



**HFG Advisors, Inc.
d/b/a Hackman Financial Group**

Form ADV Part 2A – Disclosure Brochure

Effective: February 21, 2023

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of HFG Advisors, Inc. d/b/a Hackman Financial Group (“Hackman Financial Group” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (513) 891-5300.

Hackman Financial Group is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Hackman Financial Group to assist you in determining whether to retain the Advisor.

Additional information about Hackman Financial Group and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 282027.

HFG Advisors, Inc. d/b/a Hackman Financial Group
7355 E. Kemper Road, Suite A Cincinnati, OH 45249
Phone: (513) 891-5300
<http://www.hackmanfinancial.com>

Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Hackman Financial Group. For convenience, the Advisor has combined these documents into a single disclosure document.

Hackman Financial Group believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Hackman Financial Group encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Hackman Financial Group.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282027. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (513) 891-5300.

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Item 4 – Advisory Services

A. Firm Information

HFG Advisors, Inc. d/b/a Hackman Financial Group (“Hackman Financial Group” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Corporation under the laws of the State of Ohio. Hackman Financial Group was founded in July 2016 and is owned and operated by Michael R. Hackman (Founder and President). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Hackman Financial Group.

B. Advisory Services Offered

Hackman Financial Group offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Hackman Financial Group’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services

Hackman Financial Group provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Hackman Financial Group works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Hackman Financial Group will then construct a portfolio, consisting of diversified mutual funds, exchange-traded funds (“ETFs”), equity securities, fixed income securities, and real estate investment trusts (“REITs”). The Advisor may also utilize other types of investments to meet the needs of certain Clients. Hackman Financial Group may retain certain legacy investments based on portfolio fit and/or tax considerations.

Hackman Financial Group’s investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Hackman Financial Group will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Hackman Financial Group evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Hackman Financial Group may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Hackman Financial Group may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Hackman Financial Group may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will Hackman Financial Group accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable,

which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Use of Independent Managers

Hackman Financial Group may recommend that Clients utilize one or more unaffiliated money managers or investment platforms (collectively "Independent Managers") for all or a portion of Client's investment portfolio. Independent Managers will be sourced directly or accessed through an investment management platform. Hackman Financial Group serves as the Client's primary advisor and relationship manager. However, the Independent Manager will assume discretionary authority for the day-to-day investment management of those assets placed in their control. Hackman Financial Group will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager, and defining any restrictions on the account[s]. Hackman Financial Group will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of the Independent Manager. The Independent Manager will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of the Independent Manager[s]. The Client will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of the Independent Manager[s].

Financial Planning Services

Hackman Financial Group will typically provide a variety of financial planning and consulting services to Clients, either as a component of investment management services or pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

As part of the Advisor's financial planning services, Hackman Financial Group may provide personal financial planning services tailored to the individual needs of each Client. A particular Client's financial plan will include the relevant types of planning specific to their needs and objectives such as:

- *Retirement* – planning an investment strategy with the objective of providing inflation-adjusted income for life.
- *College / Education* – planning to pay the future college / education expenses of a child or grandchild.
- *Major Purchase* – Evaluation of the pros and cons of home ownership verse renting as well as buying or leasing a car, for example.
- *Divorce* – planning for the financial impact of divorce such as change in income, retirement benefits and tax considerations.
- *Insurance Needs* – planning for the financial needs of survivors to satisfy such financial obligations as housing, dependent child care and spousal arrangements as well as education.
- *Final Expenses* – planning to leave assets to cover final expenses such as funeral, debts and potential business continuity.
- *Estate Planning* – planning that focuses on the most efficient and tax friendly option to pass on an estate to a spouse, other family members or a charity.
- *Cash Flow/ Budget Planning* – planning to manage expenses against current and projected income.
- *Wealth Accumulation* – planning to build wealth within a portfolio that takes into consideration risk tolerance and time horizon.
- *Business Succession* – planning for the continuation of a business in a smooth a transition as possible with the use of buy-sell agreements, key-man insurance and engaging independent legal counsel as needed.
- *Tax Planning* – planning a tax efficient investment portfolio to maximize deductions and off-setting losses.
- *Investment Planning* – planning an investment strategy consistent with particular objectives, time horizons and risk tolerances.

