



Cover Page

**Asset Allocation Management Portfolios Wrap Fee Program Brochure  
Form ADV Part 2A, Appendix 1**

July 26, 2021

**ITEM 1 – COVER PAGE**

**This Wrap Fee Program Brochure provides information about the qualifications and business practices of Copper Financial Network, LLC ("CuFi" or "Copper Financial"). If you have any questions about the contents of this Brochure, please contact us at 913.905.3600. 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.**

**CuFi is a registered investment adviser with the SEC. Registration of an investment adviser does not imply any level of skill or training. Additional information about CuFi is also available on the SEC's website at [www.advisorinfo.sec.gov](http://www.advisorinfo.sec.gov).**

**Non-Deposit Investment Products offered through CuFi are not federally insured, are not guaranteed by or obligations of CuFi and may involve investment risk including possible loss of principal. More information about CuFi can be found at [cu.financial](http://cu.financial).**

## ITEM 2 - MATERIAL CHANGES

Copper Financial (“CuFi”, “we” or “us”) is required to discuss only material changes that have occurred since the last annual Wrap Fee Program Brochure update. Listed below are material changes since the Firm Brochure dated May 7, 2021:

### All Items

We changed our legal name from CommunityAmerica Financial Solutions, LLC to Copper Financial Network, LLC and will primarily conduct business under the name Copper Financial. No material changes in our business, ownership, or management have occurred. All references within the Firm Brochure have been updated to reflect our new name.

### Item 4

Added discussion of nominal referrals fees that may be paid to employees of program credit unions for making referrals to CuFi.

### Item 9

Added clarification that CuFi is an insurance agency in addition to a broker-dealer and registered investment adviser. CuFi may still make referrals to an affiliated insurance agency for clients to purchase insurance products not offered by CuFi.

Added information stating CuFi is not aware of any financial condition that is reasonably likely to impair our ability to meet our contractual commitments to clients and confirmed that CuFi has not been the subject of a bankruptcy petition during the previous ten years.

Other edits not deemed material may have been made during our review and update of this Wrap Fee Program Brochure dated July 26, 2021 to clarify existing information provided.

## ITEM 3 – TABLE OF CONTENTS

ITEM 1 – COVER PAGE.....	1
ITEM 2 - MATERIAL CHANGES.....	2
ITEM 3 – TABLE OF CONTENTS .....	3
ITEM 4 – SERVICES, FEES AND COMPENSATION.....	4
ITEM 5 – ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS.....	9
ITEM 6 – PORTFOLIO MANAGER SELECTION AND EVALUATION.....	10
ITEM 7 – CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS .....	15
ITEM 8 – CLIENT CONTACT WITH PORTFOLIO MANAGERS .....	15
ITEM 9 – ADDITIONAL INFORMATION .....	16

## ITEM 4 – SERVICES, FEES AND COMPENSATION

Copper Financial (referred to as “CuFi”, “we” or “us”) is a broker-dealer registered with the SEC and a member of FINRA and a federally registered investment adviser. We provide financial planning and investment advisory services through individuals registered with us as Investment Advisor Representatives (“Advisor”) consistent with your unique financial situation, tax status and risk/reward objectives.

We offer the following advisory programs: Financial Planning, referral to various Third-Party Manager Accounts (TPMA), and recommendations of model portfolios designed by third-party managers and managed by us (Asset Allocation Managed Portfolios). This Wrap Fee Program Brochure discusses the Asset Allocation Managed Portfolios (“AAMP”), a wrap fee program. Financial Planning and TPMA advisory services are discussed in our Firm Brochure available from your Advisor or at [cu.financial/disclosures](https://www.cu.financial/disclosures).

Copper Financial is a Missouri limited liability company and is a wholly owned subsidiary of CommunityAmerica CUSO One, LLC (“CUSO One”). CUSO One is wholly owned by CommunityAmerica Credit Union (“CACU”), a privately-held organization.

Our Advisors primarily work with members of credit unions. This includes members of CACU, our parent company, as well as members of credit unions with which we have entered into a bank networking agreement to provide investment services to their members (“program credit union”). See Item 9 for additional information.

### WORKING WITH YOUR ADVISOR

Your Advisor can offer both investment advisory services and products and brokerage services and products. There are important considerations when selecting the services and products best suited to your investment needs and goals.

**Advisory Relationship** – As a federally registered investment adviser, we and our Advisors are fiduciaries to you. This means that we and your Advisor must act solely in your best interest while providing investment advisory services and products. Generally, fees we charge for investment advisory services and products are either hourly or asset based as described in this Wrap Fee Program Brochure and our Firm Brochure.

**Brokerage Relationship** – As a broker-dealer, we and our financial professionals must ensure that the brokerage products and services we recommend are in your best interest based on your stated investment objective, risk tolerance, tax status and other personal financial information you provide. Generally, you will pay commissions to purchase and sell brokerage products.

### Factors to Consider When Deciding Between Investment Advisory and Brokerage Relationship:

#### Advisory Relationship

- Seek ongoing advice and monitoring on your account.
- Prefer to pay ongoing fees based on assets under management rather than based on the number of transactions.
- Seek a fiduciary relationship with an Advisor who must act in your best interest.
- Periodic portfolio rebalancing.

