship, AIA may offer a complimentary general consultation to prospective Clients to discuss the nature of its service offerings and to determine the possibility of a potential advisory relationship. Investment advisory services begin only after the prospective Client and AIA formalize their relationship with a properly executed written advisory agreement.

### Separately Managed Account Programs

AIA provides portfolio management services, primarily on a discretionary basis, to individuals and non-natural person Clients through its various separately managed account programs (collectively, the Traditional Programs).

In participating in any of the foregoing Traditional Programs, the Client retains AIA to provide customized asset management services which are based upon the Client's unique investment goals, objectives, and risk tolerance as described in this Item 4. While each Program offers customized portfolio management, each Program is subject to different fee structures and minimum investment requirements. For more information regarding the advisory fees applicable to each program.

*See Item 5 - Fees and Compensation.*

For more information regarding the minimum investment requirements in connection with each Program.

*See Item 7 - Types of Clients.*

Services provided by AIA in connection with its Traditional Programs are provided under the terms of a written Advisory Agreement between AIA and the Client. The following is a description of the terms and conditions generally applicable to all Traditional Programs offered by AIA:

#### *Discretionary Authority to Manage Account:*

Where a Client has opted to authorize AIA to manage the Client's Account (the Account) on a discretionary basis, the Client will provide such authority in a written Advisory Agreement with AIA. Under such agreement, AIA is granted the authority to determine the particular securities to be bought or sold and the amount of the securities to be bought or sold in the Client's account(s)

without the Client's approval prior to each transaction. Notwithstanding the foregoing, Clients may limit the scope of AIA's discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing AIA with such restrictions and guidelines in writing.

*Option of Non-Discretionary Management:*

Where specifically requested by a Client, AIA will manage the Account on a nondiscretionary basis, in which case AIA will obtain the Client's approval prior to entering into each transaction or withdrawal (except for withdrawals of AIA's advisory fees, as described below) in connection with the Client's account.

*Customized Investment Program:*

AIA will generally meet and work with each Client individually to determine that Client's portfolio needs and limitations. Clients may be requested to fill out certain questionnaires to better assist AIA in making such determination. Based on the information shared by the Client, AIA will recommend an appropriate "base model portfolio" from the following selections:

- Conservative Allocation Portfolio
- Diversified Balanced Portfolio
- Tactical Growth Portfolio

Following the selection of a base model portfolio, AIA shall further customize the asset allocation and investment strategy to be used in its management of the Account in a manner which comports with the Client's particular financial circumstances, goals, and risk tolerance. Thereafter, AIA will implement this customized investment plan on an ongoing basis, working directly with each Client.

The assets traded within the foregoing allocation models primarily include exchange traded funds and options but may include, without limitation, a mix of securities consisting of mutual funds, equities, and bonds. AIA intends to provide its Clients with investment advisory and portfolio management services regarding securities only. Often, AIA will work alongside and with the Client's other financial advisor(s) to provide an investment experience that complements the Client's overall investment picture.

Where appropriate, AIA may recommend to Clients of the Traditional Programs that certain independent third-party investment advisors be engaged to manage all or a portion of the Client's assets. *See Recommendation of Certain Third-Party Advisers.*

*Selection of Broker by AIA:*

As a condition of participation in the Traditional Programs, Clients are generally required to maintain their brokerage account(s) at Charles Schwab & Co., Inc. (Charles Schwab).

*Recommendation of Certain Third-Party Advisers:*

Where deemed appropriate, AIA may recommend the services of certain independent third-party investment advisers (Third Party Adviser) for management of all or a portion of a Client's Account(s). AIA's recommendations regarding the use of any Third-Party Adviser(s) (and the portion of a Client's assets to be managed by such Third-Party Advisers) will depend on the

Client's particular circumstances, goals and objectives, strategy desired, account size, risk tolerance, and/or other factors. AIA and the Client will work together to determine which Third-Party Adviser(s), if any, may be appropriate.

Where the services of a Third-Party Adviser are recommended, a copy of such Third-Party Adviser's Form ADV Part 2 (or a substitute disclosure brochure) will be provided to the Client. Clients are encouraged to read and understand this disclosure document. The Client maintains sole discretion with respect to engaging any recommended Third-Party Advisers. Clients are never obligated to use a recommended Third-Party Adviser.

The Adviser has entered into an agreement where it solicits clients and refers them to a Third-Party Adviser. The AIA will only refer clients to investment advisers that are registered with the Securities and Exchange Commission (SEC) or with the applicable state(s).

AIA currently acts as a solicitor recommending the following Third-Party Adviser to Clients:

- Rochdale Investment Management, LLC - CRD # 117198 (Rochdale)

AIA shall review Third Party Advisers prior to making a recommendation to the Client and may recommend Third Party Advisers other than those described above in the future. AIA shall consider the following factors during its review of prospective Third-Party Advisers: fees, reputation, performance, financial strength, management, price, reporting capabilities, Client's financial situation, Client's goals, Client's needs, and Client's investment objectives. After its review, AIA shall present the Client with one or more recommendations.

