

**Item 1 – Cover Page**

THE AMERIFLEX GROUP<sup>®</sup>, INC.

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December 31, 2025

This brochure (“brochure”) provides information about the qualifications and business practices of The AmeriFlex Group<sup>®</sup>, Inc. (“AmeriFlex<sup>®</sup>”). If you have any questions about the contents of this brochure, please contact us at the telephone number above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Additional information about AmeriFlex<sup>®</sup> is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for AmeriFlex<sup>®</sup> is 305585.

Please note that the use of the term “registered investment advisor” and description of our firm and/or our associates as “registered” does not imply a certain level of skill or training. Clients are encouraged to review this brochure and any brochure supplements (“brochure supplements”) for more information on the qualifications of our firm and our associates.

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**Item 2 – Material Changes**

The purpose of this section is to discuss the material changes since the last annual update of the AmeriFlex® brochure. This brochure replaces the prior annual update dated March 31, 2025 and contains the following material changes:

- References to Osaic Wealth, Inc and its associated programs were replaced with Cambridge Investment Research, Inc.
- Fee information related to AssetMark’s Advisor Managed Portfolios program were updated.
- References regarding the AssetMark Business Transition Program were removed as they were no longer applicable.
- Information regarding an additional Cambridge platform, CMAP, utilized to provide investment advisory services was included.
- Ownership information was updated to remove reference to Signature Equity Partners, LLC because AmeriFlex® is no longer affiliated through common ownership. Additional language regarding Cambridge Investment Group, Inc was included to describe this affiliation.

We will ensure that all current clients receive a Summary of Material Changes to this and subsequent brochures within 120 days of the close of our fiscal year. A Summary of Material Changes is also included with our brochure on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for AmeriFlex® is set forth on the cover page of this brochure. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new brochure as necessary based on changes or new information, at any time, without charge.

A copy of our firm brochure will be provided to you free of charge by contacting us at the telephone number appearing on the cover page of this brochure.

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## Item 4 – Advisory Business

- A** The AmeriFlex Group®, Inc. (“AmeriFlex®”) is a Nevada corporation founded in 2019 by its Chief Executive Officer, Thomas J. Goodson. The firm is registered as an investment advisor with the SEC. Our principal offices are located in Las Vegas, Nevada.

The information contained in this brochure describes our investment advisory services, practices, and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our services to the needs of our clients. As used throughout this firm brochure, the words “AmeriFlex®,” “firm,” “we,” “our,” and “us” refer to The AmeriFlex Group®, Inc. and its investment advisor representatives (“IARs”), and the words “you,” “your,” and “client” refer to you as either a client or prospective client of our firm.

Our investment advisory services are coordinated and delivered through a network of advisory affiliates (“Advisory Affiliates”), some of whom may conduct investment advisory business under their own independently owned business entity name or trade name. In these instances, the Advisory Affiliate’s business entity name, trade name and/or logo will be used exclusively for marketing purposes, and the investment advisory services you receive from the Advisory Affiliate will be provided through AmeriFlex®. Specifically, the underlying financial advisors of each Advisory Affiliate are registered as IARs of AmeriFlex®. The Advisory Affiliate’s underlying business entity is independently owned and operated, not a registered investment advisor, and is not affiliated with AmeriFlex®.

Prior to forming an investment advisor-client relationship, we may offer a complimentary general consultation to discuss the nature of our service offerings and to determine the possibility of a potential advisory relationship. Investment advisory services begin only after the client and AmeriFlex® formalize their relationship in a written advisory agreement.

- B C** We offer a variety of investment advisory services to clients. Our investment advice is custom tailored according to each client’s unique investor profile.

As described in further detail below in this Item 4, clients may engage certain of AmeriFlex®’s advisory services on either a discretionary or non-discretionary basis. Where you elect to grant us discretionary authority, you authorize us to implement our investment recommendations directly within your account *without* obtaining your specific consent prior to each transaction. The full scope of our discretionary authority is set forth in a written advisory agreement with the client. Where you elect to engage us on a non-discretionary basis, you are free to accept or reject any of our investment recommendations and we will only implement our investment recommendations within your account after receiving your approval to do so. However, we will have the authority to periodically rebalance your account to maintain the initially agreed upon asset allocation without your consent. Please see Item 16 of this brochure for more information on our investment discretion policy.

Clients always have the ability to impose reasonable restrictions on our management of their account(s), including the ability to instruct us not to purchase certain specific securities, types of securities, industry sectors, and/or asset classes. All such requests must be provided to us in writing. While we generally attempt to accommodate client account restrictions, we reserve the right to reject such limitations if we determine that they would frustrate our management of your account or where we otherwise determine they cannot be reasonably accommodated for any other reason, in our sole discretion. We will advise you promptly if we cannot accommodate your investment restrictions.

Our Advisory Affiliates may offer some or all of the following investment advisory services:

Cambridge Managed Account Platform (“CMAP”) is an investment platform offered by Cambridge Investment Research Advisors, Inc (“Cambridge”), a registered investment adviser, that AmeriFlex® utilizes to provide investment advisory services to clients. Client accounts established and maintained under this platform are cleared and custodied at NFS, Pershing, Schwab Advisor Services, or through Fidelity Brokerage Services LLC on their Fidelity Institutional Wealth Services (“FIWS”) platform. Investment advisory services provided under this program are offered on a non-wrap fee basis.

When utilizing this investment platform, our Advisory Affiliates will utilize various investment strategies which they’ve designed to address the investment needs and objectives of clients. Clients are advised to communicate with your Advisory Affiliate for further details about their investment strategies. Clients are further advised that investment strategies and philosophies can vary by Advisory Affiliate. However, all Advisory Affiliates will recommend strategies to each client based upon the that client’s specific financial situation, goals, and needs.

WealthPort Wrap (“WealthPort”) is a wrap program sponsored by Cambridge. AmeriFlex® participates, under a co-advisory relationship with Cambridge, in fee-based services sponsored through Cambridge’s WealthPort Wrap Programs. The wrap fee programs charge an inclusive fee, covering custodial, brokerage, and investment advisory services. All clients placed in the WealthPort Wrap Program are provided with the WealthPort Wrap Brochure before or at the time they enter the program.

Accounts are cleared and custodied at NFS, Pershing, Schwab Advisor Services, or through Fidelity Brokerage Services LLC on their Fidelity Institutional Wealth Services (“FIWS”) platform. The decision to use NFS, Pershing, Schwab, or FIWS is made in conjunction with your Financial Professional. For WealthPort accounts custodied at NFS and Pershing, Cambridge Investment Research, Inc. serves as the introducing broker-dealer.

The following information provides a brief summary of WealthPort Program options available to AmeriFlex®.

**Advisor-Directed Program:** In the WealthPort Advisor-directed Program, AmeriFlex® provides investment management services, defined as giving continuous investment advice to you and makes investments based on your individual needs. Through the Program, we

are responsible for determining investment recommendations and implementing transactions. We actively manage your account(s) in accordance with your individual needs, objectives and risk tolerance.

**CAAP® (Cambridge Asset Allocation Platform):** Within the WealthPort CAAP®, Cambridge has made arrangements with various strategists to provide consulting services in connection with the creation of asset allocation models and the selection of portfolio funds, ETFs, and/or Equities. The client's investment objectives, financial situation, and risk tolerance will be considered. Consultants and/or Portfolio Managers can select their own proprietary funds to be held in a client's portfolio, which creates a conflict of interest in that they will receive a separate and duplicitous form of income from the client when their own proprietary funds have been chosen for the client. CAAP strategists are not affiliated with AmeriFlex® or Cambridge.

**Unified Managed Account (UMA):** The UMA program offers clients the ability to select multiple CAAP® strategies in one account. The UMA holds the investments recommended by each selected strategist in a separate sleeve. Proposal generation tools allow the client's investment advisory representative to customize the asset allocation models on an individualized or generalized basis. Wherein the former allows for a tailored program while the latter may suit larger groups of clients with similar financial needs. The investment advisory representative is then responsible for further tailoring the chosen sleeves to meet their client's individual needs, ongoing due-diligence, rebalancing, and suitability needs as the client's own personal financial situation evolves over time.

All clients are provided with the WealthPort Wrap Brochure before or at the time the client enters into this program. Advisory Representatives of AmeriFlex® who direct clients to the WealthPort Wrap Program provide customized portfolio management solutions based on a client's individual circumstances, risk tolerance, investment objectives, and time horizon on a discretionary basis. AmeriFlex® investment advisory representative will meet with the client at least annually to review personal circumstances and investment objectives and adjust the portfolio's asset allocation as needed.