## Brokerage Relationship

- Seek advice only on individual transactions with no ongoing monitoring of your investments.
- Prefer commission-based compensation paid on a per transaction basis.
- Seek a relationship with a financial professional who must make recommendations in your best interest.

## ASSET ALLOCATION MANAGED PORTFOLIOS (AAMP)

AAMP is an asset allocation program that offers a selection of strategic asset allocation models from which to choose. AAMP models (“Models”) are created by certain third-party investment advisors (“Strategists”) and invest in three general categories of securities (“Underlying Investments”): Mutual Funds, Exchange-Traded Funds (ETFs), and individual stocks. Custom Models that include both stocks and mutual funds are available. Certain Models will include tax sensitive investments. If the assets in your AAMP account(s) constitute only a portion of your total assets, we will not be responsible for the proper diversification of those other assets.

The current approved list of approved Strategists and the type of Models they manage is:

<b><u>Strategist</u></b>	<b><u>Types of Models</u></b>
Brinker Capital Investments, Inc. ( <i>Brinker</i> )	<ul style="list-style-type: none"><li>• Mutual Fund</li></ul>
Clark Capital Management Group, Inc. ( <i>Clark</i> )	<ul style="list-style-type: none"><li>• Mutual Fund</li><li>• ETF</li></ul>
BlackRock, Inc. ( <i>BlackRock</i> )	<ul style="list-style-type: none"><li>• ETF</li></ul>
Morningstar Investment Services, Inc.* ( <i>Morningstar</i> )	<ul style="list-style-type: none"><li>• Mutual Fund</li><li>• ETF</li><li>• Stock</li><li>• Custom Stock/Fixed Income</li></ul>
Goldman Sachs Asset Management, L.P. * ( <i>Goldman Sachs</i> )	<ul style="list-style-type: none"><li>• ETF</li></ul>
Capital Research and Management Company ( <i>American Funds</i> )	<ul style="list-style-type: none"><li>• Mutual Fund</li></ul>

\*The ETF, Stock, and Custom Stock/Fixed Income models are assessed the strategist fee discussed in the AAMP Fee section below.

## FEES

You will pay us fees for the Advisory Services we offer in our AAMP program.

AAMP fees are negotiable with a maximum annual fee of 2.5% of assets under management in your AAMP account, including cash, money market, and bank sweep balances. Our asset-based fee is negotiable based upon a number of factors including the value of the assets you hold with us, your net worth, investable assets, income, current life stage, number and complexity of financial goals and the amount of time your Advisor anticipates they will spend with you to ensure your account is managed appropriately. The reasons for these variances include each client’s unique, holistic situation and geographic location, Portfolio costs and clearing and custody costs. Our asset-based fee may vary between unrelated clients who have similar financial and personal situations and between the clients of different Advisors.

The fee is deducted monthly from your AAMP account and is calculated based on the average daily balance of the assets under management in your account. A portion of this fee is shared with your Advisor. If there is not sufficient cash in an account to pay the AAMP fee, we may at our sole discretion sell shares of the Underlying Investments in amounts necessary to raise sufficient cash to pay the asset-based fee.

The asset-based fee is comprised of a program fee, an advisor fee, and in certain circumstances an additional strategist fee and is applied to cash balances held in AAMP accounts.

Account balances in multiple AAMP accounts in the same household will be aggregated for purposes of negotiating the applicable advisory fee rate.

Fees will begin accruing in your AAMP account on the first day we begin trading in your AAMP account. For accounts funded with cash, this is the first day purchase transactions occur in your account. For accounts funded with exchange-listed securities (such as stocks and ETFs), this is on the first day the exchange-listed securities you transfer into your account are sold and the Underlying Investments selected by the Strategists are purchased. For accounts funded with mutual funds or bonds, this is the day the mutual funds or bonds you transfer into your account are sold, which is the day before we purchase the Underlying Investments selected by the Strategists.

At the time your AAMP account is closed or the AAMP Agreement is terminated a final asset-based fee calculated as described above will be deducted by us. Your account will also be charged the account closing or transfer fees as described in our Brokerage Fee Schedule posted on our website.

Your Advisor will receive compensation for recommending the AAMP program to you, and this compensation may be more than your Advisor would receive if you paid separately for investment advice, brokerage, and other services. Your Advisor may have a financial incentive to recommend AAMP over other services we offer.

#### *Program Fee*

The program fee will cover, among other things, commissions, mark ups or mark downs incurred by effecting transactions in your account, clearing, custody and account related costs, Strategists costs, and ongoing monitoring of and changes to Portfolios.

The program fee is 0.15%. If your AAMP account was opened prior to July 1, 2020 it may have a lower program fee, which will increase to .15% if you change the Strategist, Model, or have any other change in your asset-based fee. At our sole discretion, we may waive the increase of the program fee due to any such changes.

#### *Strategist Fee*

The strategist fee compensates the Strategists for, among other things, constructing the Models, selecting the Underlying Investments that populate each Model, ongoing monitoring of the Models and communication with us regarding changes in allocations to the Underlying Investments.