If the Client wishes to proceed with the recommendation for engagement of a Third-Party Adviser, AIA shall enter into a solicitor relationship with the recommended Third-Party Adviser (to the extent such an agreement is not already in place). Although AIA is deemed a solicitor on behalf of the Third-Party Adviser, AIA and the Third-Party Adviser shall maintain separate roles while serving the Client. In effect, the Client shall engage both AIA and the Third-Party Adviser to serve the Client's Account(s) and AIA and the Third-Party Adviser shall provide separate services to the Client. Under this arrangement, the Third-Party Adviser will be responsible for portfolio management, best execution, portfolio reporting, trading, trade error resolution, and custodian reconciliations with respect to the portion of the Client's assets managed by such Third-Party Adviser. AIA shall maintain its relationship with the Client by monitoring the status of the portion of the Client's assets managed by the Third-Party Adviser, making recommendations about the Third-Party Adviser (that could include changing to a different Third-Party Adviser), meeting with the Client periodically, and acting as the Client's primary financial advisor. All questions regarding the Third-Party Adviser's services and performance shall be directed to AIA.

As a result of AIA and the Third-Party Adviser having different roles, the Client shall engage each in a separate written agreement. The Client will sign a "Selection and Monitoring of Third-Party Adviser Addendum" to its written Advisory Agreement with AIA. This agreement outlines the services provided to the Client by AIA and the fees associated with those services. It will also allow AIA the ability to monitor performance of the Third-Party Adviser on behalf of the Client. The Client will also sign a separate advisory agreement with the Third-Party Adviser that will detail the Third-Party Advisers separate services and fees.

Currently, the Adviser participates in a split management fee with the Third-Party Adviser as stated in the Compensation Disclosure. AIA is required to present a disclosure to all prospects

and clients, which details the compensation to the AIA and other general terms of the relationship between the Third-Party Adviser and the AIA. The Adviser has clients and prospects sign this disclosure and return it to the Third-Party Adviser. The agreement between the Adviser and the Third-Party Adviser may be terminated by either party's written notice.

The Third-Party Adviser currently recommended by AIA requires that Clients maintain the portion of their brokerage accounts to be managed by such Third-Party Advisers at the following firms:

- Rochdale Investment Management, LLC - Pershing LLC, 1 Pershing Plaza, Jersey City, New Jersey, 07399

### Financial Planning Services

AIA also offers financial planning services to Clients on an hourly or fixed fee basis (Financial Planning Services). Services provided by AIA in connection with its Financial Planning Services are provided under the terms of a written Financial Planning Services Advisory Agreement between AIA and the Client.

#### *Scope of Financial Planning Services:*

Financial Planning Services generally include an evaluation of the Client's overall financial situation, investment goals, and risk tolerance. Through a series of personal interviews and/or the use of questionnaires, AIA will collect pertinent Client data, identify the Client's goals, objectives, prospective financial problems and potential solutions, and prepare specific recommendations to address the same. AIA may offer comprehensive Financial Planning Services or may limit the scope of such services as may be requested by the Client. The scope of the Financial Planning Services provided by AIA may encompass some or all of the following issues, as may be requested by the Client:

- financial and cash management issues
- risk management
- financial issues relating to divorce or marital issues
- estate planning
- taxation issues
- retirement planning
- investment planning/asset allocation
- educational funding
- investment goal setting

#### *Nature of Recommendations:*

Clients are advised that AIA is not a law firm, tax or accounting firm or insurance agency, and no portion of AIA's Financial Planning Services (or otherwise) should be construed as the same. AIA may recommend the services of other professionals in connection with its rendering of Financial Planning Services to Clients. Such other professionals may be retained at the Client's sole discretion for certain non-investment implementation purposes (i.e., attorneys, accountants, insurance agents, etc.) and may include certain representatives of AIA in their separate registered/licensed capacities as registered representatives of APW Capital Inc. (CRD# 43814) an SEC registered and FINRA member broker-dealer, and/or as licensed insurance agents. The

Client is under no obligation to engage the services of any professional(s) recommended by AIA, retains absolute discretion over all such implementation decisions, and is free to accept or reject any recommendation made by AIA in connection with its Financial Planning Services.

### Client-Tailored Advisory Services

AIA will work with the Client to build an appropriate portfolio under AIA's management by utilizing securities that are part of the Client's account and, where appropriate, by managing across multiple accounts (IRAs, trusts, personal accounts, joint accounts, etc.), and by managing the Client's portfolio to meet the Client's specific distribution needs and tax goals. In line with this level of personalization and customization, Clients may impose restrictions on AIA with respect to investing in certain securities or types of securities. Furthermore, Clients may specifically request that AIA make certain investments which may not be in line with the selected base model portfolio or their particular financial circumstances.

### IRA Rollover Considerations and Recommendations

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account (IRA) that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

We comply with the Department of Labor ("DOL") Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable. Our firm is providing the following additional acknowledgment:

When the Adviser provides investment advice to individuals regarding a retirement plan account or individual retirement account, the firm is deemed a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way the Adviser makes money creates potential conflicts with a client's interest. Therefore, the Adviser, operates under a special rule which requires the firm to act in a client's best interest and not put the Adviser's interest ahead of the client. Under this special rule's provisions, the Adviser must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put the Adviser's financial interests ahead of a client when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees and investments;
- Follow policies and procedures designed to ensure advice given is in the client's best interest;
- Charge no more than is reasonable for services; and
- Provide basic information about conflicts of interest.



