

CIBC Private Wealth Advisors, Inc.

Investment Advisor Disclosure Statement

June 2018

This brochure provides information about the qualifications and business practices CIBC Private Wealth Advisors, Inc. If you have any questions about the contents of this brochure, please contact us at (312) 368-7700. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

Additional information about CIBC Private Wealth Advisors, Inc. is available on the SEC's website at www.adviserinfo.sec.gov

Atlanta Austin Baltimore Boston Chicago
Denver Dallas Houston New York Newport Beach
San Francisco St. Simon Island Washington D.C.
West Palm Beach Wilmington

One South Wacker Drive
Chicago, IL 60606-4649

Tel. 312 368 7700
www.cibc.com/private-wealth

Item 2: Material Changes

On June 25, 2018, AT Investment Advisers, Inc. was rebranded as CIBC Private Wealth Advisors, Inc. (referred to as “we”, “us” and “our”). This change was made as part of a larger integration of all aspects of the US private wealth business of the Canadian Imperial Bank of Commerce. Our immediate parent was rebranded from Atlantic Trust Group, LLC to CIBC Private Wealth Group, LLC. In addition our financial affiliates Atlantic Trust Company, N.A. and Atlantic Trust Company of Delaware are now CIBC National Trust Company and CIBC Delaware Trust Company respectively.



Item 3: Table of Contents

Item 2: Material Changes	2
Item 3: Table of Contents.....	3
Item 4: Advisory Business.....	5
Item 4A – Advisory Firm Description.....	5
Item 4B – Types of Advisory Services Offered	5
Item 4C – Tailoring of Advisory Services.....	5
Item 4D – Wrap Fee Programs	5
Item 4E – Assets Under Management	5
Item 5: Fees and Compensation	6
Item 5A – Advisory Fees.....	6
Item 5B – Billing of Fees	7
Item 5C – Other Fees Incurred	7
Item 5 D – Payment of Fees	22
Item 5E – Compensation for the Sale of Certain Securities	22
Item 6: Performance-Based Fees and Side-By-Side Management	23
Item 7: Types of Clients.....	23
Item 8: Methods of Analysis, Investment Strategies and Risk of Loss.....	24
Item 8A – Investment Strategies	24
Item 8B – Material Risks	25
Item 8C – Security Specific Risks.....	26
Item 9: Disciplinary Information.....	26
Item 9A – Criminal or Civil Actions	26
Item 9B – Regulatory Proceedings	26
Item 9C – Self Regulatory Organization Proceedings.....	26
Item 10: Other Financial Industry Activities and Affiliations.....	26
Item 10A – Broker-Dealer Registrations	26
Item 10B – Commodities & Futures Registrations	26
Item 10C – Related Entities & Conflicts of Interest.....	26
Item 10D – Other Business Relationships & Conflicts of Interest	28
Item 11: Code of Ethics, Participation or Interest in Client Transactions & Personal Trading.....	28
Item 11A – Code of Ethics Description	28
Item 11B – Investment Conflicts of Interest	28
Item 11C – Personal Investments in Similar Securities	29
Item 11D – Personal Investments by Adviser Employees	29



Item 12: Brokerage Practices	29
Item 12A – Selecting Broker-Dealers	29
Item 12B – Aggregation of Client Orders	37
Item 13: Review of Accounts.....	38
Item 13A – Periodic Review of Client Accounts.....	38
Item 13B – Other Reviews of Client Accounts	38
Item 13C – Client Account Reporting	39
Item 14: Client Referrals and Other Compensation.....	39
Item 14A – Compensation Received from Third Parties	39
Item 14B – Compensation to Third Party Service Providers.....	39
Item 14C – Client Referrals	39
Item 15: Custody	39
Item 16: Investment Discretion.....	40
Item 17: Voting Client Securities.....	40
Item 17A – Voting Policies & Procedures.....	40
Item 17B – Proxy Voting Authority.....	41
Item 18: Financial Information	41
Item 18A – Balance Sheet	41
Item 18B – Financial Condition.....	41
Item 18C – Bankruptcies.....	41
Item 19: Requirements for State-Registered Advisers.....	41



Item 4: Advisory Business

Item 4A – Advisory Firm Description

CIBC Private Wealth Advisors, Inc. (referred to as “we”, “us” and “our”) is an indirect subsidiary of Canadian Imperial Bank of Commerce (“CIBC”), a Canadian-based financial institution and publicly traded entity.

CIBC National Trust Company, N.A. (“CIBC National Trust Company”), a federally-chartered limited purpose trust company, CIBC Delaware Trust Company, a Delaware limited-purpose trust company, and AT Investment Advisers, Inc. are wholly-owned subsidiaries of CIBC Private Wealth Group LLC and make up CIBC Private Wealth Management.

Item 4B – Types of Advisory Services Offered

We provide investment advisory and wealth advisory services. Investment advisory services include asset allocation planning, proprietary investment offerings, external manager selection and customized reporting. Wealth advisory services include assisting clients with financial, estate and philanthropic planning.

Item 4C – Tailoring of Advisory Services

Each client is assigned to a Relationship Manager who works with you to customize your investment strategy. You can have as much or as little contact with your Relationship Manager as you choose, but will speak with them at least annually. The investment strategy may involve an overall asset allocation model, or may be intended to serve as a portion of a broader asset allocation model. Your strategy may be achieved through a custom portfolio, a portfolio of internally and/or externally managed strategies, or a combination of both.

You have the ability to impose reasonable restrictions on your investments; for example, you may exclude or restrict specific securities and/or certain industries or types of securities. Any restrictions imposed are put into our internal systems in the form of trading rules that are specific to your account in order to ensure that your requirements are adhered to automatically when trades are placed for your account.

Item 4D – Wrap Fee Programs

We participate in wrap fee programs offered by third party sponsors. If your account is opened through one of these programs, it will be managed in the same manner as other accounts we manage in that program, subject to any restrictions you place on the account. You will pay a fixed fee to the sponsor company and the amount of the fee is determined by the sponsor. Our fees are then paid by that sponsor firm on your behalf, so we will receive a portion of whatever fee you pay.

The total fees you will pay under a wrap fee arrangement are determined between you and the sponsor of the program and are not set by us. For more information on the wrap fee programs in which we participate, see Item 5C below.

Item 4E – Assets Under Management

Most of our clients receive discretionary investment management in which we make investment decisions on their behalf. Other clients receive our services on a non-discretionary basis in which the clients make their own investment decisions. We also provide consulting and/or administrative reporting services on a fixed rate basis.

As of 5/31/18, we had \$17,675,104,659 under management on a discretionary basis, and \$1,687,170,100 on a non-discretionary basis.



Item 5: Fees and Compensation

Item 5A – Advisory Fees

We use the following standard fee schedules

New Accounts with Equity and Balanced Portfolios:

- On the first \$5 million..... 1.00% annually
- On the next \$5 million 0.80% annually
- On all additional amounts..... 0.60% annually
- Minimum annual fee \$10,000

New Accounts with Fixed Income Portfolios:

- On the first \$10 million 0.50% annually
- On the next \$20 million..... 0.35% annually
- On all additional amounts..... 0.25% annually
- Minimum annual fee \$10,000

New Accounts with Cash Portfolios:

- On the first \$50 million 0.20% annually
- On the next \$50 million..... 0.15% annually
- On all additional amounts..... 0.10% annually
- Minimum annual fee \$10,000

Wealth Management Accounts:

- On the first \$5 million..... 1.20% annually
- On the next \$5 million 0.80% annually
- On all additional amounts..... 0.60% annually
- Minimum annual fee \$10,000

Geneva Advisors Legacy Accounts Standard Fee:

- Equity holdings..... 1.50% annually
- Fixed Income holdings 0.80% annually

On occasion we will negotiate the fees charged on an account. For example, we may negotiate a different fee schedule or minimum if we expect an account to grow substantially in size or already have a longstanding relationship with a client. In situations where we expect that an account will grow substantially, we may base our fees on the size to which we expect the account to grow. In situations where we have a longstanding relationship with a client, we may consider assets that we are already managing for that client when determining fees for the new account. Additionally, our fee schedules have evolved overtime, and therefore some of our accounts have different fee arrangements, reflecting what the standard fees were at the time the accounts were opened.

We exclude investments in shares of any affiliated mutual funds, affiliated exchange-traded funds or affiliated private funds from the assets under management figure used to calculate your fees. Additionally, we exclude any investments in Invesco Funds held as of 12/31/2013 from the assets under management figure used to calculate fees. Investments made in any Invesco Funds after 12/31/2013 will be included in the calculation of assets under management. Investments in any Geneva Advisors Funds held as of 8/31/2017 will be excluded from the assets under management



figure used to calculate fees. If you decide to create a sub-account to hold assets that we do not manage, those assets are also excluded from the figure used to determine fees.

Item 5B – Billing of Fees

Client fees are generally billed quarterly in advance. Fees are based on the fair market value of your billable assets under management at the end of the last day of the preceding quarter. Fees will not be adjusted for deposits to or withdrawals made from your account or for appreciation or depreciation of the account assets within the quarter. As noted above, this standard arrangement is occasionally altered or negotiated in special circumstances.

If you wish to terminate your account with us, you may do so with 30 days prior written notice. In such situations, any pre-paid fees will be refunded based on daily pro-ration of the fee that was billed.

As noted in Item 5A above, we do not bill on investments in shares of any affiliated mutual funds, affiliated exchange-traded funds or affiliated private funds, Geneva Advisors Funds (if the Geneva Fund holding was in existence on 8/31/2017) or Invesco Funds (if the Invesco Fund holding was in existence on 12/31/2013). However, because our fees are generally billed in advance, we perform a special fee adjustment calculation each quarter in order to ensure you are not over charged. If you purchase affiliated products during the quarter it would result in a fee overlap because a portion of your account's market value would now be in an investment that should not be billed. On the other hand, if you were to sell an affiliated product during the quarter, there would be a gap in the fees billed because a portion of your account's market value that was previously not billed on would now be billable. The fee adjustment calculation we perform makes these adjustments. If there is an overlap, you will be credited fees during the next billing period to eliminate it.

Item 5C – Other Fees Incurred

In addition to the fees in Item 5A above, your account may also be subject to other fees which are outlined below.

Affiliated Funds

We may decide to invest a portion of your account in shares of investment companies listed below which are sub-advised by us or in the Barclays ETN+Select MLP for which we serve as the Index Servicing Agent. As a result, we exclude these items from your account value for the purpose of calculating fees. The following are our Affiliated Funds:

- CIBC Atlas Disciplined Equity Fund
- CIBC Atlas Income Opportunities Fund
- CIBC Atlas MidCap Growth Fund
- CIBC Atlas All Cap Growth Fund
- CIBC Atlas Equity Income Fund

Unaffiliated Mutual Funds & Investment Companies

As part of our investment advisory service, we may purchase shares of unaffiliated mutual funds. These shares are included in the market value of your account for determining your quarterly fees. In addition, these types of investments may be subject to investment advisory service fees by the companies that operate the mutual funds.

Private Placements

Affiliated Private Investment Funds

We will serve as the manager, managing member and/or investment advisor for the following Geneva Legacy Private Investment Funds.:

- Geneva Real Estate Fund, LLC



- Geneva Senior Living Fund I, LLC
- GNV Private Equity Fund I, LLC
- Geneva Private Equity Fund II, LLC

In this role we receive compensation for our services to the funds listed above. Those fees are outlined in the private placement memorandum for each fund. If we invest money from your account in the above funds, it is considered an affiliated product and is excluded when determining the market value of your account for billing. See Items 5A and 5B for more information about how we handle affiliated investments in terms of billing.

One of our affiliates, CIBC National Trust Company, serves as manager, managing member, investment adviser, sub-placement agent, placement agent and/or servicing agent to several affiliated and non-affiliated private placement funds. The funds for which our affiliate, CIBC National Trust Company, has such duties are the following:

- Atlas Point Real Estate Fund, LLC
- Atlas Point Diversified Strategies Fund, LLC
- Atlas Point Energy Infrastructure Fund, LLC
- Atlas Point Capital Dynamics Investors Fund, LLC
- Energy Capital Investors Fund, LLC
- Energy Capital Investors Fund II, LLC
- Atlas Point Opportunity Fund, LLC
- Atlas Point Global Long/Short Fund, LLC
- WLR Recovery IV Investors, LLC
- Landmark Investors XIV Fund, LLC
- Asia Hedged Opportunity Fund, LLC
- WLR Recover V Investors, LLC
- Atlas Point Oak Hill Fund, LLC
- Atlas Point Global Multi-Strategy Fund, LLC
- Atlas Point Private Credit Opportunities Fund, LLC

Our affiliate, CIBC National Trust Company, receives compensation for its services for the funds listed above. Those fees are outlined in the private placement memorandum for each fund. We may receive a portion of the fees charged by our affiliate for investments we make in the above funds. However, if we investment money from your account in the above funds, it is considered an affiliated product and is excluded when determining the market value of your account for billing. See Items 5A and 5B for more information about how we handle affiliated investments in terms of billing.

