

**FORM ADV PART 2A  
DISCLOSURE BROCHURE**



**Integrated Financial Solutions, PLLC**

**Office Address:**

3035 S. Ellsworth, Suite #101  
Mesa, AZ 85212

Tel: 480-634-1111

Fax: 480-634-1360

[joeweber@MyIFS.com](mailto:joeweber@MyIFS.com)

[www.MyIFS.com](http://www.MyIFS.com)

This brochure provides information about the qualifications and business practices of Integrated Financial Solutions, PLLC. Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 480-634-1111. 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.

Additional information about Integrated Financial Solutions, PLLC (CRD #291326) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov)

**JANUARY 10, 2020**

## **Item 2: Material Changes**

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### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

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### **Material Changes since the Last Update**

Since the last filing of this brochure on May 14, 2018, the following has been updated:

- Items 4 and 5 have been updated to disclose ERISA 3(38) services and fees.
  - Item 5 fee schedule has been updated
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### **Full Brochure Available**

This Firm Brochure being delivered is the complete brochure for the Firm.

## **Item 3: Table of Contents**

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## **Item 4: Advisory Business**

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### **Firm Description**

Integrated Financial Solutions, PLLC (“IFS”) was founded in 2014 and registered as an investment adviser in 2018. Joseph A. Weber is 100% owner.

IFS is a fee only financial planning and investment management firm. The firm does not sell annuities, insurance or other commissioned products. The owner of IFS is a licensed to advice on insurance products as an independent insurance agent.

IFS does not act as a custodian of Client assets.

An evaluation of each Client's initial situation is provided to the Client, often in the form of a net worth statement, risk analysis or similar document. Periodic reviews are also communicated to provide reminders of the specific courses of action that need to be taken.

Other professionals (e.g., lawyers, accountants, tax preparers, insurance agents, etc.) are engaged directly by the Client on an as-needed basis and may charge fees of their own. Conflicts of interest will be disclosed to the Client in the event they should occur.

IFS currently reports \$12,250,000 discretionary and \$14,000,000 in non-discretionary Assets Under Management.

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### **Types of Advisory Services**

#### **ASSET MANAGEMENT**

IFS offers discretionary and non-discretionary direct asset management services to advisory Clients. IFS will offer Clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

#### **Discretionary**

When the Client provides IFS discretionary authority the Client will sign a limited trading authorization or equivalent. IFS will have the authority to execute transactions in the account without seeking Client approval on each transaction.

#### **Non-discretionary**

When the Client elects to use IFS on a non-discretionary basis, IFS will determine the securities to be bought or sold and the amount of the securities to be bought or sold. However, IFS will obtain prior Client approval on each and every transaction before executing any transactions.

#### ***SEI Managed Accounts Solutions***

IFS offers discretionary asset management services through a program sponsored by SEI Investments Management Corp (“SIMC”). SIMC has developed a standard managed account solutions (“MAS”), which program includes SEI’s distribution focused strategies, an integrated managed account solutions providing a tax overlay service (“Tax Management”) and a Goals Based Investing managed account solutions, consisting of MAS and Tax Management portfolios invested in accordance with SEI’s goals-based investment solutions and, may, in the future, develop additional managed account solutions (collectively, the “Managed Account Solutions”). Under this program, SIMC acts as a co-investment advisor to the Investor, along with IFS, pursuant to a tri-party investment management agreement executed among SIMC, IFS and each Investor investing assets into the Managed Account

Solutions (the "Tri-party Agreement"). For each Managed Account Solutions, SIMC is responsible for developing managed account portfolios designed to be invested in accordance with a stated investment objective (the "Managed Account Portfolios"). For each Managed Account Portfolio, other than the Managed Account Portfolios implementing distribution-focused strategies (the "DFS Portfolios"), SIMC is solely responsible for screening, reviewing and selecting the various money managers and/or individual mutual funds and Other Assets available for selection by Advisors and their Investors designed to meet the specific Managed Account Portfolio's stated investment objective or goal. For each DFS Portfolio, SIMC is responsible for selecting the SEI Funds and/or Other Assets underlying each DFS Portfolio and actively managing each Investor Account invested in a DFS Portfolio in accordance with the portfolio's investment objectives.