The Adviser benefits financially from the rollover of a client's assets from a retirement account to an account managed by the firm. This is a primary conflict of interest because when the Adviser provides investment advice, the assets increase the firm assets under management and, in turn, advisory fees. To meet the fiduciary responsibility the Adviser only recommends a rollover when it is deemed in the client's best interest.

### Client Assets Under Management

As of December 31, 2021, we provide continuous management services of \$240,091,753 in client assets for 2,011 clients on a discretionary basis and \$6,561,233 in client assets on a non-discretionary basis for fifteen clients.

## **Item 5 Fees and Compensation**

### AIA's Advisory Fees Generally

The following general disclosures regarding the nature of AIA's advisory fees is broken down according to each of its respective Program offerings.

#### Traditional Program

Traditional Program accounts shall be subject to the following fees and charges:

##### *Asset-Based Advisory Fee:*

AIA charges each Client of its Traditional Program an annual asset-based advisory fee (the Asset-Based Fee) generally ranging from .25% to 2.50% of the value of his/her account(s) (including any portion of such account(s) managed by a Third-Party Adviser), as may be agreed on a case-by-case basis. The specific annual advisory fee charged is set forth in the written Advisory Agreement.

The Asset-Based Fees associated with all Traditional Program Account(s) are billed quarterly, in advance, at the beginning of each calendar quarter based upon the value (market value or fair market value in the absence of market value), of the Client's account(s) at the end of the previous quarter and will be prorated for partial calendar quarters. Such Asset-Based Fees will be directly debited from your account in accordance with the Client's written authorization contained in the Advisory Agreement.

Notwithstanding anything else contained herein, AIA retains the authority to, in its sole discretion, negotiate its advisory fees with Clients on a case-by-case basis. Client facts, circumstances, and needs are considered in determining the applicable fee schedule. Factors to be considered in this analysis, among others, include the complexity of the Client, assets to be placed under AIA's management, anticipated future additional assets, related accounts, portfolio style, and account composition. The specific annual advisory fees to be charged are set forth in the written Advisory Agreement with the Client.

### Wrap Program

AIA does not currently act as a sponsor nor provides investment advice to a WRAP program.

### Notice Regarding Automatic Fee Deductions of Fees

Generally, all fees due AIA will be deducted automatically from Client Accounts pursuant to each Client's written authorization for such automatic fee deduction contained in the Advisory Agreement. Each time AIA deducts its fees from a Client's account, AIA will (1) send the broker-dealer where the Client's account is held an invoice of the amount of the fee(s) to be deducted from the Client's account and (2) send the Client an invoice itemizing the fee. Such invoice will include the formula used to calculate the fee(s), the number of assets under management the fee(s) are based on, and the time period covered by the fee.

### Additional Client Fees for Participants in the Traditional Program

Each Client will bear their own transactional expenses, including brokerage commissions, associated with the trading activity in their accounts. Clients will also be responsible for any other fees charged by the broker-dealers at which their accounts are held, such as custodial fees, transactional fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic funds transfer fees, and the like (Broker Fees). Clients are advised that such fees are in addition to AIA's advisory fees, as the same may be applicable to your Account(s).

Clients are advised that mutual funds, exchange traded funds (ETFs), and other pooled funds may also charge separate internal management fees, commissions or other amounts as may be disclosed in their prospectus or subscription document(s) (collectively General Investment Fees). Such General Investment Fees are similarly exclusive of and in addition to AIA's advisory fees, and AIA shall not receive any portion of such fees. In many cases, the Client could invest in the same mutual fund or ETF without paying an advisory fee to AIA but would then not have the benefit of the advice, review, and monitoring that AIA provides.

Where a Third-Party Adviser is engaged to manage all or a portion of a Client's Account(s), such Third-Party Adviser may charge advisory fees which are separate and apart from AIA's and any Broker Fees or General Investment Fees. Where the services of a Third-Party Adviser are recommended, a copy of such Third-Party Adviser's Form ADV Part 2 (or a substitute disclosure brochure) will be provided to the Client. Clients are encouraged to read and understand this disclosure document for a complete understanding of such Third-Party Adviser's advisory fees.

Fees charged by mutual fund companies, unit investment trusts (UITs), closed-end funds and other collective investment vehicles, including, but not limited to, sales loads (a portion of which are paid to Charles Schwab) and/or charges and short-term redemption fees.

Short-term redemption fees charged by Charles Schwab for funds other than those available through the Charles Schwab Mutual Fund OneSource service.

Markups and markdowns, bid-ask spreads, selling concessions and the like received by Charles Schwab in connection with transactions it executes as principal by selling or buying securities to or from you for its own account. Principal transactions contrast with those in which Charles Schwab acts as your agent in effecting trades between you and a third party. Charles Schwab may make a profit or incur a loss on trades in which it acts as principal. Markups and markdowns

and bid-ask spreads are not separate fees, but rather are reflected in the net price at which a trade order is executed.

#### Termination of the Advisory Agreement

A Client may terminate the Advisory Agreement for any reason within the first five (5) business days after signing the contract, without any cost or penalty. Thereafter, the contract may be terminated at any time by either party upon thirty (30) days written notice, without any cost or penalty.

