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

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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?***

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.