Some Strategists offer their Models to us free of charge. These Strategists limit the Underlying Investments in their Models to Underlying Investments that they either manage themselves or are managed by an affiliate of the Strategist. These Underlying Investments are either Mutual Funds or ETFs, and the Strategist or an affiliate of the Strategist is compensated for managing the Mutual Funds or ETFs.

#### *Advisor Fee*

The advisor fee covers providing ongoing investment advice and management, attending meetings with you for account reviews and responding to your inquiries. The advisor fee is shared between us and your Advisor.

#### *Fees not Covered*

Our fees do not include or cover transfer taxes, fees and or taxes assessed by state and federal governments or agencies thereof, fees related to electronic funds transfers and wire transfers, and internal fees and expenses

charged by the Underlying Investments used in your account. The asset-based fee will be applied to cash balances held in AAMP accounts.

The asset-based fee does not cover the United States Securities Exchange Commission Section 31 fee (“SEC fee”) and the FINRA Trading Activity Fee (“TAF”). You will be charged the mandatory SEC fee on the trades executed in your account. This fee is set by the SEC and subject to change. As of the date of this Brochure the SEC fee per transaction is \$5.10 per million dollars. See the [SEC website](#) for additional information on the fee. The TAF is set by FINRA and subject to change. As of the date of this Brochure the TAF per transaction is \$0.000119 per share for each sale of a covered equity security, with a maximum charge of \$5.95 per trade. See the [FINRA website](#) for additional information on the fee.

## Other Fees

In addition to the advisory fees described above, you will also incur certain fees charged by mutual fund companies and exchange-traded funds which are disclosed in the applicable prospectus. Examples of these fees include deferred sales charges, administrative expenses, internal management fees and other service fees. For more information about these fees please read the summary or full prospectus for each mutual fund and the disclosure document for ETFs. We and your Advisor do not receive a portion of these fees.

You may be able to obtain similar advisory services and Underlying Investments separately for a lower fee through a brokerage account or an advisory account with another investment adviser. Several factors determine whether it will cost more or less to participate in one of our AAMP accounts or another brokerage or investment advisory account where you purchase advice and Underlying Investments separately, including size of your account, the types of Underlying Investments in which you invest, the level of trading activity in your account, and whether the Underlying Investments involve internal or other expenses in addition to an investment advisory fee. You should consider these and other differences when deciding whether to invest through an investment advisory or in a brokerage account. Nevertheless, cost is only one factor in determining which type of investment account is most appropriate. You should also consider your ability to access investment managers and Underlying Investments that are best suited to your personal and investment goals and risk tolerance.

**CuFi is affiliated with CACU. Employees of “CACU” may refer clients to CuFi to speak with an Advisor regarding the investment advisory services described in Item 4 above. Employees who make a referral to CuFi will receive a one-time payment of \$10 to \$50 regardless of whether a CuFi account is opened by the client referred by CACU. Similarly, employees of an unaffiliated program credit union may refer clients to CuFi to speak with an Advisor regarding the investment advisory services described in Item 4 above. Employees of program credit unions who make a referral to CuFi may receive a one-time nominal payment, generally paid by the program credit union, regardless of whether a CuFi account is opened by the referral.**

## CONFLICTS

We and our Advisors earn compensation based on the value of your account. This creates an incentive for us and our Advisors to recommend that you increase the assets in your account, as the more assets there are in your account, the more you will pay us in advisory fees. We supervise and monitor the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

We generate more revenue when a client invests in AAMP than we do when they invest in a Third-Party Managed Account (“TPMA”) described in our Firm Brochure. This creates an incentive for us and our Advisors to offer AAMP to our clients. The same Strategists and Models may be available in both AAMP and TPMA but we are able to charge clients reduced asset-based fees in AAMP because we are following the instructions from the Strategists of the trading in the Underlying Investments rather than the Strategists executing those trades themselves. In addition, we select the custodian for AAMP and have more control over the clearing and custodial fees charged to AAMP accounts. For certain clients, a TPMA account may be offered when their unique financial situation and needs cannot be met through a Model offered in AAMP. We supervise and monitor the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

Your Advisor’s compensation is tied to meeting sales targets as determined by the program credit union’s compensation plan. Firm-paid cash and non-cash compensation, incentives, contests, quotas, and bonuses for financial professionals are tied to factors including asset accumulation or growth, total sales, and appraisals or performance reviews. These arrangements can be tied to broker-dealer activity only, investment advisory activity only, or both. These arrangements incentivize your Advisor to encourage the purchase of additional investments in the account or product type that result in your Advisor meeting his or her sales targets. This conflict is especially acute as your Advisor approaches the deadline for meeting sales targets, which is typically at the end of the calendar year. We supervise and monitor the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

