Item 1 – Cover Page

THE AMERIFLEX GROUP, INC.

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November 13, 2019

This brochure ("brochure") provides information about the qualifications and business practices of The Ameriflex Group, Inc. ("Ameriflex"). If you have any questions about the contents of this brochure, please contact us at telephone number above. 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.

Additional information about Ameriflex is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Ameriflex is 305585.

Please note that the use of the term "registered investment advisor" and description of our firm and/or our associates as "registered" does not imply a certain level of skill or training. Clients are encouraged to review this brochure and any brochure supplements ("brochure supplements") for more information on the qualifications of our firm and our associates.

Item 2 – Material Changes

This is our initial brochure. We therefore have no material changes to report.

We will ensure that all current clients receive a Summary of Material Changes to this and subsequent brochures within 120 days of the close of our fiscal year. A Summary of Material Changes is also included with our brochure on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Ameriflex is set forth on the cover page of this brochure. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new brochure as necessary based on changes or new information, at any time, without charge.

A copy of our firm brochure will be provided to you free of charge by contacting us at the telephone number appearing on the cover page of this brochure.

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Item 4 – Advisory Business

A The Ameriflex Group, Inc. ("Ameriflex") is a Nevada corporation founded in 2019 by its Chief Executive Officer, Thomas J. Goodson. The firm is registered as an investment advisor with the SEC. Our principal offices are located in Las Vegas, Nevada. We have additional offices located in California, Arizona, Colorado, and Texas.

The information contained in this brochure describes our investment advisory services, practices, and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our services to the needs of our clients. As used throughout this firm brochure, the words "we," "our," "firm," "Ameriflex" and "us" refer to The Ameriflex Group, Inc. and its investment advisor representatives ("IARs"), and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm.

Our investment advisory services are coordinated and delivered through a network of advisory affiliates ("Advisory Affiliates"), some of whom may conduct investment advisory business under their own independently owned business entity name or trade name. In these instances, the Advisory Affiliate's business entity name, trade name and/or logo will be used exclusively for marketing purposes, and the investment advisory services you receive from the Advisory Affiliate will be provided through Ameriflex. Specifically, the underlying financial advisors of each Advisory Affiliate are registered as IARs of Ameriflex. The Advisory Affiliate's underlying business entity is independently owned and operated, not a registered investment advisor, and is not affiliated with Ameriflex.

Prior to forming an investment advisor-client relationship, we may offer a complimentary general consultation to discuss the nature of our service offerings and to determine the possibility of a potential advisory relationship. Investment advisory services begin only after the client and Ameriflex formalize their relationship in a written advisory agreement.

B C We offer a variety of investment advisory services to clients. Our investment advice is custom tailored according to each client's unique investment profile.

As described in further detail below in this Item 4, clients may engage Ameriflex's advisory services on either a discretionary or non-discretionary basis. Where you elect to grant us *discretionary* authority, you authorize us to implement our investment recommendations directly within your account *without* obtaining your specific consent prior to each transaction. The full scope of our discretionary authority is set forth in a written advisory agreement with the client. Where you elect to engage us on a *non-discretionary* basis, you are free to accept or reject any of our investment recommendations and we will only implement our investment recommendations within your account after receiving your approval to do so. However, we will have the authority to periodically rebalance your account to maintain the initially agreed upon asset allocation without your consent. Please see Item 16 of this brochure for more information on our investment discretion policy.

Clients always have the ability to impose reasonable restrictions on our management of their account(s), including the ability to instruct us not to purchase certain specific securities, types of securities, industry sectors, and/or asset classes. All such requests must be provided to us in writing. While we generally attempt to accommodate client account restrictions, we reserve the right to reject such limitations if we determine that they would frustrate our management of your account or where we otherwise determine they cannot be reasonably accommodated for any other reason, in our sole discretion. We will advise you promptly if we cannot accommodate your investment restrictions.