Our immediate parent, CIBC Private Wealth Group LLC, serves as manager, managing member, investment adviser to several affiliated private placement funds. The funds for which our affiliate, CIBC Private Wealth Group LLC, has such duties are the following:

- Four Feathers Partnership, L.P.
- Limestone Acquisition and Development Fund II, L.P.
- Geneva Advisors Global Equity Income Fund, LDC

Our parent CIBC Private Wealth Group LLC receives compensation for the funds listed above. Those fees are outlined in the private placement memorandum for each fund. If we invest money from your account in the above funds, it is considered an affiliated product and is excluded when determining the market value of your account for billing. See Items 5A and 5B for more information on how we handle affiliated investments in terms of billing.

Non-Affiliated Private Investment Funds

Eaton Vance Distributors, Inc.

Our affiliate, CIBC National Trust Company, serves as sub-placement or placement agent to the following funds:

- Belwater Capital Fund LLC
- Clearfork Capital Fund LLC
- Belport Capital Fund LLC
- Belterra Capital Fund LLC

As a result, our affiliate receives a one-time fee from Eaton Vance Distributors, Inc., the placement agent for the above funds when an investment is made in the funds. Additionally, our affiliate receives an ongoing servicing fee based on your average daily net balance in the funds which begins 12 months after your shares are issued. These fees received by CIBC National Trust Company are described in more detail in the private placement memorandum for each fund.

Due to the fact that our affiliate receives fees from Eaton Vance Distributors, Inc., any investment made in the funds listed above are excluded from your account when we calculate fees. Your account will be subject to the fees associated with investments in these private placements that are described in the private placement memorandums.

If we invest your money in these funds, we may receive all or a portion of the fees from our affiliate.

Lighthouse Investment Partners, LLC

Our affiliate, CIBC National Trust Company, serves as an introducing agent for potential investors in private investment pools operated by Lighthouse Investment Partners, LLC or its affiliates. As a result, our affiliate receives a quarterly fee at a rate of 0.50% per annum (0.125% quarterly) of the account balance of investors that we introduce to Lighthouse Investment Partners, LLC. These fees are received by CIBC National Trust Company are described in more detail in the private placement memorandum for each fund.

Due to the fact that our affiliate receives fees from Lighthouse Investment Partners, LLC, any investment made in their funds is excluded from your account when we calculate fees. Your account will be subject to the fees associated with investments in these private placements that are described in the private placement memorandums.

If we invest your money in these funds, we may receive all or a portion of the fees from our affiliate.

Persistent Edge Asia Partners, Ltd.

Our affiliate, CIBC National Trust Company, serves as referral agent for potential investors for Persistent Edge Asia Partners, Ltd. a private investment pool operated by Persistent Asset Management Pte Ltd. As a result, our affiliate receives a quarterly fee at a rate of 0.75% per annum (0.1875% quarterly) of the account balance of investors that we introduce to Persistent Edge Asia Partners, Ltd. These fees are received by CIBC National Trust Company are described in more detail in the private placement memorandum for each fund.

Due to the fact that our affiliate receives fees from Persistent Asset Management Pte, Ltd., any investment made in the fund above is excluded from your account when we calculate fees. Your account will be subject to the fees associated with investments in this private placement that are described in the private placement memorandums.

If we invest your money in this fund, we may receive all or a portion of the fees from our affiliate.



Prisma Spectrum Fund, L.P.

Our affiliate, CIBC National Trust Company, serves as referral agent for potential investors for Prisma Spectrum Fund, LP a private investment pool operated by Prisma Capital Partners, LLC. As a result, our affiliate receives a fee equal to 33 1/3% of any management fee payable to the Investment Manager of the investment pool, so long as the aggregate contributions to the funds by referred investors is less than \$50 million. If the aggregate contributions to the funds by referred investors are greater than \$50 million, then our affiliate receives a fee equal to 50% of any management fee payable to the Investment Manager of the investment pool. These fees received by CIBC National Trust Company are described in more detail in the private placement memorandum for each fund.

Due to the fact that our affiliate receives fees from Prisma Capital Partners LLC., any investment made in the fund above is excluded from your account when we calculate fees. Your account will be subject to the fees associated with investments in this private placement that are described in the private placement memorandums.

If we invest your money in this fund, we may receive all or a portion of the fees from our affiliate.

Corbin Pinehurst Partners

Our affiliate, CIBC National Trust Company, serves as referral agent for potential investors in Corbin Pinehurst Partners. As a result, our affiliate receives a fee equal to 50% of any management fee payable to the Investment Manager of the investment pool. These fees received by CIBC National Trust Company are described in more detail in the private placement memorandum for each fund.

Due to the fact that our affiliate receives fees from Corbin Pinehurst Partners, any investment made in the fund above is excluded from your account when we calculate fees. Your account will be subject to the fees associated with investments in this private placements that are described in the private placement memorandums.

If we invest your money in this fund, we may receive all or a portion of the fees from our affiliate.

StepStone Atlas Opportunity Fund, LP

Our affiliate, CIBC National Trust Company, has entered into an agreement with StepStone Group LP with respect to a newly created customized portfolio, StepStone Atlas Opportunity Fund, LP. This fund invests primarily in distressed and private credit instruments and was created for clients of CIBC Private Wealth Management. CIBC National Trust Company will have no role in the management of the fund but can provide input on investment strategy and objectives for the fund. CIBC National Trust Company will also have the right to veto a Primary Investment upon proper notice to the General Partner of the fund. If you were to invest in StepStone Atlas Opportunity Fund, neither we nor, our affiliate CIBC National Trust Company will receive fees from StepStone, so we will charge your account our customary management fee on those assets.

Custodial Account Charges

We do not accept physical custody of your assets. Accordingly, we require you to place your assets with a qualified custodian. The custodian you choose to hold your account may charge fees which are negotiated between you and your custodian and are your responsibility to pay.

We pay the basic annual custodial account charges for certain accounts under a prior program no longer offered to clients. These accounts use the custodial services of U.S. Trust, Bank of America Private Wealth Management (formerly LaSalle National Trust, N.A.) or Investors Bank & Trust Company (now known as State Street Bank). Under this program, we do not offer custodial services directly or indirectly to the accounts enrolled and Bank of America and State Street Bank do not offer their services through us. Clients would retain their custodian directly and clients are responsible for any fees or charges in excess of those that we pay.



For certain Team Geneva clients, a portion of the custodial costs that such clients pay to their custodian may be subtracted from its fees. This is available only for those clients who have retained preferred custodians, subject to account size limitations, and whose assets are invested for the full quarter. For certain other Team Geneva clients, we will charge a fee and the client will be responsible to pay all transaction and related costs to the custodian. See Item 12, Brokerage Practices for a discussion of brokerage and trade execution practices.

All Inclusive Fee Arrangements

We provide investment advisory services through investment advisors or financial planning firms that are not affiliated with us. These firms are either affiliated with or registered as broker dealers. These firms will be referred to as “sponsors” going forward.

In an all-inclusive fee arrangement, you pay the sponsor a flat fee instead of paying a commission on each trade. In exchange for that fee, the sponsor may do one or more of several things:

The sponsor may assist you in determining financial goals and recommend that you retain us as an investment adviser (or as one of several investment advisers). The sponsor may also provide administrative services to you such as providing you with periodic statements, communicate with several advisers and brokers on your behalf, monitor your investment performance and evaluate it for you, execute transactions for your account free of any commission charge, or act as the custodian of your assets.

In all-inclusive fee arrangements, we generally will not bill you for our fees directly. Instead, the sponsor will pay our fees on your behalf by deducting the fees from your account. These service arrangements often utilize a fee schedule different from what is described in Item 5A above.

If you participate in an all-inclusive fee arrangement, you will either have a contract directly with us to be your investment adviser, or you will have a contract with the sponsor that allows the sponsor to make a contract with us on your behalf. The accounts that we accept under all-inclusive fee arrangements generally meet the requirements of any other account we would normally accept, but occasionally these accounts are smaller in value.

Additionally, coordinated service arrangements often require that we direct your trades to a specific broker. As a result, you should review Item 12A for information about how directed brokerage impacts how we handle your account.

UBS Financial Services, Inc. - UBS Managed Accounts Consulting Program

We participate in a wrap fee program offered through UBS Financial Services, Inc. Under the Managed Accounts Consulting Program, we perform investment advisory services to clients of UBS Financial Services, Inc. that select us to be their investment manager. UBS Financial Services, Inc. provides brokerage services for these accounts in accordance with a wrap fee services arrangement. These accounts are charged different fees than our usual fee schedule. The portion of the fees that we receive is as follows:

- On assets up to \$10,000,000 – 0.55% annually
- On assets above \$10,000,000 – 0.50% annually

These fees are billed quarterly in advance, which is the same way fees are billed for typical accounts. The fee is based on the account’s asset value on the last business day of the previous quarter. Under this program, if you add assets to your account during the quarter, you will be charged a pro-rated fee based on the number of days in the quarter that we will be managing the assets. Fees will not be adjusted for withdrawals made from your account or for appreciation or depreciation of the account assets.

Fees are automatically deducted from your account unless your account is an ERISA account and you choose to be invoiced. In that case, any outstanding fees that are not paid by the invoice due date will be automatically deducted



from your account. We will not receive any payment from UBS Financial Services, Inc. until the fee is paid to them by you or they have debited your account.

The agreement between us and UBS Financial Services, Inc. can be terminated by either party providing written notice to the other. The agreement will be terminated upon receipt of such notice. Your agreement with UBS Financial Services, Inc. can also be terminated by either you or UBS Financial Services, Inc. in the same way. If you give UBS Financial Services, Inc. instructions to send your assets to another company, this is considered a termination notice. If the agreements in place are terminated by any party, a pro-rated refund of fees will be given as needed.

Under this program, you will enter into an agreement with us that gives us the ability to invest and re-invest your assets. We will be able to buy and sell securities for your account and take actions as necessary to provide those services. The agreement between you and us can be terminated at any time by providing 30 days prior written notice.

Dynasty Wealth Management, LLC (“DWM”) – Uniform Overlay Manager Program

We participate in a wrap fee program offered through Dynasty Wealth Management, LLC. Upon the specific request by a client, DWM may offer its services on a wrap fee basis. Clients who are provided investment advisory services on a wrap fee basis shall receive services in accordance with DWM’s investment management wrap fee program (the “Program”). Under the Program, DWM is able to offer participants discretionary and/or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The portion of the fee that we receive is 0.65% annually however for accounts opened prior to July 2015 the annual fee rate is 0.55% for assets up to \$10,000,000 and 0.50% for assets greater than \$10,000,000.

These fees are billed quarterly in advance, which is the same way fees are billed for typical accounts. The fee is based on the account’s asset value on the last business day of the previous quarter, adjusted for contributions or withdrawals greater than \$50,000. Under this program, if you add assets to your account during the quarter, you will be charged a pro-rated fee based on the number of days in the quarter that we will be managing the assets. Fees will not be adjusted for appreciation or depreciation of the account assets.

Fees are automatically deducted from your account unless your account is an ERISA account and you choose to be invoiced. In that case, any outstanding fees that are not paid by the invoice due date will be automatically deducted from your account. We will not receive any payment from DWM until the fee is paid to them by you or they have debited your account.

The agreement between us and DWM can be terminated by either of us providing written notice to the other. The agreement will be terminated upon receipt of such notice. Your agreement with DWM can also be terminated in the same way. If you give DWM instructions to send your assets to another company, this is considered a termination notice. If the agreements in place are terminated by any party, a pro-rated refund of fees will be given as needed.

Under this program, you will enter into an agreement with us that gives us the ability to invest and re-invest your assets. We will be able to buy and sell securities for your account and take actions as necessary to provide those services.

Morgan Stanley Smith Barney LLC – Investment Management Services Platform

We participate in a wrap fee program offered through Morgan Stanley Smith Barney LLC (“Morgan Stanley”). Under the Investment Management Services Platform, we perform investment advisory services to clients of Morgan Stanley that select us to be their investment manager. Morgan Stanley provides custody, brokerage, and other related services for these accounts in accordance with a wrap fee services arrangement. These accounts are charged different fees than our usual fee schedule. The portion of the fees that we receive is as follows:

- On assets up to \$10,000,000 – 0.55% annually
- On assets above \$10,000,000 – 0.50% annually



These fees are billed quarterly in arrears. The fee is based on the account's asset value on the last business day of quarterly period. The fee for any period which is less than a full quarter shall be determined by daily proration of the above amount except that, if the account is terminated before the end of a quarter, the fee shall be determined using the fair market value of the account as of the effective date of termination. We will send the fee invoice to Morgan Stanley who will deduct fees directly from the account.

Under this program, you will enter into an agreement with us that gives us the ability to invest and re-invest your assets. We will be able to buy and sell securities for your account and take actions as necessary to provide those services. The agreement between you and us can be terminated at any time by providing 30 days prior written notice.

Merrill Lynch, Pierce, Fenner & Smith Inc- Managed Account Service Platform

We participate in a wrap fee program offered through Merrill Lynch, Pierce, Fenner & Smith Inc. Under the Managed Account Service Platform, we perform investment advisory services to clients of Merrill Lynch that select us to be their investment manager. Merrill Lynch provides custody, brokerage, and other related services for these accounts in accordance with a wrap fee services arrangement. These accounts are charged different fees than our usual fee schedule. The portion of the fees that we receive is as follows:

- On assets up to \$10,000,000 – 0.55% annually
- On assets above \$10,000,000 – 0.50% annually

These fees are billed quarterly in advance, which is the same way fees are billed for typical accounts. The fee is based on the account's asset value on the last business day of the previous quarter. Fees will not be adjusted for withdrawals made from your account or for appreciation or depreciation of the account assets.

