PAISLEY FINANCIAL, LLC

FIRM BROCHURE
FEBRUARY 5, 2015

Four Greater Chicago Locations

13516 West 163rd Street
Homer Glen, IL 60491

10 South Riverside Plaza, Suite 1800
Chicago, IL 60606
By Appointment Only

One Lincoln Centre
18W140 Butterfield Rd., 15th Floor
Oakbrook Terrace, IL 60181
By Appointment Only

10 Martingale Road, Suite 400
Schaumburg, IL 60173
By Appointment Only

Phone: (312) 878-8500
Website: www.paisleyfinancial.com

This brochure provides information about the qualifications and business practices of Paisley Financial. If you have any questions about the contents of this brochure, please contact us at (312) 878-8500.

Paisley Financial is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about Paisley Financial is available on the SEC's website www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for the Adviser is 150727.

2. Material Changes

We do not have any material changes to report since our last annual update from 2014.

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4. ADVISORY BUSINESS

A. OWNERSHIP/ADVISOR HISTORY

Paisley Financial, LLC ("Paisley Financial," "we" or "the Adviser") was formed as a limited liability company under the laws of the State of Delaware in June 2009. It subsequently became an Illinois registered investment adviser on July 22, 2009. The Adviser's members are Anthony Krcmar and Morgan Paisley.

B. ADVISORY SERVICES OFFERED

The Adviser offers the following services.

i. Financial Consulting Services

The Adviser will typically provide a variety of financial consulting services, principally advisory in nature, to individuals, families and other clients regarding the management of their financial resources, based upon an analysis of client's needs. Generally, such financial consulting services will involve preparing a financial program or rendering a financial consultation for clients based on the client's financial circumstances and objectives. This information normally would cover present and anticipated assets and liabilities, including insurance, savings, investments, and anticipated retirement or other employee benefits.

The program developed for or financial consultation rendered to the clients will usually include general recommendations for a course of activity or specific actions to be taken by the clients. In general, financial consulting services will include any or all of the following:

1. Cash Flow, Debt and Risk Management – This service involves giving advice with respect to cash accounts, financial obligations and cash management. Tax consequences and their implications are also identified and evaluated.

2. Retirement Planning – This service involves giving advice with respect to asset allocation, investment income and accumulation techniques. Evaluations are made of existing investments in terms of their economic and tax characteristics as well as their suitability for meeting client's objectives. Tax consequences and their implications are also identified and evaluated.

3. Investment Planning/Asset Allocation – This service involves giving advice with respect to asset allocation and investment income accumulation techniques. Evaluations are made of existing investments in terms of their economic and tax characteristics as well as their suitability for meeting client's objectives. Tax consequences and their implications are identified and evaluated.

4. Estate Planning – This service involves giving advice with respect to property ownership, distribution strategies, estate tax reduction, and tax payment techniques. Discussions may involve gifts, trusts and the disposition of business interests. Tax consequences and their implications are also identified/evaluated.

5. College Funding – This service involves alternatives and strategies with respect to the

complete or partial funding of college or other post-secondary education experience. Tax consequences and their implications are also identified and evaluated.

6. Business Succession Planning – This service involves alternatives and strategies with respect to the continuity or disposition of the business upon the business owner's retirement, death, disability or decision to sell. Tax consequences and their implications are also identified and evaluated.

7. Tax Planning – This service involves alternatives and strategies with respect to how tax laws will affect various financial decisions, examples include acquisitions, pension strategy, investment purchases or consolidations.

ii. *Portfolio Management Services*

The Adviser provides non-discretionary and discretionary portfolio management services where the investment advice provided is custom tailored to meet the individualized needs and investment objectives of the client. Accordingly, for discretionary portfolio management, the Adviser is authorized to perform various functions, at the client's expense, without further approval from the client. Such functions include the determination of securities to be purchased or sold and the amount of securities to be purchased or sold. Once the portfolio is constructed, the Adviser will monitor the portfolio as changes in market conditions and client circumstances may require.

iii. *Performance Fee for some Accredited Investors*

If agreed upon in the Investment Advisory Agreement, the Adviser may offer its Portfolio Management Services to high net-worth "qualified clients" for a base nominal fee plus an incentive fee to be determined by investment performance. As with the Portfolio Management Service, the Advisor will provide custom tailored advice to meet the individualized needs and investment objectives of the Client.

Pursuant to Illinois Rules Section 130.852, an investment adviser can charge performance based fees provided these fees are only offered to "qualified clients".

The definition of "qualified clients" can be found in SEC Section 275.205-3.

"Qualified Client" pursuant to SEC 275.205-3 means:

(i) A natural person who or a company that immediately after entering into the contract has at least $750,000 under the management of the investment adviser;

(ii) A natural person who or a company that the investment adviser entering into the contract (and any person acting on his behalf) reasonably believes, immediately prior to entering into the contract, either:

(A) Has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than $1,500,000, at the time the contract is entered into; or

(B) Is a qualified purchaser as defined in section 2(a)(51)(AA) of the Investment Company Act of 1940 (15U.S.C. 80a-2(51)(A)) at the time the contract is entered into; or

(iii) A natural person who immediately prior to entering into the contract is:

(A) An executive officer, director, trustee, general partner or person serving in similar capacity, of the investment adviser; or

(B) An employee of the investment adviser (other than an employee performing solely clerical, secretarially or administrative functions with regard to the investment adviser) who, in connection with his or her regular functions or duties, participates in the investment activities of such investment adviser, provided that such employee has been performing such functions and duties for or on behalf of the investment adviser, or substantially similar functions or duties for or on behalf of another company for at least 12 months.

iv. Pension Consulting Services

Pension Consulting consists of assisting employer plan sponsors establish, monitor and review their company's participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include: investment options, investment policy statement, plan structure, participant education, diversification review, and participant level advice.

C. TAILORED SERVICES

As described above, the Adviser's portfolio management services, performance fee for accredited investor services and financial planning services are individualized to each client.

D. WRAP PROGRAM

The Adviser does not participate in a wrap program. This section is not applicable.