**Third Party Money Manager Selection and Monitoring Services.** We offer Third Party Money Manager Selection and Monitoring Services that are tailored to your unique financial profile. We will consult with you and review your overall financial circumstances and determine an appropriate set of investment goals, your investment time horizon, and level of risk tolerance. We will also inquire regarding any investment restrictions or limitations you wish to place on the management of your account by any independent third party money managers (each a "TPMM") we may recommend to you. We will use the information gathered during our consultation(s) to recommend appropriate TPMM(s) for management of all or a portion of your investment portfolio. The particular TPMM(s) recommended will depend on your financial circumstances, goals and objectives, desired investment strategy, account size, risk tolerance, and/or other factors. Our IARs will work collaboratively with each client to determine which TPMM(s) may be appropriate. The Client always makes the final decision with respect to the engagement or termination of any recommended TPMM(s).

AmeriFlex® (or a third party retained by AmeriFlex®) shall conduct due diligence on each recommended TPMM prior to making a recommendation to the client. In its review of prospective TPMM's, AmeriFlex® shall consider among other factors, the prospective TPMM's fees and reputation, past performance, financial strength, management, and reporting capabilities, in conjunction with the client's financial profile. After such due diligence is completed, the IAR shall present the client with his or her recommendations to engage one or more TPMM(s) and arrange for the delivery of each recommended TPMM's firm brochure (typically in the form of Form ADV Part 2A) to the client. Clients are encouraged to carefully read and understand this document and to address any questions or concerns with us and/or the recommended TPMM(s) before engaging them for advisory services.

If the client wishes to engage any of the recommended TPMM(s), the IAR shall serve as a "co-advisor" to the client's account together with the recommended TPMM(s). Under this arrangement, the TPMM(s) will be granted discretionary authority to trade the client's account and shall be responsible for portfolio management, best execution, portfolio reporting, trading, trade error resolution, and custodian reconciliations (all of which shall be provided in accordance with the TPMM's firm brochure). The IAR shall maintain an ongoing advisory relationship with the client and act as a "manager of managers" on the client's behalf, monitoring the investment performance of the TPMM(s) engaged by client, making recommendations regarding the termination or reallocation of assets between and among TPMM(s), consulting with the client and the TPMM(s) periodically as required or appropriate, and generally acting as the client's primary advisor.

As a result of AmeriFlex® and the TPMM having different roles, the client shall typically engage each in a separate written agreement. The client will enter a "Portfolio Management Agreement" with AmeriFlex®. This agreement outlines the ongoing services to be provided to the client by AmeriFlex® and the fees associated with those services. It will also allow AmeriFlex® the ability to monitor performance of the TPMM(s) on behalf of the client. The client will also sign a separate written advisory agreement with the selected TPMM(s) that will detail its/their separate services and advisory fees.

**Financial Planning and Consulting Services.** We offer traditional Financial Planning and Consulting Services that are tailored to assist our clients in the management of their financial affairs based on the client's unique financial situation and assets, risk profile, investment time horizon, and investment goals. These services may encompass advice regarding, without limitation, some or all of the following financial topics:

- Cash Flow and Debt; Analysis/Budgeting;
- Asset Protection Strategies;
- Insurance Coverage/Planning Analysis;
- Business Succession/Multi-Generational Planning;
- Retirement and Educational Funding;
- Retirement Income Planning;
- Major Purchase Planning and Advice;
- Executive Compensation Optimization;
- Stock Option Analysis;
- Wealth Management, Asset Allocation, and Investment Portfolio Review;
- Marriage and Divorce Transition



- Estate Planning;
- Tax Mitigation Strategies;
- Planning;
- Charitable Giving; and
- Estate Settlement.

Our written financial plans typically include general recommendations for a course of activity or specific actions to be taken by the client with respect to the covered financial topics. For example, recommendations may be made that the client begin or revise certain investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education savings or charitable giving programs. The client is provided with a written summary of their financial situation, our observations, and financial planning recommendations. For topic specific consulting engagements, we will provide the client with a shorter written report or checklist summarizing our observations and recommended actions for the client to address the selected financial topics.

Our Financial Planning and Consulting Services are provided to you on a non-discretionary basis – you always retain the sole discretion to accept or reject our investment recommendations, in whole or in part – and the responsibility to implement such recommendations utilizing the service providers of your choice. Unless otherwise agreed, the client is solely responsible for the monitoring of the client’s investments under this service. The client is never under any obligation to use AmeriFlex® or any of its representatives to implement any of the financial planning and consulting advice provided.

Our Financial Planning and Consulting Services may include recommendations that the client engage certain third-party professionals, for example, attorneys, accountants, and insurance agents. We do not provide you with any legal, tax, or accounting advice, opinions or documents. We are not liable for the acts, errors or omissions of any recommended third-party providers and do not receive any compensation in connection with referring our clients to any third-party providers.

Our Financial Planning and Consulting Services are available either on an annual (retainer) basis or on a one-time (per project) basis. For annual financial planning engagements, we will deliver an initial written financial plan and meet with the client at least once annually thereafter to review the plan, track the client’s progress towards his or her financial goals, and update the plan accordingly. For one-time financial planning/topical consulting engagements, the client may select a discrete financial topic or topics upon which they would like to receive our financial advice. Once the written financial report or checklist covering the selected topics is delivered to the client, the engagement is concluded and no further update or review of the financial report or checklist is provided unless specifically requested by the client, subject to the client’s payment of additional fees.

One-time Financial Planning and Consulting Services engagements are typically completed within six (6) months of your engagement of our services, assuming that all the information and documents we request from the client are provided to us promptly.

**Non-Discretionary Advisory Services.** We offer Non-Discretionary Advisory Services that are tailored to assist our clients in the management of their financial accounts and



affairs. Our Non-Discretionary Advisory Services are offered on a one-time, ongoing, or periodic basis and include the following offerings:

- **Investment Portfolio Monitoring:** We will periodically monitor your portfolio(s) and provide investment advice on a non-discretionary basis to you via telephone, e-mail, and/or in-person. Investment advice may cover recommendations for asset allocation, investment portfolio construction, investment selection, investment advisor retention, or other services as selected by the client
- **Financial Consulting:** We will assist you in determining your personal financial goals and objectives and offer our recommendations regarding the allocation of your present financial resources among different types of assets.
- **Review of Accounts:** We will perform an annual review and consultation of selected investment accounts and recommend appropriate changes to your investments and recommendations for implementation of such proposed changes.
- **Securities Research:** We will perform investment research and provide advice with respect to specific securities, industries, or market sectors as specified by the client.

Our Non-Discretionary Advisory Services may include recommendations that the client engage certain third-party professionals, for example, attorneys, accountants, and insurance agents. We do not provide you with any legal, tax, or accounting advice, opinions or documents. We are not liable for the acts, errors or omissions of any recommended third-party providers and do not receive any compensation in connection with referring our clients to any third-party providers.

**Retirement Plan Consulting Services.** We offer Retirement Plan Consulting Services to employee benefit plans (each a “Plan”) and their fiduciaries based upon the needs of the Plan and the services requested by the plan sponsor or named fiduciary. At the client’s option and depending on the client’s needs, we can be engaged for these services on a discretionary or non-discretionary basis. Our IARs do not provide legal, tax, accounting or actuarial advice of any kind as part of these services. It is the Plan’s responsibility to ensure that the Plan’s investment policy statement (“IPS”) and asset allocation choices comply with any legal, actuarial or other requirements that apply to the Plan and that the Plan meets tax qualification requirements.

Our Retirement Plan Consulting Services are customized to suit the client, and may include some or all of the following, at the client’s election: discretionary investment management services, non-discretionary investment advice to the Plan and/or its participants; IPS development assistance; plan menu design; review/selection of qualified default investment alternatives; review/selection of designated investment alternatives, recommendation and monitoring of investment options; evaluation of company stock (as an investment option); plan investment objective review; investment monitoring and reporting; plan design analysis; evaluation of service providers and preparation of requests for service; contract negotiation support; ongoing plan operation support; benchmarking studies and reviews; service provider monitoring; service provider transition/plan conversion support; participant education and communication strategy; employee education meetings; group and individual enrollment meetings; participant phone and e-

mail support; delivery of plan communications; review of plan progress against education strategy goals; fiduciary education services to plan committee; attendance and support for plan committee meetings; review of plan committee governance and structure; review of Employee Retirement Income Securities Act of 1974 (“ERISA”) compliance; review of bonding and insurance coverage; and development and maintenance of plan fiduciary file.

