

**FORM ADV PART 2A**

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**This brochure provides information about the qualifications and business practices of Ascendant Financial Solutions, Inc. If you have any questions about the contents of this brochure, please contact us at (928) 774-9598 and/or James D. Hoyt, CPWA<sup>®</sup>, CFS<sup>®</sup>, at [JD@ascendant-financial.com](mailto:JD@ascendant-financial.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about Ascendant Financial Solutions, Inc. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Any references to Ascendant Financial Solutions, Inc. as a registered investment adviser or its related persons as registered advisory representatives does not imply a certain level of skill or training.**

## Item 2 - MATERIAL CHANGES

Since the most recent annual amendment filing on February 11, 2019, this brochure has been amended as follows:

- At Item 4 to increase and enhance disclosures related to Ascendant's Financial Planning and Consulting services
- At Items 4 and 10 to increase and enhance conflict of interest disclosures for registered representatives of Gēneos and investment adviser representatives of Gēneos
- At Item 4 to make immaterial revisions to disclosures related to retirement plan rollovers, transaction fees, and wrap fee programs
- At Item 5 to revise disclosures related to transaction fees charged by account custodians
- At Item 5 to increase and enhance disclosures related to 12b-1 fees
- At Item 12 to indicate that Ascendant does not direct brokerage in exchange for client referrals
- At Item 15 to disclose custody scenarios arising from third party asset transfer authorizations
- At Item 16 to describe reasonable restrictions that may be placed on Ascendant's discretionary management authority
- At Item 18 to indicate that Ascendant does not have any material financial impairment and has never been the subject of a bankruptcy petition

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At least annually, this section will discuss only specific material changes that are made to the brochure and provide you with a summary of such changes. Additionally, reference to the date of the last annual update to this brochure will be provided.

The material changes discussed above are only those changes that have been made to this brochure since the firm's last annual update of the brochure.

Pursuant to SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent brochures within 120 days of the close of our fiscal year, which is December 31st. We may further provide other ongoing disclosure information about material changes as necessary.

We will also provide you with a new brochure as necessary based on changes or new information without charge.

ANY QUESTIONS: Our Chief Compliance Officer, **James D. Hoyt, CPWA<sup>®</sup>, CFS<sup>®</sup>**, remains available to address any questions that a client or prospective client may have regarding the above or any other issue pertaining to this Brochure.

**Our brochure may be requested free of charge by contacting Tamara Kinney at (928) 774-9598 and/or Tamara@ascendant-financial.com.** Additional information about Ascendant Financial Solutions, Inc. is also available via the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The website also provides information about persons affiliated with Ascendant Financial Solutions, Inc. who are registered, or are required to be registered, as investment adviser representatives of Ascendant Financial Solutions, Inc.

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## Item 4 - ADVISORY BUSINESS

Ascendant Financial Solutions, Inc. (“Ascendant”) is an investment advisory firm offering a variety of advisory services customized to your individual needs. Ascendant was created in 1996. James D. Hoyt, CPWA®, CFS® is C.E.O., Founder, and sole owner.

Ascendant offers the following advisory services. Each of the services is more fully described below.

- Investment By Design™, an Asset Management Program
- Financial Planning and Consulting Services

Ascendant tailors the advisory services it offers to your individual needs. You may impose restrictions and/or limitations on investing in certain securities or types of securities.

### Investment By Design™

After evaluating the information that you provide, Ascendant will determine which of its model portfolio(s) is most suitable for you. Ascendant can customize your portfolio allocation by taking into consideration your limitations or restrictions, the market and economy at the time, and your financial situation, goals, and objectives.

Ascendant primarily uses open-ended mutual funds (no-load and load waived, or mutual funds purchased at net asset value [NAV]) and exchange traded funds (ETFs). However, managed accounts are not exclusively limited to mutual funds and ETFs and can include stocks and bonds which are typically transferred into your account or requested by you.

Except for IRA accounts, 403(b) accounts, and other qualified retirement accounts, transactions, account reallocations, and rebalancing may trigger a taxable event.

Ascendant provides continuous and ongoing management of your account. Ascendant will manage your accounts on a discretionary basis; this means Ascendant will make changes to the allocation as deemed appropriate by Ascendant. Ascendant will also determine the securities to be purchased and sold in the account and will alter the securities holdings, without prior consultation with you. Ascendant may actively trade securities and hold them for periods of 30 days or less or maintain positions for longer periods. Discretionary authority is granted by you to Ascendant by execution of the Investment Advisory Agreement.