The amount of compensation we share with your Advisor depends on the investments recommended to you, your Advisor’s sales volume, and the compensation plan of the program credit union. The amount of commissions, fees, transaction-based payments, ongoing payments, and other forms of compensation we share with Advisors is dictated by a compensation grid used by the program credit union. Our compensation grid is not investment neutral, meaning that the percentage of the compensation for any given transaction that your financial professional receives varies based on the investment recommended. Our non-investment-neutral grid incentivizes your Advisor to recommend to you the investment that results in the highest net payout for your Advisor. Or, Advisors may be compensated differently on broker-dealer activity than they are on investment advisory activity, which creates an incentive to recommend one activity or product type over another. In addition, the compensation grid of a program credit union can have thresholds or bands that enable your Advisor to increase his or her compensation through an incremental increase in sales. Moreover, your Advisor’s payout percentage can be adjusted annually depending on your Advisor’s total sales and overall performance. These thresholds, bands and payout percentage adjustments incentivize your Advisor to encourage more trading and the purchase of additional investments that result in your Advisor meeting certain sales targets and other metrics. This conflict is especially acute as your Advisor approaches a sales threshold or the deadline for meeting sales targets, which is typically at the end of the calendar year. We supervise and monitor the recommendations made by our Advisors to reasonably ensure that such recommendations are in your best interest.

We do not have soft dollar arrangements nor do we receive any client referrals from broker dealers that we recommend.

We receive Payment for Order Flow (PFOF) for orders directed by us to our Clearing Firm. We route all orders eligible for PFOF to our Clearing Firm, including all orders in AAMP accounts, and we do not have any control or discretion over the handling of your orders after they have been routed to our Clearing Firm. Our Clearing Firm receives PFOF to the market makers, exchanges, and market centers to which it directs our orders in listed



securities. Our Clearing Firm shares with us a portion of this income. This PFOF to us incentivizes us to trade your AAMP account at a greater volume. This conflict is mitigated by the fact that our discretionary trading is limited to: 1) allocating your account to the Underlying Investments as of the date your account is first invested 2) rebalancing the Underlying Investments within the account based on changes due to additional investments by you, withdrawals by you, changes in the Underlying Investments as communicated to us by the Strategist, changes in the Model to which your account is managed as instructed by you, and drift in the allocation due to the relative changes in prices for the Underlying Investments, and 3) selling positions to close our account. Please refer to the order routing disclosure on our website at <http://cu.financial/disclosures> for additional information.

## ITEM 5 – ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

### REQUIREMENTS TO MAINTAIN AN ACCOUNT

Our AAMP accounts have minimum initial investments. The minimum initial investment varies depending on the type of Underlying Investments within the Models and / or Strategist you select. At our sole discretion we can waive account minimum requirements.

The account minimums are as follows:

<b><u>Model Underlying Investments</u></b>	<b><u>Minimum Initial Investment</u></b>
Mutual Fund Only Model <i>Morningstar, Brinker, American Funds</i>	\$5,000
ETF Model <i>BlackRock, Clark, Goldman Sachs</i>	\$10,000
ETF Model <i>Morningstar</i>	\$25,000
Stock Model <i>Morningstar (excluding All Cap Equity Model)</i>	\$50,000
Stock Model <i>Morningstar – All Cap Equity Model</i>	\$75,000
Custom Stock/Fixed Income Model <i>Morningstar</i>	\$100,000

As noted in Item 6, below, we reserve the right to terminate your AAMP agreement if your account balance falls below the relevant minimum investments listed in the chart above.

### TYPES OF CLIENTS

We provide investment advisory services to individuals, entities, charitable institutions, foundations, endowments, and trusts. and will accept new advisory clients who meet the minimum initial investment amounts described above.

## ITEM 6 – PORTFOLIO MANAGER SELECTION AND EVALUATION

### STRATEGIST SELECTION

We retain third-party investment managers to serve as Strategists to create the Models available in AAMP. We reserve the right to add or remove available Strategists at our sole discretion. We select Strategists that offer diversified portfolios that feature a variety of asset classes and asset allocation models with the goal of providing multiple options of available Models you can select to help you try and meet your financial goals. The list of approved Strategists is included in Section 4 above.

Strategists are solely responsible for selecting the Underlying Investments for each Model. Strategists will provide ongoing monitoring of the Models and the Underlying Investments included in the Models. Strategists will communicate any changes in Model allocations to us. This is done to ensure that each Underlying Investment selected for a Model has an investment objective that remains consistent with the assigned asset allocation within each Model to which it is allocated. This process will result in periodic changes to the Models and Underlying Investments. These periodic changes may cause a taxable event.

### RELATED PERSON STRATEGISTS

Neither we nor any of our Advisors are affiliated or related persons to any of the Strategists we offer through AAMP. However, we act as the Portfolio Manager for the Models offered by us in AAMP. We rely on the Strategists to provide us with the allocations of the various Models we offer in AAMP.

### PORTFOLIO MANAGEMENT

Strategists are solely responsible for selecting the Underlying Investments for each Model. You will grant to us discretionary authority to buy and sell Underlying Investments in your AAMP Portfolio(s) based on the Models provided by the Strategists without first consulting you. Our discretionary authority includes the authority to determine the amount to be bought or sold without obtaining your prior consent and the timing of the transactions. This discretionary authority does not include withdrawing funds or securities from your account(s). Discretionary authority is granted only by you and must be in writing.

We retain the Program Fee discussed in Item 4, above, to compensate us for services we provide for AAMP accounts.