NOTE: Certain plans/clients that we may provide services to are regulated under ERISA. We will provide Retirement Plan Consulting Services to the plan sponsor and/or fiduciaries as described above for the fees set forth in Item 5 of this brochure. The consulting services we provide are advisory and may be either discretionary or non-discretionary in nature. In providing services to any Plan and its underlying participants, our status is that of an investment advisor registered with the SEC. We are not subject to any disqualifications under Section 411 of ERISA. In performing fiduciary services for the client, if any, we are acting as a “fiduciary” of the plan as defined in Section 3(21) under ERISA, and in certain instances, as an “investment manager” as defined in Section 3(38) under ERISA. In all cases, our status under ERISA is clearly disclosed in a written advisory agreement. If there is any discrepancy between the disclosures in this paragraph and the agreement, the agreement shall govern.

- D** Wrap Fee Programs. The WealthPort Programs are offered as wrap fee programs, wherein no separate transactions charges apply and a single fee is paid to cover the costs of our advisory services and the transactions in your account. For further details related to the nature of the services and fees associated with participation in the WealthPort Programs, please see the separate written brochures related to each prepared by the WealthPort Program’s sponsor, Cambridge. We will provide copies of these separate brochure(s) to you prior to or concurrent with your enrollment in any of the WealthPort Programs. Please read each applicable brochure thoroughly before investing. You may contact us or Cambridge if you have any questions regarding the WealthPort Programs.

Types of Investments Recommended. While we do not recommend one particular type of investment or asset class over any other, we primarily advise our clients regarding investments in equity securities (stocks), mutual funds, ETFs, REITs, corporate debt securities (bonds), and variable products (life insurance and annuities), and the engagement of suitable TPMMs and/or Program Managers (in the context of the WealthPort Programs). Depending on the client’s financial circumstances, our investment advice may also concern other instruments, including, without limitation, options on equity securities, municipal securities, exchange traded notes, money market accounts, and U.S. government securities, among others. We may also provide advice on any type of “legacy investments” held in the client’s portfolio at the inception of our advisory relationship.

Cash holdings are at times utilized within IARs’ investment strategies for clients with generally more conservative investor profiles where securities, bonds, or other investment choices may not be appropriate. Cash holdings are also typically utilized within IARs’ active/tactical investment management strategies for temporary liquidity purposes until an appropriate security position(s) can be identified and purchased.

Please see Item 8 of this brochure or a description of the investment strategies we typically implement in client accounts.

- E** Assets Under Management. As of December 2024, we managed approximately \$2,972,425,012 of client assets on a non-discretionary basis and \$6,383,388,259 of client assets on a discretionary basis.

## Item 5 – Fees and Compensation

- A B** Fees for Cambridge Managed Account Platform Accounts. We offer CMAP accounts on a non-wrap fee basis meaning that advisory fees we charge are separate from charges associated with clients' accounts custodied at NFS, Pershing, Schwab Advisor Services, or through Fidelity Brokerage Services LLC on their FIWS platform. For more information on any custodial account charges, please refer to the custodian's account establishment documentation.

Each of our IARs negotiates his or her own account fee schedule. Fees are charged on a monthly or quarterly basis, in advance or in arrears, based upon a percentage of the market value of the assets, including cash holdings, held in your account as of the last business day of the preceding calendar month or quarter. Your account fees are negotiable and will be debited from your account held at the custodian. If you terminate your relationship with us, you will be entitled to a pro-rata refund of any pre-paid fees based upon the number of days remaining after the date upon which the notice of termination is received. Please refer to the advisory agreement that you sign with your Advisor Affiliate for these details.

Mutual funds and ETFs invested in your account have their own internal fees which are separate and in addition to the advisory fees paid to our firm. For more information on these fees, please see the applicable fund prospectus.

Fees for Advisor Managed Portfolios Accounts. We offer Advisor Managed Portfolios as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account").

You will pay our firm a monthly or quarterly account fee, in advance or in arrears, based upon a percentage of the market value of the assets, including cash holdings, held in your account as of the last business day of the preceding calendar month or quarter. Your account fees are negotiable and will be debited from your account held at the custodian. If you terminate your participation in this program, you will be entitled to a pro-rata refund of any pre-paid fees based upon the number of days remaining after the date upon which the notice of termination is received. Additionally, clients with Advisor Managed Portfolios Accounts on the AssetMark platform will also be responsible for the AssetMark platform fee. For more information on this fee, see the AssetMark disclosure documents.

Each of our IARs negotiates his or her own account fee schedule with respect to the Advisor Managed Portfolios.

Mutual funds and ETFs invested in your Advisor Managed Portfolios account have their own internal fees which are separate and in addition to the program account fees paid to our firm. For more information on these fees, see the applicable fund prospectus.

Some mutual fund fees include 12b-1 fees which are internal distribution fees assessed by the fund, all or a portion of which are paid to the distributor(s) of such mutual funds. Our firm and your IAR do not retain 12b-1 fees paid by mutual funds.

Fees for CAAP® and UMA. We offer CAAP® and UMA Portfolios as accounts where no separate transactions charges apply and a single fee is paid for all advisory services and transactions (*e.g.*, a Wrap Account).

You will pay a monthly or quarterly account fee, in advance or in arrears, based upon a percentage of the market value of the assets held in your account as of the last business day of the preceding calendar month or quarter. Your account fees are negotiable and will be debited from your account by the custodian. If you terminate your participation in this program, you will be entitled to a pro rata refund of any pre-paid fees based upon the number of days remaining after the date upon which the notice of termination is received.

Each of our IARs negotiates his or her own account fee schedule for these WealthPort Programs.

The account fees paid by the client include portions paid to your IAR (“Advisor Fees”), as well as to our firm, the custodian, Cambridge (“Platform Fee”), and the Program Manager(s) selected (“Program Fees”). Advisor Fees are set independently regardless of the Program Manager(s) selected. Mutual funds and ETFs invested in the account also have their own internal fees (“internal fund expenses”) which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus).

Since fees billed to your WealthPort Program account(s) are comprised of Program fees, Platform fees, and Advisor fees, your IAR has an incentive to recommend this WealthPort Program and select Program Managers with lower program fees in order to increase the portion of the account fees retained by the IAR. You and your IAR should consider this conflict of interest and the overall program fees and expenses, including internal fund expenses, when selecting Program Managers and other portfolio investments within this investment program.

For complete fee and termination details, including account fee schedule guidelines, please see the separate written brochure(s) related to these investment programs prepared by the WealthPort Program’s sponsor, Cambridge. We will provide this separate brochure to you prior to or concurrent with your enrollment either of these investment programs. Please read it thoroughly before investing.

Fees for Third Party Money Manager Selection and Monitoring Services. Advisory fees for these services consist of an annual account fee calculated as a percentage of the market value of the client’s assets under management as determined by the custodian. You will

pay the account fee quarterly or monthly, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding period. If you terminate your participation in this program, you will be entitled to a pro rata refund of any pre-paid fees based upon the number of days remaining in the period after the date upon which the notice of termination is received.

The annual fee consists of two components: (1) the IAR's advisory fee and (2) an advisory fee paid to the selected TPMM(s). Each of our IARs negotiates his or her own fee schedule with respect to the first component of the annual fee, which typically ranges between 0.25% and 1.25% per year. The TPMM's selected by the client independently determine the amount and payment terms of the second component of the annual fee. Depending on the TPMM(s) selected by the client, the TPMM portion of the fee may be represented on the client account statement as one line item or two separate line items distinguishing the fee being paid to the TPMM and the fee being paid to the IAR. The advisory fee will be deducted from the client's account which is established at the preferred custodian of the selected TPMM(s). TPMM fees for services provided (which may include a supervisory or administrative fee remitted back to the IAR's associated broker-dealer), their payment structure, termination provisions and other aspects of the TPMM's investment advisory program are detailed and disclosed in the TPMM's disclosure documents, which include, without limitation, the TPMM's Form ADV Part 2A and/or any associated wrap fee brochure(s), the TPMM's separate advisory agreement with the client, the TPMM's account opening documents, and/or those of the TPMM's recommended account custodian.