As described in the Brokerage Practices Section, Ascendant has a relationship to offer you brokerage and custodial services through Schwab Advisor Services, a division of Charles Schwab & Co., Inc. (“Schwab”) and on a limited basis with Fidelity Investments, LLC. (“Fidelity”). Services at Fidelity are limited to participants in specific workplace savings plans. There is no affiliation between Ascendant and Schwab or Fidelity.

If you select another brokerage firm for custodial and/or brokerage services, you will not be able to participate in Ascendant’s Investment By Design™ program. Advisory representatives registered with Ascendant are dually registered with a broker/dealer, Gēneos Wealth Management, Inc., member FINRA and SIPC (“Gēneos”). Advisory Representatives must adhere to FINRA rules and regulations and the policies and procedures of Gēneos. Gēneos policies and procedures and FINRA have a rule that prohibits representatives from conducting transactions at a broker/dealer for which approval has not been obtained from Gēneos.

## Financial Planning and Consulting Services

Ascendant offers financial planning to help clients clarify and determine their financial goals through investments, retirement planning, asset allocation recommendations, estate planning, and other areas. We provide issue specific financial planning such as retirement planning or asset allocation as well as comprehensive financial plans that focus on a client's overall financial situation. Ascendant does not serve as a law firm or accounting, and no portion of our services should be construed as legal or accounting services. Accordingly, Ascendant does not prepare estate-planning documents or tax returns.

As part of our financial planning services, and to the extent requested by a client, Ascendant may recommend the services of other professionals for implementation purpose (i.e. attorneys, accountants, insurance agents, etc.), including representatives of Ascendant in their separate capacities as registered representatives of Gëneos and as licensed insurance agents. Please see below and at Item 10 for further details regarding this arrangement and corresponding conflicts of interest. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Ascendant and/or its representatives.

## General Information

You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. You are advised that it is necessary to inform Ascendant promptly in writing with any changes in your financial situation and investment goals and objectives. Failure to notify Ascendant of any such changes could result in investment recommendations not meeting your needs.

## Miscellaneous

### Limitations of Financial Planning and Non-Investment Consulting/Implementation Services

To the extent requested by the client, Ascendant will generally provide financial planning and related consulting services regarding non-investment related matters, such as tax and estate planning, insurance, etc. Ascendant will generally provide such consulting services inclusive of its advisory fee set forth at Item 5 below (exceptions do occur based upon assets under management, special projects, stand-alone planning engagements, etc., for which Firm may charge a separate or additional fee).

**Please Note:** Ascendant **does not** serve as a law firm or accounting firm, and no portion of our services should be construed as same. Accordingly, Ascendant does not prepare legal documents or prepare tax returns. To the extent requested by a client, we may recommend the services of other professionals for non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.), including representatives of Ascendant in their separate individual capacities as representatives of Gëneos, an SEC registered and FINRA member broker-dealer, and as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Ascendant and/or its representatives.

**Please Note:** If the client engages any professional (i.e. attorney, accountant, insurance agent, etc.), recommended or otherwise, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from the engaged professional. At all times, the engaged licensed professional(s), and not Ascendant, shall be responsible for the quality and competency of the services provided.

## Client Obligations

In performing our services, Ascendant shall not be required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely thereon. Moreover, it remains each client's responsibility to promptly notify Ascendant if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

### Please Note: Conflict of Interest

The recommendation by an Ascendant representative that a client purchase a securities or insurance commission product from an Ascendant representative in his/her individual capacity as a representative of Gēneos and/or as an insurance agent, presents a conflict of interest, as the receipt of commissions provides an incentive to recommend products based on commissions to be received, rather than on a particular client's need. In addition, certain Ascendant representatives who are also registered representatives of Gēneos are eligible to receive paid travel and attendance at industry conferences, based on overall production. This presents a further conflict of interest, as the recommendation to purchase an investment product through an Ascendant representative could be made on the basis of increasing overall production level and obtaining these travel benefits, rather than basing such recommendation on a particular client's needs. No client is under any obligation to purchase any securities or insurance commission products from an Ascendant representative. Clients are reminded that they may purchase securities and insurance products recommended by Ascendant through other, non-affiliated broker-dealers and/or insurance agencies. **ANY QUESTIONS: Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions that a client or prospective client may have regarding the above conflicts of interest.**