Upon notice of termination, where fees may be charged in advance, such fees will be prorated based upon the number of days that AIA's advisory services were actually rendered during the termination quarter. Any unearned fees will be returned to the Client. For example, if 90 days are in a quarter and services were rendered for 30 days in the quarter, the Client will be refunded 67% of that quarter's fee. ( $30/90 = .33 * 100 = 33\%$  paid to AIA for services with the remainder/unearned fees paid to the Client.  $100\% - 33\% = 66\%$ ).

#### AIA's Financial Planning Services Advisory Fees Generally

AIA's Financial Planning Services are provided on an hourly or fixed fee basis in accordance with the following fee schedule:

##### *Hourly Fees:*

AIA assesses an hourly rate of up to \$250.00 an hour for its Financial Planning Services. The minimum hourly planning fee is \$500.00. The number of hours required to complete Financial Planning Services will vary depending upon the complexity of the Client's financial situation (including the time required for preparation and research) and the specific areas of concern specified by the Client. The areas of concern for which the Client engages AIA's Financial Planning Services shall be specified in a written Financial Planning Services Agreement, together with a good faith estimate of the time required by AIA to complete the engagement. Notwithstanding the foregoing, AIA reserves the right to negotiate its hourly fees on a per-Client basis. All fees for Financial Planning Services are agreed upon in advance in writing and are due and payable at the time of execution of the agreement.

##### *Fixed Fee:*

For extremely complex planning Financial Planning Services, the Client may negotiate a fixed fee with AIA. The fixed fees typically are expected to range from \$1,000.00 to \$2,500.00, but may be significantly more, dependent upon the complexity of the financial situation, the net worth of the Client, the estimate of hours involved (including preparation and research), and the areas to be addressed by such services. These fees shall be agreed upon in a written Financial Planning Services Agreement, with payment of 50% of such amount due and payable at the time of execution of the agreement.

#### General Information Regarding Fees for Financial Planning Services

All Financial Planning Services provided are expected to be completed within six (6) months of the acceptance date of a Financial Planning Services Agreement or as may otherwise be specified in the Financial Planning Services Agreement. AIA's Clients may, subject to AIA's

discretion, receive Financial Planning Services at no extra charge.

#### Termination of Financial Planning Services Advisory Agreement

A Client may terminate a Financial Planning Services Agreement for any reason within the first five (5) business days after signing the contract, without any cost or penalty. Thereafter, the contract may be terminated at any time by either party upon ten (10) days written notice, without any cost or penalty. Upon notice of termination, where hourly fees were charged in advance, such fees will be prorated based upon the number of hours that services were actually rendered (i.e., if AIA had completed three (3) hours of an estimated six (6) hour planning pre-paid fee, the Client will receive a 3-hour refund of the fees paid in advance). Financial Planning Services based on a fixed fee will be prorated based upon the hours worked at a rate of \$250 per hour (i.e., if a Client paid a \$1,000.00 fixed financial planning fee in advance and the Advisor completed three (3) hours of work, the Client will receive a \$250.00 refund.  $3 * \$250 = \$750.00$ ,  $\$1,000 - \$750.00 = \$250.00$  refund to the Client).

#### Prepayment of Client Fees

Except as explicitly set forth herein, AIA does not charge Clients fees in advance.

#### Compensation for the Sale of Securities or Other Investment Products

Persons providing investment advice on behalf of our firm are associated persons with Swenson Investment and Commodities, Inc., a commodities introducing broker, and/or are also registered representatives with APW Capital Inc., a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In their capacity as associated persons and/or registered representatives, these persons will receive commission-based compensation in connection with the purchase and sale of commodities and securities, including 12b-1 fees for the sale of investment company products. Compensation earned by these persons in their capacities as registered representatives and/or associated persons is separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are registered representatives/associated persons have an incentive to effect securities/commodities transactions for the purpose of generating commissions rather than solely based on your needs. You are under no obligation, contractually or otherwise, to purchase securities/commodities products through any person affiliated with our firm.

Persons providing investment advice on behalf of our firm are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

## **Item 6 Performance-based Fees and Side-by-Side Management**

AIA does not charge performance-based fees.

AIA's personnel may manage accounts which belong either to themselves, individually, or to their family (collectively, Proprietary Accounts) or the accounts of affiliated entities (Affiliated Accounts) while simultaneously continuing to manage AIA's accounts. It is possible that orders for Proprietary Accounts and Affiliated Accounts may be entered opposite to orders for Clients' Accounts, pursuant to, for instance, a different trading strategy, or trading at a different risk level. The management of any Proprietary Account or Affiliated Account is subject to the duty of AIA and its personnel to exercise good faith and fairness in all matters affecting its Clients' account.

## **Item 7 Types of Clients**

AIA's Clients consist primarily of individuals. Other Clients include institutional Clients, such as pension plans, profit sharing plans, partnerships, corporations, and charitable organizations. AIA currently requires all prospective Clients to meet the following minimum initial account size requirements to commence an advisor-client relationship in its Traditional Programs:

Traditional Program: \$25,000 of assets under management

AIA may waive the foregoing minimum account size requirements on a case-by-case basis as it deems appropriate in its sole and absolute discretion. If an account falls under the minimum account size due to market fluctuations or trading losses only, a Client will not be required to invest additional funds with AIA to meet the minimum account size requirement. AIA may group certain related Client Accounts together for purposes of achieving the minimum account size and determining an annualized fee.

