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Member FINRA, SIPC and MSRB  
<http://www.harbourinv.com>  
email: info@harbourinv.com

Dear Investor,

Harbour Investments, Inc. would like to thank you for your business; it is greatly appreciated.

Please complete a Harbour Customer Investment Profile when establishing a new account or updating personal information. As part of the USA PATRIOT Act of 2001 to help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What does this mean to you? When you open or update an account with Harbour Investments, Inc., we require your name, address, date of birth and other personal and financial information that will permit us to identify you. We may ask to see your driver's license, passport, or other identifying documents for verification. Harbour may share information obtained from you with third parties to verify your identity, in compliance with federal law and Harbour's Privacy Policy.

You will receive Harbour's Customer Agreement, Privacy Policy, Business Continuity Disclosure and the Client Relationship Summary upon completion of the Harbour Customer Investment Profile ("CIP"). Your Harbour financial professional will return an executed copy of the Manager Approved CIP Form to you. Please verify the accuracy of the information on the CIP Form and report any discrepancies or changes that need to be made to your Harbour financial professional or Harbour Investments, Inc. (608) 662-6100, or 575 D'Onofrio Drive, Suite 300, Madison, WI 53719. If we do not receive notification from you within 30 business days of the Manager's Approval Date, Harbour will assume that the CIP information is accurate. The Investment Objectives within the CIP may be defined as: Growth – An investment approach which generally seeks capital appreciation. Income – An investment approach which generally seeks current income over time. Insurance – An investment approach which generally protects certain assets upon death of account holder. Tax Advantage – An investment approach which generally seeks deferral and exemption from income tax.

Please note that Harbour's Registered Representatives and Investment Advisor Representatives are authorized by Harbour to deal only in Harbour-authorized products and services through Harbour. Confirmation of the purchase or sale of such products will appear solely on Harbour-authorized reports, confirmations, and statements. No financial professional is authorized by Harbour to sell, buy or deal in any securities for a customer outside the regular course of Harbour's business. We invite you to visit the "clients" section of our website at [www.harbourinv.com](http://www.harbourinv.com) or to contact the Harbour Home Office directly for information regarding the firm's approved products, if any question arises whether a product is being offered in the ordinary course of Harbour's business or is otherwise approved by the firm. Our website also has details on Harbour's relationship with your financial professional and you, the client. Also, Harbour is a member of the Securities Investor Protection Corporation ("SIPC"). You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC at [www.sipc.org](http://www.sipc.org), or calling (202) 371-8300. We again invite you to visit our website where you can find current SIPC contact information in our client's section.

Finally, please note that you will receive confirmations and periodic statements regarding your investments from the product sponsor or clearing firm where your assets are being held. Please promptly verify the accuracy of these statements and note that Harbour Investments, Inc. and your financial professional are named on them.

Please feel free to contact us at any time if you have any questions regarding any of the above.

We thank you once again for your business.

Cordially,  
Harbour Investments, Inc.



## CUSTOMER AGREEMENT

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In consideration of your accepting one or more accounts of the undersigned (whether designated by name, number or otherwise) and your agreeing to act as brokers for the undersigned in the purchase or sale of securities, the undersigned represents and agrees as follows:

1. The undersigned, if an individual, represents that he or she is of legal age.
2. The undersigned understands and agrees to promptly verify the accuracy of confirmations on all transactions. These confirmations will come directly from the product sponsor or clearing firm where your assets are being held.
3. If this is a joint account, unless we notify you otherwise and provide such documentation as you require, the account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with the agreement. You shall be fully protected in acting, but shall not be required to act upon the instructions of either of us. Each of us shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by either or both of us.
4. Whenever the undersigned does not, on or before the settlement date, pay in full for any security purchase for the account of the undersigned, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule or regulation), until payment or delivery is made in full, to sell any or all securities which you may hold for the undersigned (either individually or jointly with others), or to buy in any or all securities required to make delivery for the account of the undersigned, or to cancel any or all outstanding orders or commitments for the account of the undersigned. I understand that I will be solely responsible for any expense, loss, commission, and/or fees.
5. You are authorized, in your discretion, should the undersigned die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out the accounts of the undersigned, in whole or in part, or to close out any commitment made on behalf of the undersigned.
6. Any sale, purchase or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, or at public auction, or at private sale without advertising the same and without any notice, prior tender, demand or call, and you may purchase the whole or part of such securities free from any right of redemption, and the undersigned shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand or call from you shall not be considered a waiver of any provision of this agreement. The "undersigned" shall include any person executing this agreement on the front thereof. "You" shall include the bank, issuer, broker or other financial institution, which opened the account of the undersigned.
7. This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon the undersigned and/or the estate, executors, administrators and assigns of the undersigned.
8. You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control.
9. The undersigned understands and agrees that for our mutual protection you may electronically record any of our telephone conversations.
10. Except as otherwise expressly provided in this document, no provision of this agreement shall in any way be modified, altered, waived or amended except by a writing signed by Harbour and you.
11. The Client acknowledges and understands that Harbour's Registered Representatives and Investment Advisor Representatives are authorized by Harbour to deal only in Harbour-authorized products and services through Harbour. Confirmation of the purchase or sale of such products will appear solely on Harbour-authorized reports, confirmations, and statements. Confirmations shall be issued to the client directly from a Harbour-approved product sponsor or by Harbour and no other person or entity. No financial professional is authorized by Harbour to sell, buy or deal in any securities for a customer outside the regular course of Harbour's business. Client acknowledges that Client shall contact the Harbour Home Office directly for information regarding the firm's products if any question arises whether a product is being offered in the ordinary course of Harbour's business or is otherwise approved by the firm.
12. Additional Compensation for Expense Reimbursement - Harbour financial professionals may receive expense reimbursement from entities which include but are not limited to product sponsors. Typically, this may include reimbursement for the costs of seminars, client get-togethers, meals, travel, lodging and other expense reimbursement. These reimbursements do not impact client funds or performance since they are not paid directly or indirectly from client assets. Nonetheless, the receipt of expense reimbursement creates a conflict of interest for financial professionals receiving it, since it may cause financial professionals to favor recommendations of entities and products of reimbursing entities over those entities not providing such reimbursement. Financial professionals will advise clients as part of any recommendation whether they receive such expense reimbursement. Clients are free upon disclosure to select products and services from entities not providing financial professionals expense reimbursement.
13. Trusted Contact Person – Harbour and its financial professionals are authorized to contact the trusted contact person and disclose information about the customer's account to address possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by [Rule 2165](#).



**CUSTOMER AGREEMENT**

14. This agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- (1) All parties are, with limited exceptions as outlined below, giving up the right to sue each other in court, including the right to a trial by jury, and except as otherwise provided by the rules of the arbitration forum in which a claim is filed.
- (2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (4) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (5) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (7) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

**UNLESS VOID PURSUANT TO THE FEDERAL SECURITIES LAWS, OR OTHER REGULATION, INCLUDING REGULATIONS PROMULGATED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND/OR UNITED STATES DEPARTMENT OF LABOR, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS ACCOUNT INCLUDING ANY TRANSACTION, OR THE CONSTRUCTION, PERFORMANCE OR BREACH OF ANY TERMS OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN US ENTERED INTO PRIOR, AND/OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE FINANCIAL INDUSTRY REGULATORY AUTHORITY CODE OF ARBITRATION PROCEDURE.**

Except as to issues regarding breach of fiduciary duty, or a claim based on breach of a best interest contract exemption ("BICE") provision, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

15. Reward Programs - Harbour sponsors certain reward/incentive programs to its financial professionals based on the financial professional's total revenue and production each year. Producing financial professionals receive recognition in an award presentation and receive a special dinner and award at Harbour's annual conference. They receive free hotel rooms at the Harbour conference, a special gift (worth approximately \$100) and monetary credit toward an annual trip Harbour offers its financial professionals. Receipt of these benefits is a conflict of interest since it incentivizes financial professionals to generate revenue and, under some circumstances, impacts a recommendation to a client made by a financial professional. Clients are advised of this conflict and are free to deal with financial professionals who do not participate in these programs.