Under this program, you will enter into an agreement with us that gives us the ability to invest and re-invest your assets. We will be able to buy and sell securities for your account and take actions as necessary to provide those services. The agreement between you and us can be terminated at any time by providing 30 days prior written notice.

Stifel, Nicolaus & Company, Inc. - Opportunity Program

We participate in the Opportunity Program which is a wrap fee program offered through Stifel Nicolaus & Company, Inc. ("Stifel"). Under the program, we perform investment advisory services to clients of Stifel while Stifel provides custody, brokerage, and related services for these accounts in accordance with a wrap fee services arrangement. These accounts are charged different fees than our usual fee schedule. The portion of the fees that we receive are \$ 500,000 Minimum Account Size – 0.65% annually (for accounts opened prior to December 9, 2015, the annual fee rate is 0.55 %).

These fees are billed quarterly in advance. The fee is based on the account's asset value on the last business day of the previous quarter. We will not receive any payment from Stifel until the fee is paid to them by you or they have debited your account.

The agreement between us and Stifel can be terminated by either of us providing written notice to the other. The agreement will be terminated 30 days after the receipt of such notice. Your agreement with Stifel can also be terminated by either you or Stifel in the same way. If the agreements in place are terminated by any party, fees will be pro-rated as needed.

Schwab Managed Account Marketplace

We participate in the Managed Account Marketplace Program ("MAM Program") which includes the Managed Account Select and Managed Account Access Programs offered by Charles Schwab and Co., Inc. In this MAM Program, certain financial advisers that use Schwab for custody, brokerage and other related services are given access to investment advisers like us. If you are a client of one of these advisers, your adviser may select us as a sub-adviser to manage a



portion of your assets. We receive instructions from your adviser about your investment goals and invest your assets accordingly. Your investment adviser is your main point of contact under this program and passes your instructions on to us. We will occasionally consult with you directly if your financial adviser requests us to do so. The minimum account size for participants in the MAM Program is \$500,000.

With the exception that your main point of contact is your financial adviser, the investment services that we provide to clients using the MAM Program are generally the same as those provided to other accounts that are focused on U.S. domestic equities. In the MAM Program, your financial adviser will be instructed to use Schwab as the broker for your account.

Under the MAM Program, we will generally use Schwab to execute transactions for your account, subject to our obligation to provide you with best execution. Your financial adviser is responsible for reviewing your financial situation on a periodic basis and making changes to your investment objectives, restrictions and limitations as needed. Your financial adviser is also responsible for communicating these changes to us and for monitoring our performance with regard to your account.

If you are enrolled in the MAM Program, you will pay fees separately to your financial adviser, Schwab, who will be responsible for calculating, collecting and remitting all fees owed to us. The Program fee will be payable monthly in arrears for each client accounts. Schwab will pay to use a fee on Program Assets as follows:

- On the first \$100,000,000 – 0.45% annually
- On assets between \$100,000,000 and \$250,000,000 – 0.40% annually
- On assets over \$250,000,000 – 0.35% annually

We have other fee schedules in place for accounts opened in the past for legacy clients. Also, we occasionally negotiate different fees in special situations, similar to what we do for clients who are not participants in the MAM Program.

We may terminate our service as investment adviser for your account with 30 days prior written notice to your financial adviser. Likewise, your adviser may terminate our services in the same way. You may also terminate our services by providing us with written notice through your financial adviser. Additionally, our services are terminated in the event that either we or your financial adviser terminate our agreements with Schwab. In that case, any fees are pro-rated on a daily basis and will be refunded as needed.

Lockwood Managed Accounts Utility Program

We participate in a wrap fee program offered through Lockwood Advisors, Inc. Under the Managed Accounts Utility Program, we perform investment advisory services to clients of Lockwood Advisors, Inc. that select us to be their investment manager. Lockwood Advisors, Inc. provides brokerage services for these accounts in accordance with a wrap fee services arrangement. These accounts are charged different fees than our usual fee schedule. The portion of the fees that we receive is as follows:

- On the first \$50,000,000 – 0.50% annually
- On amounts over \$50,000,000 – 0.45% annually

These fees are billed quarterly in advance, which is the same way fees are billed for typical accounts. The fee is based on the account's asset value on the last business day of the previous quarter. Fees are automatically deducted from your account unless your account is an ERISA account and you choose to be invoiced. In that case, any outstanding fees that are not paid by the invoice due date will be automatically deducted from your account. We will not receive any payment from Lockwood Advisors, Inc. until the fee is paid to them by you or they have debited your account.

The agreement between us and Lockwood Advisors Inc. can be terminated by either of us providing thirty days prior written notice. The effective date of the termination is 120 days from the receipt of the notice of termination. written



notice to the other. Your agreement with Lockwood Advisors, Inc. can also be terminated by either you or Lockwood Advisors, Inc. If you give Lockwood Advisors, Inc. instructions to send your assets to another company, this is considered a termination notice. If the agreements in place are terminated by any party, a pro-rated refund of fees will be given as needed.

Under this program, you will enter into an agreement with us that gives us the ability to invest and re-invest your assets. We will be able to buy and sell securities for your account and take actions as necessary to provide those services. The agreement between you and us can be terminated at any time and for any reason.

Unified Managed Accounts / Model Portfolio Agreements

For certain Unified Managed Account programs, the sponsors hire us to deliver “model” portfolios to them based upon one or more investment strategies. We generally apply the same investment philosophy and strategy for clients of Unified Managed Account programs as we do for our own clients, depending upon any restrictions, limitations, or specific directions that the sponsors or their clients give to us. The sponsors of these Unified Managed Account programs generally charge their clients an aggregated or all-inclusive fee, and we receive a portion of those fees. We do not believe that these relationships pose a significant conflict of interest to CIBC Private Wealth Advisors clients as we will not be placing orders on behalf of the Unified Managed Accounts and therefore will continue to prioritize our clients.

Brinker Capital Investment Program

We act as Model Manager under an agreement with Brinker Capital, Inc. (“Brinker”), a registered investment adviser headquartered in King of Prussia, PA, providing investment models which are in accordance with Atlantic Trust Disciplined Equity and Atlantic Trust Mid Cap Growth strategies (the “Models”). Under this agreement, the Models we provide instruct Brinker as to target positions in securities to be purchased, held or sold and the weightings that will be implemented by Brinker for their client accounts under the Brinker Capital Investment Program. Atlantic Trust has no investment advisory relationship with Brinker’s clients and will not determine the suitability of the Models for Brinker clients. Atlantic Trust is, however, required to update the Models from time to time to assure continued adherence to overall investment strategy. If a Brinker client selects one of the Models provided by Atlantic Trust we will be compensated based on the market value of the client accounts managed in accordance with the Models. The fees we collect are listed below:

- CIBC Disciplined Equity Strategy Model – 0.30% annually
- CIBC Mid Cap Growth Strategy Model – 0.35% annually

Fees are payable quarterly in advance and are debited directly from Brinker client accounts. We do not believe that this relationship presents a significant conflict of interest to CIBC Private Wealth Advisors clients as we will not be placing orders on behalf of Brinker and therefore will continue to prioritize our clients.

Envestnet Third Party Model Program

We act as Model Manager under an agreement with Envestnet Asset Management, Inc. (“Envestnet”), a registered investment adviser, providing investment models which are in accordance with the CIBC All Cap Growth, Large Cap, Equity Income, Equity Income Non K-1 and MLP (the “Models”). Under this agreement, the Models we provide instruct Envestnet as to target positions in securities to be purchased, held or sold and the weightings that will be implemented by Envestnet for their client accounts under the Envestnet Third Party Model Program. CIBC Private Wealth Advisors has no investment advisory relationship with Envestnet’s clients and will not determine the suitability of the Models for Envestnet clients. CIBC Private Wealth Advisors is, however, required to update the Models from time to time to assure continued adherence to overall investment strategy. If an Envestnet client selects one of the Models provided by CIBC Private Wealth Advisors we will be compensated based on the market value of the client accounts managed in accordance with the Models. The fees we collect are listed below:



- All Cap Growth – 0.28% annually
- Large Cap – 0.28% annually
- Equity Income – 0.30% annually
- Equity Income Non K-1 – 0.30% annually
- MLP – 0.40% annually

Fees are payable quarterly in arrears and are debited directly from Investnet client accounts. We do not believe that this relationship presents a significant conflict of interest to CIBC Private Wealth Advisors' clients as we will not be placing orders on behalf of Investnet and therefore will continue to prioritize our clients.

Wells Fargo Masters Investment Consulting Services/Diversified Managed Accounts Program

We act as Model Manager under an agreement with Wells Fargo Advisors, LLC. ("Wells Fargo"), a registered investment adviser, providing an investment models which is in accordance with the CIBC All Cap Growth strategy (the "Model"). Under this agreement, the Model we provide instruct Wells Fargo as to target positions in securities to be purchased, held or sold and the weightings that will be implemented by Wells Fargo for their client accounts under the Wells Fargo Capital Masters Investment Consulting Services Program Diversified Managed Accounts Program. CIBC Private Wealth Advisors has no investment advisory relationship with Wells Fargo's clients and will not determine the suitability of the Model for Wells Fargo clients. CIBC Private Wealth Advisors is, however, required to update the Model from time to time to assure continued adherence to overall investment strategy. If a Wells Fargo client selects the Model provided by CIBC Private Wealth Advisors we will be compensated based on the market value of the client accounts managed in accordance with the Model. The fee we collect is 0.28% annually. Fees are payable quarterly in advance for the Masters Investment Consulting Services Program and quarterly in arrears for the Diversified Managed Accounts Program and are debited directly from Wells Fargo client accounts. We do not believe that this relationship presents a significant conflict of interest to CIBC Private Wealth Advisors clients as we will not be placing orders on behalf of Wells Fargo and therefore will continue to prioritize our clients.

FDx Unified Overlay Management Program

We act as Model Manager under an agreement with FDxAdvisors Inc. ("FDx"), a registered investment adviser headquartered in Sacramento, CA, providing investment models which are in accordance with the CIBC Equity Income and CIBC Equity Income (Tax-Easy) strategies (the "Models"). Under this agreement, the Models we provide instruct FDx as to target positions in securities to be purchased, held or sold and the weightings that will be implemented by FDx for their client accounts under the FDx Unified Overlay Management Program. CIBC Private Wealth Advisors has no investment advisory relationship with FDx's clients and will not determine the suitability of the Models for FDx clients. CIBC Private Wealth Advisors is, however, required to update the Models from time to time to assure continued adherence to overall investment strategy. If an FDx client selects one of the Models provided by CIBC Private Wealth Advisors we will be compensated based on the market value of the client accounts managed in accordance with the Models. The fees we collect are listed below:

- Equity Income Strategy – 0.35% annually
- Equity Income (Tax-Easy) – 0.35% annually

Fees are payable quarterly in advance and are debited directly from FDx client accounts. We do not believe that this relationship presents a significant conflict of interest to CIBC Private Wealth Advisors clients as we will not be placing orders on behalf of FDx and therefore will continue to prioritize our clients.

Wrapmanager Managed Account Platform Program

We act as Model Manager under an agreement with Wrapmanager, Inc. ("Wrapmanager"), a registered investment adviser headquartered in San Francisco, CA, providing investment Model which are in accordance with CIBC All Cap Growth strategy (the "Model"). Under this agreement, the Model we provide instructs Wrapmanager as to target



positions in securities to be purchased, held or sold and the weightings that will be implemented by Wrapmanager for their client accounts under the Wrapmanager Managed Account Platform Program. CIBC Private Wealth Advisors has no investment advisory relationship with Wrapmanager's clients and will not determine the suitability of the Model for Wrapmanager clients. CIBC Private Wealth Advisors is, however, required to update the Model from time to time to assure continued adherence to overall investment strategy. If a Wrapmanager client selects the Model provided by CIBC Private Wealth Advisors we will be compensated based on the market value of the client accounts managed in accordance with the Model. The fees we collect are 0.35% annually. Fees are payable quarterly in advance and are debited directly from Wrapmanager client accounts. We do not believe that this relationship presents a significant conflict of interest to CIBC Private Wealth Advisors clients as we will not be placing orders on behalf of Wrapmanager and therefore will continue to prioritize our clients.

Coyle Asset Management Company

We have entered into an agreement with Coyle Asset Management Company ("Coyle"), a registered investment adviser, providing investment models which are in accordance with the Team Geneva's Capital Appreciation, Tax-Exempt Fixed Income, and Taxable Fixed Income strategies (the "Models"). Under this agreement, the Models we provide instruct Coyle as to target positions in securities to be purchased, held or sold and the weightings that will be implemented by Coyle for their client accounts. CIBC Private Wealth Advisors has no investment advisory relationship with Coyle's clients but will work with Coyle to determine the suitability of the Models for Coyle clients. CIBC Private Wealth Advisors is, required to update the Models from time to time to assure continued adherence to overall investment strategy. If a Coyle client selects one of the Models provided by CIBC Private Wealth Advisors we will be compensated based on the market value of the client accounts managed in accordance with the Models. The fees we collect are listed below:

- For Fixed Income Accounts – 0.25% annually
- For all Equity Accounts –
 - On the first \$1,000,000 – 0.06% annually
 - On the next \$4,000,000 – 0.55% annually
 - On the next \$5,000,000 – 0.50% annually
 - On amounts over \$10,000,000 fees are negotiable

Fees are payable quarterly in advance and are debited directly from Coyle client accounts. We do not believe that this relationship presents a significant conflict of interest to CIBC Private Wealth Advisors clients as we will not be placing orders on behalf of Coyle and therefore will continue to prioritize our clients.