The services take into account information collected from the Client such as financial status, investment objectives and tax status, among other data. Fees for such services are negotiable and detailed in the Client agreement.

The financial plan may include generic recommendations as to general types of investment products or specific securities which may be appropriate for the Client to purchase given his/her financial situation and objectives. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Hackman Financial Group may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor or additional compensation to its Advisory Person[s]. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client desires to purchase securities or advisory services in order to implement his/her financial plan, the Advisor may implement these recommendations internally or suggest that the Client engage its Advisory Persons in their separate capacity as registered representatives of LPL Financial. Please see Item 5.E below and Item 10 – Other Financial Industry Activities and Affiliations.

Retirement Plan Advisory Services

Hackman Financial Group provides retirement plan advisory services on behalf of retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Assistance in the preparation or review of an investment policy statement ("IPS") for the Plan based upon consultation with Plan Sponsor to ascertain Plan's investment objectives and constraints.
- Acting as a liaison between the Plan and service providers, product sponsors or vendors.
- Ongoing monitoring of investment manager(s) or investments in relation to the criteria specified in the Plan's IPS or other written guidelines provided by the Plan Sponsor.
- Preparation of reports describing the performance of Plan investment manager(s) or investments, as well as comparing the performance to benchmarks.
- Ongoing recommendations, for consideration and selection by Plan Sponsor, about specific investments to be held by the Plan or, in the case of a participant-directed defined contribution plan, to be made available as investment options under the Plan.
- Education or training for the members of the Plan investment committee with regard to various matters, including plan features, retirement readiness matters, service on the committee, and fiduciary responsibilities.
- Assistance in enrolling Plan Participants, including conducting an agreed upon number of enrollment meetings. As part of such meetings, the Advisor may provide Plan Participants with information about the Plan, which may include information on the benefits of Plan participation, the benefits of increasing Plan contributions, the impact of pre-retirement withdrawals on retirement income, the terms of the Plan and the operation of the Plan.

If the Plan makes available publicly traded employer stock ("company stock") as an investment option under the Plan, the Advisor does not provide investment advice regarding company stock and are not responsible for the decision to offer company stock as an investment option. In addition, if Plan Participants invest the assets in their accounts through individual brokerage accounts, a mutual fund window, or other similar arrangement, or may obtain participant loans, the Advisor does not provide any individualized advice or recommendations to the Plan Participants regarding these decisions. Furthermore the Advisor does not provide individualized investment

advice to Plan Participants regarding their Plan assets. These services are provided by Hackman Financial Group serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Hackman Financial Group's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

Prior to engaging Hackman Financial Group to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Hackman Financial Group, in connection with the Client, will develop a strategy that seeks to achieve the Client's investment goals and objectives.
- Asset Allocation – Hackman Financial Group will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Hackman Financial Group will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Hackman Financial Group will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

Hackman Financial Group generally includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". The Advisor customizes its investment management services for its Clients. The Advisor sponsors the Hackman Financial Group's Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. The Advisor primarily recommends that Clients engage the Advisor under a Wrap Fee Program, to provide an overall inclusive service. The Advisor does not charge a higher fee for Clients engaged under the Wrap Fee Program. Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

The net advisory fees paid to the Advisor may vary depending upon the amount of trading in a Client's account[s] and the use of no transaction fee ("NTF") mutual funds and ETFs. This creates a conflict of interest as the Advisor has a financial incentive to limit transactions or to select investments with NTF. The Advisor seeks to mitigate this conflict by requiring that Advisory Persons acknowledge their fiduciary duty to place Client interests ahead of the Advisor and to provide the Client with full and fair disclosure of the overall fees associated with their account[s]. Further, the Chief Compliance Officer reviews Client accounts periodically to evaluate the level of trading and underlying investments, and to validate that a Wrap Fee Program remains in the Client's best interest.

E. Assets Under Management

As of December 31, 2022, Hackman Financial Group manages approximately \$234,810,784 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under

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management at the end of the prior quarter. Investment advisory fees range from 0.30% to 1.50% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fee will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Hackman Financial Group will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

Clients may make additions to and withdrawals from their account[s] at any time, subject to Hackman Financial Group's right to terminate an account. Additions may be in cash or securities provided that Hackman Financial Group reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to Hackman Financial Group, subject to the usual and customary securities settlement procedures. However, Hackman Financial Group designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. Hackman Financial Group may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.