AIA may request Clients provide proof of authority, directed trading letters or qualified purchaser status, and/or other documents and information to allow AIA to manage a Client's Account(s).

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

### Overview of Investment Strategies and Methods of Analysis Used by AIA

AIA employs a variety of methods and strategies to match the needs and goals of our clients. These methods include fundamental, quantitative, qualitative and technical analysis. The execution of our investment methods and strategies is accomplished through separately managed accounts. The risk of loss is present in each of the methods and strategies employed by AIA and the client must be prepared for the possibility of loss of their entire investment.

As a basis for its methods and strategies, AIA uses publicly available services such as financial publications, research reports, annual reports, prospectuses, etc.

The allocation of each strategy to a client's portfolio is based on the needs and goals of the client. Once AIA has determined the appropriate allocation, the model is proposed to the client for approval.

**Core US Equity:** AIA's Core US Equity strategy involves taking long positions in quality large capitalization companies within high-ranking industries that exhibit positive growth potential. AIA will also invest in domestic indices to achieve greater diversification should the indices also exhibit positive growth potential.

**High Dividend and Income:** AIA's High Dividend and Income strategy is geared towards equities with high dividend growth potential while still adhering to the same quality standards of the Core US Equity strategy.

**Foreign Markets:** AIA will invest in markets outside of US giving client's access to foreign investments that otherwise would not be available. This strategy would typically be achieved through an individual American depository receipt or an exchange traded fund or mutual fund that invests in depository receipts of foreign securities.

**Aggressive Growth:** AIA's Aggressive Growth strategy is geared specifically to equities with high long-term growth potential. These companies are not required to be of a certain size and may be subject to high volatility. While the standards of quality for a prospective company and its related industry are considered, the scope of investments in this strategy is broader than the Core or High Dividend strategies.

**Fixed Income:** As an alternative to equities AIA will invest in fixed income securities of all credit ratings and tax classifications. These securities include municipal, treasury, corporate, floating rate, asset backed and bank loans. The duration and yield of these securities are selected based on the needs and goals of the client.

#### Material Investment Risks

**Interest Rate** – As interest rates rise, bond prices fall and vice versa. Typically, the longer the time horizon of the bond the more sensitive it is changes in interest rates.

**Credit** – The risk of default on a debt that stems from the borrower failing to make the required payments. The result is the lender failing to receive interest and or principal leading to total loss.

**High Yield** – High yield bonds are also referred to as 'junk' bonds. This is due to the fact that they are below investment grade with a higher risk of default.

**Fixed Income Securities** – Investing in fixed income securities subjects the investor to the aforementioned risks.

**Foreign Securities** – Foreign investments are made through American Depository Receipts. In addition to carrying similar risks of domestic securities ADR's are subject to exchange rate or currency risk and tend to be more volatile than domestic securities.

**Equity Securities** – Equity securities change in value results not only from internal fundamental changes of the individual companies but outside influences such as political, geo-political, market, and economic developments. These fluctuations can be short term or permanent and different securities will react differently to each new development.

**Exchange Traded Funds** – An Exchange traded fund (ETF) is a security that tracks an index, commodity, bond or basket of assets. An ETF trades on a stock exchange just like a common

stock. An advantage of investing in an ETF is providing the investor with exposure to a broad range of investments that he or she otherwise would not be able to achieve. However, this type of investment subjects the investor to the risks of the underlying securities and there is a possibility that the price movement of the ETF will not exactly mirror the price movement of the underlying index.

**Mutual Funds** – A Mutual Fund is made up of a pool of funds to be invested in various securities based on its investment objective. Similar to an ETF, a mutual fund provides the investor with exposure to a broad range of investments that he or she otherwise would not be able to achieve. However, also similar to an ETF, a mutual fund is subjected to the risks of the underlying securities. Another limitation to a mutual fund, unlike an individual stock or ETF, is it only trades once per day and may carry above average internal expenses.

## **Item 9      Disciplinary Information**

### Criminal or Civil Actions

- Neither AIA nor its management have been subject to any criminal or civil action proceedings.

### Administrative Enforcement Proceedings

- Neither AIA nor its management have been subject to any administrative proceeding.

### Self-Regulatory Organization Enforcement Proceedings

- Neither AIA nor its management have been subject to a self-regulatory organization proceeding.

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

### Registration as a Broker-Dealer or Registered Representative of a Broker-Dealer

As of the date of this brochure, AIA does not intend to become registered as a broker-dealer. However, certain individuals affiliated with our firm may be registered representatives of a broker-dealer. Please see Item 5 above for additional information.

### Futures or Commodities Registration

Neither AIA nor its management are or intend to become registered as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of any of the foregoing.