### ***SEI Mutual Fund Models Program and SEI Funds***

IFS offers discretionary asset management services through a program sponsored by SEI Investments Management Corp (SIMC). SIMC has developed various model mutual fund asset allocation portfolios (the "Mutual Fund Models") designed to be invested in accordance with a stated investment objective or goal (the "Mutual Fund Models Program"). SIMC currently develops its Mutual Fund Models through two underlying programs, described in various SEI literature as either SEI's Institutional Mutual Fund models or SEI's Goals Based Investing models and, may in the future, develop additional mutual fund model programs. Each Mutual Fund Model's underlying portfolio allocation is generally comprised exclusively of mutual funds in the SEI family of funds ("SEI Funds"), which are each advised by SIMC. Pursuant to the Mutual Fund Models Program, SEI will make available its various Mutual Fund Models to IFS who, in turn, may assist Investors in determining into which Mutual Fund Models to invest their assets.

### ***Investnet***

IFS also offers discretionary asset management services to advisory Clients utilizing Investnet Asset Management Inc.'s ("Investnet") Programs described in detail in their Appendix 1 brochure. For all Programs, Client and IFS compile pertinent financial and demographic information to develop an investment program that will meet the Client's goals and objectives. Utilizing the Investnet platform tools, IFS will allocate the Client's assets among the different options in the Program and determine the suitability of the asset allocation and investment options for each Client, based on the Client's needs and objectives, investment time horizon, risk tolerance and any other pertinent factors. Investnet uses a number of proprietary analytical tools and commercially available optimization software applications in developing its asset allocation strategies. Among the factors considered in designing these strategies are historical rates of risk and return for various asset classes, correlation across asset classes and risk premiums. For all Programs, Client directly owns the underlying securities, mutual funds or Exchange Traded Funds ("ETFs") in each of the Program's investment strategies. Mutual funds, ETFs, closed-end funds, unit investment trusts and real estate investment trusts exchange traded funds are collectively referred to throughout this document generally as a "Fund" or "Funds."

### **THIRD PARTY MANAGERS**

When deemed appropriate for the Client, we may recommend that Clients utilize the services of a Third Party Manager ("TPM") to manage a portion of, or your entire portfolio. All TPMs that IFS recommends must either be registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority(ies).

After gathering information about your financial situation and objectives, an Associated Person of our firm will make recommendations regarding the suitability of a TPM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a TPM, IFS will monitor the performance of the TPM to ensure their performance and investment style remains aligned with your investment goals and objectives.

IFS may act as the liaison between the Client and the TPM. IFS helps the Client complete the necessary paperwork of the TPM, provides ongoing services to the Client, will provide the TPM with any changes in Client status as provided to us by the Client and review the quarterly statements provided by the TPM. IFS will deliver the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM. Clients placed with TPM will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement.

### FINANCIAL PLANNING

If financial planning services are applicable, the Client will compensate IFS on an hourly fee basis or fixed fee basis described in detail under "Fees and Compensation" section of this brochure. Services include but are not limited to a thorough review of all applicable topics including wills, estate plan/trusts, investments, taxes, qualified plans, social security, retirement income, cash flow analysis, college planning, divorce planning and insurance. If a conflict of interest exists between the interests of the investment advisor and the interests of the Client, the Client is under no obligation to act upon the investment advisor's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through IFS. Financial plans will be completed and delivered inside of thirty (30) days dependent upon timely Client delivery of required documentation.

### ERISA PLAN SERVICES

IFS provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit sharing plans, cash balance plans, and deferred compensation plans. IFS may act as either a 3(21) advisor or 3(38) Manager.

**Limited Scope ERISA 3(21) Fiduciary.** IFS may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions on a non-discretionary basis. As an investment advisor IFS has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using IFS can help the plan sponsor delegate liability by following a diligent process.

#### 1. **ERISA 3(21) Fiduciary:**

- Provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. IFS acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.

- Provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. **ERISA 3(38) Fiduciary:**

IFS can also act as an ERISA 3(38) Investment Manager in which it has discretionary management and control of a given retirement plan's assets. IFS would then become solely responsible and liable for the selection, monitoring and replacement of the plan's investment options.:

- IFS has discretionary authority and will make the final decision regarding the initial selection, retention, removal and addition of investment options in accordance with the Plan's investment policies and objectives.
- Assist the Plan Sponsor to prepare and maintain the Investment Policy Statement. The IPS establishes the investment policies and objectives for the Plan.
- Assist the Client with the selection of a broad range of investment options consistent with ERISA Section 404(c) and the regulations thereunder.
- Prudently select investment options using Discretionary 3(38) Investment Manager's consistent and repeatable processes, subject to additional investment constraints/options established by the Plan Sponsor and outlined in their IPS.
- Provide discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5).
- Avoid prohibited transactions and conflicts of interest.

We will manage portfolios according to the client's instructions. While our model portfolios will typically address the client's needs, we will create and manage portfolios to address the client's specific requests.

3. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands IFS's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, IFS is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. IFS will not provide investment advice concerning the

prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.

- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

IFS may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between IFS and Client.

4. IFS has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to IFS on the ERISA Agreement.

Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

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### **Client Tailored Services and Client Imposed Restrictions**

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objective. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without written Client consent.

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### **Wrap Fee Programs**

IFS does not sponsor any wrap fee programs.

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## **Item 5: Fees and Compensation**

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### **Method of Compensation and Fee Schedule**

#### ASSET MANAGEMENT

IFS offers discretionary and non-discretionary direct asset management to advisory Clients for an annual fee of up to 2% of managed assets.

The annual fee may be negotiable. Fees are billed monthly or quarterly in advance based on the amount of assets managed as of the close of business on the last business day of the previous billing period. Initial fees for partial billing periods are pro-rated. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. Clients may terminate advisory services with thirty (30) days written notice. For accounts closed mid-billing period, unearned fees will be refunded to the Client. Client shall be given thirty (30) days prior written notice of any increase in fees.

Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

***SEI Managed Account Solutions and SEI Mutual Fund Models Program***

The fees payable to IFS will not exceed 1.0% of assets under management. The annual fee may be negotiable.

SIMC's advisory fee schedule for MAS range from .10% to 1.25%. Certain Clients may receive a fee discount, at the sole discretion of SIMC. These fees may be higher or lower than those charged by other investment advisors for similar services. SIMC may pay a portion of this fee to the portfolio manager acting as the account's Overlay Manager or retain the fee itself if it is serving as the Overlay Manager.

To the extent a Client's assets in MAS are invested in SEI Funds, SIMC and its affiliates will earn fund-level fees on those assets, as set forth in the applicable Fund's prospectus but SIMC will offset the fees set forth above on MAS assets invested in any SEI Fund.

**Fees for SEI Funds**

Each SEI Fund pays an advisory fee to SIMC that is based on a percentage of the portfolio's average daily net assets, as described in the mutual fund's prospectus. From such amount, SIMC pays the sub-advisor(s) to the SEI Fund. SIMC's fund advisory fee varies, but it typically ranges from .10% - 1.50% of the portfolio's average daily net assets for its advisory services. Additionally, affiliates of SIMC provide administrative, distribution and transfer agency services to all of the portfolios within the SEI Funds, as described in the SEI Funds' registration statements. These fees and expenses are paid by the SEI Funds but ultimately are borne by each shareholder of the SEI Funds. If a Client invests in a model available through the Mutual Fund Models Program, the Client will be charged the expense ratios of each of the SEI Funds included in the applicable model. Clients may have the option to purchase certain SEI investment products, including the SEI Funds, that SIMC recommends through other brokers or agents not affiliated with SIMC. Clients may also pay custody fees to SEI Private Trust Company ("SPTC") when their assets are custodied at SPTC. These fees will vary depending on the account balance and trade activity in the account. Clients can refer to their account application for specific information on SPTC custody fees.

IFS receives compensation as a result of a Client's participation in SIMC's programs. For assisting Clients in selecting appropriate Mutual Fund Models, Managed Account Portfolios or Custom Portfolios in accordance with the terms of IFS's advisory agreement and, if applicable Triparty Agreement, with such Clients and providing on-going account services, IFS will receive a fee payable from the Client's Account assets. IFS's fee will be calculated quarterly on the Client's Account balance and payable quarterly in arrears net of any income, withholding or other taxes. IFS's fee is separate from and in addition to SIMC's Investment Management Fee described above. IFS's fee and SIMC's Investment Management fee will be deducted by SPTC directly from the Client's account. IFS does not have the ability to directly deduct their advisory fee from the Client account.

Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation. For accounts closed mid-quarter, IFS will be entitled to a pro rata fee for the days service was provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

***Envestnet***

The fees payable to IFS will not exceed 1.0% of assets under management. The annual fee may be negotiable.

The standard fee schedules for Envestnet's Programs are as follows and are detailed in the Envestnet agreement and Appendix 1 brochure provided to the Client:

SMA Portfolios range from 0.25% to 1.81% dependent upon amount invested and Portfolio selected.

Asset Allocation Programs range from 0.10% to 1.00% dependent upon amount invested and Program selected.

Multi-Style Accounts range from 0.25% to 1.56% dependent upon amount invested and Account Style selected.

The fees charged by IFS are in addition to the fees charged by Envestnet. Fees are billed quarterly in advance and prorated to the end of the quarter upon inception of the account. Envestnet's billing services calculates the fees for Envestnet and IFS. Fees collected by Envestnet from the Client account will be distributed to the appropriate parties for payment. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five business days of signing the Investment Advisory Agreement with no obligation. Clients may terminate advisory services with thirty (30) days written notice. Client will be entitled to a pro rata refund for the days service was not provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees.

### THIRD PARTY MANAGERS

#### ***Brinker Capital Inc. ("Brinker")***

The fees payable to IFS will not exceed 1.0% of assets under management. The annual fee may be negotiable.

The Client's total fee is based upon the combined fees for each of the following service components: (i) a fee for Brinker's management or advisory services (the "Brinker Fee Component"); (ii) the fees paid by Brinker to any portfolio managers with respect to a Client's account (the "Manager Fee Component"); (iii) the custodian's charges for custody and clearing services (the "Custody and Clearing Component"); and, (iv) IFS's fee will be calculated quarterly on the Client's Account balance and payable quarterly in arrears net of any income, withholding or other taxes. IFS's fee is separate from and in addition to Brinker Fee described above. IFS's fee and Brinker's fee will be deducted by Brinker directly from the Client's account. IFS does not have the ability to directly deduct their advisory fee from the Client account. Brinker may amend its fee schedules upon at least 30 days' prior written notice. Under Brinker's fee schedule, all costs associated with a Client's account (such as separate account managers and custody and clearing) will be passed through directly to the Client without mark-up. Because the other costs associated with a Client's account will be passed through to the Client, the Client's total fee will vary based upon the allocation of an account among separate account managers, specific manager selection and the number of separate account managers versus Funds included in an account.

The annual fee schedule for the Brinker Fee Component (other than Wealth Advisory Clients) is "tiered", meaning that the portion of the account assets within each asset tier is charged the fee indicated for such asset tier. The Brinker Fee Component will not change based upon

the allocation of assets in the account among portfolio managers and/or Funds. The investment advisory fee is billed quarterly in advance. The initial fee is based on the market value of the Client's account assets when the account is opened and prorated for the number of days remaining in the calendar quarter. Thereafter, the quarterly fee is due on the first business day of each quarter and is based on the market value of the Client's account assets on the last business day of the immediately preceding quarter. Generally, Brinker's fee is either paid through redemption of mutual fund shares or deducted from the Client's separately managed accounts, based on the weighted average of the managed account market values. However, upon request of the Client, Brinker will bill the Client separately instead of deducting the fees.

**Brinker's Standard Fee Schedule.** The annual fee schedule for the Brinker Fee Component (other than Wealth Advisory Clients) is "tiered", meaning that the portion of the account assets within each asset tier is charged the fee indicated for such asset tier. The Brinker Fee Component will not change based upon the allocation of assets in the account among portfolio managers and/or Funds.

Assets Tier	Brinker Fee
Up to \$100,000	0.64%
\$100,001 to \$1 million	0.50%
Next \$1 million	0.45%
Next \$1 million	0.40%
Next \$2 million	0.35%
Over \$5 million	Negotiable

Because Brinker's standard fee schedule is "tiered", the actual Brinker Fee Component will vary based upon changes in the total value of the Client's account (resulting from appreciation, depreciation, liquidations or additional contributions). Wealth Advisory Fee Schedule. The annual Brinker Fee Component for Wealth Advisory accounts is a maximum of 0.65% of account value, provided that the fee may vary on a case-by-case basis, based on the account value and services provided.