Other Coordinated Service Arrangements

Schwab Advisor Network

We participate in the Schwab Advisor Network. As a participant, we have signed an agreement with Schwab that states that we will pay Schwab a portion of the fees we receive for a client that we get based on Schwab's referral. If you are referred to us by Schwab you will sign one of our standard investment advisory agreements and will receive the same services as any other client. We will then give Schwab a participation fee, which is a portion of the fees we collect from you, as listed below:

- On the first \$2,000,000 – 0.25% annually
- On the next \$3,000,000 – 0.20% annually
- On the next \$5,000,000 – 0.15% annually
- On amounts over \$10,000,000 – 0.10% annually

For accounts referred to us prior to January 1, 2007, we give 18% of the fees we collect to Schwab. If you establish a relationship with us through the Schwab Advisor Network but later decide to have your account assets held with



another custodian, we can only continue as manager of your account if we pay Schwab a one-time fee based on the value of your account.

Schwab acts as the custodian for accounts that they refer to us. If you are referred to us through the Schwab Advisor Network, you will instruct us to use Schwab as your broker in writing. As a result, we will direct transactions for your account to Schwab subject to our duty of best execution. We expect that most of your trades will be placed with Schwab.

Under this arrangement, our fees can be paid by you or deducted from your account by Schwab if you allow Schwab to do so. Our billing practices are the same for accounts referred to us by Schwab as they are for any other account we manage and are explained in Items 5A and 5B above. Generally our minimum annual fee is \$20,000; however, sometimes we will negotiate a lower minimum fee.

Either you or we may terminate your account in the Advisor Network with 30 days prior written notice. If our agreement is terminated, any fees will be pro-rated on a daily basis and refunded as needed. If our agreement with you is terminated, Schwab is no longer entitled to a participation fee from us. The fees we pay to Schwab will be pro-rated on a daily basis for the quarter in which termination occurs.

If you are referred to us through the Schwab Advisor Network, it is important to understand that the investment advice we provide to you is not monitored by Schwab in any way.

Occasionally Schwab will refer clients to our affiliate, CIBC National Trust Company. In some cases we will serve as the investment adviser and CIBC National Trust Company will act as trustee and/or relationship manager. In other cases, CIBC National Trust Company acts as trustee, relationship manager, and investment adviser. If an account is referred to CIBC National Trust Company by Schwab, CIBC National Trust Company will pay Schwab the same participation fee that is described above.

CIBC National Trust Company has offices in the following locations:

- 3290 Northside Parkway, 7th Floor, Atlanta, GA 30327
- 401 Congress Avenue, Suite 2450 in, TX 78701
- 100 Federal Street, 37th Floor, Boston, MA 02110
- One South Wacker Drive, Suite 3500, Chicago, IL 60606
- 100 Saint Paul Street, Suite 700, Denver, CO 80206
- 11 Greenway Plaza, Suite 2625, Houston, TX 77046
- 520 Newport Center Drive, Suite 700, Newport Beach, CA 92660
- 1177 Avenue of the Americas, 42nd Floor, New York, NY 10036
- Three Embarcadero Center, Suite 1600, San Francisco, CA 94111
- 1201 F Street NW, Suite 900, Washington, DC 20004
- 777 South Flagler Drive, Suite 800 West, West Palm Beach, FL 33401
- 1 Righter Parkway, Suite 180, Wilmington, DE 19803

Fidelity Wealth Advisor Solutions

We participate in the Fidelity Wealth Advisor Solutions Program (the “WAS Program”), through which we receive referrals from Fidelity Personal and Workspace Advisors LLC (“FPWA”), a registered investment adviser and Fidelity Investments Company. . We are independent and not affiliated with FPWA or any Fidelity Investments Company. FPWA does not supervise or control us, and FPWA has no responsibility or oversight for our provision of investment management or other advisory services.

Under the WAS Program, FPWA acts as a solicitor for us, and we pay referral fees to FPWA for each referral received based on our assets under management attributable to each client referred by FPWA or members of each client’s household. The WAS Program is designed to help investors find an independent investment advisor, and any referral



from FPWA to us does not constitute a recommendation or endorsement by FPWA of our particular investment management services or strategies. More specifically, we pay the following amounts to FPWA for referrals: the sum of (i) an annual percentage of 0.10% for client assets held in securities identified as “fixed income” assets by FPWA and (ii) an annual percentage of 0.25% for all other assets held in client accounts referred to us by FPWA or such other amount as may be negotiated from time to time. In addition, we have agreed to pay FPWA a minimum annual fee amount in connection with our participation in the WAS Program. These referral fees are paid by us and not the client.

To receive referrals from the WAS Program, we must meet certain minimum participation criteria, but we may have been selected for participation in the WAS Program as a result of our other business relationships with FPWA and its affiliates, including Fidelity Brokerage Services, LLC (“FBS”). As a result of our participation in the WAS Program, we may have a potential conflict of interest with respect to our decision to use certain affiliates of FPWA, including FBS, for execution, custody and clearing for certain client accounts, and we may have a potential incentive to suggest the use of FBS and its affiliates to our advisory clients, whether or not those clients were referred to us as part of the WAS Program. Under an agreement with FPWA, we have agreed that we will not charge clients more than the standard range of advisory fees disclosed in Item 5A above to cover solicitation fees paid to FPWA as part of the WAS Program. Pursuant to these arrangements, we have agreed not to solicit clients to transfer their brokerage accounts from affiliates of FPWA or establish brokerage accounts at other custodians for referred clients other than when our fiduciary duties would so require; therefore, we may have an incentive to suggest that referred clients and their household members maintain custody of their accounts with affiliates of FPWA. However, participation in the WAS Program does not limit our duty to select brokers on the basis of best execution.

TD Ameritrade Institutional Program

We participate in TD Ameritrade’s Institutional customer program and may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice we give to clients, although we receive economic benefits through our 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 trading desk serving our participants;
- Access to block trading (which provides the ability to aggregate securities transactions for execution and then allocated 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 to certain institutional money managers; and
- Discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors.

TD Ameritrade may also have paid for business consulting and professional services received by our referral persons. Some of the products and services made available by TD Ameritrade through the program may benefit us but many not benefit administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits received by us or our personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to clients, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by us or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services. We also receive from TD Ameritrade certain additional economic benefits (“Additional Services”) that may or may not be offered to any other independent investment Advisors participating in the program. Specifically, the Additional Services includes Thinkpipes, an advanced trading platform



designed specifically for investment advisors. TD Ameritrade provides the Additional Services to us in its sole discretion and at its own expense, and We do not pay any fees to TD Ameritrade for the Additional Services. Advisor and TD Ameritrade have entered into a separate agreement (“Additional Services Addendum”) to govern the terms of the provision of the Additional Services.

Our receipt of Additional Services raises potential conflicts of interest. In providing Additional Services to us, TD Ameritrade most likely considers the amount and profitability to TD Ameritrade of the assets in, and trades placed for, our client accounts maintained with TD Ameritrade. TD Ameritrade has the right to terminate the Additional Services Addendum with us, in its sole discretion, provided certain conditions are met. Consequently, in order to continue to obtain the Additional Services from TD Ameritrade, we may have an incentive to recommend to its clients that the assets under management by Advisor be held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. Our receipt of Additional services does not diminish its duty to act in the best interests of its clients, including seeking best execution of trades for client accounts.

TD Ameritrade AdvisorDirect Program

We may receive client referrals from TD Ameritrade through its participation in TD Ameritrade AdvisorDirect. In addition to meeting the minimum eligibility criteria for participation in AdvisorDirect, we may have been selected to participate in AdvisorDirect based on the amount and profitability to TD Ameritrade of the assets in, and trades placed for, client accounts maintained with TD Ameritrade. TD Ameritrade is a discount broker-dealer independent of and unaffiliated with us and there is no employee or agency relationship between them. TD Ameritrade has established AdvisorDirect as a means of referring its brokerage customers and other investors seeking fee-based personal investment management services or financial planning services to independent investment advisors. TD Ameritrade does not supervise us and has no responsibility for our management of client portfolios or their other advice or services. We pay TD Ameritrade an on-going fee for each successful client referral. This fee is usually a percentage (not to exceed 25%) of the advisory fee that the client pays to us (“Solicitation Fee”). We will also pay TD Ameritrade the Solicitation Fee on any advisory fees received by us from any of a referred client’s family members, including a spouse, child or any other immediate family member who resides with the referred client who engages us on the recommendation of such referred client. We will not charge clients referred through AdvisorDirect any fees or costs higher than its standard fee schedule offered to its clients or otherwise pass Solicitation Fees paid to TD Ameritrade to its clients. For information regarding additional or other fees paid directly or indirectly to TD Ameritrade, please refer to the TD Ameritrade AdvisorDirect Disclosure and Acknowledgement Form. Our participation in AdvisorDirect raises potential conflicts of interest. TD Ameritrade will most likely refer clients through AdvisorDirect to investment advisors that encourage their clients to custody their assets at TD Ameritrade and whose client accounts are profitable to TD Ameritrade. Consequently, in order to obtain client referrals from TD Ameritrade, we may have an incentive to recommend to clients that the assets under management by us held in custody with TD Ameritrade and to place transactions for client accounts with TD Ameritrade. In addition, we have agreed not to solicit clients referred to it through AdvisorDirect to transfer their accounts from TD Ameritrade or to establish brokerage or custody accounts at other custodians, except when its fiduciary duties require doing so. The Firm’s participation in AdvisorDirect does not diminish its duty to seek best execution of trades for client accounts.

Lowenhaupt Global Advisors

We act as a discretionary investment manager to some clients of Lowenhaupt Global Advisors, LLC (LGA). Some LGA clients hire us directly and some LGA clients receive services through a Master Agreement we have with LGA. Under our Master Agreement with LGA, you will have a written agreement with LGA and not with us. Our Master Agreement with LGA permits us to have the ability to supervise and direct the investments and reinvestment of certain assets belonging to certain clients of LGA, vote proxies, choose the brokers and dealers and direct the execution of trades based upon LGA’s Best Execution Policy. LGA is responsible for meeting with you, determining your investment strategy and providing reports to you. We will segregate your assets into a separate client account.

If you have an account under this arrangement, you will pay 0.30% per year on all amounts.



In 2017 we contracted with LGA to provide asset allocation and manager due diligence and selection for a select group of their clients. Going forward, we will receive 0.20% for direct investment and 0.15% for asset allocation and manager due diligence and selection for these accounts.

Our fees are billed quarterly in arrears and debited directly from your custodial accounts. We will furnish to LGA a quarterly valuation for your account. The valuation will be based upon the fees that you pay to us for our services.

RBC Dain Rauscher, Inc.

We act as a sub-adviser to some clients of RBC Dain Rauscher, Inc., a registered investment adviser through their RBC Dain Rauscher Consulting Solutions Program. In these situations, RBC Dain Rauscher, Inc. has a written agreement with the client that gives us the ability to direct the investment and re-investment of the client's account's assets and allows us to buy and sell securities for their account. If you are a client of RBC Dain Rauscher, Inc. and agree to let us manage your account, you will not have an agreement directly with us. Instead you will have an agreement with RBC Dain Rauscher, Inc. The services you receive from us are different than our typical services because RBC Dain Rauscher, Inc. will work with you to determine investment objectives and communicate to us in writing your financial situation and objectives along with any specific written instructions you have provided to them or to us. Further, under the sub advisory agreement, we have authority to select brokers to execute portfolio transactions however we will recognize your authorization to, whenever possible, effect transactions through RBC.

If you open an account under this arrangement with RBC Dain Rauscher, Inc., you will pay to us a fee equal to

- On the first \$50,000,000 - 0.45% annually
- On all assets over \$50,000,000 – 0.40% annually

These fees are paid directly to us from your account and are paid quarterly in advance.

Edge Advisors, LLC

We act as a sub-adviser to some clients of Edge Advisors, LLC, a registered investment adviser. In these situations, Edge Advisors, LLC, has a written agreement with the client that gives us the ability, using our All Cap Growth Strategy, to direct the investment and re-investment of the client's account's assets and allows us to buy and sell securities for their account. If you are a client of Edge Advisors, LLC and agree to let us manage your account, you will not have an agreement directly with us. Instead you will have an agreement with Edge Advisors, LLC. The services you receive from us are different than our typical services because Edge Advisors, LLC will work with you to determine investment objectives and communicate to us in writing your financial situation and objectives along with any specific written instructions you have provided to them or to us.

If you open an account under this arrangement with Edge Advisors, LLC, you will pay to us fees as outlined below:

- On the first \$10,000,000 - 0.90% annually
- On the next \$20,000,000 – 0.85% annually
- On the next \$20,000,000 – 0.80% annually
- On the next \$50,000,000 – 0.75% annually
- On the balance of Assets – 0.65% annually

These fees are paid directly to us from your account and are paid quarterly in arrears.

Hatton Consulting, Inc.