16. Electronic Signature - The parties agree that the electronic signature of either party to this Agreement is valid, authentic and may substitute for an original signature. Each electronic signature is effective to bind its maker to this Agreement. Furthermore, the parties agree that an electronically signed document (including this Agreement) is for all purposes, including but not limited to SEC Rule 17a-3, deemed to be written, to have been signed and to constitute a record established and maintained in the ordinary course of business as an original record when printed from electronic files. Paper copies, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding will be admissible to the same extent and under the same conditions as other original business records created with a "wet signature". "Electronic signature" means either symbols or other data in a digital form attached to an electronically transmitted document verifying the party's intent to sign the document, as well as original wet signatures transmitted by electronic means.

17. The client(s) agrees to receive electronic delivery of notices, disclosures or other correspondence from Harbour Investments, Inc.

18. The client hereby makes the following representations about informed consent of the receipt of certain information from Harbour: I (we) agree to receive, and have received delivery of Harbour's Best Interest Disclosure and Harbour's Mutual Fund Breakpoint Disclosures, by visiting <https://harbourinv.com/clients/regulation-bi/> and <https://harbourinv.com/clients/>, respectively.

19. The client hereby makes the following representations about informed consent of the receipt of certain information from Harbour: I (we) acknowledge receipt of Harbour's Client Relationship Summary (Form CRS) and understand its contents.

## HARBOUR INVESTMENTS, INC. PRIVACY POLICY

Harbour Investments, Inc. understands that you are concerned about the confidentiality of the financial and personal information you give our firm in the normal course of our conducting securities transactions and providing related investment services. Our Privacy Policy has been reasonably designed to ensure the security of your financial and personal information.

*What information will we collect?* The financial and personal information you disclose to us (nonpublic personal information) is essential to Harbour Investments and its financial professionals as we assist you in choosing quality investment products and services suited to your needs. This information includes your name, address, date of birth, social security number, occupation, assets, income, investment objectives and so forth. Nonpublic personal information is gathered from the following sources: (1) information we receive from you on account forms, applications and other documents involved with securities transactions and related investment services, and (2) information about transactions placed through our firm and/or our clearing firms by you or your Harbour financial professional.

At Harbour, staff access to this information is strictly on a need to know basis in order to carry out your wishes. This information may also be disclosed as required by law, and to securities regulatory agencies or government agencies. Harbour has procedures reasonably designed to protect your information from unauthorized use.

*Why does Harbour disclose nonpublic personal information to certain third parties?* Harbour is a non-carrying broker dealer; Therefore, in order to fulfill your investment instructions, this information is shared with our clearing firms, product vendors such as mutual funds and insurance companies and such other nonaffiliated third parties as may be necessary and permitted by law. Harbour does not share nonpublic personal information with affiliated and nonaffiliated third parties for marketing purposes. We appreciate your business and we hope you will cooperate with us in this matter.

*What happens to nonpublic personal information if a customer closes his or her account(s) with Harbour?* We may share your information with a new broker dealer or Registered Investment Advisor that you select to facilitate the transfer of your investments. We understand the importance of your relationship with your financial professional; Therefore, we may allow our financial professionals who leave our firm for another broker dealer or Registered Investment Advisor to retain copies of your information so they can assist with the transfer of your investments and continue to service your account at their new broker dealer. Any continuing use of your information by the financial professional is subject to the new firm's privacy policy. If you do not want your financial professional to transfer this information from our firm to his or her new firm in order to continue servicing your account, please contact us by telephone at (608) 662-6100, or write to Harbour Investments, Inc., 575 D'Onofrio Drive, Suite 300, Madison, WI 53719 to opt out of this information sharing. After your account is closed, we will continue to adhere to the privacy policy described herein and may properly dispose of your information after 6 years.

A current version of Harbour's privacy policy may be obtained by visiting the client disclosures section of our website [www.harbourinv.com/clients](http://www.harbourinv.com/clients).

### FINRA BROKER CHECK

An investor brochure describing FINRA's Broker Check is available online by visiting [www.finra.org](http://www.finra.org) or calling the FINRA Broker Check hotline number, 800-289-9999.

### BUSINESS CONTINUITY

Harbour Investments, Inc. strives to provide extraordinary customer service to our clients. If we are temporarily unavailable due to an uncontrollable circumstance, we are providing our clients with a brief overview of how we plan to recover access to us in a reasonable amount of time. Harbour has an extensive business continuity plan in place to address any interruption of our daily operations. This plan is reviewed annually, is subject to modification, and is promptly updated when warranted. Harbour is not providing specific details of its business continuity plan due to confidential information and to assure security of an effective plan of recovery. This detailed plan entails what actions Harbour will take in the event of business disruption caused by several different scenarios including building-wide, citywide, or even a regional incident. This can include routing personnel and communication to an alternate facility depending on the severity of disruption. We value the importance of quick recovery and our recovery objective time for business resumption is four hours. This time may be affected by circumstances beyond our control. Harbour's vital information has a daily back up and is sent offsite to two separate facilities. Our clients can access [www.harbourinv.com](http://www.harbourinv.com) to get the latest information in the event of a disruption. If we are in the process of recovering from a disruption, our clients may contact the clearing firm with which their accounts are associated. Only contact these firms if information is unavailable due to a disruption in our operations. If you have monies held directly with a mutual fund, variable annuity, or insurance company, you can contact each company by calling the number on your statement or prospectus.

**Pershing LLC**  
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# CUSTOMER INVESTMENT PROFILE

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*The purpose of this form is to know the essential facts concerning every customer. This is required to effectively service accounts and comply with applicable laws, regulations, and rules. If you have questions regarding any of the terms on this page, please visit <https://harbourinv.com/clients/definitions/> or contact your financial professional.*

## PART I: CUSTOMER PROFILE DATA

Investor 1	TIN/SSN	Date of Birth
Investor 2	TIN/SSN	Date of Birth
Street Address (required)	Phone Inv 1	<input type="checkbox"/> Home
City, ST ZIP	Phone Inv 2	<input type="checkbox"/> Home
Mailing Address (if different)		
Occupation Investor 1	Employer	Email <sup>1</sup>
Occupation Investor 2	Employer	Email <sup>1</sup>
Minor1	SSN1	DOB1
Minor2	SSN2	DOB2
Trusted Contact Person Name	Phone	Email

I/WE ELECT TO OPT-OUT OF ANNUAL MAILINGS, AVAILABLE AT [WWW.HARBOURINV.COM](http://WWW.HARBOURINV.COM).