Where the client engages only a single TPMM, agreements for Third Party Money Manager Selection and Monitoring Services terminate upon the termination of the underlying advisory agreement executed by the client and the sole underlying TPMM. Where multiple TPMM(s) are engaged, the termination of any individual TPMM, so long as at least one TPMM engagement is still active, will not terminate our services to the client. The client may terminate our services within five (5) business days of execution of an advisory agreement, without cost or penalty. If you terminate your participation in this program, you will be entitled to a pro rata refund of any pre-paid fees based upon the number of days remaining in the period after the date upon which the notice of termination is received. Termination provisions relating to the services of any TPMM(s) are set forth in their separate advisory agreement with the client.

Fees for Financial Planning Services. Our IARs charge fixed fees (typically ranging from \$500-\$10,000) and/or hourly fees (typically ranging from \$50-\$300 per hour) for Financial Planning and Consulting Services. The amount of any fixed fee or the hourly fee rate applicable to your engagement is determined prior to the commencement of services based on the IAR's expectation of the complexity, time, research, and resources required to complete the requested financial planning services. Fixed fees must be paid in full at the commencement of our relationship or in periodic installments as set forth in the written financial planning or consulting agreement with the client. Hourly fees are invoiced to the client and paid in full upon delivery of the written financial plan, report or checklist.

Financial Planning and Consulting Services engagements may be terminated by the client within five (5) days of the execution of a written agreement for services, without cost or penalty. Thereafter, such engagements may be terminated at any time by either party, on thirty (30) days' written notice to the non-terminating party. In the event of such termination, we shall be compensated with a pro-rated portion of the agreed upon fees based upon either the hours actually billed for hourly billing arrangements or, in the case of fixed fee arrangements, based upon our good faith determination (which shall be conclusive and binding) of the total percentage of work completed at the time of termination. Any excess pre-paid fees will be returned to the client. Any fees incurred but not yet billed shall be immediately due and payable to our firm.

Our advisory fees for Financial Planning and Consulting Services are generally negotiable and individual clients may enter fee arrangements with us that are materially different from those described above.

Fees for Non-Discretionary Advisory Services. Our IARs charge fixed fees (typically ranging from \$500-\$10,000) and/or hourly fees (typically ranging from \$50-\$300 per hour) for Non-Discretionary Advisory Services. The amount of any fixed fee or the hourly fee rate applicable to your engagement is determined prior to the commencement of services based on the IAR's expectation of the complexity, time, research, and resources required to complete the requested services. Fixed fees must be paid in full at the commencement of our relationship or in periodic installments as set forth in the written financial planning or consulting agreement with the client. Hourly fees are invoiced to the client and paid in full upon completion of the applicable service.

Non-Discretionary Advisory Services engagements may be terminated by the client within five (5) days of the execution of a written agreement for services, without cost or penalty. Thereafter, such engagements may be terminated at any time by either party, on thirty (30) days' written notice to the non-terminating party. In the event of such termination, we shall be compensated with a pro-rated portion of the agreed upon fees based upon either the hours actually billed for hourly billing arrangements or, in the case of fixed fee arrangements, based upon our good faith determination (which shall be conclusive and binding) of the total percentage of work completed at the time of termination. Any excess pre-paid fees will be returned to the client. Any fees incurred but not yet billed shall be immediately due and payable to our firm.

Our advisory fees for Non-Discretionary Advisory Services are generally negotiable and individual clients may enter fee arrangements with us that are materially different from those described above.

Fees for Retirement Plan Consulting Services. Advisory fees for Retirement Plan Consulting Services typically consist of either fixed annual fees or annual fees calculated as a percentage of the market value of the client's assets under management (typically ranging from 0.50% to 2.00% per year). Unless otherwise agreed, all such fees are payable quarterly, in arrears, from Plan assets and due thirty (30) days from the date of our delivery of an invoice (end of the quarter) to the client. This fee does not include certain indirect compensation that maybe received by the servicing IAR, including promoter's fees



received from third party money managers in connection with non-fiduciary services (if applicable) and/or 12b-1 fees, revenue sharing or other forms of indirect compensation in connection with mutual fund investments allowable under applicable authority, as disclosed on the following website <https://www.joincambridge.com/investors/cambridge-disclosures/> and in the written agreement entered with the client.

Retirement Plan Consulting Services engagements may be terminated by the client within five (5) days of the execution of a written agreement for services, without cost or penalty. Thereafter, such engagements may be terminated at any time by either party, on thirty (30) days' written notice to the non-terminating party. In the event of such termination, we will deliver a final billing statement to the Plan for payment of fees for unbilled work performed prior to termination and reimbursement of expenses incurred through the effective date of termination, and the Plan will have a period of thirty (30) days within which to deliver payment. Any unearned fees will be refunded to the client.

Our advisory fees for Retirement Plan Consulting Services are generally negotiable and individual clients may enter fee arrangements with us that are materially different from those described above.

- C** Additional Fees and Expenses. As part of our investment advisory services, we may recommend that you invest in mutual funds, ETFs, real estate investment trusts ("REITs"), variable products, and/or separately managed accounts managed directly by TPMMs. The fees that you pay to our firm are separate and distinct from the internal management fees and other expenses that may be charged to you by mutual funds, ETFs, REITs, variable products, and/or TPMMs. Except for Wrap Accounts, you will also pay the custodian of your account transaction charges, custodial, and/or brokerage fees and commissions, mark-ups and mark-downs, spreads paid to market makers, wire transfer fees and other fees and taxes associated with activity in your account. To fully understand the total cost you will incur you should review the prospectus of each mutual fund, ETF, REIT, variable product, and/or TPMM advisory program in which you are invested and the contractual arrangement with the custodian of your account. For information on our brokerage practices, please refer to Item 12 of this brochure

While we believe our advisory fees to be reasonable for the services provided, you are advised that lower fees for comparable services may be available from other sources.

NOTE REGARDING WRAP ACCOUNT PROGRAMS: For Wrap Accounts, the fees for transactions executed in your account and fees charged by any Program Manager are included in your quarterly account fee. As a result, we may charge you a higher quarterly account fee for a Wrap Account than a Non-Wrap account with separate advisory fees and transaction charges. Please consider that depending upon the level of the wrap fee charges, the amount of portfolio activity in the account, the value of services that are provided under the investment program, and other factors, the wrap fee may or may not exceed the aggregate cost of services if they were to be provided separately. Generally, wrap programs are relatively less expensive for actively traded accounts. However, they may result in higher overall costs to the client in accounts that experience little trading activity.



The Wrap Fee structure of certain WealthPort Programs may create an incentive for our IARs to trade your account less often or to invest your account in certain securities where transaction charges may be waived or reduced by the clearing firm or product sponsor. This creates a conflict of interest that you should consider when agreeing to participate in any of the WealthPort Programs.

**D** Our termination policies are described above in this Item 5.

**E** Compensation for Sale of Securities. Most, if not all, of AmeriFlex®'s IARs are concurrently registered as “registered representatives” of Cambridge Investment Research, Inc (“Cambridge”), a registered broker/dealer, member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investors Protection Corporation (“SIPC”) (each a “Dually Registered Person”). Cambridge is not otherwise affiliated with our firm. Clients can enter into a separate commission-based arrangement with such individuals (but not with AmeriFlex® directly) and Cambridge for securities brokerage services (a “Brokerage Arrangement”). Investments made through the Brokerage Relationship may be separate from the advisory services we provide to you, and therefore, AmeriFlex® does not have a fiduciary duty over such Brokerage Relationship recommendations.

Under the foregoing arrangement, these Dually Registered Persons, acting in their capacity as registered representatives of Cambridge, may receive commissions, ongoing distribution fees (*i.e.*, trails), and other compensation based on sales of securities to clients. This creates a conflict of interest insofar as such Dually Registered Persons may have a financial incentive to sell securities to clients for which they may collect commissions. Alternatively, they may have an incentive to forego providing you with advisory services when appropriate, and instead recommend the purchase of commissionable investments, if they deem that the payout for recommending the purchase of these investments would be higher than providing management advice on these products for an advisory fee. Clients are advised that fees paid to AmeriFlex® for investment advisory services are separate and distinct from the commissions and/or other forms of compensation that may be earned by any Dually Registered Persons for selling securities products to clients through Cambridge.

The receipt of securities related commissions by an individual associated with the firm presents a conflict of interest. As fiduciaries we must act primarily for the benefit of our investment advisory clients. As such, we will only transact securities related business with clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to our representatives and affiliates are appropriate. Clients are informed that they are under no obligation to use any individual associated with our firm for the purchase of securities products or services. Clients may use any broker-dealer they choose for purchase of these products and services. We encourage you to ask us about the conflicts of interest presented by the dual registration of our IARs.