We act as a sub-adviser to some clients of Hatton Consulting, Inc. In these situations, Hatton Consulting, Inc. has a written agreement with the client that gives us the ability to direct the investment and re-investment of the client's account's assets and allows us to buy and sell securities for their account. If you are a client of Hatton Consulting, Inc.



and agree to let us manage your account, you will not have an agreement directly with us. Instead you will have an agreement with Hatton Consulting, Inc. The services you receive from us are different than our typical services because Hatton Consulting, Inc. will work with you to determine investment objectives and will tell us these objectives.

If you open an account under this arrangement with Hatton Consulting, Inc., you will pay fees to us according to the following schedule:

- The first \$5,000,000 – 0.65% annually
- Amounts over \$5,000,000 – 0.50% annually
- Minimum annual fee - \$10,000

These fees are paid directly to us from your account and are paid quarterly in arrears.

Kovack Advisors, Inc.

We act as a sub-advisor to some clients of Kovack Advisors, Inc., a registered investment adviser through their KAI Choice SMA Account. In these situations, Kovack Advisors Inc. has a written agreement with the client that gives us the ability to direct the investment and re-investment of the client's account's assets and allows us to buy and sell securities for their account. If you are a client of Kovack Advisors, Inc. and agree to let us manage your account, you will not have an agreement directly with us. Instead you will have an agreement with Kovack Advisors, Inc. The services you receive from us are different than our typical services because Kovack Advisors, Inc. will work with you to determine investment objectives and communicate to us in writing your financial situation and objectives along with any specific written instructions you have provided to them or to us.

If you open an account under this arrangement with Kovack Advisors, Inc., you will pay to us a fee equal to 0.50% annually. These fees are paid directly to us from your account and are paid quarterly in arrears.

Advisors Inner Circle

We are an investment adviser to the CIBC Atlas Disciplined Equity Fund, the CIBC Atlas Income Opportunities Fund, CIBC Atlas All Cap Growth Fund, CIBC Atlas Equity Income Fund, and the CIBC Atlas Mid Cap Growth Fund, each a fund in the Advisors Inner Circle mutual fund. As such, we receive an asset-based advisory fee for these services. As mentioned in Item 5 above, we do not charge an account level fee on our clients' investment in these funds.

Item 5 D – Payment of Fees

As noted above in Item 5B fees are typically billed quarterly in advance. If you choose to terminate your account, you may do so by providing advance written notice to us. The number of days in advance that you are required to provide notice to us is stated in your account agreement. Any unearned fees will be refunded to you on a pro-rated basis. For example, if you terminate your account with us 25% of the way into a quarter, you will be refunded 75% of the fee you were previously billed. Fees can be automatically paid by your account's custodian if you authorize the custodian to do so. If you do not allow your custodian to pay fees automatically, you and possibly your custodian will receive an invoice from us.

Item 5E – Compensation for the Sale of Certain Securities

We receive compensation for the sale of certain securities and investments such as mutual funds and private investment funds. The specific products for which we receive this type of compensation are disclosed above in Item 5C: Affiliated Funds and Non-Affiliated Funds; Private Placements.

Receiving compensation for the sale of certain investments presents a conflict of interest because it gives us an incentive to recommend these investments based on the compensation received instead of your investment needs. We seek to minimize this conflict by excluding the market value of any products for which we receive compensation from the sponsor from your account value when determining fees. You will receive a copy of the private placement memorandum and/or mutual fund prospectus that details the costs and fees associated with each specific investment



prior to making an investment. Additionally, the individuals who have discretion over your account are not directly compensated for investing your assets in certain securities. While we as a firm may receive compensation, no individual's compensation is based on their recommendations of these securities. This helps to further minimize the conflict of interest that these securities present.

You have the option of purchasing investment products that we recommend through other brokers or agents that are not affiliated with us, if desired.

Item 6: Performance-Based Fees and Side-By-Side Management

Generally, we are not compensated through performance-based fees. From time to time, we have entered into and may enter into a performance-based fee agreement at the request of a client.

Under certain scenarios, your account could be invested in a private investment fund that is sponsored by our affiliate, CIBC National Trust Company. Some of these private investment funds have a performance-based fee that is paid to our affiliate.

Some of our clients have separately managed accounts (one of which has a performance fee portion of its overall management fee) in an energy infrastructure strategy that is managed by us. These accounts invest in similar securities, share the same investment strategy and typically trade as a group. These accounts also invest in similar securities as a private investment fund (with a performance-based fee) that is sponsored and managed by our affiliate, CIBC National Trust Company, and share the same portfolio managers. While the objectives of the separate accounts and the private investment fund are not identical, they will often invest in the same security. When they do, the transactions are aggregated (unless a separate account client has a directed broker, in which case it will follow the private investment fund and other separately managed accounts) so that each client will receive a pro-rata share of any partially filled order and will pay the same commission rate as that of the private investment fund.

We also act as the Index Selection Agent subject to an agreement with Barclays Bank PLC. As a part of this agreement, the Energy Infrastructure portfolio managers will provide the index or strategy to Barclays and Barclays will buy and sell securities into the Barclays' Exchange Traded Note ("ETN") based on this index. We do not believe that this presents a significant conflict of interest to our clients as we will not be placing orders on Barclays behalf and therefore will continue to prioritize our clients first.

The Index may invest in similar securities as the existing energy infrastructure strategy involving separately managed accounts managed by us because our energy infrastructure portfolio managers created and maintain the Index. We do not believe that this will cause a conflict since any trades placed for the ETN will be done by Barclays without the knowledge of our portfolio managers. Additionally, the index methodology is publicly available from CIBC Private Wealth Advisors and in Barclays ETN prospectus.

Item 7: Types of Clients

Our clients include individuals, trusts, estates, families, charitable organizations, employee benefit and contribution plans, corporations, state or municipal government entities, pension and profit sharing plans, and other investment advisers.

We generally require a minimum account size of \$1,000,000. However, we also participate in several coordinated service arrangements as described in item 5C with third parties that may have lower minimum account sizes. Additionally, we may waive the minimum account size based on a number of factors such as existing relationships or the expectation that a relationship will grow. See Item 5C for more information on coordinated service arrangements.



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

Item 8A – Investment Strategies

In general, we start our relationships by meeting with you to determine your investment goals and objectives. We then determine an asset allocation and investment strategy designed to meet your goals and objectives. This overall strategy may include investments in strategies that we manage internally, investments that are managed by external managers, or a combination of the two.

Generally, each portfolio is managed according to an investment policy statement. The investment policy statement specifies the investment goals for your account and includes information about how your account's assets should be invested. Typically, the investment policy statement states a range of percentages for several asset classes and we strive to adhere to those ranges when making investment decisions for your account. Some accountholders do, however, elect to have the account managed to a single strategy.

Our investment recommendations are driven by the work of the internal investment team and your individual Relationship Manager. In addition, our Investment Policy Committee and Asset Allocation Committee set the overall investment policy for the firm.

The Investment Policy Committee oversees our investment policies and strategies. The committee has the following responsibilities: reviewing fixed income and equity investment policy and strategy, reviewing investment programs and performance of external managers, reviewing the use of affiliated investment products, monitoring economic developments, reviewing interest rate exposure and approving strategies in response to market events and federal policy announcements. The Investment Policy Committee meets at least quarterly and consists of members of management and our investment and compliance departments.

The Asset Allocation Committee is responsible for developing and maintaining our asset allocation recommendations. The committee has the following responsibilities: developing, reviewing and disseminating its view on the current economic and investment environment; defining core investment asset classes that are appropriate for clients; determining target levels and ranges for each of the core asset classes for each portfolio objective; monitoring and maintaining our proprietary asset allocation models; reviewing relative valuation, risk profiles and growth opportunities of the various investment classes we utilize with a focus on strategically asset allocation and developing overall investment strategies for managers of all client portfolios. The Asset Allocation Committee consists of members of management and our investment department.

Both committees utilize both fundamental and technical analysis to determine their recommendations and fulfill their respective responsibilities. The committees consider products across many categories in developing recommendations that we use when trading client assets. We consider many different types of investments including:

- Equity securities
- Warrants
- Corporate debt securities
- Commercial paper
- Certificates of deposit
- Municipal securities
- Mutual fund shares
- United States government securities
- Options contracts on securities
- Partnerships investing in real estate
- Partnerships investing in oil and gas interests
- Other private investment limited liability companies and limited partnerships
- Convertible corporate debt securities
- "Zero-coupon" debt securities



- Convertible preferred stocks with fixed or adjustable rates
- Obligations issued or guaranteed by agencies or instrumentalities of the United States government (including various mortgage-backed and mortgage-related securities)
- Various money market instruments including, but not limited to, bankers' acceptances and corporate demand notes
- Repurchase agreements
- "Euro-dollar" or "Yankee-dollar" debt obligations
- Hedge funds
- Other private placements
- Various derivative or hybrid securities and investments
- Inflation adjusted fixed income securities
- Real estate investment trusts

We also offer investment advice regarding venture capital investments and special situations which may include non-publicly traded securities or other arrangements.

It is important to note that all investments carry some risk of loss and you should be prepared to bear such losses if they occur.

Cross Trades

Generally we do not conduct cross trades in which a security in one account is sold to/bought from another account. However, in rare circumstances we may conduct a trade for your account with a broker, and then subsequently re-purchase or re-sell the same security with that broker for another client. We would act as an agent for both clients and have duties to both clients in this scenario. Both transactions would be executed at the current market price for each trade, set by the executing broker.

Item 8B – Material Risks

As discussed in item 8A above, we generally start our relationships by meeting with you to determine your investment goals and objectives. We then determine an asset allocation and investment strategy designed to meet those goals and objectives. Depending on the securities or strategies that are selected, your account could face a number of potential risks. The assets held in your account are not guaranteed and may lose value. There is no guarantee that the principal value of your account will be maintained. Depending on the types of securities that are held in your account, you may be subject to the following risks:

- Market risk
- Company risk
- Interest rate risk
- Reinvestment risk
- Timing or call risk
- Credit risk
- Maturity risk
- Inflation risk
- Liquidity risk
- Exchange rate or currency risk
- Volatility risk
- Political or legal risk
- Position concentration risk
- Event risk
- Sector risk
- Other risks



Trading Errors

In the course of managing your account it is possible that a trading error may occur. If we cause an error in your account, it is our policy to put your account either back in the position or in a better position than it would have been had the error not occurred.

Item 8C – Security Specific Risks

As described in Item 8A, we recommend a large variety of investments. Each type of investment carries some risk of loss and the risk of loss varies from one investment to another. See Item 8B above for a general disclosure of the risks involved in opening or maintaining an account with us.

Item 9: Disciplinary Information

Item 9A – Criminal or Civil Actions

There are no criminal or civil actions to report.

Item 9B – Regulatory Proceedings

There are no regulatory proceedings to report.

Item 9C – Self Regulatory Organization Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

Item 10A – Broker-Dealer Registrations

We are not registered as a broker-dealer and we do not have a pending application to register as a broker-dealer. Some individuals at our firm are registered as a representative of a related broker-dealer. See item 10C for more detail on our related broker-dealer.

Item 10B – Commodities & Futures Registrations

We are not registered in any capacity with the Commodity Futures Trading Commission (“CFTC”) nor are we pending registration. Further, none of our managers are registered or pending registration with the CFTC. Registration with the CFTC includes registration as a futures commission merchant, introducing broker, commodity pool operator, commodity trading advisor, or an associated person of any of those entities.

Item 10C – Related Entities & Conflicts of Interest

We have relationships with several affiliated entities as described below.

Related Broker-Dealer

CIBC World Markets Corp. is an affiliated U.S. entity that is registered with the Securities and Exchange Commission (“SEC”) as a broker-dealer. We do not have any business dealings with CIBC World Markets Corp. as CIBC World Markets Corp. only maintains certain securities licenses for certain of our employees who sell securities or provide support to those who sell securities to clients. Since CIBC World Markets Corp. does not compensate these individuals we do not feel this affiliation poses any conflicts of interest.

Related Investment Companies

We act as the investment adviser to the CIBC Atlas Disciplined Equity Fund, CIBC Atlas Income Opportunities Fund, the CIBC Atlas MidCap Growth Fund, the CIBC Atlas All Cap Growth Fund and the CIBC Atlas Equity Income Fund each an Advisors Inner Circle Fund. As mentioned in Item 5 above, while we receive an investment advisory fee for our services to these funds, we do not charge an asset-level fee to our clients for investment in these funds.

Related Investment Adviser

CIBC Asset Management, Inc., a wholly-owned subsidiary of our ultimate parent company, CIBC, is registered with the SEC as an investment adviser. On occasion we may have arrangements with CIBC Asset Management, Inc. with respect to sharing fees for client referrals.

Related Banking or Thrift Institution

We have an inter-company agreement with our affiliates, CIBC National Trust Company, CIBC Bank USA and CIBC Delaware Trust Company in order to be able to share office space and certain operational functions and employees. We do not believe these arrangements pose a material conflict of interest or disadvantage to you.

Related General Partner

Our affiliate, CIBC National Trust Company, acts as manager or managing member to several private investment funds which are listed above in Item 5C: Private Placements. CIBC National Trust Company charges fee for its services as manager or managing member and we generally receive a portion of the fees charged by our affiliate for investments we make in the above funds. This creates a potential conflict of interest. However, if we invest money from your account in the above funds, it is considered an affiliated product and is excluded when determining the market value of your account for billing. We believe this minimizes the potential conflict.