Our Advisory Affiliates may offer some or all of the following investment advisory services:

Portfolio Management Services. We offer ongoing and continuous *Portfolio Management* services that are uniquely tailored to your unique financial profile. Through periodic consultations with you, we will gather information regarding your financial goals, investment objectives, tolerance for risk, and the time horizon for investments. The information we typically request in this process will include your current and expected income level, tax information, investment experience, current and expected cash needs, current portfolio construction/asset allocation, and risk tolerance level, among other items. Based on our analysis of this information, we will then recommend an initial investment strategy and portfolio tailored to your financial circumstances and investment goals. Our *Portfolio Management* services are offered, at the client's election, either on a *discretionary* or *non-discretionary* basis.

We typically recommend and construct client portfolios under this service utilizing a diversified combination of mutual funds, exchange traded funds ("ETFs"), real estate investment trusts ("REITs"), individual bonds, stocks and other publicly offered securities or investments, and variable products (life insurance and annuities). We may also recommend the engagement of certain independent third party money managers ("TPMMs") to directly manage all or a portion of your account. You may grant us discretionary authority to allocate your assets to the recommended TPMMs in our written advisory agreement and/or in the account opening documents provided by the independent custodian of your assets. The recommended TPMM, custodian, or our firm will provide you with a copy of each recommended TPMM's Form ADV Part 2 firm brochure (or the equivalent), if applicable, prior to or at the time of allocating any of your assets to such TPMM.

In recommending TPMMs to *Portfolio Management* clients, we will act in a *"co-advisory"* capacity, wherein Ameriflex and the TPMM are jointly responsible for the management of the client assets allocated to the TPMM. We will determine the suitability of TPMM programs, whether to engage and terminate TPMMs (and/or relocate your assets among TPMMs), communicate any changes in your investment profile to engaged TPMM(s), and monitor the TPMM's investment performance periodically on your behalf, in line with our ongoing fiduciary duty to you. The TPMM(s) shall be granted *discretionary* authority to directly manage the underlying portfolio of assets (each a "TPMM Account") on your behalf, and shall be responsible for all portfolio management and trading functions under this arrangement. Any fees charged by the selected TPMM(s) for their independent portfolio management services under this co-advisory arrangement shall be separate and in addition to Ameriflex's advisory fees charged to the client.

Following implementation of your initial investment portfolio, we will monitor the performance of your account on an ongoing basis (including any TPMM Accounts) and implement and/or recommend changes within your account as needed or appropriate, in consideration of current economic conditions, our market opinions and assumptions, and your individual financial circumstances and goals. It is the client's ongoing responsibility to advise us in writing of any material changes to the client's financial circumstances.

At our discretion, we may provide *Portfolio Management* clients with complimentary traditional *Financial Planning and Consulting* services, as described below.

VISION2020 Wealth Management Platform – Advisor Managed Portfolios Program. The VISION2020 Wealth Management Platform – Advisor Managed Portfolios Program ("Advisor Managed Portfolios") provides comprehensive investment management of your assets through the application of asset allocation planning software as well as the provision of execution, clearing and custodial services through Pershing, LLC ("Pershing") or, on a limited basis, National Financial Services, Inc. ("NFS"). This service is offered, at the client's election, either on a *discretionary* or *non-discretionary* basis.

Advisor Managed Portfolios provides risk tolerance assessment, efficient frontier plotting, fund profiling and performance data, and portfolio optimization and re-balancing tools. Utilizing these tools, and based on your responses to a risk tolerance questionnaire and discussions that we have together regarding, among other things, investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation, we construct a portfolio of investments for you. We will have the option to allocate your portfolio amongst a mix of stocks, bonds, options, ETFs, mutual funds and other securities ("Program Investments") which are based on your investment goals, objectives, and risk tolerance.

Each portfolio is designed to meet your individual needs, stated goals and objectives. Additionally, you have the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio.