THIS IS A SIMPLE OR SEP PLAN PARTICIPANT.  (If so, skip to Risk Tolerance and Investment Objective).

Email<sup>1</sup>. By providing your email address(es) above you agree to receive confirms/disclosures via email. (Personal information may include address, investment time frame and/or risk tolerance.)

## PART II: CUSTOMER INFORMATION

Household Income  \$0 - 49,999  \$50,000 - 99,999  \$100,000 - 249,999  \$250,000 - 499,999  \$500,000+

Household Net Worth  \$0 - 99,999  \$100,000 - 499,999  \$500,000 - 999,999  \$1,000,000 - \$4,999,999  \$5,000,000+

HH Net Worth Exc Home  \$0 - 99,999  \$100,000 - 499,999  \$500,000 - 999,999  \$1,000,000 - \$4,999,999  \$5,000,000+

Average Annual Expenses  \$0 - 24,999  \$25,000 - 49,999  \$50,000 - 99,999  \$100,000 - 199,999  \$200,000+

Risk Tolerance  Conservative  Moderate Conservative  Moderate  Moderate Aggressive  Aggressive

Investment Objective  Income  Growth & Income  Growth

## PART III: CUSTOMER STATEMENT

I/We acknowledge the above information is accurate. I/we understand the financial professional who has signed below is an independent contractor with Harbour Investments, Inc., and that any questions, concerns, public disclosure inquiries or service requests may be directed to the financial professional or to Harbour Investments, Inc.'s home office. **I/We have received and accept the Customer Agreement, which includes the Predispute Arbitration clause located on the top of the second page, Privacy Policy, Business Continuity Disclosure and Client Relationship Summary.** By signing below, I hereby agree to arbitrate any claim or dispute which may arise in accordance with the Predispute Arbitration Clause.

Signature of Investor 1 \_\_\_\_\_ Date \_\_\_\_\_

Identification Number for Investor 1 \_\_\_\_\_

Identification issued by: \_\_\_\_\_  Driver's License  Passport  Other  
 State or Country \_\_\_\_\_

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Affiliated with FINRA or Exchange Member

Signature of Investor 2 \_\_\_\_\_ Date \_\_\_\_\_

Identification Number for Investor 2 \_\_\_\_\_

Identification issued by: \_\_\_\_\_  Driver's License  Passport  Other  
 State or Country \_\_\_\_\_

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Affiliated with FINRA or Exchange Member

## PART IV: FINANCIAL PROFESSIONAL STATEMENT

I am acquainted with this customer, have discussed their investment objectives, verified their identity, and am licensed to transact business in the client's state of residence. The above information furnished by the customer and other information known by me adequately describes the client's circumstances and objectives.

Signature of Financial Professional \_\_\_\_\_ Date \_\_\_\_\_ Rep # \_\_\_\_\_



## Client Relationship Summary (Form CRS/Form ADV Part 3)

### Item 1 – Introduction

Harbour Investments, Inc. is registered with the Securities and Exchange Commission (SEC) as a Registered Investment Adviser and Broker-Dealer. Fees for investment advisory services and brokerage accounts differ, and it is important for you to understand these differences. This client relationship summary is intended to describe different types of services that we offer, outline fees and costs you will pay for those services and highlight conflicts of interest that a financial professional may have. Also included in this summary is our standard of conduct, our disciplinary history and sample questions for you to ask your financial professional. You can find additional details about how we work by visiting our website at <https://harbourinv.com/clients/how-we-work/>.

Free and simple to use tools are also available to assist you in researching firms and financial professionals at [Investor.gov/CRS](https://investor.gov/CRS). This website provides educational materials about broker-dealers, investment advisers, and investing.

### Item 2 – Relationships and Services

#### What investment services and advice can you provide me?

Harbour Investments, Inc. offers investment advisory & brokerage services to retail investors through a financial professional that you work with directly. Harbour does not take custody or possession of your assets. Advisory and Brokerage services differ as outlined below and your financial professional may be able to offer to work with you in an advisory or brokerage capacity or in some cases both.

**Advisory Services** – Advisory services that are offered include financial planning, wrap fee, non-wrap fee asset management and third-party portfolio management services. Additional services offered to retail investors under an advisory relationship may include asset allocation, estate planning, cash flow analysis, insurance review, college/education funding analysis, employer sponsored plan/401K review, assistance in coordination with a tax professional and other services not listed here based on your needs. Services provided by a financial professional begin with helping you identify your investment and financial objectives. You work together to develop strategies based on your personal situation and desires. The strategy is carried out through the buying, selling, and holding of securities within your account. Your account is monitored on a continuous basis and may be traded on a discretionary or non-discretionary basis which is determined by you.

Under a discretionary relationship you are granting your advisor the authority to execute previously discussed strategies by purchasing and selling securities in your account. Your advisor will determine the securities and when to purchase or sell those securities. The discretionary authority will remain in effect until terminated by you or your financial advisor. If you choose non-discretionary authority, your advisor will recommend buy and sell transactions, but you will make the ultimate decision regarding when to purchase or sell securities in your account.

Continuous monitoring of your account may not be possible in a financial planning relationship or instances

where your account is only held for a limited duration of time. In certain instances, an account minimum of \$5,000 or more may apply. If your account is less than \$5,000 the services that can be offered may be limited. Our financial professionals are required to pass a qualification exam to provide investment advisory services. You can view the qualification exams that your financial professional has passed by searching their name on the SEC website at <https://adviserinfo.sec.gov/>.

**Brokerage Services** – We offer brokerage services including the purchase and sale of investments such as mutual funds, stocks, bonds, variable annuities, and exchange traded funds to retail clients. All transactions are on a non-discretionary basis. You may select investments, or we may recommend investments for your account, but the ultimate investment decision as to your investment strategy and the purchase or sale of investments will be yours. We can offer you additional services to assist you in developing and executing your investment strategy and monitoring the performance of your account. We do not monitor your account unless we agree in writing. We offer a large selection of investments, but do not offer proprietary products and may limit certain speculative investments. We do not have investment amount minimums, but investment companies or financial professionals may have their own. Our financial professionals are required to pass a qualification exam to sell different brokerage products. You can view the qualification exams that your financial professional has passed by searching their name on FINRA’s Broker Check website at <https://brokercheck.finra.org/>.

**Additional Information** – Additional information regarding our services can be found on our website at <https://harbourinv.com/clients/regulation-bi/> and in our investment advisory brochure or wrap fee brochure at <https://harbourinv.com/clients/disclosures/>.

**Conversation Starter – Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?**  
**How will you choose investments to recommend to me?**  
**What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?**

### Item 3 – Fees, Costs, Conflicts, and Standard of Conduct

#### What fees will I pay?

**Principal Advisory Fees** – You will pay fees for an advisor to manage the assets in your account and provide other account related services. These fees are most often calculated as a percentage of the value of assets in your account(s) but may also be a flat rate fee. Fees paid to the advisor for managing your assets should not exceed 1.5% of your total assets under management annually. If your account is set up with a wrap arrangement, the fee that you pay to your advisor also covers trade costs from the custodian. If your account is non-wrap you will pay trading fees from your account to the custodian when applicable. Advisor fees may be billed on a monthly, quarterly, or annual basis. With wrap-accounts the advisor usually charges a higher fee to help cover costs associated with trading within the account. When fees are based on overall assets under management, the advisor’s fee will be higher when there are more assets in the account. For this reason, an advisor is incentivized to recommend you increase the assets in your account. Since fees are based on assets under management and not performance, an advisor may have incentive to focus more on gathering new assets rather than managing existing assets. You may also be charged financial planning fees based on services provided that are unrelated to the management of assets in your account. Commonly these fees are for services

involved in creating a detailed financial plan, analysis, or other service type work. These fees may be charged at an hourly rate or flat rate per project. These fees can be paid by you at the time you enter a contract for services, at the completion of services or anytime in between. In either fee arrangement mentioned above, you and your advisor will determine an appropriate fee rate and payment schedule upon entering a financial advisory relationship.