Compensation for Sale of Insurance Products. Certain of our Advisory Affiliates are licensed insurance agencies and/or some of our IARs are independently licensed on an individual basis to sell insurance in one or more states acting as direct agent representatives of a specific insurance company or companies. Insurance related business is transacted

with advisory clients and licensed individuals may receive commissions from insurance products sold to clients. Clients are advised that the fees paid to AmeriFlex® for investment advisory services are separate and distinct from the commissions earned by any individual (or insurance agency) for selling insurance products to clients. If requested by a client, we will disclose the amount of commissions expected to be paid.

The receipt of insurance related commissions by any individual or Advisory Affiliate associated with AmeriFlex® presents a conflict of interest. As fiduciaries we must act primarily for the benefit of our investment advisory clients. As such, we will only transact insurance related business with clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to our representatives and affiliates are appropriate. Clients are informed that they are under no obligation to use any individual associated with our firm for the purchase of insurance products or services. Clients may use any insurance firm or agent they choose for purchase of these products and services. We encourage you to ask us about the conflicts of interest presented by the insurance licensure of our Advisory Affiliates and IARs.

Cambridge Incentive Compensation. Cambridge has an incentive compensation program which incentivizes AmeriFlex® and Dually Registered Persons on new assets that are brought into the WealthPort program. Compensation will be calculated as a percentage of the AUM added above a certain minimum by AmeriFlex® and each Dually Registered Person to the WealthPort program and paid in the form of a forgivable loan. Acceptance of this incentive compensation creates a potential conflict of interest because AmeriFlex® and Dually Registered Persons are incentivized to direct client assets to the WealthPort program through Cambridge rather than utilizing other managers, programs, or firms that may be more beneficial to clients. To mitigate this conflict, we acknowledge that we are fiduciaries to our investment advisory clients. As fiduciaries we must act first and foremost for the benefit of our investment advisory clients. As such, we are expected to only provide recommendations and transact securities related business with clients when fully disclosed, suitable, and appropriate. We encourage you to ask us about the conflicts of interest presented by these incentive compensation programs that are available to our Advisory Affiliates and IARs.

Individual Retirement Account Rollover Disclosure. As part of our investment advisory services to you, we may recommend that you roll assets from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, an "IRA Account") that we will manage on your behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts. When we provide any of the foregoing rollover recommendations we are acting as fiduciaries within the meaning of Title I of the ERISA and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts.

If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the advisory agreement you executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to

recommend the rollover to you (*i.e.*, receipt of additional fee-based compensation). You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule that requires us to act in your best interests and not put our interests ahead of yours.

Under this special rule's provisions, we must:

- meet a professional standard of care when making investment recommendations (give prudent advice);
- never put our financial interests ahead of yours when making recommendations (give loyal advice);
- avoid misleading statements about conflicts of interest, fees, and investments;
- follow policies and procedures designed to ensure that we give advice that is in your best interests;
- charge no more than a reasonable fee for our services; and
- give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover.

Note that an employee will typically have four options in this situation:

1. leaving the funds in your employer's (former employer's) plan;
2. moving the funds to a new employer's retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the advantages and disadvantages of both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

As an alternative to providing you with a rollover recommendation, we may instead take an entirely educational approach in accordance with the U.S. Department of Labor's Interpretive Bulletin 96-1. Under this approach, our role will be limited only to providing you with general educational materials regarding the pros and cons of rollover transactions. We may make no recommendation to you regarding the prospective rollover of your assets and you are advised to speak with your trusted tax and legal advisors with respect to rollover decisions. As part of this educational approach, we will provide you with materials discussing some or all of the following topics: the general pros and cons of rollover transactions; the benefits of retirement plan participation; the impact of pre-retirement

withdrawals on retirement income; the investment options available inside your Plan Account; and high level discussion of general investment concepts (e.g., risk versus return, the benefits of diversification and asset allocation, historical returns of certain asset classes, etc.). We may also provide you with questionnaires and/or interactive investment materials that may provide a means for you to independently determine your future retirement income needs and to assess the impact of different asset allocations on your retirement income. You will make the final rollover decision.

### **Item 6 – Performance-Based Fees and Side-By-Side Management**

We do not charge any performance-based fees for our services or engage in side-by-side management of accounts.

AmeriFlex®, its employees, staff, and its IARs (collectively, “Associated Persons”) may manage accounts which belong either to themselves, individually, or to their family or their affiliates (collectively, “Proprietary Accounts”) while simultaneously managing client accounts. It is possible that orders for Proprietary Accounts may be entered opposite to orders for client accounts, pursuant to, for instance, a neutral allocation system, a different trading strategy, or trading at a different risk level. The management of any Proprietary Account is subject to our Code of Ethics and the duty of our firm and its Associated Persons to exercise good faith and fairness in all matters affecting client accounts.

### **Item 7 – Types of Clients**

We typically provide investment advice to individuals, high net worth individuals, pension and profit sharing plans and their participants, corporations and other business entities. Because each client is unique, they must be willing to be involved in the planning and ongoing processes of our management of their account. Such involvement does not have to be time consuming, however we want our clients to remain informed and have a sense of security about their investments.

The WealthPort Programs may require that you meet certain minimum account size and/or fee requirements to open or maintain an advisory account. For further details related to these requirements, please see the separate written brochures related to each prepared by the WealthPort Program’s sponsor, Cambridge.

While we generally do not require any minimum account size to engage our Third Party Money Manager Selection and Monitoring Services, certain TPMMs we may recommend to you under this program may have account opening minimums, account maintenance requirements, and/or minimum fee requirements. These minimums are generally non-negotiable and out outside of our control. Please consult the disclosure brochure of the recommended TPMM for more information on any account opening or minimum fee requirements.

There is no minimum opening account size or fee in connection with our Financial Planning and Consulting Services, Non-Discretionary Advisory Services, or Retirement Plan Consulting Services.

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

### A Our Methods of Analysis and Investment Strategies

The types of investments we typically recommend are discussed in Item 4 of this brochure.

We may use some or all of the following methods of analysis in providing investment advice to you:

Fundamental Analysis. Fundamental Analysis. In using fundamental analysis, we attempt to determine the intrinsic value of target securities through a review of, among other things, company specific financial disclosures, the strength and track record of management personnel, industry sector financial health, and at a macro level, the overall direction of the economy at large. We use this information as a basis to determine if such securities are underpriced or overpriced relative to current market prices and then to make a buy or sell recommendation to you.

Relying on this type of analysis leaves open the risk that the price of a security may move along with the overall direction of the market, irrespective of the economic and financial factors which may have indicated that an opposite movement would have been expected. The main sources of information we rely upon when researching and analyzing securities using fundamental analysis include research materials prepared by others, annual reports, corporate rating services, prospectuses, and company press releases.

Technical Analysis. We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company or security. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of overall market movement.

Asset Allocation. Rather than focusing on selecting the particular securities or other assets to invest for your account, we attempt to identify an appropriate ratio of various types of investments (for example, stocks, fixed income, and cash) suitable to investment goals, time horizon, and risk tolerance. A risk of asset allocation is that you may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate to meet with your investment goals.

Mutual Fund and ETF Selection and Analysis. We evaluate and select mutual funds and/or ETFs for your account based on several factors which may include, without limitation, (1) the experience and track record of the underlying portfolio manager(s), (2) the performance of the mutual fund or ETF over time and through various market conditions; (3) expected market conditions that might impact the underlying holdings of the mutual fund or ETF or applicable market sector; and (4) whether and to what extent the underlying holdings of

the mutual fund or ETF overlap with other assets held in your account. We also monitor the mutual fund or ETF in an attempt to determine if the fund is continuing to follow its stated investment strategy.

A risk of mutual funds and ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A fund manager's past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of the fund are determined by independent fund managers and may change overtime without advance warning, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping holdings should decrease. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the mutual fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

TPMM Selection and Analysis. This is the analysis of the experience, investment philosophies, and past performance of independent TPMMs (including Program Managers selected under and WealthPort Program) in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. Key factors we consider when evaluating TPMMs are their investment process and philosophy, risk management methods and procedures, historical performance, investment strategy and style, fees and operating expenses, assets under management and number of clients, and tax-efficiencies. Our evaluation may also incorporate both qualitative and quantitative fundamental analysis to validate and confirm a TPMM's investment style and skill, as well as to compare them to other managers of similar style. We may utilize various research databases, proprietary models, financial periodicals, prospectuses and filings with the SEC, industry contacts and manager data, among other items, as part of the research process. Monitoring the TPMM's underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment may complete the analysis. As part of the due-diligence process, the TPMM's compliance and business enterprise risks may be surveyed and reviewed.