E. CLIENT ASSETS MANAGED

As of February 5, 2015, the Adviser manages $4,700,000 in discretionary assets.

5. FEES AND COMPENSATION

A. FINANCIAL CONSULTING SERVICES

An hourly fee of $250 per hour may be charged. One-half of the anticipated total hourly fee is generally due and payable at the time the client's agreement is executed, and the remainder of the fee is due upon presentation of a plan or the rendering of consulting services. Hourly fee financial plans will be presented and financial consultations rendered to the clients within 6 months of the contract date. The amount of time spent will depend on the complexity of the client's situation and the services required. The number of hours for financial consulting services may be as low as 2-4 hours and may be significantly higher if the situation is complex.

In lieu of an hourly fee, a fixed fee may be charged to clients, half of which is generally due and payable at the time the client's agreement is executed, and the remainder of the fee is due upon presentation of a plan or the rendering of consulting services. Fixed fees will generally range from $1,500 - $5,000. Fixed fee financial plans will be presented and financial consultations rendered to the clients within 6 months of the contract date.

The actual fixed or hourly fees will not vary by client type, but it will be set by each Investment Adviser Representative ("IAR") based on the estimated scope of the engagement, nature and detail of the plan requested by the client. The agreed upon fee may be collected from the client at the signing of the operative financial consulting agreement; such deposit amount will be held by the Adviser until such time as the IAR has delivered the requested plan to the client. Upon delivery and acceptance of the plan by the client, the amount received as a deposit will be applied to the agreed upon fee.

Hourly fee examples:

Client A meets with the Adviser to discuss a basic financial consulting issues and seeks general investment advice relating to broad issues such as retirement planning and education planning. The meeting lasts 2 hours and follow up research takes 2 hours. At $250 per hour, the client would be charged a $500 retainer at the time of the initial meeting ($250 x 2 hours) and an additional $500 upon completion of the engagement ($250 x 2 hours). The Adviser will perform all financial consulting work before six months expires. Typically, the Adviser will produce a financial plan within 30 days of meeting with the client.

Client B meets with the Adviser to discuss complex financial consulting issues and seeks detailed and specific investment advice pertaining to her estate, tax situation, asset allocation, etc. The meeting lasts 3 hours and requires 3 hours of follow up research. At $250 per hour, the client would be charged a retainer fee of $750 at the time of the initial meeting and an additional $750 upon completion of the engagement.

Termination of Financial Planning Services

A Client may terminate this service 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 giving five (5) days written notice to the Adviser at Paisley Financial, LLC 13516 West 163rd Street, Homer Glen, Illinois 60491. Upon written notice of termination, fees will be prorated for the number of hours that services were rendered based on the termination date. Any surplus will be returned to the client within 5 business days of cancellation.

B. PORTFOLIO MANAGEMENT SERVICES

On an annualized basis, the Adviser's standard fee for continuous portfolio management services is paid quarterly in advance as follows:

Assets Under Management	Annual Advisory Fee
Up to $500,000	1.75% negotiable
$500,001 to $2,000,000	1.50% negotiable
$2,000,001 to $5,000,000	1.25% negotiable
$5,000,001 to $10,000,000	1.00% negotiable
Over $10,000,000	By negotiation

<u>Portfolio Management Fee Example</u>

Client A signs a contract with the Adviser to manage his/her portfolio. The Client is charged 1.5% on a $1,000,000 portfolio that equates to a $15,000 annual advisory fee charged in $3,750 quarterly increments. In the event a Client retains the Adviser after a quarter has already started, the Client's first quarter advisory fee would be discounted on a pro-rata basis to account for the amount of time which has already expired in the quarter. For example, a Client that retains the Adviser in the middle of the quarter will only pay one-half of the full quarterly fee. Using the same example portfolio described earlier, a Client who retains the Adviser in the middle of a quarter would pay the Adviser an advisory fee of $1,875 (one-half of what would have been a $3,750 advisory fee for one-quarter of management at an annual rate of 1.5% on a $1,000,000 portfolio).

On accounts balances that are less than $5,000, the Adviser reserves the right to waive its fee until the balance exceeds $5,000.

The Adviser's annual fee shall be negotiable in certain cases and be pro-rated and paid in advance on a quarterly basis. No increase in the annual fee shall be effective without prior written notification to the Client. Clients are responsible for custodial fees and transaction costs.

Clients provide written authorization permitting the Adviser to be paid advisory fees directly from their accounts held by the custodian. Clients will be provided with a quarterly statement reflecting the deduction of the advisory fee from the Custodian detailing the amount of the advisory fee. Fee calculation formula can be found in the Advisor/Client agreement.

Fees will not be based upon a share of capital gains or capital appreciation of the funds or of any portion of the funds under advisory contract. Fees for services to be performed will not be collected six or more months in advance.

In addition to the Adviser's annual investment management fee, the Client may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the account which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

Termination of Portfolio Management Services

A Client may terminate this service 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 giving five (5) days written notice to the Adviser at Paisley Financial, LLC 13516 West 163rd Street, Homer Glen, Illinois 60491. Upon written notice of termination, fees will be prorated for the number of days that services were rendered based on the Account's valuation as of the termination date. Any surplus will be returned to the client within 5 business days of cancellation.

C. PERFORMANCE FEE FOR SOME ACCREDITED INVESTORS

The Adviser's nominal fee and performance fee are paid quarterly in advance. The Adviser's performance fee schedule is as follows:

Assets Under Management	**Nominal Advisory Fee**	**Performance Fee**
$750,000 to $2,000,000	0.70%	20%
$2,000,001 to $5,000,000	0.60%	20%
$5,000,001 to $10,000,000	0.50%	20%
Over $10,000,000	By Negotiation	By Negotiation

The performance fee may be assessed on the net returns (investment returns less the nominal fee charged) of such accounts at the end of each quarter. In determining the net return on Client accounts, the Adviser considers the annual "high water mark," the highest value of the assets during the year previous to the end of the current billing period (as adjusted for deposits and withdrawals of capital). In the event that the Adviser fails to achieve an investment return during the year prior to a billing period, no performance fee would be due to the Adviser for the management of client's account.