Financial Planning Services

Hackman Financial Group offers financial planning services either on an hourly basis or for a fixed fee per engagement. Hourly engagements are billed at a rate of up to \$250 per hour. Fixed fee engagements are based on expected number of hours to complete the engagement deliverable[s] at the negotiated hourly rate, but typically range up to \$5,000. Certain complex engagements may be offered for a fee that exceeds \$5,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.50%. Fees may be negotiable depending on the size and complexity of the Plan.

B. Fee Billing

Investment Management Services

Investment advisory fees are calculated by the Custodian and deducted from the Client's account[s]. The Client shall instruct the Custodian to automatically deduct the investment advisory fee from the Client's account[s] for each billing period and pay the investment advisory fee[s] to the Advisor. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Hackman Financial Group at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Hackman Financial Group to be paid directly from

their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Client's overall fees will include Hackman Financial Group's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager. The Custodian will assume the responsibility for calculating the Client's fees and deducting all fees from the Client's account[s].

Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning. The balance shall be invoiced upon completion of the agreed upon deliverable[s].

Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. Hackman Financial Group includes securities transactions costs, if applicable, as part of its overall investment advisory fee through the Hackman Financial Group Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure for additional disclosure regarding investments in the Wrap Fee Program and related disclosures.

In addition, all fees paid to Hackman Financial Group for investment advisory services or part of the Hackman Financial Group Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee (12b-1 fee). A Client may be able to invest in these products directly, without the services of Hackman Financial Group, but would not receive the services provided by Hackman Financial Group which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Hackman Financial Group to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services

Hackman Financial Group is compensated for its services in advance of the quarter in which investment management services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest, the Advisor will have the discretion to terminate the relationship with the Independent Manager. The terms for termination are set forth in the respective agreements between the Advisor and the Independent Managers.

Financial Planning Services

Hackman Financial Group may require an advance deposit as described above. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid financial planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

Hackman Financial Group is compensated for its services in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Advisory Persons are also registered representatives of LPL Financial, a registered broker-dealer (CRD No. 6413), member FINRA, SIPC. In one's separate capacity as a registered representative of LPL Financial, an Advisory Person will implement securities transactions under LPL Financial and not through Hackman Financial Group. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest because an Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Advisory Persons are also licensed as independent insurance professionals and conduct business through The Hackman Financial Group, Inc ("HFG"), an affiliated entity under common ownership and control with the Advisor. Advisory Persons and HFG will earn commission-based compensation for selling insurance products. Insurance commissions earned by Advisory Persons and HFG are separate and in addition to advisory fees paid to Hackman Financial Group. This practice presents a conflict of interest, as there is an incentive to recommend insurance products for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through HFG or any of its Advisory Persons. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

Hackman Financial Group does not charge performance-based fees for its investment advisory services. The fees charged by Hackman Financial Group are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Hackman Financial Group does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

Hackman Financial Group offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations and retirement plans. Hackman Financial Group generally does not impose a minimum size for establishing a relationship, however certain Independent Managers may impose a minimum fee.

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

A. Methods of Analysis

Hackman Financial Group employs fundamental, technical and charting analysis in developing investment strategies for its Clients. Research and analysis from Hackman Financial Group are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Hackman Financial Group will be able to accurately predict such a reoccurrence.

Charting analysis utilizes various market indicators as investment selection criteria. These criteria are generally pricing trends that may indicate movement in the markets. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the technical and charting analysis may lose value and may have negative investment performance. The Advisor monitors these market indicators to determine if adjustments to strategic allocations are appropriate.

As noted above, Hackman Financial Group generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Hackman Financial Group will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Hackman Financial Group may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Hackman Financial Group will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic

indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment approach:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Real Estate Investment Trusts ("REITs")

Investing in REITs involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. Equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Hackman Financial Group or any of its management persons. Hackman Financial Group values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282027.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer and Investment Advisor Affiliation

Michael Hackman is also an Investment Advisor Representative (“IAR”) of LPL Financial. Additionally, Advisory Persons are Registered Representatives (“RRs”) of LPL Financial. LPL Financial is a registered broker-dealer (CRD No. 6413), member FINRA, SIPC and a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”).