Our affiliate, CIBC Private Wealth Group LLC, acts as manager or managing member to several private investment funds which are listed above in Item 5C: Private Placements. CIBC Private Wealth Group LLC charges fees for its services as manager or managing member and we generally receive a portion of the fees charged by our affiliate for investments we make in the above funds. This creates a potential conflict of interest. However, if we invest money from your account in the above funds, it is considered an affiliated product and is excluded when determining the market value of your account for billing. We believe this minimizes the potential conflict.

Other Related Persons

We are affiliated with the following CIBC entities, with which we participate in a client referral arrangement (see Section 14C for more details): CIBC, CIBC World Markets Inc., CIBC Trust Corporation, CIBC Bank and Trust Company (Cayman) Limited, CIBC Trust Company (Bahamas) Limited, CIBC Investor Services Inc., CIBC Mortgages Inc., CIBC Bank USA, and FirstCaribbean International Bank (Bahamas) Limited.



Item 10D – Other Business Relationships & Conflicts of Interest

We recommend or select other investment advisers for our clients. You may have separate accounts set up directly with these investment advisers or in a private investment fund managed by these advisers. We do not receive compensation from other investment advisers if you open a separate account with them directly. However, we do receive compensation for investments in certain private investment funds, which is described in Item 5C: Other Non-Affiliated Private Investment Funds above. We do not include those funds in the market value of your account for the purpose of determining our fees when we receive a placement fee. We believe that this removes any incentive for us to invest your assets in these products.

Item 11: Code of Ethics, Participation or Interest in Client Transactions & Personal Trading

Item 11A – Code of Ethics Description

We have a detailed code of ethics in place, by which all employees must abide, in accordance with SEC Rule 204A-1. The code of ethics requires that employees receive pre-clearance from compliance before effecting personal securities transactions in market traded equity, fixed income, and exchange traded securities, as well as affiliated mutual funds and private placements (“covered securities”). These reporting and approval processes are designed to prevent and minimize as much as possible, actual or potential conflicts of interest we may have with you. This includes the potential conflict of one of our employees attempting to personally benefit by trading in a security in which they are aware is being traded in your account(s). The requirements of our code of ethics apply to our employees as well as their spouses, minor children, and other dependents residing in the same household (“covered individuals”). Personal securities transactions placed by employees that are not involved in investing client funds are subject to less stringent requirements than what are described below.

Our code of ethics requires that covered individuals pre-clear all transactions in covered securities. We require that covered individuals disclose all brokerage relationships to the compliance department. Additionally, transaction confirmations and custodial account statements for each account that our employees maintain are required to be sent to the compliance department. This requirement does not pertain to Discretionary Managed Accounts. The code of ethics also places several procedural restrictions on personal trading such as time periods during which a security can be traded and how long securities must be held. Additionally, we require every covered individual to make an annual certification that they have complied with the code of ethics.

Certain transactions are not covered by the code of ethics and are not required to be reported. Transactions in government securities, bank certificates of deposit, futures and options on treasury notes and treasury bills and currency futures or options and shares of non-affiliated, open-end mutual funds are excluded from the pre-clearance requirement.

Our Chief Compliance Officer (or other designated individual) is responsible for overseeing the code of ethics program to ensure that covered individuals are following the code of ethics. The Chief Compliance Officer is responsible for reporting any material violations of the code of ethics to our senior management. The Chief Compliance Officer can recommend that management impose more severe restrictions than what the code of ethics already requires on a case-by-case basis. For example, the Chief Compliance Officer could request that an individual’s personal trading privileges be suspended or that an employee be terminated based on violations of the code of ethics.

We will provide you with a copy of our code of ethics upon request.

Item 11B – Investment Conflicts of Interest

In certain situations, we may recommend the purchase of securities in which we receive a financial incentive for recommending to you. In order to minimize the potential conflict of interest, we generally do not include any such



investments in the market value of your account for the purpose of calculating fees. See Item 5C: Affiliated Funds and Non-Affiliated Funds; Private Placements; and Other Non-Affiliated Private Funds above, which describes these scenarios in more detail.

Potential conflicts of interest also exist when errors are made when trading securities for your account. Please see item 8B: Trading Errors, for details on how we mitigate this potential conflict.

Item 11C – Personal Investments in Similar Securities

In order to minimize potential conflicts of interest, our code of ethics has several restrictions in place that limit covered individuals from trading in the same securities that we recommend to you. The code of ethics does not allow a covered individual with knowledge of our trading activity (investment personnel) to trade in the same security as a client account within three trading days (before or after) it is traded in any client account. A covered individual without knowledge of our trading activity may not trade in the same security as a client account for two trading days after it is traded in the client account. This trading restriction is, however, subject to the “de minimis” exception described below. Also, covered individuals generally may not trade the same security if there is a client trade currently with the trading desk. As an example, if a client trades in a security on Monday, a covered individual may not be cleared to place a trade in that same security until Thursday.

Our code of ethics does allow covered individuals to place trades in a security traded in a client account, if the amount of the shares traded, either by the client or the employee, is considered “de minimis.”

In general, our code of ethics places restrictions on personal trading that are designed to minimize potential conflicts of interest, which are described briefly in Item 11A above.

Item 11D – Personal Investments by Adviser Employees

As described in Item 11A above, our code of ethics places restrictions on covered individuals’ personal trading activity designed to minimize potential conflicts of interest that can arise such as profiting personally based on knowledge of client trading activity. These restrictions include blackout periods, pre-clearance requirements, prohibition of short term trading profits, prohibition of short sales, prohibition on participating in initial public offerings, and a prohibition on buying certain restricted securities. We believe that these restrictions limit potential conflicts of interest as much as is practicable.

Each of the restrictions referenced are described in detail in our code of ethics. A copy of our complete code of ethics is available upon request.

Item 12: Brokerage Practices

It is our intention to migrate all client accounts formerly advised by Geneva to the CIBC Private Wealth Advisors trading platform, Charles River Development (“CRD”) as promptly as possible however, there will be a period following the acquisition, where trading for legacy Geneva accounts is conducted using the Moxie Trading LLC platform. During this period, legacy Geneva accounts will be covered by the Brokerage Practices for Legacy Geneva Accounts outlined below.

Item 12A – Selecting Broker-Dealers

Our objective when selecting brokers and dealers for your transactions is to seek the best combination of net price and execution. If you have instructed us to use a particular broker or dealer, we will follow those instructions. In order to determine which broker provides the best execution service for a transaction, we consider a number of different factors:

- The net price offered – essentially, the price of the security plus or minus any commission charged
- Our knowledge of negotiated commission rates that may be available as well as other transaction costs



- The nature of the security being bought or sold
- The size of the transaction
- The desired timing of the transaction
- The activity existing and expected in the market for the security being considered
- Confidentiality
- The execution, clearance and settlement capabilities of the broker or dealer
- Our knowledge of the financial conditions of available brokers or dealers
- Our knowledge of any potential operational problems facing available brokers or dealers
- Our knowledge of a specific expertise of a broker or dealer

After weighing the above factors, we may determine that a broker with a higher commission rate may be the best broker for a particular transaction. Price is not the only factor we consider so at times we may not use the broker with the best available net price.

We have internal policies in place that guide our trading personnel. These policies specify maximum commissions for various transaction types and sizes for cases where we have the ability to select the broker or dealer. Any transactions that do not fall within the guidelines that we have set are subject to a periodic review by supervisory personnel. We periodically review and adjust the guidelines that are in place as well as the general level of commissions that are being paid. Our trading personnel also evaluate whether or not the commissions being paid are reasonable based on the factors listed above when they are in the process of placing trades.

We maintain and periodically update a list of approved brokers and dealers that we believe are financially stable and capable of providing you with the best prices and execution. Our traders are directed to use only brokers and dealers from this list. If you have specified a broker that is not on the approved list and is agreeable to us and our traders, our traders will follow that direction and execute your trades with that broker. In order to ensure your directions are being followed, we place an alert in our trade system that our traders see whenever a trade is made for your account.

Generally, we place orders for your account individually based on the order sizes that we typically place in servicing your account. However, when it is possible, we group or aggregate orders for multiple accounts into a single order to take advantage of price benefits. When we group orders, we utilize the average price method in determining the price that each account included in the order receives. For example, if we place an order for 10,000 shares of a security and receive 5,000 of those shares at \$20, 3,000 shares at \$18 and 2,000 shares at \$17, we will value each share at \$18.80. Any costs involved in placing the order (commissions) will be split based on the percentage of the order each account is allocated. If your account's share of the order was 10%, you will pay 10% of the commissions on that order. If you have instructed us to use a particular broker or dealer for your account, your orders will generally not be grouped with orders for other accounts and will follow non-directed orders in terms of execution order.

On occasion we are given the opportunity to participate in initial public offerings of securities ("IPO's"). Not all clients are eligible to participate in IPO's. For example, you may have investment restrictions or investment objectives that make IPO's an unsuitable investment option. Also, if you have directed us to use a particular broker for your trades, you may not be able to participate unless the broker you have selected is part of the IPO underwriting process. If you request to participate in an IPO, your request is reviewed by the IPO Allocation Committee and may or may not be accepted. If your request is accepted by the IPO Allocation Committee, the order placed for your account may be grouped with orders from other brokers and the allocation you receive will be pro-rated based on the order size.

Soft Dollar Benefits

We participate in an industry standard practice in which we receive proprietary or third-party research and brokerage products ("research products") from broker-dealers in exchange for executing trades with them. In essence, we use commissions generated by executing transactions for your account to purchase these products. This practice is referred to as using "soft dollars." If we have the ability to choose which brokers or dealers to use when placing trades



for your account, we may use a broker that provides us with soft-dollars, which can be used to purchase research products.

Ultimately, the decision as to where orders for your account should be executed is yours. If we are given the ability to choose for you, it is our duty to choose the broker that provides the best combination of price and services, also known as best execution. We face a potential conflict of interest with this duty when we can use your trades to obtain soft dollar products because we are able to obtain research products without having to pay for them with cash (“hard dollars”) which we would normally have to do. Using soft dollars reduces our expenses. Also, under federal securities laws, we do not have to use research products purchased with soft dollars to benefit the accounts that generated those soft dollars. The result is that your account may help us to generate soft dollars that we use to buy research products that ultimately benefit other clients and do not directly benefit you. This practice is specifically allowed under a safe harbor provision of the Securities Exchange Act of 1934.

Although it is difficult, if not impossible, to document, we believe that over time most to all of our clients benefit from our use of soft dollar research products. Also, we share trading desks and research products with our affiliate, CIBC National Trust Company. In doing so, soft dollars generated by clients of our affiliate are used to buy research products that can benefit you and vice-versa. We believe that this further benefits clients of both companies.

A large number of our clients have instructed us to direct their transactions to a specific broker. If you do not give us such instructions it is possible that your account will be impacted disproportionately by the soft dollar arrangements we have in place. We attempt to eliminate this conflict by only directing your trades to a broker that will give us soft dollars if we believe that that broker is also providing you with the best execution. As we stated above, in order to determine which broker provides the best execution we look at a number of factors, not just the price that they can provide. The possibility exists that you may pay more for a transaction placed with a broker that is providing us with soft dollars than what another broker may have charged for that same transaction.

There are two types of products that we get using soft dollars:

- Proprietary research that was created by the broker that executed the trades that generated the soft dollars
- Third party research products created by parties other than the broker but that we receive through the broker that executed the trades that generated the soft dollars

Proprietary research usually consists of research reports or trade recommendations that are developed by employees of the broker. The research includes recommendations and evaluations of specific companies or industry groups, analyses of general economic and market conditions and trends, market data, market contacts, or other related information. Our research analysts periodically rate the quality of the research products that we have received. Based on these evaluations, we develop commission targets for each broker and we attempt to direct trades to each broker in order to meet the targets. These targets are reviewed and approved by our Equity Trading Practices Committee.

Research products created by third parties (other than the broker) that we may receive using soft dollars include the following:

- Database Services – We are given access to databases that include current and/or historical information on companies and industries. The information included consists of historical security prices, earning estimates and SEC filings. Database services may also include software tools that give us the ability to analyze the data and use it in our investment process. For example, we may be able to create forecasts and other models that help us decide how to manage your account.
- Quotation, Trading & News Systems – These systems have real-time data about the market such as security prices, current trading volume, and news impacting specific securities and/or the market overall.
- Economic Data/Forecasting Tools – These products use forecasting tools to give us predictions about the market based on economic data and political forecasts for various countries or regions.



- Quantitative/Technical Analysis – We may receive analyses from third parties that they have created using software tools to analyze technical market data such as prices and market volume. We may also be given access to software tools that will allow us to do such analyses ourselves.
- Fundamental Industry Analysis – We may receive analyses from third parties based on industry-specific market research such as the trends in a specific industry.
- Fixed Income Security Analysis – These products provide us with an analysis specific to fixed income securities. These products assist us in making financial models related to fixed income securities; we use them to project what may happen with a particular security's cash flows in the future and/or to try and determine how interest rates may fluctuate in the future.
- Other Specialized Tools – This includes things like allowing us to attend investment-oriented conferences or specialized economic consulting that relates to our business and customer base.