The performance fee is calculated as follows: the Adviser will receive a percentage of the net capital appreciation (i.e. capital appreciation less capital depreciation and any accumulated net capital depreciation carry-forward from prior periods) of each Client's account. The performance fee is payable only if and to the extent that the net capital appreciation of the Client's account exceeds any net capital depreciation accumulated during the performance fee period (as adjusted for withdrawals of capital). The Adviser in its discretion may waive all or any portion of the performance fee or may agree with a client to other changes to the performance fee by written agreement only.

In the event that the Adviser fails to achieve any net capital appreciation relative to the high water mark as defined above during the performance fee period, no performance fee would be due to the Adviser for that quarter of management. All performance fees will comply with

Section 205 of the Investment Advisers Act of 1940, Rule 205-3 there under, or similar state statutes, as applicable.

Performance Based Management Fee Example:

Client A is a qualified client who contracts Adviser for management of his/her portfolio. Assuming Client A has a $1,000,000 portfolio, the nominal advisory fee would be $7,000 annually (0.70%), charged in $1,750 quarterly increments. In the event that a Client retains Adviser after a quarter has already started, the Client's first quarter base advisory would be discounted on a pro-rata basis to account for the amount of time which has already expired in the quarter. For example, a Client which retains Adviser in the middle of the quarter would only pay one-half of the full quarterly based advisory fee. Using the same example portfolio described earlier, a Client who retains Adviser in the middle of a quarter would pay Adviser a base advisory fee of $875 (one-half of what would have been a $1,750 advisory fee for one-quarter of management at an annual rate of 0.70% on the Client's portfolio). The performance fee charged to Client A would be assessed after the nominal advisory fee has been factored into the clients return (i.e., deducted from the Client's return) and is payable only if and to the extent that the net capital appreciation of the clients account exceeds any net capital depreciation accumulated in prior quarters (as adjusted for withdrawals of capital). For example, suppose Client A has $1,000,000 under management with Adviser and achieves a 10% return for a full quarter of management, which equates to a $100,000 return. Also suppose that there was a 2% carry forward loss from a previous quarter. The Client would be charged the aforementioned base advisory fee of $1,750 for the quarter. Adviser's performance fee would be calculated as follows: the entire gain of $100,000 less a carry forward loss of $20,000 (i.e., the 2% carry forward loss mentioned earlier) equals $80,000 less the base advisory fee of $1,750 equals $78,250 multiplied by 20% equals a performance fee due to Adviser of $15,650. This would be in addition to the base advisory fee. Pro-rated performance fees would be charged during the first quarter of management.

Termination of Performance Fee Services

A Client may terminate this service 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 giving five (5) days written notice to the Adviser at Paisley Financial, LLC 13516 West 163rd Street, Homer Glen, Illinois 60491. In the event that the client terminates the managed account before the end of the quarter and there is a net return during the performance fee period, the client shall be billed performance fee on assets under management for all profits accrued during the performance period to termination date, as agreed upon in the Investment Advisory Agreement.

D. PENSION CONSULTING SERVICES

The Adviser's annual fees for pension consulting services provided under this Agreement shall be based on the market value of the assets under management and shall generally be calculated at .30% to 2% of the client's assets under management.

Pension Consulting Assets Under Management Fee Example:

Client A contracts the Adviser for Pension Consulting Services. If the Client is charged 1.00% on a $5,000,000 portfolio, it equates to a $50,000 annual consulting fee charged in $12,500 quarterly increments. In the event that a Client retains the Adviser after a quarter has already started, the Client's first quarterly consulting fee would be discounted on a pro-rata basis to account for the amount of time which has already expired in the quarter. For example, a Client which retains the Adviser in the middle of the quarter will only pay one-half of the full quarterly fee. Using the same example portfolio described earlier, a Client who retains the Adviser in the middle of a quarter would pay the Adviser a consulting fee of $6250 (one-half of what would have been a $12,500 consulting fee for one-quarter of management at an annual rate of 1.00% on a $5,000,000 portfolio).

The fee for pension consulting will be payable quarterly in advance. Fees will be automatically deducted from the account. Clients will be provided with a quarterly statement reflecting deduction of the consulting fee as well as an advance invoice from the Adviser (sent to the custodian simultaneously) detailing the amount and calculation of the consulting fee.

In addition to the Adviser's consulting fee, the Client may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the account which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

All pension consulting services shall be in compliance with the Investment Advisers Act of 1940, rules and regulations there under, and applicable State law(s) regulating the services provided by this Agreement. This section applies to an Account that is a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If the Account is part of a Plan and we accept appointments to provide the Adviser's services to such Account, the Adviser acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA (but only with respect to the provision of services described in section 1 of this agreement). Client represents that (i) the Adviser's appointment and services are consistent with the Plan documents, (ii) Client has furnished the Adviser true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain the Adviser. The Client further represents that he/she/it will promptly furnish the Adviser with any amendments to the Plan, and the Client agrees that, if any amendment affects the Adviser's rights or obligations, such amendment will be binding on the Adviser only with its prior written consent. If the Account contains only a part of the assets of the Plan, Client understand that the Adviser will have no responsibilities for the diversification of all the Plan's investments, and the Adviser will have no duty, responsibility or liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, Client will obtain and maintain at his/her/its expense bonding that satisfies this requirement and covers the Adviser and any of our affiliates.

Termination of Pension Consulting Services

A Client may terminate this service 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 giving five (5) days written notice to the Adviser at Paisley Financial, LLC 13516 West 163rd Street, Homer Glen, Illinois 60491. Upon written notice of termination, fees will be prorated for the number of days that services were rendered based on the Account's valuation as of the termination date. Any surplus will be returned to the client within 5 business days of cancellation.

E. GENERAL INFORMATION ABOUT ADVISORY FEES

The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client (15 U.S.C. §80b-5(a)(1)), except for the Performance Fees option for Accredited Investors.