As an IAR or RR with LPL Financial, an Advisory Person will also provide investment management services to Clients under the supervision of LPL Financial. Depending on the needs and preferences of each Client, the Advisory Person may recommend investment implementation under LPL Financial’s investment advisor (fee-based) platform or its brokerage (commission-based) platform.

Investment Advisor Representative – As an IAR of LPL Financial, an Advisory Person will receive investment advisory fees for investment management services offered on the LPL Financial investment advisor (fee-based) platform. The Advisory Persons will provide each Client with LPL Financial’s Form ADV 2A or equivalent disclosure brochure, in advance of providing investment management services.

Registered Representative – For accounts implemented on the brokerage platform (commission-based), an Advisory Person will receive commissions on transactions made on behalf of Clients. At no time will an Advisory Person or the Advisor earn both ongoing investment advisory fees under HFG and fees or commissions through LPL Financial on the same investment assets. The receipt of commissions and other compensation provides an incentive to recommend investment products based on compensation received, rather than on the Client’s needs. To address this, disclosure is made to the Client at the time a brokerage account is opened through LPL Financial, identifying the nature of the transaction or relationship, the role to be played by LPL Financial and the Advisory Person, and any compensation (e.g., commissions, 12b-1 fees) to be paid by the Client. Clients are under no obligation to implement any recommendations made by the Advisor or its Advisory Persons nor are they obligated to establish an ongoing relationship with LPL Financial, HFG or its Advisory Persons.

Insurance Agency Affiliations

As noted in Item 5, Advisory Persons are also licensed insurance professionals conducting business through HFG. Implementations of insurance recommendations are separate and apart from an Advisory Person’s role with Hackman Financial Group. As an insurance professional, an Advisory Person and HFG will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This creates a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or its Advisory Persons.

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client’s investment portfolio with one or more Independent Managers. The Advisor does not receive any compensation nor does this present a material conflict of interest. The Advisor will only earn its investment advisory fee as described in Item 5.A.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

Hackman Financial Group has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with Hackman Financial Group (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to the Client. Hackman Financial Group and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Hackman Financial Group’ Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (513) 891-5300.

B. Personal Trading with Material Interest

Hackman Financial Group allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Hackman Financial Group does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Hackman Financial Group does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Hackman Financial Group allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Hackman Financial Group requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Hackman Financial Group allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. At no time will Hackman Financial Group, or any Supervised Person of Hackman Financial Group, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Hackman Financial Group does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Hackman Financial Group to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Hackman Financial Group does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

As its Advisory Persons are also registered representatives of LPL Financial, Hackman Financial Group and its Advisory Persons are limited in the Custodian in which they can recommend to Clients. Typically, Hackman Financial Group will recommend that Clients select LPL Financial as the Custodian, where Hackman Financial Group has access to LPL Financial's systems, back-office support, research and other benefits. While Hackman Financial Group receives these economic benefits from LPL Financial, the Advisor believes LPL Financial provides quality execution and related services for Clients at competitive prices. Price is not the sole factor Hackman Financial Group considers in evaluating best execution and the recommendation of a Custodian. Hackman Financial Group also considers the quality of the brokerage services provided by LPL Financial, including the firm's reputation, execution capabilities, commission rates, and responsiveness to our Clients and our firm. Clients are free to use whatever custodian they choose to implement financial planning recommendations. For investment advisory services, Hackman Financial Group would be required to obtain permission to use a broker-dealer/custodian other than LPL Financial due to the oversight role LPL Financial assumes over the Advisory Persons. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Hackman Financial Group does not participate in soft dollar programs sponsored or**

offered by any broker-dealer. However, the Advisor does receive certain economic benefits from LPL Financial. Please see Item 14 below

2. Brokerage Referrals - Hackman Financial Group does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Hackman Financial Group will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Hackman Financial Group will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Hackman Financial Group will execute its transactions through a Custodian selected by the Client. Hackman Financial Group may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by the Chief Compliance Officer. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Hackman Financial Group if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Hackman Financial Group

Hackman Financial Group may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Hackman Financial Group may receive non-compensated referrals of new Clients from various third-parties.