### Please Note: Retirement Rollovers-Potential for Conflict of Interest

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Ascendant recommends that a client roll over their retirement plan assets into an account to be managed by Ascendant, such a recommendation creates a conflict of interest if Ascendant will earn new (or increase its current) compensation as a result of the rollover. **No client is under any obligation to roll over retirement plan assets to an account managed by Ascendant. Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

### Custodian Charges-Additional Fees

As discussed in Item 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Ascendant generally recommends that Schwab serve as the broker-dealer/custodian for client investment management assets. Ascendant may also recommend that Fidelity serve as the broker-dealer/custodian, primarily for participants in specific workplace savings plans. Broker-dealers such as Schwab and Fidelity charge transaction fees for effecting certain securities transactions. In addition to Ascendant's investment advisory fee referenced in Item 5 below, the client may also incur transaction fees to purchase certain securities for the client's account (primarily mutual funds). **ANY QUESTIONS:**

**Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions that a client or prospective client may have regarding the above.**

**Please Also Note:** In addition to Ascendant's investment advisory fee described below, and transaction and/or custodial fees discussed above, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). **ANY QUESTIONS: Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions that a client or prospective client may have regarding the above, including DFA.**

#### Portfolio Activity

Ascendant has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Ascendant will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Ascendant determines that changes to a client's portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity. Of course, as indicated below, there can be no assurance that investment decisions made by Ascendant will be profitable or equal any specific performance level(s).

#### Please Note: Investment Risk

Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Ascendant) will be profitable or equal any specific performance level(s).

#### Socially Responsible Investing Limitations

Certain clients desire to invest all, or a portion, of their investment portfolio in socially responsible mutual funds (the "Funds") (i.e., mutual funds that have a mandate to avoid, when possible, investments in alcohol, tobacco, firearms, oil drilling, etc.). The number of the Funds are substantially few when compared to those that do not maintain such a mandate. The Funds have historically underperformed broad market indices. The Client is under no obligation to invest any portion of their portfolio in the Funds. The Client must accept the above limitations regarding the Funds, including historical underperformance.

#### Please Note: Use of DFA Mutual Funds

Ascendant utilizes the mutual funds issued by Dimensional Fund Advisors ("DFA"). DFA funds are generally only available through registered investment advisers approved by DFA. Thus, if the client was to terminate Ascendant's services, and transition to another adviser who has not been approved by DFA to utilize DFA funds, restrictions regarding additional purchases of, or reallocation among other DFA funds, will generally apply.

#### Please Note: Use of Mutual and Exchange Traded Funds

Most mutual funds and exchange traded funds are available directly to the public. Thus, a prospective client can obtain many of the funds that may be utilized by Ascendant independent of engaging Ascendant as an investment advisor. However, if a prospective client determines to do so, he/she will not receive Ascendant's initial and ongoing investment advisory services.



### Participant Directed Retirement Plans

Ascendant may also provide investment advisory and consulting services to participant directed retirement plans per the terms and conditions of a written agreement between Ascendant and the plan. For such engagements, Ascendant shall assist the Plan sponsor with the selection of an investment platform from which Plan participants shall make their respective investment choices (which may include investment strategies devised and managed by Ascendant), and, to the extent engaged to do so, may also provide corresponding education to assist the participants with their decision making process.

### Trustee Directed Plans

Ascendant may be engaged to provide discretionary investment advisory services to ERISA retirement plans, whereby the Firm shall manage Plan assets consistent with the investment objective designated by the Plan trustees. In such engagements, Ascendant will serve as an investment fiduciary as that term is defined under The Employee Retirement Income Security Act of 1974 (“ERISA”). Ascendant will generally provide services on an “assets under management” fee basis per the terms and conditions of a written agreement between the Plan and the Firm.

### Gėneos Investment Adviser Representatives

Ascendant investment adviser representatives also serve as investment adviser representatives of Gėneos, in Gėneos’ separate registered capacity as an SEC investment adviser. When serving as investment adviser representatives of Gėneos (generally, with exception, for smaller accounts), the client will engage Gėneos (not Ascendant) as the investment adviser per the investment-related offerings and services provided and administered by Gėneos. The recommendation that a client engage Gėneos to serve as an investment adviser presents a conflict of interest, as the recommendation could be made on the basis of compensation to be received by Ascendant representatives in their capacity as investment adviser representatives of Gėneos, rather than basing such recommendation on a particular client’s need.