Advice offered by the Adviser may involve investments in money market funds. Clients are hereby advised that all fees paid to the Adviser for investment advisory services are separate and distinct from the fees and expenses charged by money market funds (described in each fund's prospectus) to their shareholders. These fees may include, but are not limited to, a management fee, upfront sales charges, and other fund expenses. Further, there may be transaction charges involved with purchasing or selling of securities. The Adviser does not share in any portion of the brokerage fees/transaction charges imposed by the custodian holding the client funds or securities. The client should review all fees charged by money market funds, the Adviser, and others to fully understand the total amount of fees to be paid by the client.

The Adviser may utilize various firms for the execution of securities transactions and to custody assets. In certain cases, the Adviser may recommend that clients execute transactions through unaffiliated broker-dealers further described in Item 12(A) below. The Adviser does not earn any commissions from unaffiliated broker-dealers. In any event, Client is under no obligation to act upon the Adviser's recommendations and if the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through the Adviser, or any of the unaffiliated broker-dealers listed in Item 12(A) below.

6. PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT

The Adviser offers performance based fees to qualified clients. This is described above in Item 4(B)(iii) and 5(C) above.

7. TYPES OF CLIENTS

The Adviser offers investment advisory services to individuals, high-net worth individuals, banking or thrift institutions, pension and profit sharing plans, pooled investment vehicles, charitable organizations, corporations and other business entities as well as state municipal government entities. The Adviser does not have a minimum account size.

8. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

With respect to the Adviser's portfolio management services, the Adviser utilizes an individualized asset allocation method for each client account. When deciding on the asset allocation for a client's account, the Adviser studies various market indicators such as financial newspapers and magazines, research prepared by other advisers, company press releases, prospectuses, and other market related filings. After studying the market indicators the Adviser allocates assets among various securities such as, common stocks, bonds, options, mutual funds, non-traded REITs, Exchange Traded Funds, CDs, Municipal Securities, Treasuries, or Managed Futures.

B. INVESTMENT RISKS

All investments bear different types and degrees of risk and **investing in securities involves risk of loss that clients should be prepared to bear.** While we recommend various securities that are designed to provide appropriate investment diversification, some investments have significantly greater risks than others. Obtaining higher rates of return on investments entails accepting higher levels of risk. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. Clients need to ask questions about risks they do not understand. We would be pleased to discuss them.

We strive to render our best judgment on behalf of our clients. Still, we cannot assure or guarantee Clients that investments will be profitable or assure that no losses will occur in an investment portfolio. Past performance is an important consideration with respect to any investment or investment adviser but is not a reliable predictor of future performance. We continuously strive to provide outstanding long-term investment performance, but many economic and market variables beyond our control can affect the performance of an investment portfolio.

C. RECOMMENDED SECURITIES AND THEIR RISKS

The Adviser recommends several types of securities. They and their risks are as follows:

Certificates of Deposit ("CD")

Definition. A certificate of deposit is a short or medium term, interest-bearing, Federal Deposit Insurance Company ("FDIC") insured debt instrument offered by banks and savings and loan institutions. FDIC is the Federal Deposit Insurance Corporation, which is a federal agency that insures deposits of member banks and savings and loan institutions up to $250,000.

Lower yields. Because of the inherent safety and short-term nature of a CD, yields on CDs tend to be lower than other higher risk investments.

Interest Rate Fluctuation. Like all fixed income securities, CD prices are susceptible to fluctuations of interest rates. If interest rates rise, the market price of outstanding CDs will generally decline. However, since changes in interest rates will have the most effect on longer maturities, short-term CDs are generally less susceptible to interest rate movements.

Credit Risk. Since CDs are a debt instrument, there is credit risk associated with their purchase. This is the risk that an issuer of a bond could suffer an adverse change in financial condition that results in a payment default, security downgrade, or inability to meet a financial obligation. The insurance offered by the FDIC may help mitigate this risk.

Insolvency of the Issuer. In the event the Issuer approaches insolvency or becomes insolvent; the Issuer may be placed in regulatory conservatorship with the FDIC typically appointed the conservator. As with any deposits of a depository institution placed in conservatorship, the CDs of Issuer for which a conservator has been appointed may be paid off prior to maturity or transferred to another depository institution. If the CDs are transferred to another institution, the new institution may offer you a choice of retaining the CD at a lower interest rate or having the CD paid off.

Selling before maturity. CDs sold prior to maturity are subject to a concession and may be subject to a substantial gain or loss due to interest rate changes. The secondary market may also be limited. The market value of a CD in the secondary market may be influenced by a number of factors including, but not necessarily limited to, interest rates, provisions such as call or step features, and credit rating of the issuer.

Corporate and Governmental Bonds

Definition. A bond is a debt investment in which an investor loans a certain amount of money, for a certain amount of time, with a certain interest rate, to a company or the government. A corporate bond is a bond issued by a corporation. It is a bond that a corporation issues to raise money in order to expand its business. The term is usually applied to longer-term debt instruments, generally with a maturity date falling at least a year after their issue date. (The term "commercial paper" is sometimes used for instruments with a shorter maturity.) A government bond is a bond issued by a national government denominated in the country's own currency.

Interest rate risk. This is the risk that a rise in interest rates will cause the price of a fixed rate debt security to fall. Generally, a bond with a longer maturity or weighted average maturity of a bond, the greater the interest rate risk will be.

Credit risk. This is the risk that an issuer of a bond could suffer an adverse change in financial condition that results in a payment default, security downgrade, or inability to meet a financial obligation.

Liquidity risk. This is the risk that the Adviser may not be able to sell the bond in a timely manner at a desired price.

Prepayment risk and extension risk. Prepayment risk is the risk that the principal on a bond or any fixed income security with a call option may be prepaid at any time, which could reduce yield and market value. The rate of prepayments tends to increase as interest rates fall, which could cause the average maturity of the portfolio to shorten. Extension risk may result from a rise in interest rates, which tends to make bonds and other callable fixed income securities more volatile.

Equities (Stocks)

Definition. The equity or stock of a business entity represents the original capital paid into or invested in the business by its founders. It serves as a security for the creditors of a business since it cannot be withdrawn to the detriment of the creditors. Stock is distinct from the property and the assets of a business which may fluctuate in quantity and value.