**Principal Brokerage Fees** – In your brokerage/investment account you pay certain fees (commissions, sales charges, and ticket charges) in connection with the buying and selling of each investment product. These transaction fee rates may be set by the product sponsor or by your financial professional. Ticket charges vary as each registered representative sets their own schedule. Generally, ticket charges range from about \$50 to 2% of the transaction amount. Commissions and sales charges vary depending on the product and some products such as variable annuities have commissions built into the purchase amount. Mutual funds sales charges typically range from 1%-5.75% with possibilities for a sales charge reduction based on the amount of assets in your account. The product prospectus for mutual funds and variable annuities contains all information regarding the product. Harbour and your financial professional receives compensation from the assessment of these fees. This is a conflict of interest which incentivizes Harbour or your financial professional to recommend products and services that carry higher fees and to trade more frequently, since this enhances the compensation Harbour receives.

**Other Fees and Costs** – Some products have ongoing fees that are built into the product and are paid indirectly by you including marketing and distribution fees. These fees are based on the value of the account and you should consult the product prospectus for full explanation of these fees. You may also pay custodian fees, account maintenance fees, transaction fees, deferred sales charges, exchange fees, SEC fees or other fees directly from your account that are separate from fees paid to Harbour and your financial professional. These fees vary by custodian and will fluctuate based on account size, trading activity and holdings.

**Additional Information** - You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Additional information regarding fees and costs can be found on our website at <https://harbourinv.com/clients/regulation-bi/>.

***Conversation Starter – Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?***

***What are your legal obligations to me when providing recommendations as my investment adviser or when acting as my broker dealer? How else does your firm make money and what conflicts of interest do you have?***

***Standard of Conduct – When we provide you with a recommendation as your investment adviser or as your broker-dealer, we must act in your best interest and not put our interests ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations and investment advice, we provide you. Here are some examples to help you understand what this means.***

**Harbour receives additional compensation based on a fixed amount, flat fee, a formula based on assets under management, or expense reimbursements from certain product sponsors who are considered**



participating sponsors. This creates a conflict of interest for Harbour and our financial professionals since it incentivizes them to focus on these sponsors when recommending products to you instead of similar products from non-sponsors that have more limited access. A list of participating sponsors is updated periodically and can be requested from Harbour at any time.

***Conversation Starter - How might your conflicts of interest affect me, and how will you address them?***

**Additional Information** – Detailed information regarding Regulation Best Interest and conflicts of interest can be found on our website <https://harbourinv.com/clients/regulation-bi/> and <https://harbourinv.com/clients/disclosures/> under compensation from product sponsors and conflicts of interest.

#### **How do your financial professionals make money?**

Generally financial professionals make money based on percentage of assets being serviced; the time and complexity required to meet a client's needs; revenue earned from financial advisory services or recommendations; the product sold or product sales commissions. Financial professionals may also be compensated through non-cash transactions including complementary travel and gifts. Since the adviser receives fees because of your participation in an investment advisory relationship, the adviser has incentive to recommend an advisory relationship over other services. Commission rates vary from product to product which is a conflict of interest that incentivizes our financial professionals to recommend certain products over others.

#### **Item 4 – Disciplinary History**

##### **Do your financial professionals have legal or disciplinary history?**

Yes. You can find disciplinary history by visiting <https://brokercheck.finra.org/> or <https://adviserinfo.sec.gov/> and searching under the Firm tab for Harbour Investments, Inc or the individual tab for your financial professional. You may also visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

***Conversation Starter - As a financial professional, do you have any disciplinary history? For what type of conduct?***

#### **Item 5 – Additional Information**

*You can find additional information regarding our investment advisory or brokerage services by visiting <https://harbourinv.com/clients/>. You can request a copy of the relationship summary by emailing [info@harbourinv.com](mailto:info@harbourinv.com) or calling 608-662-6100. Harbour Investments, Inc. can be reached via mail at 575 D'Onofrio Dr. Suite 300 Madison, WI 53719.*

***Conversation Starter - Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?***

*Form ADV Part 2A Appendix 1*  
*Wrap Fee Program Brochure*



**Harbour Investments, Inc.**

575 D'Onofrio Dr., Suite 300, Madison WI 53719

608-662-6100

[www.harbourinv.com](http://www.harbourinv.com)

March 25, 2025

This Wrap Fee Program Brochure provides information about the qualifications, business practices and disclosures of Harbour Investments, Inc. ("Harbour"). If you have any questions about the contents of this Brochure, please contact your Harbour Investment Advisory Representative ("IAR") or Harbour at [info@harbourinv.com](mailto:info@harbourinv.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Harbour Investments, Inc. is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information about which you determine to hire or retain an adviser.

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

## Item 2 – Material Changes

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 business' fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will further provide you with a new brochure as necessary based on changes or new information, at any time, without charge.

Currently, our brochure may be requested by contacting us at 608-662-6100 and/or email [info@harbourinv.com](mailto:info@harbourinv.com). Our brochure is also available on our web site [www.harbourinv.com/client\\_resources.html](http://www.harbourinv.com/client_resources.html) also free of charge.

Additional information about Harbour Investments, Inc. is also available via the SEC's web site [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with Harbour who are registered, or are required to be registered, as investment adviser representatives of Harbour.

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## **Item 4 – Services, Fees, Compensation and Types of Management Plans**

Harbour is a Wisconsin headquartered securities broker/dealer and federal registered investment adviser incorporated in 1987. Nick W. Sondel owns 75% or more of the firm. Harbour's principal place of business is Madison, Wisconsin and its telephone number is (608) 662-6100. Harbour and its Investment Adviser Representatives ("IARs") provide a variety of Wrap Fee Programs which range from "non-discretionary" to "full discretionary." Third party programs are also offered as described below. Clients and prospective clients should note that participation in any of Harbour's Wrap Fee Programs may cost the client more or less than purchasing services separately. Factors which influence cost include the negotiated fee for the program, the frequency of trading in the account, the type of management sought, as well as other factors intrinsic to specific accounts.

### **Asset Management Services – Wrap Fee Programs – Non-Discretionary**

Harbour sponsors several Wrap Fee Programs featuring various levels of discretionary authority given to Harbour and its IARs by the client to manage investments in an account. The following also provide descriptions of the Wrap Fee Programs. Harbour and its IARs receive a fee (described further below) based on Assets Under Management ("AUM") for its services. Each program begins with the IAR helping a client identify investment and financial objectives. The IAR and the client develop strategies based on various criteria including but not limited to: current resources, level of income, net worth, risk tolerance, time horizon, investment objectives, present and deferred employee benefits, self-employed income and benefits, tax situation, insurance programs and estate planning considerations. Harbour relies on the information provided by the client in providing this advice. The scope of the asset management service depends on the client's specifications. The IAR will be available to consult with and respond to client questions as well as those of any advisers the client may designate regarding client's financial situation and Harbour's recommendations. Harbour and IAR do not guarantee the results of any recommendation. All trading in the account must first obtain the approval of the client before the transaction is effectuated.