### Wrap Fee Program

Ascendant does not participate in a wrap fee program.

### Assets Under Management

As of December 31, 2019, Ascendant \$217,215,618 in discretionary assets under management.

## Item 5 - FEES AND COMPENSATION

### Investment By Design™

Fees are negotiable and are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds. Advisory fees will be charged in advance of each calendar quarter. The quarterly advisory fee will be calculated based on the value of your account on the last business day of the just completed calendar quarter. No fee adjustments are made during a quarter for inflows and outflows occurring in the account during a calendar quarter. Additionally, no fee adjustments will be made for account appreciation or depreciation.

### Fee Schedule

Maximum Annual Fee of 1.5% for all managed accounts. Fees are negotiable. Clients and advisory representative may agree to a lower fee. See additional important disclosure regarding advisory fees at Item 7 below.

The fee calculation formula used by Ascendant will depend on the custodian you have selected.

Assets custodied at Schwab

Quarter end account value x advisory fee / 365 (days) x number of days in the quarter = Quarterly fee

Assets custodied at Fidelity

Quarter end account value x advisory fee / 4 = Quarterly fee

Ascendant aggregates or households your managed accounts together per custodian to determine your quarterly fee (limited to a household).

For example, if you have four managed accounts with a value as of the just completed calendar quarter of: \$101,569.40, \$355,498.46, \$675,879.50, and \$74,301.12 with a total value of \$1,207,248.48, your fee will be calculated as follows.

First \$1,000,000 x 1.5% =	\$15,000
Balance of \$207,248.48 x 1% =	<u>\$2,072.48</u>
Annual fee	\$17,072.48
Quarterly fee based on assets custodied at Schwab	
\$17,072.48 / 365 = \$46.77 per day x 92 days =	\$4,302.84

Ascendant may change the above fee schedule upon 30-days prior written notice to you.

In addition to the advisory fees above, you will pay transaction fees for certain securities transactions executed in your account in accordance with the custodian's transaction fee schedule. Additionally, you will pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the account. Such fees are charged by the product, broker/dealer, or account custodian, not Ascendant. Ascendant does not share in any portion of such fees. Additionally, you will pay your proportionate share of the fund's management, administrative fees, and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. Such advisory fees are not shared with Ascendant and are compensation to the fund manager.

Advisory fees will generally be collected directly from your account, provided you have given Ascendant written authorization. You will be provided with an account statement reflecting the deduction of the advisory fee direct from the account custodian. If the Account does not contain sufficient funds to pay advisory fees, Ascendant has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. You may reimburse the account for advisory fees paid to Ascendant except for ERISA and IRA accounts.

Ascendant recommends mutual funds that pay 12b-1 fees and no-load funds. 12b-1 fees are fees paid out of fund assets to cover the costs of marketing and selling fund shares. Mutual funds and/or share classes of mutual funds that pay 12b-1 fees generally have higher expense ratios than those that do not pay 12b-

1 fees. Ascendant or advisory representatives do not receive 12b-1 compensation as a result of mutual fund transactions conducted through Schwab or Fidelity. Accordingly, the amount of any 12b-1 fee paid by the applicable fund company will not be reimbursed to any client account.

You may purchase some of the securities recommended by Ascendant directly or through other brokers or agents not affiliated with Ascendant.

### Termination Provisions

You may terminate management services upon Ascendant's receipt of your written notice to terminate. Should you terminate investment advisory services during calendar quarter, you will be issued a pro-rated refund of the advisory fee from the date of termination to the end of the calendar quarter.

### Financial Planning and Consulting Services Fees

Fees for planning services are strictly for planning services. Therefore, you will pay fees and/or commissions for additional services obtained such as asset management or products purchased such as securities or insurance. The fees for financial planning services will be dependent on several factors including time spent, number of meetings, complexity of your situation, amount of research, services requested, and staff resources.

You will be provided a quote of the anticipated fee prior to the advisory contract being executed. One-half (1/2) of the balance is due upon execution of the advisory agreement with Ascendant and the balance due at the time of presentation of the plan, unless otherwise negotiated with you. The fee will range from \$250.00 to \$10,000.