Principal Risk. There is no guarantee that a stock will go up in value. A stock's price fluctuates, which means a client could lose money by investing in an equity security.

Risks of stock investing. Stocks generally fluctuate in value more than bonds and may decline significantly over short time periods. There is the chance that stock prices overall will decline because stock markets tend to move in cycles, with periods of rising prices and falling prices. The value of a stock may decline due to general weakness in the stock market or because of factors that affect a company or a particular industry.

Investment style risk. Different investment styles tend to shift in and out of favor, depending on market conditions and investor sentiment. Growth stocks tend to be more volatile than value stocks and their prices usually fluctuate more dramatically than the overall stock market. A stock with growth characteristics can have sharp price declines due to decreases in current or expected earnings and may lack dividends that can help cushion its share price in a declining market.

Exchange Traded Funds ("ETF")

Definition. An exchange-traded fund (ETF) is an investment fund traded on stock exchanges, much like stocks. An ETF holds assets such as stocks, commodities, or bonds and trades at approximately the same price as the net asset value of its underlying assets over the course of the trading day. Most ETFs track an index, such as the S&P 500.

ETF investments and have risks similar to stocks. There are risks involved with investing in ETFs including the risk of principal (i.e. possible loss of money). The share price may trade above or below the purchase price.

Market Risk. Since the ETF invests most or a substantial portion of its assets in stocks, it is subject to stock market risk. Market risk involves the possibility that the value of the ETF's investments in stocks will decline due to drops in the stock market. In general, the value of the ETF will move in the same direction as the overall stock market in which the ETF invests, which will vary from day to day in response to the activities of individual companies, as well as general market, regulatory, political and economic conditions.

Trading Risk. Although ETFs will be listed on the Exchange, there can be no assurance that an active or liquid trading market for them will develop or be maintained. In addition, trading in the ETF on the Exchange may be halted due to market conditions or for reasons that, in the view of the Exchange, make trading in the ETF inadvisable. Further, trading in the ETF on the Exchange is subject to trading halts caused by extraordinary market volatility pursuant to the Exchange "circuit breaker" rules. There can be no assurance that the requirements of the Exchange necessary to maintain the listing of the ETF will continue to be met or will remain unchanged.

Value Stock Risk. Value stocks are subject to the risk that their intrinsic value may never be realized by the market or that their prices may go down. While the ETF's investments in value stocks may limit its downside risk over time, the ETF may produce more modest gains than riskier stock funds as a trade-off for this potentially lower risk.

Managed Futures

***Definition*:** The term "managed futures" refers to an industry of professional money managers who are known as "commodity trading advisors" (CTAs). CTAs are required to register with the U.S. government's Commodity Futures Trading Commission (CFTC) before they can offer themselves to the public as money managers. CTAs generally manage their clients' assets using a proprietary trading system, or a discretionary method, that may involve going long or short in futures contracts in areas such as metals (gold, silver), grains (soybeans, corn, wheat), equity indexes (S&P futures, Dow futures, NASDAQ 100 futures), soft commodities (cotton, cocoa, coffee, sugar) as well as foreign currency and U.S government bond futures.

***Risks*:** An investment in a managed futures investment involves a high degree of risk, is speculative and volatile. An investor could lose all or a substantial part of his or her investment. There is no guarantee that an investment of this type will achieve its objectives. Managed futures funds' high fees and expenses offset trading profits and reduce returns. Managed futures investments involve the use of significant leverage that may increase the risk of investment loss. Managed futures are not subject to the same regulatory requirements as mutual funds. An investment in managed futures funds is illiquid. There is no secondary market for managed futures funds, and there are restrictions on transfer of managed futures funds. A substantial portion of the trades executed with respect to managed futures investments may take place on foreign exchanges. Managed futures investments may be considered as a potential component of a fully diversified investment portfolio. The Adviser considers managed futures investments suitable solely for the risk capital portion of a portfolio. If a managed futures fund does not perform in a manner that has a low correlation to the performance of traditional financial markets or does not perform successfully, investors will obtain no diversification benefits by investing in such fund. Investors via IRA accounts should be aware that managed futures investments may endure extended periods of losses, which should be of particular concern if such an investor maintains a high concentration of managed futures investments within such IRA accounts. The prospectus and/or offering documents for each managed futures investment offered by a CTA contains a comprehensive discussion of some of that investment’s features and risks, and must be reviewed carefully before making an investment decision.

Mutual Funds

Definition. A mutual fund is a professionally managed type of collective investment scheme that pools money from many investors and invests typically in investment securities (stocks, bonds, short-term money market instruments, other mutual funds, other securities, and/or commodities such as precious metals). The mutual fund will have a fund manager that trades (buys and sells) the fund's investments in accordance with the fund's investment objective.

Risks. Every type of investment, including mutual funds, involves risk. Risk refers to the possibility that you will lose money (both principal and any earnings) or fail to make money on an investment. A mutual fund's investment objective and its holdings are influential factors in determining how risky a fund is. Reading the prospectus will help a client to understand the risk associated with that particular fund.

Generally speaking, risk and potential return are related. This is the risk/return trade-off. Higher risks are usually taken with the expectation of higher returns at the cost of increased volatility. While a fund with higher risk has the potential for higher return, it also has the greater potential for losses or negative returns. The school of thought when investing in mutual funds suggests that the longer your investment time horizon is the less affected you should be by short-term volatility. Therefore, the shorter your investment time horizon, the more concerned you should be with short-term volatility and higher risk.

Different mutual fund categories have inherently different risk characteristics and should not be compared side by side. A bond fund with below-average risk, for example, should not be compared to a stock fund with below average risk. Even though both funds have low risk for their respective categories, stock funds overall have a higher risk/return potential than bond funds.

Of all the asset classes, cash investments (i.e. money markets) offer the greatest price stability but have yielded the lowest long-term returns. Bonds typically experience more short-term price swings, and in turn have generated higher long-term returns. However, stocks historically have been subject to the greatest short-term price fluctuations—and have provided the highest long-term returns.