**Brinker Fund Fee Offset:** Advisory fees paid to Brinker or a Brinker affiliate by any Fund advised by Brinker or a Brinker affiliate, including any Destinations Fund, with respect to a Client's investment in such Fund are credited to, or offset and reduce, dollar-for-dollar the Brinker Fee Component otherwise payable to Brinker. The Brinker Fee in the above table is gross of such offset. Currently, the Brinker Fund fee offset for assets invested in Destinations Funds is 0.39%. If the fee offset exceeds the Brinker Fee Component calculated under the foregoing fee schedule, Brinker will reduce the total fee by such excess amount.

**Additional Fees for Optional Features:** The above schedule reflects Brinker's basic fees. Brinker offers certain optional features in certain programs and charges an additional fee on the net asset value, including the cash reserve portion, of account registrations utilizing such feature. Currently, Brinker offers tax management services to taxable accounts invested in Personal Portfolios and a Personal Distribution Strategy ("PDS") to Clients invested in Destinations or Crystal Strategy I. Brinker charges Clients who elect the tax management or PDS feature an additional 0.10% of net asset value, which is added to the Brinker Fee Component. Scheduled distributions under the PDS option could reduce the account, resulting in a higher percentage fee.

**Manager Fee Component:** Portfolio manager fees range from 0.04% to 0.28% of account value for model portfolios that include individual manager charges (such as Core Guided and

Personal Portfolios) and from 0.20% to 0.80% of account value for portfolio managers providing individual separate account management, depending on the portfolio manager selected.

**Custody and Clearing Fee Component:** The Custody and Clearing Fee Component is “tiered,” meaning that the portion of the account assets within each asset tier is charged the fee indicated (expressed as basis points) for such asset tier. There is no Custody and Clearing Fee Component for Destinations accounts. Personal Benchmark uses the clearing scheduled of the underlying program.

Program / Style	Personal Portfolios/ Core Guided	Core Equity	Core Fixed Income	ACS Real Assets/ ACS Alts II	ACS International/ ACS Fixed Income	Crystal Strategy I	Destinations ETFh
First \$250,000	20	19	9	9	9	15	10
Next \$250,000	12	10	7	7	7	10	6
Next \$500,000	10	6	5	5	5	9	3
Next \$1,000,000	4	3	3	3	3	7	2
Next \$3,000,000	4	3	3	3	3	6	2
Remainder	4	3	3	3	3	5	2
<b>Minimum Charge:</b>	\$500.00	\$275.00	\$200.00	\$200.00	\$200.00	\$200.00	\$150.00

#### FINANCIAL PLANNING

Financial planning services are available to all Clients on a negotiable hourly fee or fixed fee. Financial plans are priced according to the degree of complexity associated with the Client’s situation. Prior to the planning process the Client is provided an estimated plan fee. Client will pay half of the estimated fee at the signing of the Agreement with the balance due upon delivery of the completed plan. IFS reserves the right to waive financial planning fee if plan is implemented with IFS. Services are completed and delivered inside of thirty (30) days dependent upon timely Client delivery of required documentation. Client may cancel within five (5) days of signing the Agreement for a full refund. If the Client cancels after five (5) days, any unearned fees will be refunded to the Client. Client must provide written notice to cancel services.

#### HOURLY FEES

Financial planning services are offered based on an hourly fee of \$250 per hour.

#### FIXED FEES

Financial planning services are offered based on a flat fee between \$500 and \$5,000 based on the complexity of the plan and the Client’s needs.

#### ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 1% for 3(21) services and 0.25% for 3(38) services for a maximum total annual fee of 1.25% if IFS acts as both the 3(21) and 3(38) to the Plan. The annual fee is negotiable and may be charged as a percentage of the Included Assets or as a flat fee. Fees may be charged quarterly

or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, IFS shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of IFS for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. IFS does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, IFS will disclose this compensation, the services rendered, and the payer of compensation. IFS will offset the compensation against the fees agreed upon under this Agreement.