### Termination Provisions for Financial Planning

You may terminate investment advisory services upon Ascendant's receipt of your written notice to terminate. You will be responsible for any time spent by Ascendant. Any refund of pre-paid fees will be calculated based upon work already completed and time spent on your case.

## Item 6 - PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT

This section is not applicable to Ascendant since Ascendant does not charge performance-based fees.

## Item 7 - TYPES OF CLIENTS

Ascendant primarily serves individuals and families, but has also been engaged by entities, including retirement plans. Ascendant may charge a lesser investment advisory fee, charge a flat fee, or waive its fee entirely based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, grandfathered fee schedules, Ascendant employees and family members, courtesy accounts, competition, negotiations with client, etc.). **Please Note:** As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

**ANY QUESTIONS: Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions that a client or prospective client may have regarding advisory fees.**

## Item 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Generally Ascendant Financial Solutions, Inc. follows modern portfolio theory as a guide to construct portfolios from asset class, risk, and diversification standpoints. If a custom portfolio is needed a fundamental approach is used. Custom portfolios are created under unique circumstances.

Ascendant rebalances when portfolios dictate that it is necessary to bring risk back to agreed upon parameters.

Ascendant does not represent, warrant, or imply that the services or methods of analysis used by Ascendant can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to major market corrections or crashes. Past performance is no indication of future performance. No guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Ascendant will provide a better return than other investment strategies.

As stated above in Item 5, Ascendant primarily uses mutual funds and exchange traded funds (ETFs). The risks with mutual funds include the costs and expenses within the fund that can impact performance, change of managers, and a fund straying from its objective. Open ended mutual funds do not typically have a liquidity issue and the price does not fluctuate throughout the trading day. Mutual fund fees are described in the fund's prospectus, which is provided by the custodian or Ascendant, following any purchase of a mutual fund that is new to the client's account. In addition, a prospectus is available online at each mutual fund company's website. At any time, Ascendant will direct the client to the appropriate web page to access the prospectus or send a copy using email or the United States Postal Service.

ETFs trade on an auctionable market. Therefore, there is more price fluctuation with ETFs than with mutual funds since ETFs trade throughout the day, whereas mutual funds are priced once a day. Also, since most ETFs only mirror a market index, such as the S&P 500, they won't outperform the index.

## Item 9 - DISCIPLINARY INFORMATION

There is no reportable disciplinary information required for Ascendant or its management persons that is material to your evaluation of Ascendant, its business, or its management persons.

## Item 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Ascendant **does not** serve as an attorney, accountant, or insurance agent, and no portion of our services should be construed as same. Accordingly, Ascendant **does not** prepare legal documents, prepare tax returns, or sell insurance products. To the extent requested by a client, we may recommend the services of other professionals for non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.), including representatives of Ascendant in their separate individual capacities as representatives of Gëneos, an SEC registered and FINRA member broker-dealer, and as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Ascendant and/or its representatives. **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the

engaged unaffiliated licensed professional[s] (i.e. attorney, accountant, insurance agent, etc.), and **not** Ascendant, shall be responsible for the quality and competency of the services provided.

**Please Also Note-Conflict of Interest:** The recommendation by Ascendant representative that a client purchase a securities or insurance commission product from a Ascendant representative in his/her individual capacity as a representative of Gěneos and/or as an insurance agent, ***presents a conflict of interest***, as the receipt of commissions may provide an incentive to recommend investment products based on commissions to be received, rather than on a particular client's need. In addition, certain Ascendant representatives who are also registered representatives of Gěneos are eligible to receive paid travel and attendance at industry conferences, based on overall production. This presents a further **conflict of interest**, as the recommendation to purchase an investment product through an Ascendant representative could be made on the basis of increasing overall production level and obtaining these travel benefits, rather than basing such recommendation on a particular client's needs. No client is under any obligation to purchase any securities or insurance commission products from Ascendant representative. Clients are reminded that they may purchase securities and insurance products recommended by Ascendant through other, non-affiliated broker-dealers and/or insurance agencies. **ANY QUESTIONS: Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA<sup>®</sup>, CFS<sup>®</sup>, remains available to address any questions that a client or prospective client may have regarding the above conflicts of interest.**

**Gěneos Investment Adviser Representatives.** Ascendant investment adviser representatives also serve as investment adviser representatives of Gěneos, in Gěneos' separate registered capacity as an SEC investment adviser. When serving as investment adviser representatives of Gěneos (generally, with exception, for smaller accounts), the client will engage Gěneos (not Ascendant) as the investment adviser per the investment-related offerings and services provided and administered by Gěneos. The recommendation that a client engage Gěneos to serve as an investment adviser presents a conflict of interest, as the recommendation could be made on the basis of compensation to be received by Ascendant representatives in their capacity as investment adviser representatives of Gěneos, rather than basing such recommendation on a particular client's need.