Methods of analysis such as charting, fundamental, technical, or cyclical analysis and/or other methods may be used by the TPMMs we help select or recommend to clients. Please refer to the disclosure brochure of the TPMM for more information.

We typically use the following investment strategies in managing client accounts:

Long-term Purchases. We primarily take a long term, passive, "buy and hold" approach to investing client assets. In this type of investment strategy, we suggest the purchase of securities with the idea of holding them in a portfolio for a year or longer. Typically, we employ this strategy when (1) we believe the securities to be currently undervalued, and/or (2) we want the portfolio to have exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client.



Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the recommendation to sell.

Short-term purchases. When utilizing this strategy, we may suggest the purchase of securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we recommend for purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss. In addition, this strategy involves more frequent trading than does a longer-term strategy, and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

- B** We use our best judgment and good faith efforts in rendering investment advice to our clients. We cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time. Not every investment recommendation we make will be profitable. **Investing in securities involves risk of loss that clients should be prepared to bear.** You assume all market risk involved in the investment of your account assets. Investments are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to you for:

- any loss that you may suffer by reason of any investment recommendation we made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or
- any independent act or failure to act by a custodian of your account(s).

- C** Summary of Investment Risks. While all investing involves risks and losses can and will occur, our advisory services generally recommend a broad and diversified allocation of mutual funds and other securities intended to reduce the specific risks associated with a concentrated or undiversified portfolio. Nonetheless, investing in securities involves risk of loss that clients should be prepared to bear. You should consider the following high-level summary of investment risks. This list is not intended to be an exhaustive description of all risks you may encounter in engaging our firm for advisory services. We encourage you to inquire with us frequently about the risks related to any investments in your account.

Risk of Loss. Securities investments are not guaranteed, and you may lose money on your investments. As with any investment manager that invests in common stocks and other equity securities, our investment recommendations are subject to market risk—the possibility that securities prices will decline over short or extended periods of time. As a result, the value of your account(s) will fluctuate with the market, and you could lose money over short or long periods of time. You should recognize whenever you determine to invest in the securities markets your entire investment is at risk. Clients should not invest money if they are unable to bear the risk of total loss of their investments.



Economic Risk. The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings in such countries, the investment instrument will generally be subject to a higher level of economic risk.

Market Risk. The value of your portfolio may decrease if the value of an individual company or multiple companies in the portfolio decreases or if our belief about a company's intrinsic worth is incorrect. Further, regardless of how well individual companies perform, the value of your portfolio could also decrease if there are deteriorating economic or market conditions. It is important to understand that the value of your investment may fall, sometimes sharply, in response to changes in the market, and you could lose money. Investment risks include price risk as may be observed by a drop in a security's price due to company specific events (e.g., earnings disappointment or downgrade in the rating of a bond) or general market risk (e.g., such as a "bear" market when stock values fall in general). For fixed-income securities, a period of rising interest rates could erode the value of a bond since bond values generally fall as bond yields go up. Past performance is not a guarantee of future returns.

TPMM Risks. A TPMM's (including any Program Managers under any WealthPort Program) past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of your TPMM Account(s) are determined by TPMM directly, and may change overtime without advance warning to us, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping holdings should decrease. There is also a risk that a TPMM may deviate from the stated investment mandate or strategy of the account, which could make the holding(s) less suitable for the client's portfolio. Our firm does not control any TPMM's daily business and compliance operations, and thus our firm may be unaware of any lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Risks Related to Analysis Methods. Our analysis of securities relies in part on the assumption that the issuers whose securities we recommend for purchase and sale, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

Securities Transactions at the Direction of Clients. Irrespective of whether you engage us on a discretionary or non-discretionary basis, the client always maintains the concurrent ability to make transactions within the client's account held at Custodian. Our firm is not responsible for the consequences of the client's self-directed investment decisions.

Interim Changes in Client Risk Tolerance and Financial Outlook. The particular investments recommended by our firm are based solely upon the investment objectives and financial circumstances disclosed to us by the client. While we strive to meet with clients at regular intervals (at least annually, unless otherwise agreed) to discuss any changes in the client's financial circumstances, the lack of constant and continuous communication presents a risk insofar as your liquidity, net worth, risk tolerance and/or investment goals could change abruptly, with no advance notice to our firm, resulting in a mis-aligned investment portfolio and the potential for losses or other negative financial consequences.

**It is your continuing and exclusive responsibility to give us complete information and to notify us of any changes in your financial circumstances, income level, investment goals or employment status. We encourage you to contact us regularly and promptly to discuss any such changes.**

## **Item 9 – Disciplinary Information**

AmeriFlex® is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. No principal or person associated with our firm has any information to disclose which is applicable to this Item.

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

- A**     Registration as a Broker-Dealer or Registered Representative of a Broker-Dealer. AmeriFlex® is not registered as a broker-dealer; however, as disclosed at Item 5, certain IARs of our firm may concurrently act as registered representatives of Cambridge. Please see Item 5 for disclosure of the conflicts of interest presented by this arrangement and how we address them.

Additionally, AmeriFlex's® affiliate through shared ownership, AmeriFlex Group Securities, Inc. ("AGS") is registered as a broker-dealer with the SEC and an FINRA member firm. AGS seeks these registrations solely for the purpose of receiving commission compensation generated by Cambridge brokerage activities. AGS will not be directly conducting any brokerage activities with any AmeriFlex® clients. As a result, there is no conflict of interest to disclose.

- B**     Futures or Commodities Registration. Neither AmeriFlex® nor any of its personnel are or intend to become registered as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of any of the foregoing.
- C**     Material Relationships. In addition to the relationships and affiliations described in Item 5 of this brochure, and since our Advisory Affiliates may conduct their investment advisory business under their own independently owned business entity, they have the ability to

engage in certain other business activities separate from the investment advisory activities they conduct through AmeriFlex®. Some of AmeriFlex®'s IARs are permitted to be employed by, or own, a financial services business entity, including an investment advisor business, separate from AmeriFlex®. Although this is not considered a conflict of interest, clients should be aware that these situations can exist. Such outside business activities may include, without limitation, offerings of tax preparation, legal, insurance, and/or real estate services. These outside business activities are disclosed in the individual Form ADV Part 2B brochure supplements related to each of our IARs. Clients are never obligated to engage any of our IARs or Advisory Affiliates for any tax preparation, legal, insurance and/or real estate related services.

As described in Item 5, since fees billed to CAAP® and UMA Portfolios are comprised of both Program fees and Advisor fees, your IAR may have an incentive to select Program Managers with lower Program Fees in order to increase the portion of the account fees retained by the IAR. You and your IAR should consider this conflict of interest and the overall program fees and expenses, including internal fund expenses, when selecting these underlying managers and other portfolio investments.

AmeriFlex® has relationships with third party vendors and product/service providers who from time to time may participate in and help to offset our expenses in connection with internal advisor conferences and events conducted by AmeriFlex®. This arrangement creates a financial incentive for AmeriFlex® to promote the products and/or services of the participating vendors over those of other vendors. We address this conflict of interest with our Code of Ethics and internal compliance policies and procedures designed to uphold our fiduciary duty to our Clients. More information about our Code of Ethics is available in Item 11 below.

Cambridge Investment Group, Inc (“CIG”) is a minority owner of AmeriFlex® and a majority owner of Cambridge. AmeriFlex® is separately operated and independently run from CIG and Cambridge. As a minority owner of AmeriFlex®, CIG will benefit the overall growth and profitability of AmeriFlex®. This creates a financial incentive for CIG and Cambridge to promote the business of AmeriFlex® and its IARs. The common ownership of AmeriFlex® and Cambridge by CIG creates an incentive for AmeriFlex® IARs to recommend Cambridge investment programs and services. We address this conflict of interest with our Code of Ethics and internal compliance policies and procedures designed to uphold our fiduciary duty to our clients.

AmeriFlex® does not have any other relationships, activities, affiliations or arrangements beyond those described above that create a material conflict of interest with its clients.