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### **Client Payment of Fees**

Investment management fees are billed monthly or quarterly in advance, meaning that we charge you before the billing period. Fees are usually deducted from a designated Client account to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Investment management fees for clients utilizing the services of SEI Investments Management Corp are deducted quarterly in arrears.

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

Clients pay the TPM's investment advisory fees. Prior to signing an investment advisory agreement, the method of payment will be disclosed in the TPM's Form ADV Part 2.

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### **IFS ERISA 3(38) Client Fees Charged**

0.10% of Plan assets annually for Plans with assets up to \$10,000,000

Unless negotiated otherwise

Portfolios in excess of \$10,000,000 are negotiable

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### **Additional Client Fees Charged**

Custodians may charge transaction fees on purchases or sales of certain mutual funds, equities, bonds and exchange-traded funds. These charges may include mutual fund transaction fees, postage and handling and miscellaneous fees.

IFS, in its sole discretion, may charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

For more details on the brokerage practices, see Item 12 of this brochure.

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### **Prepayment of Client Fees**

Investment management fees are billed monthly or quarterly in advance.

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

Fees for ERISA 3(21) and 3(38) services may be billed in advance.

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### **External Compensation for the Sale of Securities to Clients**

IFS does not receive any external compensation for the sale of securities to Clients, nor do any of the investment advisor representatives of IFS.

## **Item 6: Performance-Based Fees and Side-by-Side Management**

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### **Sharing of Capital Gains**

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

IFS does not use a performance-based fee structure because of the conflict of interest. Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the Client.

## **Item 7: Types of Clients**

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### **Description**

IFS generally provides investment advice to individuals, high net worth individuals, trusts, estates, or charitable organizations, corporations or business entities.

Client relationships vary in scope and length of service.

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### **Account Minimums**

IFS requires a minimum of \$100,000 to open an account, but IFS does have the discretion to accept accounts with less assets. TPMs utilized by IFS may also have a minimum to open an account on their platform.

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

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### **Methods of Analysis**

Security analysis methods may include fundamental analysis, technical analysis and cyclical analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

**Fundamental analysis** concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

**Technical analysis** attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

**Cyclical analysis** assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are twofold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

In developing a financial plan for a Client, IFS's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the Client's specific situation.

The main sources of information include financial newspapers and magazines, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

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### **Investment Strategy**

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Each Client executes an Investment Policy Statement, Risk Tolerance or similar form that documents their objectives and their desired investment strategy.

Other strategies may include long-term purchases, short-term purchases, trading and option writing (including covered options, uncovered options or spreading strategies).

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### **Security Specific Material Risks**

All investment programs have certain risks that are borne by the investor. Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk. Risks involved in technical analysis are inflation risk, reinvestment risk, and market risk. Cyclical analysis involves inflation risk, market risk, and currency risk.

Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Market Risk:** The prices of securities held by mutual funds in which Clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.
- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Inflation Risk:** When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Management Risk:** The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset

class or fund are not realized in the expected time frame, the overall performance of the Client's portfolio may suffer.

- **Equity Risk:** Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the Client's overall portfolio. Small and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- **Fixed Income Risk:** The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.
- **Investment Companies Risk:** When a Client invests in open end mutual funds or ETFs, the Client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the Client will incur higher expenses, which may be duplicative. In addition, the Client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which Client invests.
- **Foreign Securities Risk:** Funds in which Clients invest may invest in foreign securities. Foreign securities are subject to additional risks not typically associated with investments in domestic securities. These risks may include, among others, currency risk, country risks (political, diplomatic, regional conflicts, terrorism, war, social and economic instability, currency devaluations and policies that have the effect of limiting or restricting foreign investment or the movement of assets), different trading practices, less government supervision, less publicly available information, limited trading markets and greater volatility. To the extent that underlying funds invest in issuers located in emerging markets, the risk may be heightened by political changes, changes in taxation, or currency controls that could adversely affect the values of these investments. Emerging markets have been more volatile than the markets of developed countries with more mature economies.
- **Long-term purchases:** Long-term investments are those vehicles purchased with the intention of being held for more than one year. Typically the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.