## Item 11 – CODE OF ETHICS, PARTICIPATION OF INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Ascendant has a fiduciary duty to you to act in your best interest and always place your interests first. Ascendant takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as Ascendant's policies and procedures. Ascendant strives to handle your non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides you with Ascendant's Privacy Policy.

Ascendant maintains a code of ethics for its advisory representatives, supervised persons, and staff. The Code of Ethics contains provisions for standards of business conduct to comply with federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Ascendant's Code of Ethics establishes Ascendant's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.

Neither Ascendant nor its associated persons recommend to clients, or buys or sells for client accounts, any securities in which we have a material financial interest.

Ascendant and its associated persons may personally buy or sell securities identical to those securities recommended to you. Therefore, Ascendant and/or its associated persons may have an interest or position in certain securities that are also recommended and bought or sold to you. Ascendant and its associated persons will not put their interests before your interest.

Ascendant is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Associated persons are prohibited from trading on non-public information or sharing such information.

You have the right to decline any investment recommendation. Ascendant and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

## Item 12 - BROKERAGE PRACTICES

In the event that the client requests that Ascendant recommend a broker-dealer/custodian for execution and/or custodial services, Ascendant generally recommends that investment advisory accounts be maintained at Schwab (although Ascendant does manage assets maintained at client-directed custodians, including Fidelity). Prior to engaging Ascendant to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with Ascendant setting forth the terms and conditions under which Ascendant shall advise on the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Ascendant considers in recommending Schwab (or any other broker-dealer/custodian to clients) include historical relationship with Ascendant, financial strength, reputation, execution capabilities, pricing, research, and service. Although the transaction fees paid by Ascendant's clients shall comply with Ascendant's duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where Ascendant determines, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, transaction rates, and responsiveness. Accordingly, although Ascendant will seek competitive rates, it may not necessarily obtain the lowest possible rates for client account transactions. The transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Ascendant's investment advisory fee.

**Non-Soft Dollar Research and Benefits:** Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Ascendant can receive from Schwab (or another broker-dealer/custodian, investment manager, platform sponsor, mutual fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Ascendant to better monitor and service client accounts maintained at such institutions. Included within the support services that can be obtained by Ascendant can be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support-including client events, computer

hardware and/or software and/or other products used by Ascendant in furtherance of its investment advisory business operations.

Ascendant's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as the result of this arrangement. There is no corresponding commitment made by Ascendant to Schwab, or any other any entity, to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

**ANY QUESTIONS: Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions that a client or prospective client may have regarding the above arrangements and the corresponding conflict of interest presented by such arrangements.**

**Brokerage for Client Referrals.** Ascendant does not receive referrals from broker-dealers.

**Directed Brokerage.** Ascendant recommends that its clients utilize the brokerage and custodial services provided by Schwab. The Firm may accept directed brokerage arrangements (when a client requires that account transactions be affected through a specific broker-dealer/custodian). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Firm will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Ascendant. As a result, a client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. **Please Note:** In the event that the client directs Ascendant to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Ascendant. Higher transaction costs adversely impact account performance. **Please Also Note:** Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

**Order Aggregation.** Transactions for each client account generally will be affected independently, unless Firm decides to purchase or sell the same securities for several clients at approximately the same time. Firm may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Firm's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Firm shall not receive any additional compensation or remuneration as the result of such aggregation.

## Item 13 – REVIEW OF ACCOUNTS

If you are participating in the Investment By Design™ program you will be invited to participate in not less than an annual review. More frequent reviews will be conducted at your request. You may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Ascendant will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections.

If you are participating in Financial Planning and Consulting Services, reviews will be conducted upon your request. Ascendant suggests you participate in a review at least annually. It is important to update your financial plan or analysis to take into account any changes.