### Material Relationships with Related Persons by Managing Members

Mr. Hood is employed with First Financial Strategies, LLC, dba as Florida Financial Strategies, (FFS) located in Maitland, Florida. FFS is an investment related financial services company where Mr. Hood is a responsible for insurance sales. Mr. Hood is licensed to sell insurance products and

may receive separate, yet customary commission compensation for effecting insurance sales. This may represent a potential conflict of interest because he may have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Mr. Skraban is employed with First Financial Strategies, LLC, dba as Florida Financial Strategies, located in Maitland FL. FFS is an investment related financial services company where Mr. Skraban is responsible for insurance sales. Mr. Skraban is licensed to sell insurance products and may receive separate, yet customary commission compensation for effecting insurance sales. This may represent a potential conflict of interest because he may have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

#### Business Relationships with Other Advisers which Entail Conflicts of Interest

AIA may recommend that its Clients engage certain Third-Party Advisers and may be compensated by such other advisors for such recommendations. Such referral arrangement may involve conflicts of interest discussed more completely in Item 14.

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

#### Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting us at the phone number of the cover page of this brochure.

#### Material Relationships with Related Persons by Managing Members

Mr. Hood is employed with First Financial Strategies, LLC, dba as Florida Financial Strategies (FFS) located in Maitland, Florida. FFS is an investment related financial services company where Mr. Hood is a registered assistant responsible for insurance sales. Mr. Hood is licensed to sell insurance products and may receive separate, yet customary commission compensation for effecting insurance sales. This may represent a potential conflict of interest because he may have an incentive to recommend insurance products to you for the purpose of generating commissions



rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Mr. Skraban is employed with First Financial Strategies, LLC, dba as Florida Financial Strategies (FFS) located in Maitland FL. FFS is an investment related financial services company where Mr. Skraban is responsible for insurance sales. Mr. Skraban is licensed to sell insurance products and may receive separate, yet customary commission compensation for effecting insurance sales. This may represent a potential conflict of interest because he may have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

### Investment by AIA and its Management in Securities Recommended to Clients

As discussed in Item 6, AIA's management may trade Proprietary Accounts and Affiliated Accounts. Such Proprietary Accounts and Affiliated Accounts may make investments in the same securities AIA recommends and transacts in for its Clients.

We may also combine our orders to purchase securities with your orders to purchase securities (block trading). Please refer to the Brokerage Practices section in this brochure for information on our block trading practices.

A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

### General Information about Conflicts of Interest

The overarching principle guiding AIA's Code of Ethics and the application thereof with respect to conflicts of interest is that the personal interest of AIA or its management should not be placed improperly before the interest of AIA's Clients. More specifically, management personnel must not use their personal influence or personal relationship improperly to influence investment decisions of AIA's Clients whereby such member of management would benefit personally to the detriment of such Clients or cause the Clients to take action, or fail to take action, for the individual personal benefit of AIA or any member of its management rather than the benefit of the Clients.

## **Item 12 Brokerage Practices**

### Selection of Broker-Dealer Firms

AIA has the authority to determine the particular securities to be bought or sold and the amount of the securities to be bought or sold for discretionary Program Accounts. As a condition of participation in the Traditional Programs, Clients are required to maintain their brokerage account(s) with Charles Schwab.

AIA has selected Charles Schwab it believes that this firms offer competitive commission rates and execution services.

We believe that Charles Schwab provides quality execution services for our Clients at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by Charles Schwab, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of research services and additional brokerage products and services Charles Schwab provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Clients are advised that the Third-Party Advisers currently recommended by AIA require that Clients maintain the portion of their brokerage account(s) to be managed by such Third-Party Advisers at the following brokerage firms:

- Rochdale Investment Management, LLC - Pershing LLC, 1 Pershing Plaza, Jersey City, New Jersey 07399

*Other Products and Services Available to Us from Charles Schwab:*

Schwab Advisor Services (formerly called Schwab Institutional) is Charles Schwab's business serving independent investment advisory firms like AIA. They provide us and our clients with access to its institutional brokerage - trading, custody, reporting and related services - many of which are not typically available to Charles Schwab retail customers. Charles Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts while others help us manage and grow our business. Charles Schwab's support services described below are generally available on an unsolicited basis (we are not required to request the noted services) and at no charge to us as long as we keep a total of at least \$10 million of the assets of our firm's advisory clients in accounts at Charles Schwab. The availability to us of Charles Schwab's products and services is not based on us giving particular investment advice, such as buying particular securities for our clients. Here is a more detailed description of Charles Schwab's support services:

*Services Benefitting You:*

Charles Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Charles Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Charles Schwab's services described in this paragraph generally benefit you and your account.

*Services that May Not Directly Benefit You:*

Charles Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Charles Schwab's own and that of third parties. We may use this research to service all or some substantial number of our clients' accounts, including accounts not maintained at Charles Schwab. In addition to investment research, Charles Schwab also makes available software and other technology that:

- provide access to client account data (such as duplicate trade confirmations and account statements);

- facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
- provide pricing and other market data;
- facilitate payment of our fees from our clients' accounts; and
- assist with back-office functions, recordkeeping and client reporting.

Services that Generally Benefit Only Us: Charles Schwab also offers other services intended to help us manage and further develop our business enterprise. These services 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.

Charles Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Charles Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Charles Schwab may also provide us with other benefits such as occasional business entertainment of our personnel.