Asset Management Services include most investment vehicles. Typical products are common and preferred stocks, bonds, exchange-traded funds, municipal securities, mutual funds and annuities, both variable and fixed. Harbour recommends different investment strategies, including short-term ones. Generally, however, Harbour recommends strategies for long-term investing. A client's securities portfolio will typically be custodied at one of Harbour's transaction clearing firms, Pershing Advisor Solutions ("PAS"), Charles Schwab Institutional or American Funds Service Company. Harbour and its IARs participate in Schwab Intelligent Portfolios, an automated investment advisory service. Schwab Intelligent Portfolios is made available through Schwab Wealth Investment Advisory, Inc., a registered investment adviser. Harbour and its IARs participate in American Funds F-2

Direct Program. Class F-2 mutual funds are purchased directly through American Funds. Clients are subject to annual maintenance fees and set up costs for IRA accounts through American Funds.

Custodial and clearing firms generate monthly, quarterly or annual reports about the client's accounts. In addition, however, Harbour and its IAR's may also generate quarterly or annual investment reports as well. Harbour and the IAR will not normally generate a written report to review specific or generic products or to discuss planning or investment strategies. In general, Harbour and its IAR will provide supplemental reports only when the client requests these. A client's actively managed holdings can be held at a custodian other than those listed above upon agreement with Harbour. Since these accounts are non-discretionary, i.e. all trading must be done with the client's express prior approval, clients may elect not to invest in certain securities or types of securities.

### **Asset Management Services – Wrap Fee Programs – Limited Discretionary**

Harbour also sponsors a Wrap Fee Program in which an IAR recommends a limited discretionary account. In these accounts, a client gives the IAR authority to rebalance a client account portfolio consisting of mutual funds, exchange traded funds, individual equities or common stocks and bonds. The IAR determines a range of asset allocation for holdings expressed as a percentage of total assets. Due to the different performance of holdings, the value of each as a percentage of total assets may differ over time from the original range. When an individual holding as a percentage of total assets is outside this range, the IAR may rebalance the portfolio to bring the percentage into the target range. The IAR rebalances the account portfolio when deemed necessary in his her or her discretion without prior notice to the customer.

The IAR also decides to replace holdings with a mutual fund or exchange traded fund. For example, in certain portfolios invested in large-cap stocks, a similar mutual fund or exchange traded fund that invests in large-cap stocks may replace these holdings in the IAR's discretion. All other aspects of a limited discretionary account follow the non-discretionary account noted directly above. When mutual funds are being purchased, when possible, the IAR will use Adviser Mutual Funds which are typically lower cost to the client. The IAR shall also seek to select share classes of mutual funds which, in the adviser's opinion, meet the client's needs at a lower cost. Share classes are usually denoted by alphabet letters like "A," "B," "C," etc. Each has different cost structures incurred in connection with holding the product, as further discussed in the prospectus of the product.

### **Asset Management Services – Wrap Fee Programs – Full Discretionary**

Harbour also sponsors a Program in which an IAR recommends a full discretionary account. In these accounts, Harbour and its IAR have discretion to make trades and decide the quantity, price and timing of each trade, all without the client's specific permission. Clients grant this authorization by executing a discretionary trading power of attorney. All

other aspects of a full discretionary account follow the account approaches noted directly above.

### **Third Party Manager – Wrap Fee Programs**

Harbour also sponsors a Program in which the IAR recommends an independent investment manager(s) provide portfolio management services for the client. Harbour has agreements with such third party managers. These include: Q3 Asset Management, LVZ Advisors and others. To facilitate account reporting when using third party managers, account assets are usually custodied as designated by the third party manager. They generally require all securities transactions for the client's account be executed by the custodian. Once a client has selected a manager program, Harbour and its IAR supply the program manager with information regarding the financial background and investment objectives as the client provides. The client executes an advisory agreement with the program whereby the third party independent manager(s) agrees to accept and manage the client's account on a discretionary basis according to client objectives. A client may also use a third party manager platform such as Charles Schwab Institutional. This platform has access to numerous additional third party managers.

If Harbour and its IAR become aware of changes in a client's financial circumstances or objectives, it informs the client's manager. Updated financial information about a client is not collected by Harbour and IAR on a regular basis or given to a manager unless Harbour and IAR are made aware of changes by the client. Clients also communicate changes directly with the client's manager. Harbour receives a portion of the wrap fee charged for our services.

Client assets are managed in all of the above programs. As a point of comparison, at December 31, 2024, Harbour advisors managed assets of approximately \$7,569,614,628; \$4,869,690,700 under Limited/Full Discretionary authority and \$2,699,923,928 on a non-discretionary basis. Harbour also had approximately \$1,328,641,601 under Third Party-Manager-Wrap Fee Programs on a non-discretionary basis.

### **Asset Management Services – Participant Account Management – Discretionary**

We use a third-party platform to facilitate management of held away assets such as defined contribution plan participant accounts, with discretion. The platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the platform. Once Client account(s) is connected to the platform, the IAR will review the current account allocations. When deemed necessary, the IAR will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time, minimize loss during

difficult markets, and manage internal fees that harm account performance. Client account(s) will be reviewed and allocation changes will be made as deemed necessary.

## **Fees and Compensation**

Harbour sponsors Wrap Fee Programs through Pershing Advisor Solutions ("PAS"), American Funds Service Company and Charles Schwab Advisor Services division of Charles Schwab & Co., Inc. This program maintains assets at a designated custodian. The custodian generally executes trades in the client's account. The client, at all times, makes the decision where to custody assets including accounts under ERISA or IRA rules and regulations. Harbour and its IARs offer different compensation options. In most cases, when the client wishes an ongoing investment advisory relationship, compensation is calculated as a percentage of AUM. These fees typically range from 0.25% to 1.5%. Since the IAR receives fees as a result of the client's participation in the program, the IAR has a financial incentive to recommend a wrap fee program over other services. This constitutes a conflict of interest for Harbour and the IAR which must be disclosed to the client, along with a comparison of the cost of the wrap fee program with other potential arrangements. The client is free after such disclosure to choose the wrap fee program or any other program Harbour offers, including a brokerage account charging transaction-based compensation.

The IAR negotiates the management fee with the client. All agreements are subject to Harbour approval. Where the IAR uses commissioned products to implement an investment strategy, fees on the AUM may be waived for agreed periods after the sale which generated the commission. Any refund must be approved by Harbour. In most cases, the value of AUM is determined at account commencement or at the end of the first month or quarter after the account is established. Harbour and the IAR are compensated by the client for advisory services on a monthly, quarterly or any other agreed upon schedule. Fees are calculated by multiplying the percentage fee agreed upon in the advisory agreement between Harbour and client against the AUM. The product of this calculation is the fee paid by the client. The fee excludes transaction and custodian costs including brokerage commissions and account maintenance fees depending on the agreement with the client. Upon agreement between Harbour and the client, certain assets under management are excluded from the computation of the AUM. Transaction costs are per transaction or a percentage of AUM. When these costs are not included in the typical service fees, they are separately charged to the account.