- **Short-term purchases:** Short-term investments are typically held for one year or less. Generally there is not a high expectation for a return or an increase in value. Typically, short-term investments are purchased for the relatively greater degree of principal protection they are designed to provide. Short-term investment vehicles may be subject to purchasing power risk — the risk that your investment’s return will not keep up with inflation.
- **Trading risk:** Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.

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## **Item 9: Disciplinary Information**

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### **Criminal or Civil Actions**

IFS and its management have not been involved in any criminal or civil action.

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### **Administrative Enforcement Proceedings**

IFS and its management have not been involved in administrative enforcement proceedings.

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### **Self-Regulatory Organization Enforcement Proceedings**

IFS and its management have not been involved in legal or disciplinary events that are material to a Client’s or prospective Client’s evaluation of IFS or the integrity of its management.

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

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### **Broker-Dealer or Representative Registration**

Neither IFS nor any of its employees are registered representatives of a broker-dealer.

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### **Futures or Commodity Registration**

Neither IFS nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity-trading advisor.

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### **Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Managing Member Joseph A. Weber is licensed as an independent insurance agent to advise clients on insurance based products and/or services. Approximately 10% of his time is spent on this activity. From time to time, he will advise clients services from this activity. Compensation from fee-based insurance products, if any, will derive from a client negotiated bundled fee and may be included in the total assets under management.

This conflict is mitigated by disclosures, procedures, and IFS’s fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

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### **Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

IFS solicits the services of TPMs to manage Client accounts. IFS’s fee is separate from and in addition to TPM Fee. IFS’s fee and TPM fee will be deducted by TPM directly from the Client’s account. . IFS is responsible for:

- helping the Client complete the necessary paperwork of the TPM;
- providing ongoing services to the Client;
- updating the TPM with any changes in Client status which is provide to IFS by the Client;

- reviewing the quarterly statements provided by the TPM; and
- delivering the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM to the Client.

Clients placed with TPMs will be billed directly from the TPM. The TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of IFS.

This conflict is mitigated by disclosures, procedures and IFS's fiduciary obligation to act in the best interest of his Clients. Clients are not required to accept any recommendation of TPMs given by IFS and have the option to receive investment advice through other money managers of their choosing.

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

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### **Code of Ethics Description**

The employees of IFS have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of IFS employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of IFS. The Code reflects IFS and its supervised persons' responsibility to act in the best interest of their Client.

One area which the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

IFS's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of IFS may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

IFS's Code is based on the guiding principle that the interests of the Client are our top priority. IFS's officers, directors, advisors, and other employees have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either employees or the company.

The Code applies to "access" persons. "Access" persons are employees who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

The firm will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

### **Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

IFS and its employees do not recommend to Clients securities in which we have a material financial interest.

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## **Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

IFS and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide IFS with copies of their brokerage statements.

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## **Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest**

IFS does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, employees may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide IFS with copies of their brokerage statements.

The Chief Compliance Officer of IFS is Joseph A. Weber. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that Clients of IFS receive preferential treatment over employee transactions.

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## **Item 12: Brokerage Practices**

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### **Factors Used to Select Broker-Dealers for Client Transactions**

IFS may recommend the use of a particular broker-dealer or may utilize a broker-dealer of the Client's choosing. IFS will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. IFS relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by IFS.

- *Directed Brokerage*

In circumstances where a Client directs IFS to use a certain broker-dealer, IFS still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: IFS's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among Clients and conflicts of interest arising from brokerage firm referrals.

Advisor is not affiliated with the brokerage firm. Broker does not supervise the advisor, its agents or activities

- *Best Execution*

Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.

- *Soft Dollar Arrangements*

The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by IFS from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. As permitted by Section 28(e) of the Securities Exchange Act of 1934, IFS receives economic benefits as a result of commissions generated from securities transactions by the broker-dealer from the accounts of IFS. These benefits include both proprietary research from the broker and other research written by third parties.

A conflict of interest exists when IFS receives soft dollars. This conflict is mitigated by the fact that IFS has a fiduciary responsibility to act in the best interest of its Clients and the services received are beneficial to all Clients.

### **The Custodians We Use (TD Ameritrade)**

Advisor participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade"), member FINRA/SIPC. TD Ameritrade is an independent [and unaffiliated] SEC-registered broker-dealer. TD Ameritrade offers to independent investment Advisors services which include custody of securities, trade execution, clearance, and settlement of transactions. Advisor receives some benefits from TD Ameritrade through its participation in the program. (Please see the disclosure under Item 14 below.)