*Our Interest in Charles Schwab's Services:*

The availability of the services described above (in the subsection entitled Other Products and Services Available to Us from Charles Schwab) from Charles Schwab benefits us because we do not have to produce or purchase them. We do not have to pay for Charles Schwab's services so long as we keep a total of at least \$10 million of client assets in accounts at Charles Schwab. (Beyond that, these services are not contingent upon us committing any specific amount of business to Charles Schwab in trading commissions or assets in custody.) The \$10 million minimum may give us an incentive to require that you maintain your account with Charles Schwab based on our interest in receiving Charles Schwab's services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. We believe, however, that our selection of Charles Schwab as custodian and broker is in the best interests of our clients. It is primarily supported by the scope, quality and price of Charles Schwab's services and not Charles Schwab's services that benefit only us.

We do not receive specific soft dollar benefits from Charles Schwab or other brokerage firms. Additionally, we receive no client referrals as an incentive to use Charles Schwab or any other brokerage to hold client assets.

Directed Brokerage

As described above, AIA generally requires its Clients maintain their Accounts at Charles Schwab. Clients are advised that not all investment advisors require, as a condition of their advisory agreements that Clients use a particular broker-dealer. Additionally, although AIA believes the commissions expected to be charged by Charles Schwab to be reasonable and its execution services to be competitive, the use of any one broker-dealer exclusively may result in AIA being unable to achieve for its Clients the most favorable execution at the best price available and accordingly may cost Clients more money than other arrangements.

In limited circumstances, and at our discretion, some clients may instruct our firm to use one or

more particular brokers for the transactions in their accounts. If you choose to direct our firm to use a particular broker, you should understand that this might prevent our firm from aggregating trades with other client accounts. This practice may also prevent our firm from obtaining favorable net price and execution. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you.

### Order Aggregation

We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). In the event orders are block traded, we will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

In the event orders are not block traded, you may pay different prices for the same securities transactions than other clients pay. Furthermore, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than if orders were aggregated.

## **Item 13      Review of Accounts**

### Client Account Review Frequency

Client accounts are reviewed in a timely manner by either Mr. Hood or Mr. Skraban, or both. Client accounts are reviewed for consistency with the intended investment strategy and expected performance.

### Reports Provided to AIA's Clients

Clients will have direct and continuous access to their accounts and the statements and related documents associated therewith via the broker-dealer with which their accounts are held. Brokerage statements are generated monthly and sent directly to the client by the Referred Brokers. These statements list the account positions, activity in the account over the month and other related information. **Clients are encouraged to review all communications and statements received from Charles Schwab and/or AIA immediately upon receipt.**

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

### Compensation Arrangements with Non-Clients for Providing Services to Clients

AIA and its management expect to receive compensation and certain other economic benefits

from non-Clients as a result of providing advisory services to Clients. As a general matter, such compensation may take the form of direct referral fees such as cash payments but may also include the provision of services or products to AIA by non-Clients.

AIA has entered into an agreement where it solicits clients and refers them to a third-party investment adviser. As a Referring Partner, the Firm will only refer clients to investment advisers that are registered with the Securities and Exchange Commission (SEC) or with the applicable state(s). Currently, AIA receives referral fees post the third-party adviser's billing to the client. The Firm reserves the right to request the agreed upon fee directly from approved custodians. AIA is required to present a disclosure to all prospects and clients, which details the compensation to AIA Adviser and other general terms of the relationship between the third party and the Firm. Adviser. AIA requests clients and prospects sign this disclosure and return it to the third-party adviser. The agreement between AIA and the third-party adviser(s) may be terminated, by either party submitting a thirty (30) day prior written notice to the other party.

#### AIA Client Referral Compensation to Third Parties (Solicitation Agreement)

From time-to-time AIA may elect to enter into a Solicitation Agreement with third party unaffiliated individuals and entities whereby the Firm pays cash compensation for Client referrals. All such cash compensation is paid pursuant to Section 206(4)-3 of the Investment Advisers Act of 1940 and AIA shall provide appropriate disclosure(s) to introduced parties and maintain applicable written instruments consistent with federal and state laws including but not limited to the following:

##### *Solicitor Qualifications:*

Before entering into an agreement to compensate a person for advisory client referrals, the adviser must make sure the person is able to meet or has met the requirements of the jurisdictions where they will operate. When applicable, the solicitor will be licensed as an investment adviser representative, registered as an investment adviser or notice filed.

The SEC defers to the states regarding licensing individuals who act as solicitors. Some states do not regulate or require the licensing of individuals who act as solicitors while other states include individuals who act as solicitors in their definition of an investment adviser representative.

Unregistered individuals that refer clients to state covered investment advisers are subject to the rules and regulations of the jurisdictions where they perform solicitation activities and the regulations where they maintain their principal place of business.

Investment adviser representatives who are associated with state covered advisers are subject to the requirements of the jurisdiction where they provide advisory services and solicit advisory services.