Accounts with account values under \$25,000 may have greater service fees due to higher costs of the IAR maintaining the account. Clients authorize the client's account custodian(s) to deduct, upon Harbour's instruction, fees when due from assets held in the account. Money market funds and other securities in the client's account in amounts sufficient to cover Harbour's fees are liquidated to pay fees. In all other cases, Harbour and IAR calculate and submit a fee invoice to the client which can be paid from the client's account with client permission. The service fees for American Funds F-2 Direct Program are 1.0% and are not negotiable. Harbour and IAR do not take custody of any clients' funds or securities.



The investment advisory contract between Harbour and each client can be terminated by either party upon receipt of written notification. The client also has the right to rescind the contract within five business days of the date the contract was signed. IAR and Harbour are reimbursed for expenses incurred by request of the client.

Third party Manager fee programs generally range between 0.35% to 2.00% per annum. Each manager dictates their own fee schedule which may vary. These may be higher or lower than those charged by other management services. Harbour and its IAR will provide periodic assistance in evaluating manager(s) performance and, if necessary, recommend replacing a manager. Under the terms of Third Party Managers agreements, Harbour receives a fee for the referral of a Harbour client, calculated as a percentage of AUM or as a percentage of the advisory fee received by the investment manager from the client. Such fees continue to be paid as long as the account remains under management. A conflict of interest exists when Harbour recommends managers or a manager's platform and receives compensation from the manager for doing so. In all cases, the total management fees will be disclosed to the client and the client advised of the conflict of interest. The client will be further advised that he or she is free to use other managers from whom Harbour does not receive compensation. The third party manager provides reports to client at the frequency specified in the investment management agreement entered into with the client. A client's IAR will discuss reports and assist the client with other matters associated with the third party account. The annual fee does not include transaction or custodial fees and costs. Fees are generally payable quarterly in advance. Upon termination, any unearned prepaid fees will be returned to the client. Clients usually authorize both the manager and Harbour to debit the client's account for the amount of fees due.

All clients engaging in Directly Managed Held Away programs must engage in asset management. This fee will be assessed and billed quarterly. Specifically for directly-managed held-away accounts, which are determined by the account value at the end of the quarter. If the IAR only manages your assets for part of a quarter, the charge will be prorated. The advisory fee is a separate fee, resulting in a combined weighted fee. For example, an account valued at \$2,000,000 would pay an effective fee of 1% with the annual fee being \$20,000 (a quarterly fee of \$5,000). Investment management fees are generally directly debited on a pro rata basis from client accounts. The exception for this is directly-managed held-away accounts, such as 401(k)'s. As it is impossible to directly debit the fees from these accounts, those fees will be assigned to the client's taxable accounts on a pro-rata basis. If the client does not have a taxable account, those fees will be billed directly to the client. Accounts initiated or terminated during a calendar quarter will be charged a prorated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance.

## **Item 5 – Account Requirements and Types of Clients**

Harbour offers its services and investment advice to entities, individuals, trusts, investment companies, investment advisors, pension and 401(k) plans and other tax-deferred vehicles like Individual Retirement Accounts, Single Employment Plans, high net worth individuals and others needing investment services and advice.

Account minimums are \$5,000 but are waived if account is part of a household. An IAR may require account minimums in excess of these numbers. Third party manager programs have different account minimums depending on the manager. Harbour's American Funds F-2 Direct Program minimums are set per individual mutual fund prospectus which are considerably lower than Harbour general account minimums.

## **Item 6 – Portfolio Manager Selection and Evaluation**

Certain IARs provide asset management/wrap fee services. In these cases, IARs generally use fundamental or technical analysis. Each IAR uses his or her own analysis and investment strategy.

Some portfolio managers employ fundamental analysis seeking to understand the underlying value of securities based on financial and market fundamentals to determine whether securities are under- or over-valued. Fundamental analysis can be applied to most securities, including equities, bonds and fixed assets. It can also be applied to broader markets through economic analysis and investment strategy.

Other portfolio managers use technical information in providing investment services. Technical analysis focuses on information from the market itself, including but not limited to price levels, movement, volatility, trade volume and demand. Markets and securities develop trends, whether up, down or sideways, and technical analysis attempts to measure the characteristics of those trends. Momentum investing is a form of trend-following investing used by a variety of investors. Technical analysis is an important tool for momentum investors, especially in determining when trends change.

The types of analysis used by Harbour IARs all have inherent risk associated with them since investing in securities involves risk of total loss. Clients must be prepared to bear such risks when investing. Other risks include market risk, default risk, option risk, high turnover risk and foreign investing risk.

### **Third Party Manager – Wrap Fee Programs**

Harbour has agreements with certain third party managers that use a variety of methods for analyzing stocks, bonds, mutual funds and other investments in client portfolios. These include but are not limited to the following:

- Sophisticated, analytical modeling techniques identifying intermediate to long-term market trends
- Macro economic models which analyze economic data like gross domestic product, inflation, unemployment, money flows and overall market conditions. This analysis seeks to determine the current phase of the business cycle (expansion, peak, contraction or trough)
- Academic research modeling known as “Modern Portfolio Theory.”

Each third party manager uses different forms of analysis. The client, assisted by their IAR, determines which will best suit the client’s situation. Harbour’s selection and review of third party managers includes reviewing AUM, including mixes of assets, risk tolerance and client objectives matched against adviser’s management style. Harbour also reviews financial stability, tenure and performance.

One of Harbour’s criteria for replacing recommended managers in the program is based on inactivity. Managers who have not received Harbour-client funds for two years or more are considered for replacement.

Criteria used to recommend third party management changes to a client include but are not limited to ongoing suitability of the manager’s style with the client objectives, client’s overall objective change, cost and/or change of cost of the program and performance.

Harbour does not calculate portfolio manager performance, nor does it review performance information to verify its accuracy or its compliance with presentation standards.

The types of analysis used by Harbour’s IARs and third party managers all have inherent risk associated with them because investing in securities involves total risk of loss. Clients must be prepared to bear such risks when investing. Other risks may include: market risk, default risk of individual bonds, inflation risk, option risk, high turnover risk and foreign investment risk.

### **Additional Concerns**

IARs conduct investment advisory activities under separate unaffiliated business names. These names can be found on Harbour’s ADV Part 1, Section 1.B by accessing [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). All client funds must be made payable to the corresponding custodian, not the IAR or their unaffiliated business.

Clients provided asset management services receive account reports prepared by PAS, Charles Schwab Advisor Services division of Charles Schwab & Co., and other approved custodians on a monthly or quarterly basis. In addition, a report may be prepared by Harbour and IAR according to the frequency agreed upon between IAR and client which may be none.

Registered investment advisers are required to provide certain financial information or disclosures about Harbour's financial condition. Harbour has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.

For those clients purchasing or depositing mutual funds with Harbour, Harbour will choose or convert the share class of a mutual fund holding to a lower cost share class of the same mutual fund, if available, if this otherwise makes economic sense and is in the best interest of the client. Each mutual fund, as well as each clearing firm custodian has minimum purchase amounts. Charles Schwab & Co. and PAS charge for mutual fund share class conversions. A review will be conducted on these accounts to determine if a share class conversion makes sense for the client. IARs will consult with the client regarding share class conversions.