For further details related to our offering of *Advisor Managed Portfolios*, please see the separate *Advisor Managed Portfolios* Wrap Fee Brochure. We will provide this brochure to you prior to or concurrent with your enrollment in *Advisor Managed Portfolios*. Please read it thoroughly before investing.

VISION2020 Wealth Management Platform – Genesis Model Portfolios Program. The VISION2020Wealth Management Platform – Genesis Model Portfolios Program ("Genesis Model Program") offers you managed asset allocation models ("Asset Allocation Models") of mutual funds, ETFs, or a combination thereof, diversified across various investment styles and strategies. The Asset Allocation Models are constructed by managers ("Program Managers") such as BlackRock Investment Management, LLC and Vanguard Advisers, Inc. This service is offered, at the client's election, either on a *discretionary* or *non-discretionary* basis.

Based upon your risk tolerance, the *Genesis Model Program* utilizes a system that selects a specific Asset Allocation Model. After the Asset Allocation Model is chosen, we, with the assistance of the Model Program sponsor, will open a *Genesis Model Program* account. Your assets will be invested in the specific investments contained within the recommended Asset Allocation Model. You have the opportunity to place reasonable restrictions on investments held within the *Genesis Model Program* account.

For further details related to our offering of the *Genesis Model Program*, including a full list of Program Managers, please see the separate *Genesis Model Program* Wrap Fee Brochure. We will provide this brochure to you prior to or concurrent with your enrollment in the *Genesis Model Program*. Please read it thoroughly before investing.

VISION2020 Wealth Management Platform – SMA and UMA Program. The VISION2020 Wealth Management Platform – SMA and UMA Account Program ("Wealth Managed Account Program" or "WMAP") provides you with the opportunity to invest your assets across multiple investment strategies and asset classes by implementing an asset allocation strategy. This service is offered, at the client's election, either on a *discretionary* or *non-discretionary* basis.

We will present you with a WMAP asset allocation model ("WMAP Model") for your approval which will consist of: (1) WMAP Model TPMMs ("WMAP Managers") who will manage your WMAP account according to a particular equity or fixed income model or strategy, or (2) no-load mutual funds ("No-load Funds"), or (3) ETFs or any combination thereof (individually or collectively, "WMAP Investments"). WMAP Investments will be managed according to the selected WMAP Model. WMAP Investments are held within a separately managed account or a series of separately managed accounts (collectively, "SMA Account") or in one, unified managed account ("UMA Account").

We will suggest a WMAP Model to you based on your responses to a questionnaire and discussion that we have together regarding among other things, your investment objective, risk tolerance, investment time horizon, account restrictions, and overall financial situation. In addition, you have the opportunity to place reasonable restrictions on investments held within your WMAP account.

For further details related to our offering of the *Wealth Managed Account Program*, please see the separate *Wealth Managed Account Program* Wrap Fee Brochure. We will provide this brochure to you prior to or concurrent with your enrollment in the *Wealth Managed Account Program*. Please read it thoroughly before investing.

Financial Planning and Consulting Services. We offer traditional *Financial Planning and Consulting* services that are tailored to assist our clients in the management of their financial affairs based on the client's unique financial situation and assets, risk profile, investment time horizon, and investment goals. These services may encompass advice regarding, without limitation, some or all of the following financial topics:

- Cash Flow and Debt Analysis/Budgeting;
- Asset Protection Strategies;
- Insurance Coverage/Planning Analysis;
- Business Succession/Multi-Generational Planning;
- Retirement and Educational Funding;
- Retirement Income Planning;
- Estate Planning
- Tax Mitigation Strategies;
- Major Purchase Planning and Advice;
- Executive Compensation Optimization;
- Stock Option Analysis;
- Wealth Management, Asset Allocation, and Investment Portfolio Review;
- Marriage and Divorce Transition Planning;
- Charitable Giving; and
- Estate Settlement.