### Opening, Maintaining, and Terminating your AAMP Account

#### *Opening your AAMP Account*

You will complete a client agreement (“AAMP Agreement”) and investment proposal (“IP”) to establish an AAMP account. This process will determine, among other things, your investment objective, risk tolerance and time horizon (your “Investment Profile”). Using the data from your IP you and your Advisor will select a Model for your AAMP account.

We custody all Underlying Investments in AAMP accounts with our clearing firm (Clearing Firm):

Apex Clearing Corporation  
350 North St. Paul Street  
Suite 1300

Dallas, TX 75201

You will receive quarterly statements and possibly other reports from our Clearing Firm for each of your AAMP accounts. We urge you to carefully review each statement and report and alert your Advisor promptly if there are any discrepancies or errors. Additionally, you are reminded to make all checks and securities payable/endorsed to the Clearing Firm, and not to us or your Advisor.

#### *Funding your AAMP Account*

You may fund your AAMP account with cash or securities acceptable to us in our sole discretion. Securities used to fund your AAMP account will likely be sold to purchase Underlying Investments. This may cause a taxable event. If your account is funded by a transfer of an account from another financial institution, there may be a period during the transfer process that your transferring account is not invested in the market. If your account is funded by a check, our Clearing Firm may place a hold on the funds at their discretion which could lead to a delay in investing.

As part of the account opening process, you will tell us the approximate value of the cash or securities you expect to place in your AAMP account. We will monitor transfers into AAMP accounts and use our discretion to determine when to begin allocating your account to the Underlying Investments of the Strategists. Generally, we will not allocate your account into the Underlying Investments until a significant portion of the expected initial investment has been received by us or you or your Advisor inform us that the Clearing Firm has received all of the funds and securities you wish to invest in your AAMP account. We will allocate your account into the Underlying Investments on the next business day after the initial investment is received or a significant portion of the expected initial investment has been received if all required agreements have been properly executed. Subsequent investments into an existing account will also be allocated the next business day after the funds are received in your account. If your account is funded but we have not received properly executed agreements your account will not be invested in the market. Once the properly executed agreements, including agreements for a Strategist or Model change, are received in our home office we make reasonable efforts to allocate your account to the Underlying Investments the same business day. Depending on the timing of the receipt of the properly executed agreements it may not be possible to allocate to the Underlying Investments until the next business day due to market cut-off trading times and the time required for us to identify and enter the necessary trades.

There may be occasions where our Clearing Firm does not receive updated daily prices for mutual funds from the mutual fund companies sponsoring those products by the daily processing time cutoff. If there are trades in the AAMP account for mutual funds where the daily pricing is delayed, this can lead to a delay in settling trades and could result in a delay in processing a withdrawal from your AAMP account.

#### *Withdrawing from Your AAMP Account*

Requests for withdrawals will take multiple business days to process. On the first business day we will sell a portion of the Underlying Investments in your account to fund the withdrawal request. After all trades settle (usually within two business days after the Underlying Investments in your account are sold) then the funds will be distributed from your account and sent to you in the method you request. We will use reasonable efforts to process a withdrawal request the same day the instructions are received. Depending on the timing of when your withdrawal request is received it may not be possible to enter the sell trades and re-allocate the Underlying Investments until the next business day due to market cut-off trading times and the time necessary for us to identify and enter the necessary trades.

### *Systematic Contributions and Withdrawals*

You may setup a systematic contribution to or withdrawal from your AAMP account. For systematic contributions, we will invest the funds received in the Underlying Investments on the first day funds are available to trade, which can vary depending on the source of funds as described above, but is typically the day after the funds are received in your account. For systematic withdrawals, we will sell Underlying Investments at an appropriate time at our discretion before the withdrawal occurs to ensure the funds are available on the date the withdrawal is scheduled. When making sell transactions, we will strive to maintain the Underlying Investments in the same proportion as your selected Model provided by the Strategist, to the extent possible. We do not consider the unrealized gains or losses when making these sells, which may result in adverse tax consequences for you if your AAMP account is taxable (also known as non-qualified).

### *Trading and Rebalancing*

At account opening and when rebalancing we will allocate your account to the Underlying Investments in the proportions identified by the Strategists to the extent possible. The allocation of the Underlying Investments in your account may not exactly match the proportions identified by the Strategist due to various factors, including the balance of your account and the price of the Underlying Investments. Differences between the allocations provided by the Strategists and how we allocate your account, if any, should be minimal but could affect performance in your account.

Strategists will periodically make changes to the Underlying Investments that cause the Model to deviate or drift from its original target allocation. This may also occur as a result of changes in the market value of the Underlying Investments. We have developed parameters to determine whether or not rebalancing of your account is appropriate. By opening an AAMP account you will give us discretion to rebalance your AAMP account at any time to return it to its original or new model allocation and to buy and sell Underlying Investments to implement any changes made by Strategists, as communicated by Strategists from time to time. Additions to or withdrawals from an AAMP account may also lead to rebalancing. Frequent withdrawals may have an adverse impact on achieving your investment goals and objectives. Rebalancing may cause taxable events. You may not impose investment restrictions on the Underlying Investments selected by the Strategists in your AAMP account(s).