- D** Recommendation of Other Advisors. We recommend TPMMs to clients as part of various different investment advisory services as described in Item 4 of this brochure. We do not receive any additional compensation, either directly or indirectly, in connection with recommendations or allocations of client accounts to TPMMs.

**Item 11 – Code of Ethics, Participation or Interest in Client Transaction & Personal Trading**

- A** Our Code of Ethics. We subscribe to an ethical and high standard of conduct in all our business activity in order to fulfill the fiduciary duty we owe to our clients. Included in these ethical obligations is the duty to put our client's interests ahead of our own along with duties of loyalty, fairness, and good faith towards our clients. We disclose to clients material conflicts of interest which could reasonably be expected to impair our rendering of unbiased and objective advice.

AmeriFlex® has a Code of Ethics ("Code") which all its Associated Persons are required to follow. The Code outlines proper conduct related to all services provided to clients and will be made available to you, free of charge, upon request by contacting us at the phone number and e-mail address listed on the cover page of this brochure. Prompt reporting of internal violations is mandatory. AmeriFlex®'s Chief Compliance Officer, Diana Heu, evaluates the performance of our Associated Persons to ensure compliance with our Code. Please contact Ms. Heu at the telephone number found on the cover page of this brochure if you would like to receive a free copy of our Code.

Designed to prevent conflicts of interest between the financial interests of clients and the interests of the firm and our Associated Persons, the Code requires, among other procedures, our "access persons" to report their personal securities transactions quarterly and to report all securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain Associated Persons' securities purchases and sales based on transactions made, or anticipated to be made, in the same securities which may be purchased or sold for client accounts. The Code is required to be reviewed annually and updated as necessary.

- B-D** Material/Proprietary Interests in Securities Recommended to Clients. Our firm and our Associated Persons do not have any proprietary or material interests in or any role in the management of any companies or investments that we recommend to our clients.

Personal Trading; Participation or Interest in Client Transactions. As described in Item 6 of this brochure, AmeriFlex® and/or its Associated Persons may manage Proprietary Accounts. Proprietary Accounts may buy and sell some the same securities as we buy or sell for client accounts. This practice creates an actual conflict of interest with our clients insofar as our firm or its Associated Persons may have a financial incentive to trade in securities for Proprietary Accounts in advance of or opposite to transactions in the same securities for client accounts. To address this conflict, our policy is that, assuming the purchase or sale is otherwise appropriate for the subject client accounts, we will purchase or sell securities for our clients' accounts, as the case may be, before purchasing or selling any of the same securities for any Proprietary Accounts. In some cases we may buy or sell securities for our own account for reasons not related to the strategies adopted by our clients.

In summary, our practice of buying and selling for Proprietary Accounts the same securities that we buy or sell for client accounts is restricted by the following controls:

- We are required to uphold our fiduciary duty to our clients;
- We are prohibited from misusing information about our clients' securities holdings or transactions to gain any undue advantage for ourselves or others;
- We are prohibited from buying or selling any security that we are currently recommending for client accounts, unless we place our orders after client orders have been executed; and
- We are required to periodically report our securities holdings and transactions to the firm's Chief Compliance Officer, who must review those reports for improper trades.

We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interest of all the accounts we advise.

We will disclose to advisory clients any material conflict of interest relating to our firm or our Associated Persons which could reasonably be expected to impair the rendering of unbiased and objective advice.

## Item 12 – Brokerage Practices

- A Recommendation of Broker-Dealers; Duty of Best Execution; Directed Brokerage; and Soft Dollar Practices. As stated previously, our Dually Registered Persons are Registered Representatives of Cambridge. Clients wishing to implement AmeriFlex®'s financial planning advice are free to select any broker/dealer or investment advisor they wish and are so informed. Although clients may request us to use a broker-dealer or custodian of their choosing, we generally recommend that clients open accounts with and/or execute brokerage transactions through Cambridge, Pershing, or NFS (collectively, the "Brokers"). When clients decide to implement advice through AmeriFlex®, clients will be required to establish an account through a trading platform that is approved by Cambridge. Therefore, clients may pay commissions and transaction fees that are higher or lower than what client may have paid if choosing another broker/dealer outside of those with whom Cambridge has arrangements.

Because our representatives are also registered representatives of Cambridge, Cambridge provides compliance support to them. Cambridge also provides our representatives, and therefore us, with back-office operational, technology and other administrative support.

Clients are advised that our Dually Registered Persons have an incentive to recommend the Brokers to clients. For example, our Dually Registered Persons typically pay certain fees to Cambridge in order to maintain their affiliation as registered representatives of

Cambridge. AmeriFlex® and some Dually Registered Persons have received retention bonuses in the form of a forgivable promissory note that will be forgiven if certain events occur, including remaining associated with Cambridge for a certain period of time. The acceptance of the retention bonus along with the terms of the retention agreement with Cambridge creates a potential conflict of interest because the AmeriFlex® and Dually Registered Person are incentivized to direct their business through Cambridge rather than utilizing another firm that may be more beneficial to their clients. In some instances, our Dually Registered Persons may receive a credit or offset of these fees to the extent they custody client assets with Cambridge or conduct certain securities or insurance business through Cambridge or its affiliates. We further typically access TPMMs through turn-key asset management programs offered by Envestnet and AssetMark Trust (collectively, the “TAMP Platforms”). All Cambridge WealthPort Program accounts will be maintained and custodied on a fully disclosed basis by either NFS, Pershing, Schwab or Fidelity.

The client will make the final decision regarding the custodian or TAMP Platform to be used by signing the selected firm’s account application. Aside from the arrangements with respect to certain Dually Registered Persons described in Item 5 of this brochure, we are not affiliated with any of the recommended Brokers or TAMP Platforms.

In recommending broker-dealers, we have an obligation to seek the “*best execution*” of transactions in your account. This duty requires that we seek to execute securities transactions for clients such that the total costs or proceeds in each transaction are the most favorable under the circumstances. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a the recommended broker-dealer’s services. The factors we consider when evaluating a broker-dealer for best execution include, without limitation, the broker-dealer’s:

- Execution capability;
- Commission rate;
- Financial responsibility;
- Responsiveness and customer service;
- Custodian capabilities;
- Research services/ancillary brokerage services provided; and
- Any other factors that we consider relevant.

Therefore, we will seek competitive commission rates, but we may not obtain the lowest possible commission rates for specific account transactions. With this in consideration, our firm will continue to recommend that clients use the Brokers until their respective services do not result, in our opinion, in best execution of client transactions.

If the client selects the broker-dealer of their own choosing (*i.e., directed brokerage*), we may be unable to seek best execution of your transactions, and your commission costs may be higher than those of our recommended Brokers. For example, in a directed brokerage account, you may pay higher brokerage commissions and/or receive less favorable prices on the underlying securities purchased or sold for your account. In addition, where you direct brokerage, we may place orders for your transactions after we place transactions for



clients using our recommended broker-dealer. We reserve the right to reject your request to use a particular broker-dealer if such selection would frustrate our management of your account, or for any other reason.

The Brokers and/or TAMP Platforms we recommend to you may provide us with certain brokerage and research products and services that qualify as “brokerage or research services” under Section 28(e) of the Securities Exchange Act of 1934 (“Exchange Act”). This is commonly referred to a “*soft dollar*” arrangement. These research products and/or services will assist us in our investment decision making process. Such research generally will be used to service all of our client accounts, but brokerage charges and similar fees paid by the client may be used to pay for research that is not used in managing that specific client’s account. Your account may pay the Brokers a charge greater than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the charge is reasonable in relation to the value of the brokerage and research services received.

There may be other benefits from recommending the Brokers and/or TAMP Platforms, such as software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its client accounts; and (v) assist with back-office functions, recordkeeping and client reporting.

Other services may include, but are not limited to, performance reporting, contact management systems, third party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third party service providers who provide a wide array of business related services and technology with whom we may contract directly.

While we do not pay a fee for these products/services, all client accounts may not be the direct or exclusive beneficiary of such products/services. Based upon the receipt of such services and information, we may have an incentive to recommend a broker-dealer and/or TAMP Platform based upon our desire to receive these services rather than receiving best execution for you.