Our written financial plans typically include general recommendations for a course of activity or specific actions to be taken by the client with respect to the covered financial topics. For example, recommendations may be made that the client begin or revise certain investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education savings or charitable giving programs. The client is provided with a written summary of their financial situation, our observations, and financial planning recommendations. For topic specific consulting engagements, we will provide the client with a shorter written report or checklist summarizing our observations and recommended actions for the client to address the selected financial topics.

Financial Planning and Consulting is a *non-discretionary* service. The client always retains the sole discretion to determine the manner, timing, and service providers to be used in implementing any of our recommendations provided by our firm. The client is never under any obligation to use Ameriflex or any of its representatives to implement any of the advice provided under this service.

Our *Financial Planning and Consulting* services may include recommendations that the client engage certain third-party professionals, for example, attorneys, accountants, and insurance agents. We do not provide you with any legal, tax, or accounting advice. We are not liable for the acts, errors or omissions of any recommended third-party providers and do not receive any compensation in connection with referring our clients to any third-party providers.

Our *Financial Planning and Consulting* services are available either on an annual (retainer) basis or on a one-time (per project) basis. For annual financial planning engagements, we will deliver an initial written financial plan and meet with the client at least once annually thereafter to review the plan, track the client's progress towards his or her financial goals, and update the plan accordingly. For one-time financial planning/topical consulting engagements, the client may select a discrete financial topic or topics upon which they would like to receive our financial advice. Once the written financial report or checklist covering the selected topics is delivered to the client, the engagement is concluded and no further update or review of the financial report or checklist is provided unless specifically requested by the client, subject to the client's payment of additional fees.

One-time *Financial Planning and Consulting* engagements are typically completed within six (6) months of your engagement of our services, assuming that all the information and documents we request from the client are provided to us promptly.

D Wrap Fee Programs. The *Advisor Managed Portfolios*, *Genesis Model Program*, and *Wealth Managed Account Program* (collectively, the "VISION2020 Wealth Management Platform Programs") services are offered as wrap fee programs, wherein no separate transactions charges apply and a single fee is paid to cover the costs of our advisory services and the transactions in your account. These investment programs are sponsored by VISION2020 Wealth Management Corporation (CRD No. 154149), an SEC registered investment advisor which is not affiliated with our firm. For further details related to the VISION2020 Wealth Management Platform Programs, please see their respective wrap fee brochures (each a "Wrap Fee Brochure"). We will provide the corresponding Wrap Fee Brochure to you prior to or concurrent with your enrollment in any of these investment programs. Please read the applicable Wrap Fee Brochure thoroughly before investing.

Types of Investments Recommended. While we do not recommend one particular type of investment or asset class over any other, we primarily advise our clients regarding investments in equity securities (stocks), mutual funds, ETFs, REITs, corporate debt securities (bonds), and variable products (life insurance and annuities), and the engagement of suitable TPMMs. Depending on the client's financial circumstances, our investment advice may also concern other instruments, including, without limitation, options on equity securities, municipal securities, exchange traded notes, money market accounts, and U.S. government securities, among others. We may also provide advice on any type of "legacy investments" held in the client's portfolio at the inception of our advisory relationship.

Please see Item 8 of this brochure or a description of the investment strategies we typically implement in client accounts.

E Assets Under Management. Ameriflex is newly registered and therefore, as of the date set forth on the cover page of this brochure, we do not have any regulatory assets under management to report.

Item 5 – Fees and Compensation

A B Fees for Portfolio Management Services Accounts. Advisory fees for *Portfolio Management* services are charged as a percentage of the client's assets under management and typically range from 0.50% to 2.00% per year. This fee covers the costs of our advisory services only, and clients must separately pay transaction charges and the internal expenses of any mutual funds, ETFs or TPMM investment programs utilized in the management of their account. Each of our IARs negotiates his or her own account fee schedule with respect to our *Portfolio Management* services account. The specific advisory fee rate applicable to your account will be set forth in a written advisory agreement you will enter with our firm. We may amend the fee applicable to your account only upon thirty (30) days' prior written notice to you. Our fees are charged on a pro-rata annualized basis, quarterly, in advance. Fees are calculated based on the market value of your account (inclusive of any cash balances) as of the last day of the previous billing period as calculated by the custodian.