Participation in Institutional Advisor Platform

Hackman Financial Group has established institutional relationship with LPL Financial to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with LPL Financial. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor may receive the following benefits from LPL Financial: reimbursement to Clients for transfer costs to the platform/custodian; receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

B. Compensation for Client Referrals

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor, and shall not result in any additional charge to the Client.

Item 15 – Custody

Hackman Financial Group does not accept or maintain custody of any Client accounts. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Hackman Financial Group to utilize the Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Hackman Financial Group to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

Hackman Financial Group typically has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Hackman Financial Group. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Hackman Financial Group will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Hackman Financial Group does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting. However, Independent Managers selected or recommended by the Advisor may vote proxies for Clients, pursuant to their separate agreement[s] and disclosure[s].

Item 18 – Financial Information

Neither Hackman Financial Group, nor its management have any adverse financial situations that would reasonably impair the ability of Hackman Financial Group to meet all obligations to its Clients. Neither Hackman Financial Group, nor any of its Advisory Persons have been subject to a bankruptcy or financial compromise. Hackman Financial Group is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.



HACKMAN FINANCIAL GROUP

HFG Advisors, Inc.

d/b/a Hackman Financial Group

**Form ADV Part 2A – Appendix 1
("Wrap Fee Program Brochure")**

Effective: February 21, 2023

This Form ADV 2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices for HFG Advisors, Inc. dba Hackman Financial Group ("Hackman Financial Group" or the "Advisor") services when offering services pursuant to a Wrap Fee Program. This Wrap Fee Program Brochure shall always be accompanied by the Hackman Financial Group Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete Hackman Financial Group Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the Hackman Financial Group Disclosure Brochure, please contact the Advisor at (513) 891-5300.

Hackman Financial Group is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information about Hackman Financial Group to assist you in determining whether to retain the Advisor.

Additional information about Hackman Financial Group and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282027.

Item 2 – Material Changes

Form ADV 2 - Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses Wrap Fee Programs offering by the Advisor.

Material Changes

There have been no material changes to this Wrap Fee Program Brochure since the last filing and distribution to Clients.

Future Changes

From time to time, the Advisor may amend this Wrap Fee Program Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure (along with the complete Disclosure Brochure) or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Hackman Financial Group.

At any time, you may view this Wrap Fee Program Brochure and the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282027. You may also request a copy of this full Disclosure Brochure at any time, by contacting the Advisor at (513) 891-5300.

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Item 4 – Services Fees and Compensation

A. Services

Hackman Financial Group dba Hackman Financial Group (“Hackman Financial Group” or the “Advisor”) provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the Hackman Financial Group Form ADV Part 2A (“Disclosure Brochure”). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting Hackman Financial Group as an investment advisor.

As part of the investment advisory fees noted in Item 5 – Fees and Compensation of the Disclosure Brochure, Hackman Financial Group includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”. The Advisor sponsors the Hackman Financial Group’s Wrap Fee Program.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix.

Please see Item 4 – Advisory Services of the Disclosure Brochure for details on Hackman Financial Group Advisor’s investment philosophy and related services.

B. Program Costs

Advisory services provided by Hackman Financial Group are offered in a Wrap Fee Program structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to Hackman Financial Group. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client’s account[s]. A Wrap Fee Program structure has a conflict of interest as the Advisor has an incentive to limit the number of trades placed in the Client’s account[s] or to select investments with no transaction fee (“NTF”). Due to specific custodial and/or mutual fund company constraints or material tax consideration, Hackman Financial Group will retain certain NTF mutual funds that do not have trading costs, but do have higher internal expense ratios than institutional share classes. Hackman Financial Group will seek to select the lowest cost share class available that is in the best interest of each Client and will ensure the selection aligns with the Client’s financial objectives and stated investment guidelines. The Advisor also provides the Client with full and fair disclosure of the overall fees associated with their account[s]. Further, the Chief Compliance Officer reviews Client accounts periodically to evaluate the level of trading and the underlying investments, and to validate that the wrap fee program remains in the Client’s best interest. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

C. Fees

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees range from 0.30% to 1.50% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fee will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Hackman Financial Group will be independently valued by the Custodian, as discussed in Item 12 – Brokerage Practices of the Disclosure Brochure. Hackman Financial Group will not have the authority or responsibility to value portfolio securities.