We have entered into a marketing support agreement (“MSA”) with AssetMark, one of our TAMP Platform partners. Under the MSA, AssetMark provides us with an annual cash payment intended to support and subsidize the costs of our marketing efforts, including the costs of seminars for our associated financial professionals and client events which we would otherwise bear. Under the MSA, AssetMark further provides our firm and our associated persons with (i) business consulting services, including advice regarding executive and administrative matters, business development concerns, and compliance related matters, and (ii) educational and marketing support services, including marketing and training materials, general commentary on the financials markets, and industry news and insights. In exchange for our receipt of these benefits, we have agreed to provide AssetMark with recognition and additional brand exposure to our associated financial professionals and clients and the opportunity to participate in co-sponsored educational



and client marketing events. Our continued receipt of benefits under the MSA is not dependent on our ability to maintain a certain amount of existing client accounts/assets or the addition of any new client accounts/assets on the AssetMark TAMP platform.

Separate and distinct from the benefits we receive under the MSA, we have also received a credit line from AssetMark. The purpose of the credit line is to assist us with the development and growth of our operations.

Clients should note that the benefits we receive from AssetMark under the MSA and the credit line arrangement do not qualify as “brokerage or research services” under Section 28(e) of the Exchange Act. Clients should further consider that our receipt of the foregoing benefits from AssetMark create a conflict of interest and a financial incentive for our firm and our associated financial professionals to recommend the AssetMark TAMP platform as an investment solution for the management of client portfolio assets over other options available. Despite this conflict, we are committed to our fiduciary obligation which requires us to only provide advice and recommendations that are in our clients’ best interests.

Except as described above, we do not receive any other compensation or incentive for referring you to broker-dealers for brokerage trades or TAMP Platforms for access to TPMMs, nor do we receive client referrals in exchange for directing client transactions to any broker-dealer or TAMP Platform.

- B** Trade Aggregation. AmeriFlex® does not aggregate purchases and sales and other transactions. Our practice of not combining multiple clients’ buy and sell orders (*i.e.*, block trading) may result in our firm being unable to achieve for its clients the most favorable execution at the best price available, and accordingly, may cost clients more money than other arrangements.

The trade aggregation and allocation practices of mutual funds, ETFs and TPMMs that we recommend to you are disclosed in the respective mutual fund and ETF prospectuses and the TPMM disclosure brochures which will be provided to you. We encourage you to review those documents carefully to understand the trade aggregation and allocation practices of these third parties.

### Item 13 – Review of Accounts

- A** Account Review Policies. Third Party Money Manager Selection and advisory accounts are monitored on an ongoing basis and are formally reviewed periodically, but not less than annually. Retirement Plan Consulting Services accounts receiving ongoing investment management services, non-discretionary portfolio management services, and/or investment monitoring services are monitored and reviewed on the same basis. Formal account reviews for the foregoing account types are typically conducted by the IAR with whom the client regularly works, however, the specific individuals conducting formal account reviews may vary from time to time, as personnel join or leave our firm. The specific frequency of reviews is determined based on each client’s investment objectives and investment profile.

Annual (retainer) Financial Planning and Consulting Services clients receive comprehensive, written financial plans that are formally reviewed and updated annually. Our IARs conduct these reviews in person, over the phone and/or via the internet. One-time or project based Financial and Consulting Services client plans/reports are not reviewed or updated after their delivery to the client, unless the client specifically requests such review and pays an additional advisory fee.

Non-Discretionary Advisory Services accounts are not reviewed or updated once service is provided to the client unless the client specifically requests such reviews and pays an additional advisory fee.

- B** More Frequent Account Reviews. More frequent reviews of client accounts/plans may be triggered by a change in the client's investment objectives; risk/return profile; tax considerations; contributions and/or withdrawals; large sales or purchases; security specific events; or changes in the economy more generally.
- C** Reporting to Clients. Clients receive standard account statements and trade confirmations from the custodian of their account on a monthly basis. We may provide additional written reports to you periodically, or as you may reasonably request. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, as examples.

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

- A** As referenced in Item 12 above, the Brokers and/or TAMP Platforms may provide research or other services or products that we may use to service all accounts, including accounts that do not execute trades through the Brokers or utilize the services of any TAMP Platforms.

As referenced in Item 5 above, certain IARs of AmeriFlex® are Dually Registered Persons of Cambridge and may transact securities business with AmeriFlex®'s advisory clients, resulting in their receipt of commissions and/or other forms of compensation from securities products sold to clients. Please see Item 5 for a description of the conflicts of interest created by this arrangement and how our firm mitigates them.

We may establish relationships with other investment advisors through which we would act as a promoter referring clients to the other investment advisors' management programs. When acting in this promoter/solicitor capacity making referrals, we and our IARs will receive a portion of the advisory fee paid to the other investment advisors by clients. Clients who are referred to other investment advisors will receive disclosures (generally in the form of the adviser's ADV 2A Brochure and promoter disclosure statement) which include descriptions and details of the services rendered, fee schedules, promoter compensation, and other relevant information. These disclosures will be provided at the time of the referral and we encourage clients to review all of the information and raise any questions you may have.

- B** We may pay a fee to independent individuals or firms who refer clients to our firm for advisory services. These persons are commonly called “promoters.” Any arrangements we may have with a promoter will be in compliance with SEC Rule 206(4)-1 under the Investment Advisers Act of 1940 (the “Advisers Act”).

Any promoter referral arrangement between us and a third-party will be in writing. The writing will set forth the following:

- the scope of the promoter’s activities;
- a covenant that the promoter will perform its activities consistent with our instructions and in compliance with the Advisers Act and associated rules; and
- a covenant that the promoter will provide the client with:
  - a copy of our Form ADV Part 2 and
  - a separate written promoter disclosure.

The separate written promoter disclosure must include the following information:

- The name of the promoter;
- The nature of the relationship between the promoter and us;
- A statement that the promoter will be compensated by us for the referral;
- The terms of the compensation arrangement including a description of the fees paid or to be paid to the promoter; and
- The amount the client will be charged in addition to the advisory fee (if any).

The compensation paid to any promoter may consist of a portion of the ongoing investment advisory fees charged to a client, so long as the payments are consistent with the written promoter disclosures provided to the Client (and in accordance with the requirements of SEC Rule 206(4)-1). In general, clients who are introduced to us by a promoter are not subject to increased advisory fees and pay no any additional fees for equivalent services relative to clients not so introduced.

We will not engage any promoters who are disqualified from acting as a promoter under Section 203 of the Act. For example, we will not pay a promoter a referral fee to any person who has been barred or prohibited from acting as an investment advisor or broker-dealer, or convicted within the past ten (10) years of certain felonies or misdemeanors.

## Item 15 – Custody

With the exception of our ability to directly debit fees as outlined in Item 5, we do not hold, directly or indirectly, client funds or securities, or have any authority to obtain possession of them. All client assets are held in the custody of an independent qualified custodian selected by the client. We currently recommend the Brokers to act as your qualified custodian, to hold your assets, and/or execute securities transactions for your account.

We shall have no liability to you for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of any custodian or any acts of the agents or employees of any custodian, whether or not the full amount of such loss is covered by the Securities Investor Protection Corporation (“SIPC”) or any other insurance which may be carried by the custodian of your account(s). Clients understand that the SIPC provides only limited protection for the loss of property held by a custodian.

### Item 16 – Investment Discretion

Discretionary Portfolio Management Arrangements. We manage your accounts on either a discretionary or non-discretionary basis. We will only manage your account on a discretionary basis upon obtaining your consent. Your consent is set forth and evidenced in the written advisory agreement that you enter with us at the commencement of our services. We define discretion as the ability to trade your account without obtaining your prior consent, including the determination of the particular securities and amount of securities to be bought or sold and the timing of all such purchase and sale transactions in your account. Our discretion does not extend to the withdrawal or transfer of your account funds. We give advice and take action in the performance of our duties to you, which differs from advice given, or the timing and nature of action taken, with respect to our clients’ accounts.

### Item 17 – Voting Client Securities

- A We will not vote proxies on behalf of clients and will not provide advice to clients on how the client should vote.
- B We do not accept authority to vote client securities. Most clients will receive proxies and other solicitations directly from the custodian or transfer agent. If any proxy materials are received on behalf of a client, they will be sent directly to the client or a designated representative of the client, who is responsible to vote the proxy.

### Item 18 – Financial Information

- A We do not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.
- B Advisors who have discretionary authority over client accounts, custody of client assets, or who require or solicit pre-payment of more than \$1,200 in fee per client, six months or more in advance, are required to disclose any financial condition that is reasonably likely to impair their ability to meet contractual commitments to clients. AmeriFlex® maintains discretionary authority over client funds and securities. We have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to our clients.

- C** Neither AmeriFlex<sup>®</sup>, nor any of its principals, have been the subject of a bankruptcy petition at any time in the past.