Mutual funds face risks based on the investments they hold. For example, a bond fund faces interest rate risk and income risk. Bond values are inversely related to interest rates. If interest rates go up, bond values will go down and vice versa. Bond income is also affected by the change in interest rates. Bond yields are directly related to interest rates falling as interest rates fall and rising as interest rise. Income risk is greater for a short-term bond fund than for a long-term bond fund.

Similarly, a sector stock fund (which invests in a single industry, such as telecommunications) is at risk that its price will decline due to developments in its industry. A stock fund that invests across many industries is more sheltered from this risk defined as industry risk. Stock funds also have the same risks as described above under equities.

Non-Traded REITs

Definition: A real estate investment trust (REIT) is a corporation that combines the capital of many investors to acquire or provide financing for real estate. The real estate portfolio of a REIT is under professional management. A REIT generally does not pay corporate federal income tax, which means nearly all of its income can be distributed to stockholders. It also must pay distributions to the investors of at least 90 percent of its taxable income. A non-traded REIT means the shares or interests in the REIT are not traded on an exchange and there is typically a limited secondary market.

Risks:

- The price of shares is subjective and may not bear any relationship to what stockholders could receive if their shares were resold.
- Currently, there is no secondary market for many REIT shares and stockholders are limited in their ability to sell their shares through the REIT's share redemption program or their own ability to find a purchaser.
- REITs are subject to market risk and slow down. They do not have control over market and business conditions that may affect its success. External factors beyond its control may reduce the value of properties that it acquires, the ability of tenants to pay rent on a timely basis or at all, the amount of the rent to be paid and the ability of borrowers to make loan payments on time or at all. If tenants are unable to make lease payments or borrowers are unable to make loan payments as a result of any of these factors, cash available for distributions to our stockholders may be reduced.
- Multiple property leases or loans with individual tenants or borrowers increase a REIT's risks in the event that such tenants or borrowers become financially impaired. As a result, a default by, or the financial failure of, a tenant or borrower could cause more than one property to become vacant or be in default or more than one lease or loan to become non-

performing. Defaults or vacancies can reduce a REIT's cash receipts and funds available for distribution and could decrease the resale value of affected properties until they can be re-leased.

- Because REIT revenues are highly dependent on lease payments from its properties and interest payments from loans that it makes, defaults by its tenants or borrowers would reduce our cash available for the repayment of our outstanding debt and for distributions.

- REITS must be organized and operated, and intend to continue to be organized and to operate, in a manner that will enables them to qualify as a REIT for federal income tax purposes. No assurance can be given that a REIT qualifies or will continue to qualify as a REIT. If a REIT fails to qualify, it will be subject to federal income tax at regular corporate rates. Therefore, if a REIT fails to qualify, the funds available for distribution to stockholders would be reduced substantially for each of the years involved.

Options

Definition. Options are derivative securities, which mean they derive their value from that of an underlying instrument, such as a stock, stock index, interest rate or foreign currency. An option is a contract that establishes a price and time frame for the purchase or sale of a particular security. Two parties are involved in the contract: one party receives the right to exercise the contract to buy or sell the underlying security; the other is obligated to fulfill the terms of the contract.

Risks. Like other securities - including stocks, bonds, and mutual funds - options carry no guarantees, and a person must be aware that it is possible to lose all of the principal he/she invests, and sometimes more. As an option holder, a person risks the entire amount of the premium he/she paid pay. But as an options writer, a person takes on a much higher level of risk. For example, if a person writes an uncovered call, he/she faces unlimited potential loss, since there is no cap on how high a stock price can rise. However, since initial options investments usually requires less capital than equivalent stock positions, a potential cash losses as an options investor are usually smaller than if someone bought the underlying stock or sold the stock short. The exception to this general rule occurs when an option is used to provide leverage: Percentage returns are often high, but it is important to remember that percentage losses can be high as well.

Precious Metals

Definition – A classification of metals that are considered to be rare and/or have a high economic value. The higher relative values of these metals are driven by various factors including their rarity, uses in industrial processes and use as an investment commodity. Precious metals include, but are not limited to: gold, silver, platinum, iridium, rhodium and palladium.

Market Risk – General market risk is the risk that particular precious metal market will go down in value, including the possibility that the market will go down sharply and unpredictably. Several factors can influence market trends, such as economic developments, changes in interest rates, political changes, and catastrophic events. All investments are subject to general market risk.

Commodity risk – Precious metals can be considered commodities. Their value tends to be cyclical and can move dramatically in a short period of time. Also, new discoveries or changes in government regulations can affect the price of commodities.

Liquidity risk – This is the risk that the client or the Adviser may not be able to sell the precious metal in a timely manner at a desired price.

9. Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of the Adviser or the integrity of its management.

Paisley Financial, LLC and its representatives have no information applicable to this Item because they have never been the subject of any administrative, civil, criminal or regulatory proceedings.

10. Other Financial Industry Activities and Affiliations

A. Broker-Dealer Affiliations

The Adviser, its owners and investment adviser representatives are not affiliated with a broker-dealer. This section is not applicable.

B. Futures/Commodities Firm Affiliation

Mr. Paisley owns a Commodities Trading Advisor, US Derivatives. While this business is investment related, Mr. Paisley does not recommend it services to the Adviser's clients.

C. Other Industry Affiliations

The Adviser, its owners and investment adviser representatives have no other industry affiliations. This section is not applicable.

D. Selection and Monitoring of Third Party Investment Advisers

The Adviser does not select and monitor third party investment advisers. This section is not applicable.

