

Item 15 - Custody

Each Client appoints, or will appoint, a separate custodian (the “Custodian”) to take possession of the cash, securities, and other assets in the Client’s account. As a result, Keeler & Nadler Family Wealth does not have access to the assets in the account or to the income produced and will not be responsible for any acts or omissions of the custodian. The custodian sends to the Client, at least quarterly, a statement indicating all amounts disbursed from the account (including the amount of any fees paid to Keeler & Nadler Family Wealth pursuant to the Client’s authorization), all transactions occurring in the account during the period covered by the statement, and a summary of the account positions and portfolio values at the end of the period. The custodian will be directed to send copies of the account statements to Keeler & Nadler Family Wealth along with an indication that the statements have been sent to the Client.

In the event that the Client directs Keeler & Nadler Family Wealth to use a particular custodian or broker-dealer, the Client will be responsible for all costs associated with this relationship. Keeler & Nadler Family Wealth may not be authorized under those circumstances to negotiate commission and may not be able to obtain volume discounts or best execution. In addition, under these circumstances a disparity in commission charges may exist between the commission charged to Clients who direct Keeler & Nadler Family Wealth to use a particular broker-dealer and other Clients who do not direct Keeler & Nadler Family Wealth to use a particular broker-dealer.

Item 16 - Investment Discretion

By signing the “Client Advisory Agreement – Discretionary”, the Client grants Keeler & Nadler Family Wealth the authority to invest/reinvest the assets under Keeler & Nadler Family Wealth’s management on the Client’s behalf without prior consultation from the Client (discretionary basis), subject to the Client’s stated investment objectives and any other Client instructions. Keeler & Nadler Family Wealth will invest in the investment types listed in this brochure which include, but are not limited to: cash, cash equivalents, U.S. Government securities, equities, options, mutual funds and alternative investments, which include, but are not limited to direct participation programs. See Item 8(C) regarding risks associated with these investments.

The Client also authorizes Keeler & Nadler Family Wealth to take any other necessary action in connection with the opening and maintenance of the Client’s account, as well as for the completion and payment of transactions for the account. Keeler & Nadler Family Wealth will make investment decisions for the Client’s account according to the Client’s investment objectives and financial circumstances as described by the Client. The Client agrees to promptly inform Keeler & Nadler Family Wealth if the information provided by the Client in their information and investor profile becomes materially inaccurate and to consult with Keeler & Nadler Family Wealth or their Investment Advisor Representative to provide updated information on an annual basis.

Electronic Delivery of Form ADV Part 2A, Firm Brochure, and Part 2B, Supplemental Brochure(s)

Pursuant to the Investment Advisor’s Act of 1940, Investment Advisors are required on an annual basis to send Clients a copy of the Company’s Form ADV Part 2, or a summary of material changes made under Item 2 of Form ADV Part 2 with an offer to send the Client a complete copy of the Company’s brochure free of charge upon request. Should the Client prefer to go “paperless” and receive a copy of the Company’s brochure electronically, Clients may do so by signing an Electronic Communication Acknowledgement and Consent Agreement, and identifying the time frame that it covers or the Client may sign the designated section in the “Client Advisory Agreement”.