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### **Aggregating Securities Transactions for Client Accounts**

IFS is authorized in its discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of IFS. All Clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis.

## **Item 13: Review of Accounts**

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### **Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved**

Joseph A. Weber, Chief Compliance Officer reviews the accounts at least quarterly. Account reviews are performed more frequently when market conditions dictate. Financial plans are considered complete when recommendations are delivered to the Client and a review is done only upon request of Client.

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### **Review of Client Accounts on Non-Periodic Basis**

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

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### **Content of Client Provided Reports and Frequency**

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by IFS's custodian or the third party money manager's custodian. Client receives confirmations of each transaction in account from custodian and an additional statement during any month in which a transaction occurs.

Under financial planning services, the Client will receive a one-time written financial plan.

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

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### **Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest**

IFS does not pay or receive fees for client referral, nor does it offer or receive sales awards, prizes, or other forms of compensation for providing advisor or investment management services to clients.

As disclosed under Item 12, above, Advisor participates in TD Ameritrade's institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade 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 Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

## **Item 15: Custody**

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### **Account Statements**

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly.

Advisor is not affiliated with the custodian. The custodian does not supervise the advisor, its agents or activities

IFS is deemed to have constructive custody solely because advisory fees are directly deducted from Client's account by the custodian on behalf of IFS.

## **Item 16: Investment Discretion**

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### **Discretionary Authority for Trading**

IFS accepts discretionary authority to manage securities accounts on behalf of Clients. IFS has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. IFS allows Clients to impose limitations on discretionary authority for investing in certain securities or types of securities. Limitations on discretionary authority are required to be provided to IFS in writing.

IFS also accepts non-discretionary authority to manage securities accounts on behalf of Clients. IFS will obtain prior Client approval before executing any transactions.

The Client will authorize IFS discretionary authority or non-discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement. IFS does not receive any portion of the transaction fees or commissions paid by the Client to the custodian for trades.

## **Item 17: Voting Client Securities**

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### **Proxy Votes**

IFS does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, IFS will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

## **Item 18: Financial Information**

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### **Balance Sheet**

A balance sheet is not required to be provided because IFS does not serve as a custodian for Client funds or securities and IFS does not require prepayment of fees of more than \$500 per Client and six months or more in advance.

### **Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

IFS has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

### **Bankruptcy Petitions during the Past Ten Years**

Neither IFS nor its management has had any bankruptcy petitions in the last ten years.

## **Item 19: Requirements for State Registered Advisors**

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### **Principal Executive Officers and Management Persons**

#### **Joseph A. Weber**

- Year of birth: 1982

### **Educational Background and Business Experience**

Business Experience:

- Integrated Financial Solutions, PLLC; Managing Member/Investment Advisor Representative; 12/2017 – Present

- Integrated Financial Solutions, PLLC; (dba for securities business), Managing Member; 06/2014 – 05/2017
- Integrated Financial Solutions; (dba for business), Managing Member; 02/2010 – 06/2014
- Joseph A. Weber; Independent Insurance Agent; 01/2002 – Present
- Voya Financial Advisors, Inc.; Registered Representative/Investment Advisor Representative; 11/2015 – 05/2017
- Lincoln Financial Advisors Corporation; Registered Representative/Investment Advisor Representative; 07/2015 – 11/2015
- Princor Financial Services Corporation; Registered Representative/Investment Advisor Representative; 12/2008 – 08/2015
- MML Investors Services, Inc; Investment Advisor Representative; 08/2005 – 02/2008

Educational Background:

- No post-secondary education

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**Outside Business Activities**

Joseph A. Weber is licensed as an independent insurance agent to advise clients on insurance based products and/or services. Approximately 10% of his time is spent on this activity. From time to time, he will advise clients services from this activity. Compensation from fee-based insurance products, if any, will derive from a client negotiated bundled fee and may be included in the total assets under management.

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**Performance Based Fee Description**

Mr. Weber does not receive any performance based fees.

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**Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons**

None to report.

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**Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities**

There are no material relationships with issuers of securities to disclose.