Clients may make additions to and withdrawals from their account[s] at any time, subject to Hackman Financial Group’ right to terminate an account. Additions may be in cash or securities provided that Hackman Financial

Group reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to Hackman Financial Group, subject to the usual and customary securities settlement procedures. However, Hackman Financial Group designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. Hackman Financial Group may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

The Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.

Clients will incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s] which are not included as part of the Wrap Fee Program. All fees paid to Hackman Financial Group for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds ("ETFs") to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. Additionally, account activity fees, such as electronic funds and wire transfers fees, certificate delivery fees, markups and markdowns, bid-ask spreads, selling concessions, and other miscellaneous fees and expenses as outlined in the account opening paperwork executed with the Custodian, are generally charged to the Client. Clients are encouraged to refer to the account opening paperwork executed with the Custodian for an outline of all third-party fees not covered under this Wrap Fee Program.

The Advisor does not control nor share in any of these third-party fees. The Client should review all fees charged by the fund[s], third parties and Hackman Financial Group to fully understand the total fees to be paid. **Please see Item 5.C. – Other Fees and Expenses of the Disclosure Brochure.**

D. Compensation

Hackman Financial Group is the sponsor and portfolio manager of this Wrap Fee Program. Hackman Financial Group receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Custodian for the costs associated with the normal trading activity in the Client's account[s].

Item 5 – Account Requirements and Types of Clients

Hackman Financial Group offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and retirement plans. Hackman Financial Group generally does not impose a minimum account size for establishing a relationship, however certain Independent Managers may impose a minimum fee. **Please see Item 7 – Types of Clients of the Disclosure Brochure for additional information.**

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio Manager Selection

Hackman Financial Group serves as sponsor and as portfolio manager for the services under this Wrap Fee Program. The Advisor also serves as the sponsor in conjunction with Independent Managers for the Wrap Fee Program.

The Advisor may recommend that Clients utilize an Independent Manager for all or a portion of a Client's investment portfolio. The Advisor will assist in the development of the initial policy recommendations and

managing the ongoing Client relationship. The Advisor will also perform initial and ongoing oversight and due diligence over the selected Independent Managers to ensure the Independent Managers' strategies and target allocations remain aligned with its Clients' investment objectives and overall best interests.

Related Persons

Hackman Financial Group personnel serve as portfolio managers for this Wrap Fee Program. Hackman Financial Group does not act as portfolio manager for any third-party wrap fee programs.

Performance-Based Fees

Hackman Financial Group does not charge performance-based fees for its investment advisory services. The fees charged by Hackman Financial Group are as described in Item 5 – Fees and Compensation of the Disclosure Brochure and are not based upon the capital appreciation of the funds or securities held by any Client. Hackman Financial Group does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients. **Please see Item 6 – Performance-Based Fees and Side-By-Side Management of the Disclosure Brochure.**

Supervised Persons

Hackman Financial Group Advisory Persons serve as portfolio managers for accounts, including the services described in this Wrap Fee Brochure. **Details of the advisory services provided are included in Item 4.A. – Advisory Services of the Disclosure Brochure.**

Methods of Analysis

Hackman Financial Group employs fundamental, technical and charting analysis in developing investment strategies for its Clients. Research and analysis from Hackman Financial Group are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others. As noted above, Hackman Financial Group generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Hackman Financial Group will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Hackman Financial Group may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

Please see Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss of the Disclosure Brochure for details on the research and analysis methods employed by the Advisor.

Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Hackman Financial Group will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss of the Disclosure Brochure for details on investment risks.

Proxy Voting

Hackman Financial Group does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 7 – Client Information Provided to Portfolio Managers

Clients participating in the Wrap Fee Program generally grant Hackman Financial Group the authority to discuss certain non-public information with Independent Managers engaged to manage their account[s]. Depending upon the specific arrangement, the Advisor is authorized to disclose various personal information including, without limitation: names, phone numbers, addresses, social security numbers, driver's license, tax identification numbers and account numbers. Hackman Financial Group may also share certain information related to its Clients' financial positions and investment objectives in an effort to ensure that the Independent Managers' investment decisions remain aligned with its Clients' best interests. This information is communicated on an initial and ongoing basis, or as otherwise necessary to the management of its Clients' portfolios.