Some of the products listed above may be available from the company that created them directly on a hard dollar basis while others are available only through broker dealers using soft dollars. Before obtaining any products we evaluate the product to determine its hard dollar value to us. We then target our commission dollars to the brokers that we believe supply the most valuable products. These products are reviewed and approved by our Equity Trading Practices Committee.

We have an arrangement with three brokers, Bank of New York (Convergex), Fidelity and Weeden, who provide us with research products created by third parties in which the brokers keep one cent per share of the commission and the remainder goes to purchase the soft dollar services. If we create a surplus of soft dollar credits, it is our policy to use those credits to purchase additional soft dollar products. We also have arrangements with four brokers wherein the brokers keep 50% of the commission and the other 50% goes to purchase soft dollar services (Citigroup, UBS, Charles Schwab and Knight).

The proprietary research targets that we establish with brokers reflect discussions that we have had with each broker and the level of commissions we expect to generate to receive a given product. The targets are not binding commitments and we do not agree to execute a minimum amount of trades to any particular broker in exchange for soft dollar products. When we set targets we want to ensure that the value of the product we receive is reasonably in line with the cost required to obtain it. We set these targets each calendar year. We will receive the products negotiated whether or not we direct commissions to the broker in equal to, less than, or in excess of the targeted amount. In the case of third party products, the third party is paid by the broker, not by us. We may enter into a contract with the third party for products such as software (a license agreement), but we are not paying the third party directly.

In some cases we may use soft dollars to obtain products that have both research and non-research uses. Administrative and marketing functions are examples of non-research uses. These are referred to as mixed use products. For mixed use products we make a good faith evaluation of the product to determine what portion of the product is non-research. We then pay the provider in cash for the non-research portion of the product.

In some cases we may send a trade to one broker with instructions for that broker to execute the trade and pay a portion of the commission from the trade to another broker that provides us with soft dollar research products. In these cases it is said that the broker executing the trade "steps out" a portion of the commission.

We use step out transactions in order to get commissions to a broker that may not be able to provide the best execution. Usually the brokers that receive step out commissions provide us with a third party product that we cannot purchase with hard dollars. Likewise, if we believe a particular broker will provide the best execution for a transaction, we may execute the trade through that broker and request that they use part of the commissions generated to pay another broker for proprietary soft dollar products that they provide us.

Certain Clients Custodied at Schwab and Fidelity

We may recommend that clients establish brokerage accounts with Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, or Fidelity Brokerage Services LLC (Fidelity), a registered broker-dealer, to maintain custody of clients' assets and to effect trades for their accounts. We are independently owned and operated and affiliated with neither Schwab nor Fidelity (Schwab and Fidelity are not affiliated, nor are their services combined, in any way). Both Schwab and Fidelity separately provide us with access to institutional trading and custody services, which are typically not available to their retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a minimum amount of the advisor's clients' assets are maintained in accounts with them, and are not otherwise contingent upon us committing to them any specific amount of business (assets in custody or trading). These broker-dealer services include brokerage, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For our client accounts maintained in their custody, these broker-dealers generally do not charge separately for custody but are compensated by account holders through commissions or other transaction-related fees for securities trades that are executed through them or that settle into accounts for which they act as custodian.

These broker-dealers also make available to us other products and services that benefit us but may not benefit our clients' accounts. Some of these other products and services assist us in managing and administering our clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of our fees from its clients' accounts and assist with back-office functions, recordkeeping and client reporting. Many of these services generally may be used to service all or a substantial number of our accounts, including accounts not maintained at that broker-dealer. These broker-dealers also makes available to us other services intended to help us manage and further develop our business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, these broker-dealers may make available, arrange and/or pay for these types of services rendered to us by independent third parties. These broker-dealers may discount or waive fees they would otherwise charge for some of these services or pay all or a part of the fees of a third party providing these services to us. While as a fiduciary, we endeavor to act in our clients' best interests, our recommendation that clients maintain their assets in accounts at Schwab may be based in part on the benefit to us of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by these broker-dealers, which may create a potential conflict of interest.

As mentioned in the section above, we have a soft dollar arrangement with Schwab relating to clients that we refer to Schwab. For each transaction executed at Schwab in any of these client accounts, Schwab gives us a research credit of 50% of that commission. Schwab, in turn, uses those credits to pay for third party research products that we use to manage our client accounts. We do not receive research credits for transactions of clients executed at Schwab who were referred to us by Schwab. We also have a soft dollar arrangement with Fidelity, who provides us with research products created by third parties, in which Fidelity keeps one cent of the commission and the remainder goes to the purchase of soft dollar research products.

Brokerage for Client Referrals

When we select brokers for our client transactions, we do not take into consideration whether or not a particular broker or dealer refers clients to us. However, we sometimes recommend Schwab or Fidelity as the custodian for client accounts based on our relationships with them. This presents a potential conflict of interest because both Schwab and Fidelity refer clients to us, which could give us an incentive to recommend them to our clients.

As discussed above, whether a broker provides us with client referrals is not a consideration when recommending that broker to a client. This conflict is also mitigated because ultimately the decision as to where to custody your assets is up to you. It is also your decision to direct your trades to a particular broker based on where your custodian

account is held. We decide which brokers to use based on several criteria and do not direct trades to brokers specifically in exchange for client referrals.

Directed Brokerage

We do not request or require that you select a specific broker-dealer to execute your trades through. However, we will abide by your instruction to direct all of your trades to a particular broker-dealer (or broker-dealers) to the degree that it is possible if you make such a request in writing. We allow such requests to have varying degrees of restriction. For example, you may request that we use only a particular broker-dealer but subject to the broker-dealer's ability to be competitive as to net price and execution. You can also request that we use a particular broker-dealer regardless of the net price and execution they provide and/or you may have specific commission rates negotiated with a particular broker-dealer.

It is important to note that if you chose to utilize only a particular broker-dealer, we cannot guarantee that you will receive the most favorable execution of your trades. The broker you select may have fees that are higher or lower than what we could receive elsewhere and they may also have different prices. For example, by allowing us to execute trades through only one particular broker, we may not be able to aggregate your trade with trades for other accounts which may mean that the fees you pay are higher. This is also the case if you have negotiated specific commission rates with a selected broker because such an agreement may prohibit us from utilizing aggregate orders for your account, resulting in higher costs to you. In addition, trades for directed brokerage accounts will generally be executed after trades for non-directed brokerage accounts. Therefore, directed brokerage accounts may bear the market impact of trading after non-directed brokerage accounts. Orders will be entered with directed brokers on a random basis.

In some cases, if you have requested that we use only a specific broker-dealer, we may include your order in an aggregate order placed with another broker-dealer and ask that the executing broker-dealer step out of the transaction and give the transaction to your preferred broker, although this scenario is not always acceptable to a directed broker.

Brokerage Practices (Legacy Geneva Accounts)

When making trading decisions for client accounts, we will attempt to obtain best execution. "Best execution" means obtaining for the client the lowest total cost (in purchasing a security) or highest total proceeds (in selling a security), taking into account the circumstances of the transaction and the reputation and reliability of the executing broker or dealer. In determining whether a particular broker or dealer is likely to provide best execution in a particular transaction, we consider factors that it deems relevant to the broker's or dealer's execution capability, including, for example, price, the size of the transaction, the amount of the commission, the ability of the brokers to effect the transactions, the broker's reputation and the broker's facilities, reliability and financial responsibility.

Where the client does not choose to grant us investment discretion, we make recommendations to the client as to which securities are to be bought or sold, and the amounts to be bought or sold. Upon approving the recommended transactions, the client normally will execute the transaction. If the client requests that we implement the recommendations, we will determine the time and price at which the transactions will be executed, the brokers or dealers through which the transactions will be executed, and the commission rates paid to effect the transactions. As described below with respect to directed brokerage, the client may direct that we effect the transaction through a specific broker or dealer.

In some instances, we may be retained under a "wrap fee" arrangement offered by a financial institution, in which the financial institution may recommend retention of our firm as investment adviser, pay our investment advisory fee on behalf of the client, and provide brokerage and custodial services for the client's assets, or provide any combination of these services, all for a single fee paid by the client to the financial institution. Brokerage commissions for the execution of transactions in a client's wrap fee account are not negotiated by our firm. Transactions are effected "net" (i.e., without commission), and a portion of the wrap fee is generally considered as being in lieu of commissions. Trades are generally required to be executed only with the financial institution which sponsors the wrap fee



arrangement, so that we may not be free to seek best price and execution by placing transactions with other brokers or dealers.

While it has been our experience that financial institutions who sponsor wrap-fee programs generally offer reasonable executions for transactions in listed equity securities, no assurance can be given that this will continue to be the case with those or other wrap-fee sponsors, nor with respect to transactions in other types of securities. Accordingly, the client may wish to satisfy itself that the financial institution offering the wrap fee program can provide adequate price and execution of most or all transactions. The client should also consider that, depending upon the level of the wrap fee charged by the financial institution, the amount of portfolio activity in the client's account, the value of custodial and other services which are provided under the arrangement and other factors, the wrap fee may or may not exceed the aggregate cost of such services if they were provided separately and if the firm were free to negotiate commissions and seek best price and execution of transactions for the client's account.

Trade Errors (Legacy Geneva Accounts)

From time-to-time an error may occur when submitting a trade order on the client's behalf. When this occurs, we may place a correcting trade with the broker-dealer which has custody of the client's account. Regardless of whether the trade results in a gain or a loss, the custodian should move the net error to either our trade error account or the custodian's omnibus error account, as applicable. Each custodian has specific internal procedures on how to treat the investment adviser aggregate trade error account in regards to gains or losses. However, no trade error will have a positive or negative impact on the client's account.

Suggestion of Brokers (Legacy Geneva Accounts)

We will recommend that a client in need of brokerage and custodial services utilize Charles Schwab & Co., Inc. ("Schwab"), Fidelity Investments ("Fidelity"), Merrill Lynch ("Merrill") or TD Ameritrade Institutional, a division of TD Ameritrade, Inc. a FINRA/SIPC member (TD Ameritrade) among others, (together to be referred to as "broker(s)"). These companies are not affiliated at all with us. We feel that these brokers will provide the best services at reasonable commission rates and generally will execute all trades for clients who have chosen these brokers through their respective trading desks. The reasonableness of commissions is based on several factors, including the broker's ability to provide professional services, competitive commission rates, volume discounts, execution price negotiations, trade clearance, settlement and other services. We participate in the Schwab Advisor Network, Fidelity Wealth Advisor Solutions, TD Ameritrade Institutional Program and TD Ameritrade Advisor Direct Program and may receive some benefits from these firms by its participation.

Beyond a given broker's ability any to provide "best execution," we will also consider the value of "research" and additional brokerage products and services a broker/dealer has provided or will provide. When client brokerage commissions are used to obtain research or other products and services we receive a benefit because the Firm does not have to produce or pay for the research, products or services. We may have an incentive to recommend a broker dealer based on the firm's interest in receiving research or other products and services, rather than on a client's interest in receiving most favorable execution. "Research" products and services that we may receive from these custodians, might include data, financial publications, information about particular companies and industries, and other products or services that provide lawful and appropriate assistance to us in the performance of its investment decision-making responsibilities. In some cases, the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts charge by another broker who did not provide research services or products.

Some of the brokers suggested by the Firm may provide us with access to its institutional trading and operational services, which are typically not available to their retail investors. These services may include, but are not limited to research, brokerage, custody, access to mutual funds and other investments that are otherwise available only to institutional investors or would require a significantly higher minimum initial investment. These brokers also may make available to us other products and services that benefit us, but may not directly benefit client's accounts. Some of these products and services assist us in managing and administering clients' accounts. These include software and



other technology that provide access to client account data, such as trade confirmations and account statements, facilitate trade execution, and allocation of aggregated trade orders, from multiple client accounts, and assist with back-office support, recordkeeping, and client reporting. Many of these services generally may be used to service all or a substantial number of our accounts, including accounts not maintained at the broker providing the service. The brokers may also provide us with other services intended to help us manage and further develop its business enterprise. These services may include consulting, publications and presentations on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, these brokers may make available, arrange and/or pay for these types of services to us by independent third parties. Fees may be discounted or waived for some of these services. Fees also may be discounted or rebated to certain clients by the brokers as an incentive to the client for transferring their accounts. The availability to us of the foregoing products and services is not contingent upon our committing to these brokers any specified amount of business (assets in custody or trading).

When client brokerage commissions are utilized to obtain research or other products and services the Firm receives a benefit because we do not have to produce or pay for the research, products or services. This benefits all Firm clients.

Soft Dollars (Legacy Geneva Accounts)

In return for effecting securities transactions through certain broker-dealer/custodian arrangements, Geneva may receive the use of commissions or soft dollars to pay for certain eligible investment research and/or brokerage products or services which us in our investment decision making process for clients pursuant to Section 28(e) of the Securities Exchange Act of 1934 (generally referred to as a soft dollar arrangement). We have entered into a soft dollar arrangement with several broker dealers to which it received soft dollars which are then used to obtain eligible investment research and/or brokerage products or services. Eligible soft dollar investment research and/or brokerage products or services received by us may include, but are not limited to, analyses pertaining to specific securities, companies or sectors; market, financial and economic studies and forecasts; financial publications, portfolio management systems, statistical and pricing services, and certain services and software related to the execution, clearing and settlement of securities transactions. Although the commissions paid by our clients shall comply with our duty to obtain best execution, a client may pay a commission that is higher than another qualified broker dealer might charge to effect the same transaction where we determine, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although we will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Although the investment research and/or brokerage products or services that may be obtained by us will generally be used to service all of our clients, a brokerage commission paid by a specific client may be used to pay for research and/or brokerage products or services that are not used in managing that specific client's account. The brokerage commissions

or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, our investment management fee.