##### *Firm and Solicitor Responsibilities:*

Should AIA enter into a solicitor relationship with an individual or entity, the Firm shall address the following responsibilities:

- Ensure that the solicitor is registered as an investment adviser or exempt from registration and is not statutorily disqualified from being a solicitor
- Ensure that the solicitation arrangement is pursuant to a written agreement and the

- adviser must be a party to the agreement
- Make a bona fide effort and have a reasonable basis for believing that the solicitor has complied with the agreement
- Retain copies of the solicitation agreements with every solicitor that is acting on behalf of the firm
- Disclose any compensation arrangements on Form ADV
- Provide the solicitor with a disclosure document
- Supply the solicitor with current copies of the ADV Part 2
- Supply the solicitor with current copy of the Client Relationship Summary (Form CRS-ADV Part 3)
- Maintain signed and dated acknowledgments of receipt of the adviser's ADV Part 2, and signed and dated solicitors' disclosure documents

*Solicitors have the following responsibilities:*

- Refer the client only and must not attempt to qualify or make any determination regarding the suitability of any product or service of the adviser
- Present a current copy of the adviser's Form CRS-ADV Part 3
- Present a current copy of the adviser's ADV Part 2, and the separate disclosure document at the time of the solicitation or referral to each person solicited

*Solicitation Agreement:*

The adviser must retain a copy of each written agreement entered into with a solicitor. Each written agreement will have the following components:

- Description of the solicitation activities
- Description of the compensation arrangement
- Contain an undertaking by the solicitor to perform his or her duties under the agreement in a manner consistent with the instructions of the adviser and regulatory provisions
- Contain provisions that the solicitor provides the client with a:
  - Current copy of the investment adviser's form ADV Part 2 or equivalent disclosure document
  - Copy of the investment adviser's Form CRS-ADV Part 3
  - Separate written disclosure document

*Solicitor Disclosure Document:*

The Solicitor Disclosure Document provided to clients must include:

- Name of the solicitor
- Name of the adviser
- Nature of the relationship between the solicitor and the adviser
- Statement that the solicitor will be compensated for his solicitation services by the adviser
- Terms of the compensation arrangement, including a description of the compensation paid or to be paid to the solicitor
- Whether or not the fees charged to clients are higher or lower based on the solicitation

## **Item 15      Custody**

As paying agent for AIA, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. We will also provide statements to you reflecting the amount of advisory fee deducted from your account.

You should compare our statements with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement, or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

## **Item 16      Investment Discretion**

Generally, AIA's Advisory Agreement with its Clients will provide for AIA to be delegated discretionary authority over the Accounts of such Clients. This authority will be restricted to trading activity only, including buying and selling securities, utilizing margin, and so on. Except for direct deductions of its advisory fees, AIA will not be permitted to initiate transfers of funds in or out of Clients' Accounts.

If requested by a Client, AIA will manage a Client's Account(s) on a non-discretionary basis, in which case the Investment Advisor will obtain the Client's approval prior to entering into any transaction or withdrawal (except for withdrawals of AIA's advisory fees) in connection with the Client's account.

### Trade Errors

From time-to-time we may make an error in submitting a trade order on your behalf. In these situations, our policy is to restore your 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.

If a profit results from the correcting trade, the profit will remain in your account unless the same error involved other client account(s) that should have received the gain, it is not permissible for you to retain the gain, or we confer with you and you decide to forego the gain (e.g., due to tax reasons).

If the profit does not remain in your account and Schwab is the custodian, Schwab donates gains of \$100 or more to charity. If a loss occurs greater than \$100, our firm will pay for the loss. Schwab may retain gains of \$100 or less, if they are not kept in your account, to offset administrative expenses. Generally, if related trade errors result in both gains and losses in your account, they may be netted.

## **Item 17      Voting Client Securities**

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

## **Item 18      Financial Information**

### Balance Sheet

- AIA does not solicit prepayment of more than \$1,200 in fees per client six (6) months in advance.

### Financial Conditions

- AIA has no financial issues that could impair our ability to carry out our fiduciary duty to our clients.

### Bankruptcy Petition

- AIA has not been the subject of a bankruptcy petition within the last ten (10) years.

### Class Action Lawsuits

- AIA does not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.

## **Information Security Program**

We maintain an information security program to reduce the risk of a personal and confidential information breach. Below is a summary of our Privacy Policy regarding client personal information. A complete version of the Privacy Policy is provided as part of your client advisory agreement and may be obtained by contacting the Compliance Officer of the Adviser.

The Adviser:

- a) Collects non-public personal information about its clients from the following sources:
  - Information received from clients on applications or other forms;
  - Information about clients' transactions with the Adviser, its affiliates and others;
  - Information received from our correspondent clearing broker with respect to client accounts;



- Medical information submitted as part of an insurance application for a traditional life or variable life policy; and
  - Information received from service bureaus or other third parties.
- b) The Adviser will not share such information with any affiliated or nonaffiliated third party except:
- When necessary to complete a transaction in a customer account, such as with the clearing firm or account custodians;
  - When required to maintain or service a customer account;
  - To resolve customer disputes or inquiries;
  - With persons acting in a fiduciary or representative capacity on behalf of the customer;
  - With rating agencies, persons assessing compliance with industry standards, or to the attorneys, accountants, and auditors of the firm;
  - In connection with a sale or merger of The Adviser's business;
  - To protect against or prevent actual or potential fraud, identity theft, unauthorized transactions, claims or other liability;
  - To comply with federal, state or local laws, rules and other applicable legal requirements;
  - In connection with a written agreement to provide investment management or advisory services when the information is released for the sole purpose of providing the products or services covered by the agreement;
  - In any circumstances with the customer's instruction or consent.
- c) Restricts access to confidential client information to individuals who are authorized to have access to confidential client information and need to know that information to provide services to clients.
- d) Maintains physical, electronic and procedural security measures that comply with applicable state and federal regulations to safeguard confidential client information.