Reviews are conducted by the advisory representative or solicitor you have selected.

- The following advisory representatives participate in reviews: James D. Hoyt, Jason Dittberner, Timothy Ruecker, Keith Todhunter-Schaafsma, and Eric Souders.
- The following solicitors participate in reviews: Jacob Guttman, Aaron Obenberger, Doug Rader, Kirk Wilson, and Victoria Wilson.

You are advised that you must notify your advisory representative or solicitor promptly of any changes to your financial goals, objectives, or financial situation as such changes may require a review of the portfolio allocation and recommendations for changes.

You will be provided statements at least quarterly direct from the account custodian. Additionally, you will receive confirmations of all transactions occurring direct from the account custodian. At least quarterly a consolidated report of your managed account is available. The report is available electronically or may be sent through the mail. You should compare the report with statements received direct from the account custodian. Should there be any discrepancy the account custodian's report will prevail. You may request more frequent reports from Ascendant.

## Item 14 – CLIENT REFERRALS AND OTHER COMPENSATION

As indicated at Item 12 above, Ascendant can receive from Schwab (and others) without cost (and/or at a discount), support services and/or products. Ascendant's clients do not pay more for investment transactions effected and/or assets maintained at Schwab (or any other institution) as result of this arrangement. There is no corresponding commitment made by Ascendant to Schwab, or to any other entity, to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement. **ANY QUESTIONS: Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions that a client or prospective client may have regarding the above arrangement and the corresponding conflict of interest presented by such arrangement.**

**Referral Fees.** If a client is introduced to Ascendant by either an unaffiliated or an affiliated solicitor, Ascendant may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Ascendant's investment management fee, and shall not result in any additional charge to the client. If the client is introduced to Ascendant by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of his/her/its solicitor relationship, and shall provide each prospective client with a copy of Ascendant's written Brochure with a copy of the written disclosure statement from the solicitor to the client disclosing the terms of the solicitation arrangement between Ascendant and the solicitor, including the compensation to be received by solicitor from the Ascendant.

## Item 15 – CUSTODY

Ascendant shall have the ability to deduct its advisory fee from the client's custodial account. Clients are provided with written transaction confirmation notices, and a written summary account statement directly from the custodian (i.e., Schwab, etc.) at least quarterly. **Please Note:** To the extent that



Ascendant provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Ascendant with the account statements received from the account custodian. **Please Also Note:** The account custodian does not verify the accuracy of Ascendant's advisory fee calculation.

Ascendant provides other services on behalf of its clients that require disclosure at ADV Part 1, Item 9. In particular, certain clients have signed asset transfer authorizations that permit the qualified custodian to rely upon instructions from Ascendant to transfer client funds to "third parties." In accordance with the guidance provided in the SEC Staff's February 21, 2017 Investment Adviser Association No-Action Letter, the affected accounts are not subjected to an annual surprise CPA examination.

## Item 16 – INVESTMENT DISCRETION

You grant Ascendant authorization to manage your account on a discretionary basis when the advisory agreement is executed. If you elect to terminate discretionary authorization at any time, Ascendant will terminate management services. Clients who engage Ascendant on a discretionary basis may, at anytime, impose restrictions, in writing, on Ascendant's discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe the Registrant's use of margin, etc.).

Additionally, you are advised that:

- Your written consent is required to establish any mutual fund, variable annuity, or brokerage account.
- If you elect to implement recommendations through your advisory representative, Ascendant requires the use of the broker/dealer with which your advisory representative is registered for sales in commissionable mutual funds or variable annuities.
- Ascendant's discretionary authority is limited to conducting transactions and does not extend to removing funds or securities from your account, with the exception of payment of our advisory fees.
- Ascendant does not have the authority to determine the commission rates a client may pay.

## Item 17 – VOTING CLIENT SECURITIES

Ascendant does not vote your securities. Securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact Ascendant about questions you may have and opinions on how to vote the proxies, but the decision to vote and how to vote proxies is solely yours.

## Item 18 – FINANCIAL INFORMATION

Ascendant will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service.

Ascendant is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

Ascendant has not been the subject of a bankruptcy petition.

**ANY QUESTIONS: Ascendant's Chief Compliance Officer, James D. Hoyt, CPWA®, CFS®, remains available to address any questions regarding this Part 2A.**