11. Code of Ethics

A. Description

As these situations may represent a conflict of interest, the Adviser has established the following restrictions in order to ensure its fiduciary responsibilities:

- The Adviser emphasizes the unrestricted right of the client to specify investment objectives, guidelines, and/or conditions on the overall management of their account. The Adviser's standard investment process begins with reviewing applicable state statutes, investment policy, and permitted investment language provided by the client.
- Associated persons or their immediate family members shall not buy or sell securities for their personal portfolio(s) where their decision is derived in whole or in part, by reason of the associated person's employment, unless the information is also available to the investing public on reasonable inquiry. No associated person of the Adviser shall prefer his or her own interest to that of the advisory client.
- The Adviser, its associated persons or individuals associated with the Adviser may buy or sell – for their personal account(s) - investment products identical or opposite to those recommended to clients. It is the general policy of the Adviser that no person employed by the Adviser may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. On occasion, circumstances may arise where different trading programs or time horizons could have advisers (or individuals associated with the Adviser) assuming a trading position before or after the client(s), transaction that may or may not be the same or is counter to those of advisory accounts. All positions are reviewed in an effort to prevent such employees from benefiting from transactions placed on behalf of advisory accounts. Moreover, investment personnel may be subject to a blackout period from trading in such securities. The Adviser will always act in the client's best interest.
- The Adviser and its employees generally may not participate in private placements or initial public offerings (IPOs) without pre-clearance from the Adviser's Compliance Officer.
- The Adviser requires that all individuals must act in accordance with all applicable federal and State regulations governing registered investment advisory practices.
- Records will be maintained of all securities bought or sold by the Adviser, associated persons of the Adviser, and related entities. The Adviser's investment advisory representatives will review these records on a regular basis.
- Any individual not in observance of the above may be subject to termination.

In accordance with Section 204A-1 of the Investment Advisers Act of 1940 or similar State statutes, the Adviser also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by the Adviser or any person associated with the Adviser.

B. <u>Material Interest in Securities</u>

The Adviser, its owners and investment adviser representatives <u>do not</u> recommend the purchase or sale of securities in which they have a material financial interest.

C. Investing in the same Securities

The Adviser or individuals associated with the Adviser may buy or sell – for their personal account(s) - investment products identical or opposite to those recommended to clients. It is the general policy of the Adviser that no person employed by the Adviser may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. On occasion, circumstances may arise where different trading programs or time horizons could have advisers (or individuals associated with the Adviser) assuming a trading position before or after the client(s), transaction that may or may not be the same or is counter to those of advisory accounts. All positions are reviewed in an effort to prevent such employees from benefiting from transactions placed on behalf of advisory accounts. The Adviser will always act in the client's best interest.

D. Recommending the Same Securities

The Adviser or individuals associated with the Adviser may buy or sell – for their personal account(s) - investment products identical or opposite to those recommended to clients. It is the general policy of the Adviser that no person employed by the Adviser may purchase or sell any security prior to a transaction(s) being implemented for an advisory account. On occasion, circumstances may arise where different trading programs or time horizons could have advisers (or individuals associated with the Adviser) assuming a trading position before or after the client(s), transaction that may or may not be the same or is counter to those of advisory accounts. All positions are reviewed in an effort to prevent such employees from benefiting from transactions placed on behalf of advisory accounts. The Adviser will always act in the client's best interest.

12. Brokerage Practices

A. Recommendation Criteria

When the Adviser recommends brokers or custodians, it will seek broker dealers who offer competitive commissions costs together with reliable services. A Client's choice of another broker-dealer is acceptable if proven feasible.

The Adviser 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 and FINRA member. TD AMERITRADE offers to independent investment advisers, services which include custody of securities, trade execution, clearance and settlement of transactions. The Adviser receives some benefits from TD Ameritrade through its participation in the program. (Please see the disclosure under Item 14.A. Below).

The Adviser reasonably believes that in the case of managed accounts, TD Ameritrade, Inc.'s blend of execution services, commission and transaction costs as well as professionalism allows the Adviser to seek best execution and competitive prices. Additionally the Adviser believes that in case of financial plan recommendations being implemented, that TD Ameritrade, Inc.'s blend of execution services, commission and transaction costs as well as professionalism allows the

Adviser to recommend TD Ameritrade, Inc. for the establishment of a brokerage account. At all times, financial consulting clients are free to execute their plan recommendations through any broker-dealer without the assistance of the Adviser or its investment advisory representatives.

With the use of independent broker-dealers, a Client may incur a ticket charge or sales commission for the sale or purchase of securities. The Adviser does not receive any portion of the ticket charge or sales commission.

When referring clients to dealers, the Adviser will only refer clients to dealers registered in states where the clients reside.

Some Clients may direct us to a specific broker-dealer to execute securities transactions for their accounts. When so directed, we may not be able to effectively negotiate lower brokerage commissions or achieve best execution on Clients' transactions. This can result in substantially higher fees, charges or dealer concessions in one or more transactions for the Clients' account because the Adviser cannot negotiate favorable prices.

B. TRADE AGGREGATION

In the event of a block allotted order being filled at different prices the following will take place. The client with the higher account number will receive the higher filled price and the client with the lower valued account number will receive the lower filled price on all BUY orders. Conversely, the client with the higher valued account number will receive the higher filled price and the client with the lower valued account number will receive the lower filled price on all SELL orders.

13. REVIEW OF ACCOUNTS

A. PERIODIC REVIEWS

Anthony Krcmar, Managing Member and Chief Compliance Officer, reviews all accounts on at least a quarterly basis.

B. OTHER REVIEWS

Additional reviews are conducted periodically depending on market conditions, economic or political events, or by changes in a client's financial situation (such as retirement, termination of employment, physical move or inheritance).

C. REPORTS

Financial planning clients receive a written report at the end of the financial planning process. Portfolio Management and Performance Fee Clients receive at least quarterly statement from their custodian. The Adviser urges you to carefully review such statements. Clients may or may not receive additional reports from the Adviser.

14. CLIENT REFERRALS AND OTHER COMPENSATION

A. OTHER COMPENSATION

While the Adviser, and its associated persons, endeavor at all times to put the interest of the clients first as part of their fiduciary duty, clients should be aware that receipt of additional compensation in itself creates a potential conflict of interest.

As disclosed under Item 12.A. above, the Adviser participates in TD AMERITRADE's institutional customer program and the Adviser may require clients to maintain accounts with TD AMERITRADE/recommend TD AMERITRADE to clients. There is no direct link between the Adviser's participation in the program and the investment advice it gives to its Clients, although the Adviser 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 the Adviser 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 the Adviser by third party vendors.