From time to time we or the Strategists may discontinue a Model. In the event that we chose to discontinue offering a Model or are required by a Strategist to discontinue the use of a Model, we will use the discretion you grant us to select a Model we believe is suitable for you based on your Investment Profile known to us at the time your account Model is changed. Any change in the fee for your AAMP account will only be processed with your affirmative consent.

### *Moving to Cash*

If you decide that you would like to sell all of the Underlying Investments in your AAMP account and no longer invest in the Model previously selected and invest your account in the default “cash” option, we will cease billing as of the days of the sell transactions. If you later decide you would like to repurchase Underlying Investments in the original or new Model from the same or a different Strategist, we will require a new AAMP Agreement and may, at our sole discretion, require that you and your Advisor complete a new IP. If your account is moved to “cash,” we may, at our sole discretion, terminate your AAMP account and distribute the funds to you.

### *Unbilled Assets*

As an accommodation to you, we may at our sole discretion hold securities or other assets you own in your AAMP account that are not part of the Underlying Investments selected by the Strategists. These holdings, referred to as “Unbilled Assets”, are not part of the AAMP program and will be excluded from the advisory fee for your AAMP account. We, your Advisor, and the Strategists do not provide any opinion as to the advisability

of holding any Unbilled Assets we may agree to hold in your AAMP account. If you decide to sell an Unbilled Asset, normal brokerage commissions will apply. In addition, unless you instruct us otherwise, the proceeds from the sale of any Unbilled Assets will no longer be considered Unbilled Assets and will be allocated to the Underlying Investments selected by the Strategists.

You will also incur certain fees charged by mutual fund companies and exchange-traded funds on positions held as Unbilled Assets in your account. These fees are disclosed in the applicable prospectus. Examples of these fees include deferred sales charges, administrative expenses, internal management fees and other service fees. For more information about these fees please read the summary or full prospectus for each mutual fund and the disclosure document for ETFs. We and your Advisor receive a portion of these fees.

#### *Trade Errors*

We have a trade error procedure to resolve trading errors that may occur in AAMP accounts. Corrections are reviewed and approved by our operations personnel. Corrections will be processed, to the extent the markets are open, in a timely manner in an attempt to ensure no material financial harm to you. Gains on trade error corrections will typically be offset by losses in our trading account, if any.

#### *Terminating your AAMP Account*

You may close your AAMP account or terminate your AAMP Agreement without penalty at any time by delivering written notice to us. If you wish to terminate your AAMP agreement we may require you to transfer your holdings to a new or existing non-advisory account with our Clearing Firm. We also reserve the right to close your AAMP account or terminate your AAMP Agreement at any time, including, but limited to, instances in which we believe that the rendering of our advisory services is no longer appropriate for you, if your account balance falls below the relevant minimum investment discussed in Item 5 (above), if we determine your account is abandoned, or if you change your mailing or physical address to a non-U.S. address. In the event of your death, we will cease billing and stop rebalancing your account as of the date when we are notified.

#### **Electronic Delivery**

To participate in the AAMP program, you are required to agree 1) to accept all correspondence from us or the account custodian, including confirmations, account statements, tax statements, prospectus deliveries, performance reports\* and required regulatory notices and disclosures by electronic mail and / or through our internet web site and 2) that we will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and / or correspondence to your last email address in our records or upon advising you by email that such document is available on our client portal.

\*Performance reports are provided both electronically via posting to our client portal and also sent in paper form via the mail, received electronically or both. You select the delivery method of performance reports at the time the AAMP Agreement is completed. After your account is established to opt out of either paper or electronic copies of performance reports you must provide a written request to your Advisor. You cannot opt out of all performance report delivery; one method must be selected. Performance report delivery elections will apply to all AAMP accounts owned by your Household. If you change your performance report delivery election on one account, it will be applied to each AAMP account owned by your Household.

**Note: Failure to fund an AAMP account within 120 days of executing a client agreement may result in the termination by us of your client agreement and the closure of your AAMP account(s).**

We reserve the right to decline to enter into an Advisory Relationship with you or open an advisory account for you at our sole discretion.

### **Performance-Based Fees**

We do not charge any performance-based fees (fees based on a share of capital gains on, or capital appreciation of, the assets of a client).

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

AAMP Models are developed for us by various Strategists and will be used to implement an asset allocation strategy. Asset allocation is one investment style that may assist you in ensuring that you have an appropriate mix of Underlying Investments to achieve positive investment results based on your financial and personal objectives, time horizon, and risk tolerance. Of course, there is no certainty that any investment strategy, including asset allocation, will be successful in achieving your investment objectives. Your investment principal will fluctuate with the financial markets and the value of your Underlying Investments. Therefore, your Underlying Investments may be worth more or less than you originally paid for them at the time you decide to sell or redeem them.

The future performance of any specific Underlying Investment or investment strategy is not guaranteed and you may lose money. Investing in any class of Underlying Investments (including mutual funds, ETFs and individual stocks) involves the risk of loss. Different types of Underlying Investments have varying degrees of risk. You must be prepared to experience loss of value in your Underlying Investments in your AAMP Portfolio(s), including the loss of your original principal.