Harbour requires its IARs to pass the Series 65 (Investment Adviser Representatives Examination) or equivalent examination (Series 66) or have a noted designation approved by Harbour, (i.e., CFP, ChFC, CFA, etc.) to provide investment advice. In all cases, individual state and federal licensing and exam regulations govern.

### **Information About Conflicts of Interest**

Harbour and its IARs have a duty to disclose potential and actual conflicts of interest to their clients. IARs also have a duty to report potential and actual conflicts of interest to their advisory firms. IARs will not attempt to limit their liability for willful misconduct or gross negligence through the use of disclaimers. A copy of Harbour's Code of Ethics which elaborates on this is available upon request and is discussed further in Item 9 "Additional Information" below.

Harbour receives additional compensation based on a fixed amount, flat fee, a formula based on assets under management, or expense reimbursements ("Additional Compensation") from certain product sponsors who are considered "participating sponsors". These payments are paid to Harbour out of the revenues of the sponsoring investment company, registered investment adviser, insurance or financial company and are NOT paid out of client assets. Harbour uses this Additional Compensation to assist in training, education, and marketing services. Our 2024 participating sponsors include Advisors Excel, Allianz Life, American Funds, Bluerock Capital, BTS Asset Management, Capital Square, CIM Group, Equitable, ExchangeRight, First Trust, Gradient, Inland, Inspired Healthcare, Jackson National, Lincoln Financial, Nationwide, Pacer ETF, Pacific Life, Prudential, Q3 Asset Management, Sammons, US Energy, and Voya Financial. The participating sponsors' additional compensation paid to Harbour ranged from \$500.00 to \$138,054.89.

In return for this Additional Compensation, Harbour's Participating Sponsors have greater access to IARs and also registered representatives for product training and other educational presentations and information so they can better serve investors. This creates a conflict of interest for Harbour, its IARs and registered representatives since it may

incentivize them to focus on these sponsors when recommending products to clients instead of products from non-sponsors that have more limited access. Clients are advised of this conflict and are informed that they are not required to purchase any product from a participating sponsor who pays Harbour and its IARs Additional Compensation.

Additional Compensation for Expense Reimbursement – Harbour IARs receive expense reimbursement from entities which include but are not limited to product sponsors. Typically, this may include reimbursement for the costs of seminars, client get togethers, meals, travel, lodging and other expense reimbursement. These reimbursements do not impact client funds or performance since they are not paid directly or indirectly from client assets. Nonetheless, the receipt of expense reimbursement creates a conflict of interest for IARs receiving it, since it may cause IARs to favor recommendations of entities and products of reimbursing entities over those entities not providing such reimbursement. IARs will advise clients as part of any recommendation whether they receive such expense reimbursement. Clients are free at all times upon disclosure to select products and services from entities not providing registered representatives expense reimbursement.

Harbour and its IARs receive 12b-1 fees from certain mutual fund companies as described in the fund's prospectus. 12b-1 fees typically are expenses of the mutual fund which reduce the overall return a client may receive on a mutual fund investment. The receipt of such fees by Harbour, its IARs and registered representatives also results in a conflict of interest for Harbour and its IARs since there is an incentive to recommend funds with 12b-1 fees over funds that have no fees or lower fees. Clients are free to choose funds which do not pay 12b-1 concessions. Such funds, often called an "advisory" fund or "institutional share" fund usually makes a better low cost choice and offers the same or virtually the same product as funds which pay 12b-1 fees to Harbour and/or its representatives/advisers. Where it makes economic sense and like alternatives are available, Harbour will recommend products for clients that do not pay 12b-1 fees.

Harbour and its IARs enter agreements with solicitors who refer clients to Harbour for investment advisory services. Any compensation paid by Harbour to the solicitors for such referrals is based on the client executing an advisory agreement with Harbour. Compensation to the solicitor is paid based on a written agreement between Harbour and the solicitor and is based on a percentage of the advisory fee a client pays to Harbour. This fee is normally paid to the solicitor for the entire period of the advisory agreement between the client and Harbour is in effect and is calculated based on the client's Assets Under Management. Any Solicitor is required to provide the client with a copy of Harbour's Form ADV Part 2A and an Investment Advisory Solicitors Disclosure Form. Clients acknowledge receipt of these disclosures by signing the Investment Advisory Solicitors Disclosure Form.

Harbour receives commissions and/or fees from other registered investment adviser firms and registered third party managers programs which are fully disclosed in the appropriate selling agreements.

Harbour's IARs are often dually registered broker-dealer representatives with Harbour. This poses an inherent conflict of interest. Prior to transacting any securities or advisory business, the IAR must disclose the total fee and commission structure to the client so that he or she may evaluate the compensation arrangement and the total transaction cost of any recommendation. For example, all costs and other client consideration must be reviewed to determine whether an adviser account or a traditional broker-dealer based account in which transactions are assessed a commission is best for the client. If there are 12b-1 trail commissions (commission generated by mutual funds and paid as "trailing" compensation to Harbour and its IARs) generated by a recommended product after purchase, this must be disclosed to the client prior to investment. When Harbour and its IAR use commissioned products to implement an investment strategy, fees can be waived or offset in lieu of receipt of the commission(s). This will be disclosed in writing. The IAR must also disclose whether the purchase of a particular investment product adds to the IAR's production volume for incentives such as gifts, trips, etc. An IAR who is managing an investment account positioned in mutual funds or variable contracts must also disclose all management fees and expenses as described in prospectus. Fees are prepaid six months or more in advance up to \$500, prepaid less than six months in advance or billed in arrears on a monthly, quarterly or other client agreed upon periodic schedule. Harbour and its IARs cannot assign, sell or otherwise transfer a client's investment advisory contract unless they have written permission to do so from the client or the client's designated legal representative.

Harbour's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses incurred by the client unless otherwise noted. Each custodian has their own transaction fee schedule. Charles Schwab Advisor Services division of Charles Schwab & Co., Inc. does not charge for certain equity transactions such as stocks and exchange traded funds. Clients incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees and are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to Harbour's fee, and Harbour does not receive any portion of these associated fees and costs.

The broker/dealers with whom Harbour contracts to execute transactions and custody client assets provide products and services that benefit Harbour but may not directly benefit clients' accounts. These benefits include specific educational events organized and sponsored and paid for by the broker/dealer and occasional business entertainment of personnel of Harbour including meals, lodging and invitations to sporting events. Other product and services provided assist in managing and administering clients' accounts. These include software and technology that provide access to client account data, facilitate trade execution, provide research, and facilitate payment of advisory fees from its client's accounts. The broker/dealer may make available, arrange and/or pay vendors for these types of services rendered to Harbour by independent third parties. The broker-dealer

may also pay certain expenses of Harbour and/or its IARs or registered representatives. As a fiduciary, Harbour endeavors to act in its clients' best interests. The benefits Harbour and its IARs receive create a conflict of interest since Harbour may be incentivized to recommend broker/dealers or custodians providing such benefits. Before making a recommendation in such circumstances, Harbour will also inform a client of the nature of the conflict, the benefit received and inform the client he or she is free to designate other broker-dealers to provide them service who do not provide Harbour such benefits.