Item 8 – Client Contact with Portfolio Managers

There are no restrictions on Clients' ability to correspond with Hackman Financial Group. Clients can generally contact the Independent Managers managing their portfolios through Hackman Financial Group by providing the Advisor with written request and identification of the questions or issues to be discussed with the Independent Managers. After receiving the Client's written request, Hackman Financial Group, at its sole discretion, may contact the Independent Managers for the Client or arrange for the Independent Managers and the Client to communicate directly.

Item 9 – Additional Information

A. Disciplinary Information and Other Financial Industry Activities and Affiliations

Hackman Financial Group values the trust you place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282027. **Please see Item 9 – Disciplinary Information of the Disclosure Brochure as well as Item 3 – Disciplinary Information of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.**

Other Financial Activities and Affiliations

Broker-Dealer and Investment Advisor Affiliation

Michael Hackman is also an Investment Advisor Representative ("IAR") of LPL Financial. Additionally, Advisory Persons are Registered Representatives ("RRs") of LPL Financial. LPL Financial is a registered broker-dealer (CRD No. 6413), member FINRA, SIPC and a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC").

As an IAR or RR with LPL Financial, an Advisory Person will also provide investment management services to Clients under the supervision of LPL Financial. Depending on the needs and preferences of each Client, the Advisory Person may recommend investment implementation under LPL Financial's investment advisor (fee-based) platform or its brokerage (commission-based) platform.

Investment Advisor Representative – As an IAR of LPL Financial, an Advisory Person will receive investment advisory fees for investment management services offered on the LPL Financial investment advisor (fee-based) platform. The Advisory Persons will provide each Client with LPL Financial's Form ADV 2A or equivalent disclosure brochure, in advance of providing investment management services.

Registered Representative – For accounts implemented on the brokerage platform (commission-based), an Advisory Person will receive commissions on transactions made on behalf of Clients. At no time will an Advisory Person or the Advisor earn both ongoing investment advisory fees under HFG and fees or commissions through LPL Financial on the same investment assets. The receipt of commissions and other compensation provides an incentive to recommend investment products based on compensation received, rather than on the Client's needs. To address this, disclosure is made to the Client at the time a brokerage account is opened through LPL Financial, identifying the nature of the transaction or relationship, the role to be played by LPL Financial and the Advisory Person, and any compensation (e.g., commissions, 12b-1 fees) to be paid by the Client. Clients are under no obligation to implement any recommendations made by the Advisor or its Advisory Persons nor are they obligated to establish an ongoing relationship with LPL Financial, HFG or its Advisory Persons.

Insurance Agency Affiliations – Advisory Persons of Hackman Financial Group also serve as licensed insurance professionals and conduct business through The Hackman Financial Group, Inc. ("HFG"), an affiliated insurance agency. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with Hackman Financial Group. As insurance professionals, Advisory Persons and HFG will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This creates a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or its Advisory Persons.

Please see Items 10 – Other Financial Industry Activities and Affiliations and Item 14 – Client Referrals and Other Compensation of the Disclosure Brochure.

B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Hackman Financial Group has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons subject to Hackman Financial Group's compliance program. **Complete details on the Hackman Financial Group Code can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading of the Disclosure Brochure.**

Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by the Chief Compliance Officer. **Details of the review policies and practices are provided in Item 13 – Review of Accounts of the Disclosure Brochure.**

Other Compensation

Hackman Financial Group has established institutional relationship with LPL Financial to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with LPL Financial. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor may receive the following benefits from LPL Financial: reimbursement to Clients for transfer costs to the platform/custodian; receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Please see Item 14 – Other Compensation of the Disclosure Brochure for details on additional compensation that may be received by Hackman Financial Group or its Advisory Persons. Each Advisory Person's Brochure Supplement provides details on any outside business activities and the associated compensation.

Client Referrals from Solicitors

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor, and shall not result in any additional charge to the Client.

Financial Information

Neither Hackman Financial Group, nor its management have any adverse financial situations that would reasonably impair the ability of Hackman Financial Group to meet all obligations to its Clients. Neither Hackman Financial Group, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. Hackman Financial Group is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in advance. **Please see Item 18 – Financial Information of the Disclosure Brochure.**