Neither we nor your Advisor represent, guarantee, or even imply that our investment advisory services related to AAMP:

- can or will accurately predict future financial results;
- successfully identify market tops or bottoms;
- insulate your Underlying Investments from losses due to market corrections or declines.

There are certain additional risks that you should consider when investing in an AAMP Portfolio(s) including, but not limited to:

- **Risk of Owning Individual Stocks.** Individual stocks are susceptible to general market fluctuations and to volatile increases and decreased in value as market confidence in and perceptions of their issuers change.
- **ETF and Mutual Fund Risk.** Owning ETFs and mutual funds involves certain investment management and operating expenses, which are shared on a pro rata basis by all owners of these Underlying Investments. The risk of owning an ETF or mutual fund is directly proportional to the risk of the Underlying Investments held by them. You may incur brokerage costs when purchasing and selling ETFs. Leveraged and inverse ETFs are not appropriate for many investors due to their unique characteristics and market risks. Although leveraged and inverse ETFs can be a useful investment tool for some investors and in limited circumstances, it is extremely important for you to understand that holding these ETFs longer than one day may result in significant losses. CuFi does not have any control over the holdings within the mutual funds or ETFs held in your AAMP account.

- **Asset Allocation and Monitoring.** Strategists have agreed to provide us from time to time any updates or changes they make to the models they provide, including changes to asset allocation and underlying investment selection. We will, on a discretionary basis without consulting you in advance, determine whether, in what manner, and when to implement a Strategist's recommended changes. Our failure to implement your Strategist's changes in a timely manner or at all may result in losses in the value of your AAMP Portfolio(s). Also, there is no assurance that the performance of your AAMP Portfolio will track that of any benchmark or index, including those that may be used in AAMP marketing materials.
- **General Risks of Investing.** All Underlying Investments and investment strategies involve risk, the degree of which may vary significantly. Investment performance can never be predicted or guaranteed, and the value of your Underlying Investments will fluctuate due to market conditions and other factors. Investments made and the actions taken by us with respect to the Underlying Investments your AAMP Portfolio(s) will be subject to various market, liquidity, economic and political risks that we and you cannot control. You should review the offering materials and other disclosures available for each of your Underlying Investments to obtain an accurate appreciation for their associated risks and fees.

### **Voting Client Securities**

Neither we nor your Advisor vote proxies for Underlying Investments held in either AAMP accounts or securities held in AAMP accounts. You retain the responsibility for receiving and voting proxies. You will from time to time receive proxy solicitations from the custodian and/or transfer agent of your Underlying Investments. You should contact the person identified in the proxy materials with any questions about a particular proxy solicitation.

## **ITEM 7 – CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS**

We collect information from you, including nonpublic personal information, about you and your current financial situation, your current securities and other financial holdings, information about your financial goals, investment objectives, risk tolerance, time horizon, and tax status, and other relevant information related to your account. This information is used to establish an account at our Clearing Firm and to prepare an individualized IP and for our Advisor to recommend an appropriate Strategist and Model.

We disclose information about your account to Strategists to service our business relationship with you.

## **ITEM 8 – CLIENT CONTACT WITH PORTFOLIO MANAGERS**

The primary point of contact for you with respect to your accounts is your Advisor. You are free to contact your Advisor to discuss your account at any time.

There are no restrictions for you to directly contact the Strategists. However, the Strategists will have no information about your holdings in your AAMP account. Any information about you the Strategists have will be based on the information we or your Advisor may have provided to them as discussed in Item 7 above. If you have questions for a Strategist it is recommended you contact your Advisor to discuss.

## ITEM 9 – ADDITIONAL INFORMATION

### Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our investment advisory activities.

We have no applicable information to disclose.

### Other Financial Industry Activities and Affiliations

We are dually registered as a broker-dealer and federally registered investment adviser. We are also a licensed insurance agency offering life insurance and annuities. These are our primary businesses. We are a wholly-owned subsidiary of CACU, an entity qualified to sell NCUA regulated products in certain counties in Kansas and Missouri. We are a wholly-owned subsidiary of CUSO One. We may also make referrals for clients to purchase insurance products through CommunityAmerica Insurance Agency (“CAIA”), which is a related entity owned by CUSO One.

We also offer Trust Services through an arrangement with National Advisors Trust Company (NATC) under the marketing name CommunityAmerica Trust Services. NATC is a Federal Savings Bank. If you enter into a Trust Service arrangement with us and NATC, we or NATC may act as trustee with respect to your investment accounts while NATC may act as trustee and for other assets in any trust. and NATC will provide record keeping and other ancillary services as trustee.

As noted in Item 4, we enter into bank networking agreements with unaffiliated program credit unions to offer broker-dealer and registered investment adviser services to their credit union members. Pursuant to the networking agreement with the credit union, and to the extent permitted by law, we share a portion of the AAMP fees we receive with the credit union. Advisors who serve program credit unions may be registered with us as a broker-dealer representative only or registered with us as both a broker-dealer representative and investment advisor representative. Advisors working with program credit unions are permitted to offer the Financial Planning Services discussed in the Firm Brochure and AAMP Portfolios discussed in this Wrap Fee Program Brochure. Program credit unions are discouraged from offering TPMA services discussed in the Firm Brochure and require approval from CuFi to offer those accounts to a client.