Individual IARs from time to time invest or trade in securities which are recommended to Harbour clients. This represents a conflict of interest for the IAR since recommending securities held or traded by the IAR incentivizes the IAR in some situations to make the recommendation to the client. Harbour addresses this by disclosing IARs hold or trade in securities which he or she also recommends and offer on request of the client to disclose the IARs holdings. Harbour discloses that its advisers/representatives have in the past and will in the future make purchases, sales and will hold securities for his or her own account and immediate family accounts which are also recommended and/or purchased or sold for client accounts. Likewise, based on different investing goals, time horizons and other reasons, recommendations made for one client's account may be different or actually contrary to what the adviser/representative is recommending or may recommend to other clients or for his or her own account. Harbour monitors individual adviser/representative holdings and activities to ensure client accounts are not disadvantaged in any way by an adviser's/representative's trading for their own account.

### **Item 7 – Client Information Provided to Portfolio Managers**

If Harbour and its IAR become aware of changes in a client's financial circumstances or objectives, it informs the client's manager. Updated financial information about a client is not collected by Harbour and IAR on a regular basis or given to a manager unless Harbour and IAR are made aware of changes by the client. Clients also communicate changes directly to the client's portfolio manager.

### **Item 8 – Client Contact with Portfolio Managers**

There are no restrictions placed by Harbour or its IARs on a client's ability to contact and consult with their portfolio manager.

## **Item 9 – Additional Information for Clients**

### **Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client’s evaluation of Harbour or the integrity of Harbour’s management. Harbour entered into Consent Order with the SEC in September 2018. The Consent Order, among other things, relates to marketing agreement compensation received from a third party broker-dealer, 12b-1 fees received by Harbour, disclosures regarding both of these, conflicts of interest, best execution, and share class selection and disclosures. The Consent Order resulted in disgorgement, a fine and interest totaling \$241,479.00.

### **Other Financial Industry Activities and Affiliations**

Harbour is also registered as a FINRA member brokers and deals investment products. In conducting this business, Harbour markets investment products to its customers on a commission basis. Approximately 50% of the firm's staff time is spent providing investment advisory services.

As a FINRA broker/dealer firm, Harbour may execute proprietary transactions for itself and/or its IARs.

### **Brokerage Practices**

Harbour considers various factors when selecting or recommending broker-dealers for client transactions. These include financial stability, fees and costs, customer service and transaction execution. Harbour reviews costs at other firms and compares them to the costs it incurs at broker-dealers to determine the reasonableness of charges. Harbour does not receive research or other soft dollar benefits in connection with client securities transactions.

In certain circumstances, the cost to aggregate purchases or sale of securities is higher than the cost of not aggregating due to extra ticket charge costs as well as market fluctuation. Generally, Harbour does not aggregate the purchase or sale orders of securities for various accounts, but an IAR may conduct an aggregated “block trade.” All trades are reviewed by a registered principal of the broker-dealer for compliance purposes.

Harbour’s asset management – wrap programs are limited/full discretionary or non-discretionary platforms. Trading is directed by the client or IAR subject to client’s chosen objective and strategies. Client (or IAR in a limited/full discretionary account) determines the securities to be bought or sold and the amount of the trades. The Wrap Fee Programs are described above.



Harbour's third party managers offer discretionary platforms. Trading is directed by the adviser, and sometimes by a sub-adviser to whom discretionary authority is granted. Subject to client's chosen objective and strategies adviser will determine securities to be bought or sold, price, timing and broker/dealer that adviser and/or sub-adviser believes is capable of providing best price and execution of client orders.

Harbour and its IARs must obtain the "best execution" of client transactions. The determination of what constitutes best execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction at all where a large block is involved, and the operational facilities of the broker-dealer, the value of ongoing relationship with such broker/dealers and the financial strength and stability of the broker.

Clients are always free to direct where they wish transactions in their advisory account be executed. If a client declines to direct Harbour to a custodian or broker to execute trades, Harbour will choose a broker based on the best execution criteria suggested above.

In some instances, Harbour's use of particular brokers and/or custodians result in actual and potential conflicts of interest. These are discussed above under "Conflicts of Interest" in Item 6 above.

### **Code of Ethics**

Harbour maintains a Code of Ethics adopted pursuant to SEC Rule 204A-1. A copy of this Code of Ethics will be furnished to clients and prospective clients upon request.

Harbour and its IARs exercise authority and responsibility for the benefit of the client. They must place the interests of the client first, to refrain when possible from having outside interests that conflict with the interests of the client and disclose all conflicts of interest that exist or develop. Harbour and its IAR must avoid circumstances that adversely affect or appear to affect their duty of complete loyalty to its clients.

It is unlawful for any adviser in connection with the purchase or sale, directly or indirectly, of a security held or to be acquired by the adviser:

- To employ any device, scheme or ploy to defraud;
- To make any untrue statement of a material fact or to omit to state a material fact necessary to make the statements, not misleading;
- To engage in any act, practice, or course of business that operates or would operate as a fraud or deceit; or
- To engage in any manipulative practice.

IAR transactions for their own personal accounts must be properly disclosed to a client when the IAR and client hold common securities.

- If entering personal and client orders for the same security in the same day, the client's order must always be entered before the IAR's order.
  - A personal order may be part of a "block" trade where all participants receive the same execution price.

## **Client Referrals and Other Compensation**

As indicated above in the discussion of Conflicts of Interest, there are relationships Harbour has entered into which provide economic benefit to Harbour and/or its IARs. Please refer to Item 6 above for a full discussion of such conflicts including situations regarding referrals both by Harbour and to Harbour and/or its IARs.

## **Custody**

Harbour does not have custody of client funds or securities. Clients should receive at least quarterly statements from the broker-dealer or other qualified custodian that holds and maintains client's investment assets. Harbour urges you to carefully review such statements.

## **Investment Discretion**

Harbour accepts limited discretionary authority to manage securities accounts on behalf of its clients in asset management services; otherwise, the client dictates all trading activity. In a limited discretionary account, a client gives Harbour limited authority to rebalance a client account portfolio consisting of mutual funds and/or exchange traded funds. IAR and client must have a signed power of attorney or discretion agreement which includes the name of the person with discretionary authority, the date discretion was granted and discretionary authority limits.

Harbour also accepts a contract for a full discretionary account. In such cases, a client gives the IAR and Harbour discretion and authority to choose which securities are traded, including the timing and amount of each trade. This is done without the need to obtain prior consent from the client. Clients grant this authorization by executing a discretionary trading power of attorney.

There are no restrictions on a client's ability to contact and consult with their IAR or manager in any account, including limited or full discretionary accounts.

## **Review of Accounts**

Accounts receiving management services within a wrap fee program are monitored by a client's IAR on a continuous basis and the frequency of client reviews are determined by the investment mix of the account and the desire of the client. Such reviews may also be

triggered by economic news, news about a particular security, client requests, and change in client's personal or financial situation, securities research, deposits to or withdrawals from an account or other events.

Harbour conducts, on a quarterly basis, a compliance spot check of a selection of advisory accounts. The review is conducted by a registered principal of Harbour and, among other things, reviews the reasonableness of performance and holdings in relation to client provided risk tolerance and investment objectives.

### **Voting Client Securities**

Harbour does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. Harbour may provide advice to clients regarding the client's voting of proxies.

### **Financial Information**

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about Harbour's financial condition as applicable to wrap fee participants. Harbour has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding. Harbour does not require or solicit prepayment of fees of more than \$500 by or per client, six months or more in advance.