TD AMERITRADE may also have paid for business consulting and professional services received by the Adviser's related persons and may also pay or reimburse expenses (including travel, lodging, meals [and entertainment] expenses) for the Adviser's personnel to attend conferences or meetings relating to the program or to TD AMERITRADE's Advisor custody and brokerage services generally. Some of the products and services made available by TD AMERITRADE through the program may benefit the Adviser but may not benefit its Client accounts. These products or services may assist the Adviser in managing and administering Client accounts, including accounts not maintained at TD AMERITRADE. Other services made available by TD AMERITRADE are intended to help the Adviser manage and further develop its business enterprise. The benefits received by the Adviser 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, the Adviser endeavors at all times to put the interests of its clients first. Clients should be advised, however, that the receipt of economic benefits by the Adviser or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Adviser's choice of TD AMERITRADE for custody and brokerage services.

B. CLIENT REFERRALS

The Adviser does not pay for Client referrals or use solicitors.

15. CUSTODY

All Client funds, securities and accounts are held at third-party custodians. The Adviser does not take possession of a client's securities. However, with respect to Portfolio Management and Performance Fee Services the Client will be asked to authorize the Adviser with the ability to deduct fees directly from the Client's account. This authorization will be to deduct the Adviser's management fee only. The Client's custodian shall also send a quarterly statement indicating the amount of fees withdrawn from the Client's Account.

Clients should receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains client's investment assets. The Adviser urges each Client to carefully review such statements.

16. INVESTMENT DISCRETION

In certain cases, the Adviser has obtained the written consent of clients to engage in discretionary trading of securities. Such discretion is limited to the authority to select securities to be bought or sold and/or the amount of securities to be bought or sold. The Adviser does not possess the authority without the client's consent to determine the broker or dealer to be used or the commission rates paid. In any event, the Adviser often suggests that clients execute trades through TD Ameritrade.

As mentioned previously, clients grant the Adviser discretionary authority over the selection and amount of securities to be bought and/or sold for their account without obtaining their prior consent or approval. The trading authority will allow the Adviser to take advantage of time-sensitive market conditions in securities, which are consistent with the client's prior stated investment objectives. However, the Adviser's investment authority may be subject to specified investment objectives, guidelines, and/or conditions imposed by the client. For example, a client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry.

Financial Consulting Services and Pension Consulting Services are nondiscretionary. A non-discretionary investment account means the Client retains full discretion to supervise, manage, and direct the assets of the account. The Client maintains full power and authority to purchase, sell, invest, reinvest, exchange, convert, and trade the assets in the Account in any manner deemed appropriate and to place all orders for the purchase and sale of Account assets with or through brokers, dealers, or issuers selected by the Client. The Client is free to manage the account with or without the recommendation of the Adviser and all with or without prior consultation with the Adviser.

17. Voting Client Securities

The Adviser does not vote Client proxies. However, money managers selected by the Adviser may vote proxies for Clients. Therefore, except in the event a money manager votes proxies, Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Client's investment assets. Therefore (except for proxies that may be voted by a money manager*)*, the Adviser and/or the Client shall instruct the Client's qualified custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets.

18. Financial Information

A. Balance Sheet

The Adviser does not require or solicit prepayment of more than $500 in fees per client, six months or more in advance. Therefore, this section is not applicable.

B. Financial Condition

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about the Adviser's financial condition. The Adviser has no financial commitment that impairs its ability to service its clients.

C. Bankruptcy

The Adviser, its owners and its investment adviser representatives have not been the subject of a bankruptcy proceeding.

19. Requirements for State-Registered Advisers

A. Executive Officers and Management

Anthony Krcmar

Born: 1964

Licensing: Series 3 – September 2008
Series 30 – April 2009
Series 65 – May 2009

Business Background:

Paisley Financial LLC – 2009 – Present

- Managing Member
- Investment Adviser Representative
- Chief Compliance Officer

KwikTrade - 2013 - Present

- Associated Person

Ravenscreek Pictures LLC – 2014 – Present

- Owner

Petersen Furniture International - 2014 - Present

- Investment Owner

US Derivatives – 2009 – 2011

- Operator

Project Leadership Associates – 2002 – April 2011

- Owner

Alaron Trading – 2007 – 2009

- Chief Technology Officer

Morgan Paisley

Born: 1973

Educational Background:

1996 – University of Southern Mississippi, Bachelor of Science

Licensing: Series 3 – May 1997

Business Background for the Last 5 years:

Paisley Financial LLC – 2009 – Present

- Member

US Derivatives – 2009 – Present

- Owner

KwikTrade – 2012 – Present

- Associated Person

Alaron Trading – 1997 – 2009

- Broker

B. OTHER BUSINESS ACTIVITY

Mr. Paisley owns US Derivatives, Commodity Trade Advisor. This business is investment related. Mr. Paisley spends approximately 5 hours a week.

Mr. Paisley is an AP for KwikTrade. This business is investment related. Mr. Paisley spends about 15 hours a week at this position.

Mr. Krcmar is an AP for KwikTrade. This business is investment related. Mr. Krcmar spends about 4 hours a week at this position.

Mr Krcmar is also a part owner of Petersen Furniture LLC in which he spends 0 hours per week at his position.

Mr. Krcmar is also part owner of Ravenscreek Pictures LLC in which is spends 0 business day hours at his position.

C. PERFORMANCE BASED COMPENSATION

As described and disclosed in Section 5 (Fees and Compensation), Mr. Krcmar receives performance based compensation from accounts within the Performance Fee Services. Please see Section 5 for complete details.

D. DISCIPLINARY HISTORY

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. No information is applicable to this Item.

E. ADDITIONAL RELATIONSHIPS WITH ISSUERS OF SECURITIES

Registered investment advisers are required to disclose all material facts regarding any relationship with an issuer of securities. The Adviser, its owners and its representatives do not have any relationship with an issuer of securities. Therefore, no information is applicable to this Item.