Your Advisor is registered with our broker-dealer, investment adviser and insurance agency. In this capacity, your Advisor will receive compensation from advising clients to establish brokerage, financial planning, investment advisory, and relationships with us. Your Advisor may also make referrals to CAIA and receive compensation for insurance products sold through CAIA.

### Code of Ethics, Participation or interest in Client Transactions and Personal Trading

We place significant value on ethical conduct for all advisory business. In addition to our obligation to comply with the federal securities laws, we have established a standard of business conduct required of all our personnel in our Code of Ethics. Our Code of Ethics is designed to protect clients by deterring misconduct and preventing fraud by reinforcing fiduciary principles that must govern the conduct of our personnel. An Adviser, as a fiduciary to its clients, is responsible for providing professional, continuous, and unbiased investment advice. Fiduciaries owe their clients a duty of honesty, good faith, and fair dealing. In order to ensure that our



Advisors and employees strictly adhere to the highest standard of conduct and integrity in conducting business on behalf of our clients, we require all personnel to sign our Code of Ethics.

In addition, the Code of Ethics governs personal trading by all personnel and is intended to ensure that personal securities transactions effected by personnel are conducted in a manner that avoids any actual or potential conflict of interest between personnel and clients of us or our affiliates. We collect and maintain records of securities holdings and securities transactions effected by our personnel. These records are reviewed to identify and resolve potential conflicts of interest. We will furnish a copy of our Code of Ethics to you upon request. You may contact your Advisor at their office number or our home office at 913.905.3600.

## **Review of Accounts**

New AAMP accounts are reviewed and approved by a Supervisory Principal associated with CuFi. You and your Advisor should meet at least annually to discuss whether or not to change an AAMP portfolio or any of its Underlying Investments. Annual reviews and attempts to schedule annual reviews are documented and retained by us. Your Advisor must obtain your written permission to change or terminate an AAMP portfolio.

You will receive from qualified custodians, including our Clearing Firm, at a minimum, quarterly account statements describing positions and activity in your AAMP accounts. For any month there is activity in the account, you will receive a statement detailing that month's activity. We (not your Advisor) provide written performance reports and consolidated statements no less than quarterly for AAMP accounts. We urge you to carefully review these performance reports and consolidated statements and alert us and your Advisor promptly if there are any discrepancies or errors. Consolidated statements are provided for informational purposes and as a courtesy to our clients. We have an agreement with a third-party technology vendor to implement and host the consolidated statement and performance reporting platform. That vendor is not affiliated with us. We believe the data provided on consolidated statements is reliable but the accuracy and completeness of the information is not guaranteed and has not been verified by us. The data in the consolidated statement is a compilation of information from various financial sources (for example, our Clearing Firm). In the event of any discrepancy, the statement you receive directly from the companies maintaining your account(s) are the official records of your holdings and the valuations on those statements shall prevail.

## **CLIENT REFERRALS AND OTHER COMPENSATION**

In addition to the fees discussed in Item 4, above, we receive compensation from certain Strategists for ongoing marketing and sales support activities including, but not limited to, training, educational meetings, due diligence reviews, and day-to-day marketing and/or promotional activities. Not all Managers pay such compensation. This compensation may be paid to CuFi directly or paid to CuFi or a vendor on behalf of our Advisor. These payments are not made directly to an Advisor, but the Advisor may benefit by not having to pay for these services themselves. This is a conflict of interest as it will result in CuFi providing the AAMP Strategists that provide us this additional compensation with increased access to our Advisors. This additional access to Advisors and the additional financial support paid on behalf of an Advisor could create a conflict of interest for the Advisor and cause the Advisor to recommend an AAMP Strategist to you that has this additional access and/or provides financial support on the Advisor's behalf over an AAMP Strategist that does not have additional access to the Advisor or provide financial support on their behalf.

We permit our Advisors to accept small gifts from AAMP Strategists. This creates a conflict for the Advisors to recommend services of these Strategists. We mitigate this conflict by prohibiting gifts of cash or cash-equivalents and limiting the value of the gifts to no more than \$100 per year from any one Strategist.

We participate in a revenue sharing program with our clearing broker-dealer, Apex Clearing, based on the dollar amount of cash held in your AAMP account at Apex clearing. We collect this revenue as soon as cash is invested in your AAMP account regardless of when your account is allocated to the Underlying Investments. This represents a conflict of interest as we receive revenue from the cash held in your AAMP both through this revenue sharing arrangement as well as from the asset-based management fee, which includes the value of the cash held in your account. We mitigate this conflict by following the recommended allocations of the Strategists and following our established parameters to rebalance your AAMP account based on any changes recommended by the Strategists or changes in the market value of the Underlying Investments held in your account (See Item 6 for additional information). We also monitor for new AAMP accounts that are not yet fully funded and reserve the right to close those accounts if they are not funded within 120 days.

## **FINANCIAL INFORMATION**

CuFi is not aware of any financial condition that is reasonably likely to impair its ability to meet our contractual commitments to clients. CuFi has also not been the subject of a bankruptcy petition at any time during the previous ten years.