Directed Brokerage (Legacy Geneva Accounts)

Clients sometimes also may wish to direct brokerage to another broker or dealer in recognition of custodial or other services provided to the client by that broker or dealer. A client who chooses to direct the use of a particular broker or dealer, as well as a client who uses a broker or dealer as custodian of the client's assets, should consider whether such a direction may result in certain costs or disadvantages to the client, either because the client may pay higher commissions on some transactions than might otherwise be attainable by such broker, or may receive less favorable execution of some transactions, or both. A client who directs their brokerage may also be subject to the disadvantages discussed below regarding allocation of new issues and aggregation of orders. In determining whether to have us



utilize a particular broker or dealer, the client may wish to compare the possible costs or disadvantages of such an arrangement with the value of the custodial or other services provided.

Where a client directs us to use a particular broker or dealer with respect to all transactions for that client's account (including the exclusive use of the trading desk of the custodian to execute transactions for the assets in the account), the client may also be disadvantaged in obtaining allocations of new issues of securities which we purchase or recommend for purchase in other client accounts. It is our policy that client directed brokerage accounts may not participate in the allocations of new issues.

From time to time, we may direct trades to a broker/dealer that employs an individual who is a client of ours. By our executing a trade through that broker/dealer, that employee may receive credit for the trade, including remuneration from his employer; however, we will only utilize such a broker/dealer for the reasons outlined above and not because our client is employed at that firm.

Margin Accounts and Trading on Margin (Legacy Geneva Accounts)

As a policy, the Firm recommends against clients' use of margin accounts, except in specific limited circumstances:

- Check Writing Exception;
- Bridge Loan Exception;
- Hold Account with Margin Exception - to maintain a margin account on a short-term basis; and
- Case-by-Case Basis - in other exceptional circumstances.

A margin account involves an investor borrowing money from their broker/dealer to buy a stock or other security and using that investment as collateral. An investor generally uses margin to increase their purchasing power so that they can own more securities without fully paying for it. Using a margin account, however, can expose an investor to additional risks, including the potential for higher losses and the erosion of account performance over time.

Tradeaway/Prime Broker Fees (Legacy Geneva Accounts)

Relative to its discretionary investment management services, when beneficial to the client, individual equity and/or fixed income transactions may be effected through broker-dealers other than the account custodian, in which event, the client generally will incur both the fee (commission, mark-up/mark-down) charged by the executing broker-dealer and a separate "tradeaway" and/or prime broker fee charged by the account custodian.

Item 12B – Aggregation of Client Orders

It is our policy to execute trades in batch orders when practical. All open orders of the same direction (buy vs. sell) in the same security, placed at the same time will generally be bunched (aggregated) in order to take advantage of reduced fees and favorable execution. When orders are batched, a list of the accounts to be included in the order, along with the quantity for each account is included with the order. Once the order has been executed, shares are allocated to accounts on an average price basis; every account included in the order will receive the same price. If a second batch order for the same security is placed later within the same trading day, the price received for that order is averaged among that second order only, as though the first order did not occur. In other words, we will not average the price received for the first order and the second order, each order is considered separately. If an order is partially filled, the shares bought or sold will be divided among the accounts included in the order on a pro-rated basis. For example, if account A had 15% of the total quantity in the bunched order, account A will receive 15% of the quantity bought or sold if the order is not completely filled.

Aggregation of Client Orders for Legacy Geneva Accounts

Generally, the Firm will aggregate orders (block trade) for all the accounts at a given custodian, with respect to a security if such aggregation is consistent with seeking best execution for the various client accounts at that custodian. When orders are aggregated, each participating account receives the average share price for the transaction and bears



a proportionate share of all transaction costs, based upon each account's participation in the transaction, subject to the Firm's discretion depending on factual or market conditions and the duty to achieve best execution for client accounts. Clients participating in block trading may include proprietary or related accounts. Such accounts are treated as client accounts and are neither given preferential nor inferior treatment versus other client accounts.

Allocations of orders among client accounts must be made in a fair and equitable manner. As a general rule, allocations among accounts with the same or similar investment objectives are made pro rata based upon the size of the accounts. There is no allocation to an account or set of accounts based on account performance or the amount or structure of management fees. However, the following factors may justify an allocation that deviates from the general rule:

- Specific allocations may be chosen based upon an account's existing positions.
- Specific allocations may be chosen because of the cash availability of one or more particular accounts.
- Specific allocations may be chosen based on a partial fill of the block trade.
- Specific allocations may be chosen for tax reasons.

If pro-rata is not possible, we will allocate the trade by filling the accounts in size order (smallest to largest) with the next trade completed in reverse size order (largest to smallest), switching back and forth in a rotational basis. The Firm will receive no additional compensation or remuneration of any kind as a result of the aggregation of client trades.

When we are able to complete a batch transaction in one business day, all accounts at the same custodian receive the same average price for the security being traded. Each custodian will likely receive a different average price. In every batch transaction, this is the goal for the Firm.

Item 13: Review of Accounts

Item 13A – Periodic Review of Client Accounts

If we have discretion over your account, it will be reviewed periodically by your Relationship Manager. In addition, there is a formal, annual review process for each account where we have investment discretion. During the annual review, your relationship manager will review the account to determine if it is in line with the stated investment objective.

In addition to the annual review, our compliance department conducts sample reviews. These reviews are done as part of our regular compliance testing. The compliance testing looks at many aspects of your account such as the records being kept on file, investment objectives, and trade alerts that are set up to ensure any restrictions you place on the account are being followed.

Item 13B – Other Reviews of Client Accounts

As stated in Item 13A above, we have a process in place to ensure that every account that we have discretion over is reviewed at least annually. However, your account is reviewed on an ongoing basis by your primary Relationship Manager, or in his/her absence, a backup Relationship Manager. We monitor account's cash withdrawal needs and income requirements, additions and withdrawals made to your account, changes in your tax or financial circumstances and your investment objectives and any specific guidelines you give us. These factors may cause us to review your account and make changes to how it is being managed. For example, if you add significant assets to your account, you may wish to change your investment objectives. Risk Management and Internal Audit may periodically review accounts as well.

Item 13C – Client Account Reporting

Unless you participate in one of the coordinated service arrangements described in Item 5C above, you may receive account statements from us on a monthly or quarterly basis. The statements can be written or electronic and show the accounts cash position, currently held investments, the market value of your investments, unit cost (per share price), a summary of the transactions that occurred during the period, and a cash reconciliation. You can request more frequent or more detailed reports to fit your personal needs. Also, if you participate in one of our coordinated service arrangements, you can still request that we send you statements in addition to the statements you receive from the program sponsor and/or your financial adviser.

Item 14: Client Referrals and Other Compensation

Item 14A – Compensation Received from Third Parties

We may occasionally receive mixed-use products from a third party as part of the soft dollar arrangements we have with them. As we stated in Item 12A above, when we receive a mixed-use product we make a good faith estimate to determine the portion of the product that is not a research product and pay for that portion with cash from our own funds. Additionally, as described in 5C above, on occasion we receive referral fees when client funds are invested in certain Private Funds.

Item 14B – Compensation to Third Party Service Providers

On occasion we will pay third parties for referring clients to us. There are a variety of ways in which we do this, many of which are detailed in Item 5C above under the coordinated service arrangements heading. Generally we will pay the third party a specified percentage of the fees we receive or we will pay a fixed amount on a monthly or quarterly basis. We review referral compensation arrangements at least annually and either we or the third party that has referred an account to us can terminate our agreement with 30 days prior written notice.

There are third parties, with a Solicitation Agreement originally entered into with Team Geneva who have executed a consent to the assignment of those agreements to us and therefore receive compensation from us. Under these arrangements, the client does not pay higher fees than our normal/typical advisory fees, nor do we pass the cost of the referral fees paid to the referral source along to clients. A referral fee reduces the fee we receive from the client which is then passed along to the referral source.

We acknowledge that these arrangements are governed by Rule 206(4)-3 of the Investment Advisers Act and are also subject to other laws and regulations, including state securities regulations. We believe that the arrangements we have in place fit within all of these laws and regulations.

Item 14C – Client Referrals

We may participate in client referral arrangements with other CIBC affiliates. These referrals are governed by a referral agreement that includes the roles and responsibilities of each party. A referral arrangement may be perceived as a conflict of interest; however, we mitigate this conflict by providing full disclosure of the referral fee to clients and obtaining their written acknowledgment that they are aware of the fee. There is no additional charge to a client if they are referred. The actual referral fee will vary depending on the referrer but is generally a percentage of the annual fee and will be paid for a pre-determined number of years.

Item 15: Custody

We do not take physical custody of your account's assets. We require you to place your assets with a qualified custodian. Your custodian will be responsible for providing you with statements at least quarterly, and some custodians provide statements more frequently than quarterly. You should carefully review the statements you receive from your custodian for accuracy. You should also compare statements you receive from your custodian to



any statements that you receive from us to ensure that the transactions we intended for your account occurred correctly. Not every client of ours receives statements from us. If you are not receiving statements from us and would like to, you can request that we send you statements by contacting your Relationship Manager. See Item 13C above for more information on the statements we provide.

In order to avoid physically taking custody of client assets, we do not accept client securities nor do we accept checks from a third party payable to you (unless they are tax refunds and or proceeds of a securities settlement). Any securities that you wish to have added to your account or checks that you wish to be deposited should be sent directly to your custodian. If you are unsure of how to do this, we can assist you, but we cannot forward these securities or checks to the custodian on your behalf. Any securities or checks we receive will be returned to you within three business days.

Although it is uncommon, our employees are sometimes the trustee of a trust that the firm is performing investment advisory services for. Where that employee is not the trustee due to a prior personal relationship with the client, the SEC considers us to have custody of the account. These accounts are subject to an annual surprise examination by an independent public accountant in order to comply with the SEC's amended rule on the custody of client assets.

Item 16: Investment Discretion

Whether an account is discretionary or non-discretionary, we enter into investment advisory agreements with our clients that outline our responsibilities. Generally, we enter into discretionary investment advisory agreements although on occasion we will enter into a non-discretionary agreement. If you choose to give us discretion to trade your account, we have the authority to supervise and direct investments for your account without getting consent from you prior to each transaction. When we have discretion over your account we determine what securities are bought and sold, the amount of the purchases and sales, the brokers through which the transactions are executed, and the commission rates, if any, that are paid for the transactions. You can put limitations on our discretion by making written requests to us. For example, you can prohibit us from buying specific securities and/or specific industries. You can also direct us to place all of your trades with a particular broker or brokers by agreeing to and signing a directed brokerage addendum to your investment advisory agreement.

Item 17: Voting Client Securities

Item 17A – Voting Policies & Procedures

We generally only vote proxies for accounts governed by the Employee Retirement Income Security Act of 1975 ("ERISA accounts") or accounts that have been established under one of the coordinated service arrangements listed in Item 5A above unless you specifically request that we vote proxies for you. Whether or not we will vote proxies for your account is determined by the contracts we sign with you when your account is opened. If we have voting responsibility for your account, we have policies and procedures in place which we follow when doing so.

We address potential conflicts of interest that can arise when voting proxies for your account by having predetermined voting policies in place. We use a third party research and proxy voting service that gives guidance on how to vote in our clients' best interest. Through this service we vote proxies for client accounts subject to our voting policies, which are updated each year. Currently, our service provider is Institutional Shareholder Services, Inc. ("ISS").

We will vote proxies on your behalf if you elect to have us handle your proxy voting. Records of the votes made are kept for no less than five years. If you decide that you would like to have your proxy vote or votes cast differently from how we would typically vote based on our proxy policies, you can request that we place your vote or votes manually for a specific security or securities. In these cases we will attempt to vote according to your instructions. However, due



to the time sensitive nature of proxy voting and the fact that proxy delivery instructions typically need to be in place weeks before the actual vote, we may not be able to remove your account from ISS's electronic voting systems in time to place your votes on a pending proposal.

If you would like a copy of our proxy voting policies and procedures or would like to know how your proxies were voted, you can obtain that information by sending a request letter to your Relationship Manager or to the following address:

UBSAT Investment Advisers, Inc.
Attn: Compliance Department – Proxy Administrator
100 Federal Street, 37th Floor
Boston, MA 02110

Item 17B – Proxy Voting Authority

If you do not give us authority to vote proxies for your account, proxy ballots will be sent to you directly from your account's custodian. If you have questions about a particular proposal, you can speak to your Relationship Manager as needed.

Item 18: Financial Information

Item 18A – Balance Sheet

Investment advisers that require prepayment of fees more than 6 months in advance are required to provide a copy of their balance sheet. We do not require fees to be prepaid 6 months in advance and therefore this item is not applicable to our business.

Item 18B – Financial Condition

We are not aware of any financial conditions that are likely to impair our ability to meet any of our contractual agreements to you.

Item 18C – Bankruptcies

We have not been subject to any bankruptcy petitions within the last ten years.

Item 19: Requirements for State-Registered Advisers

We are not registered with any state securities authorities and therefore the requirements of Item 19 do not apply to our business.