Our advisory fees will be directly deducted from your account held at the custodian upon your written approval of such arrangement and our periodic submission to the custodian of a written invoice reflecting the amount of advisory fees to be charged to your account. Your authorization for direct fee deduction is set forth in our written advisory agreement and/or the account opening documents with the custodian. We will liquidate money market shares or use cash balances from your account to pay our advisory fee, however, if money market shares or cash value are not available other investments may be liquidated. Please note that unexpected or premature liquidation of investments to pay our advisory fees may impair the performance of your account. We generally do not offer direct paper or electronic invoicing in connection with our *Portfolio Management* services.

Clients may make additions or request withdrawals from their account at any time, however, we may adjust our advisory fees on a pro-rata basis for any additions or withdrawals by the client during any billing period. Likewise, TPMMs may adjust their advisory fees for mid-period additions or withdrawals in accordance with their disclosure documents and account opening agreements with the Client. Clients should note that some or all of the investments in their account may be intended as long-term investments and withdrawals of cash and premature liquidations of securities positions may impair the achievement of your investment objectives.

The custodian will send an account statement to you on a monthly basis identifying the amount of funds and each security in the account at the end of the period and setting forth all transactions in the account during that period, including the amount of any advisory fees paid directly to us and/or any TPMM(s). We encourage you to review our reports and the custodian's account statements carefully and promptly upon receipt. If you believe we have miscalculated the advisory fees applied to your account or if you have any other questions or concerns related to your account, you should contact us immediately at the phone number listed on the cover page of this brochure.

<u>NOTE REGARDING TPMMs</u>: Where a portion of your *Portfolio Management* account has been allocated to a TPMM, the amount of the TPMM's advisory fees, the TPMMs billing schedule and payment procedures will be set forth in the separate written disclosure documents and/or the account opening documents of the selected TPMM and/or the custodian. TPMM fees are separate and in addition to our advisory fees for *Portfolio Management* services and typically cannot be negotiated. We do not receive any portion of the advisory fees you pay to the selected TPMM(s) nor do we receive referral fees for our recommendation of any TPMM to the client.

NOTE REGARDING LEGACY INVESTMENTS: We may, at our sole discretion, agree to further exclude from our calculation of advisory fees certain legacy investments held by the client at the inception of our *Portfolio Management* services as may be specifically set forth in our written advisory agreement.

Our *Portfolio Management* services may be terminated at any time by either party, without penalty or cost, on thirty (30) days' written notice to the non-terminating party. In the event of termination, we shall be compensated by your payment of a pro-rated advisory fee based on the number of days in the terminating period during which services were provided. Any unearned pre-paid advisory fees will be refunded to the client.

Our advisory fees for *Portfolio Management* services are generally negotiable and individual clients may enter fee arrangements with us that are different from those described above.

Fees for Advisor Managed Portfolios Accounts. We offer *Advisor Managed Portfolios* as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions ("Wrap Account"). In a Wrap Account, the wrap fee can be set-up so that either Ameriflex or the IAR who manages your account pays the underlying ticket charges for securities transactions in your account. In cases where the IAR pays the ticket charges, the IAR may be incentivized to trade your account less frequently, resulting in the IAR retaining a greater portion of the wrap fee paid by the client. Our firm has policies and procedures to monitor and reduce the risk of this occurring.

We also offer *Advisor Managed Portfolios* with separate advisory fees and transaction charges ("Non-Wrap Account"). As such, in addition to the quarterly account fee described below for advisory services, you may also pay separate per-trade transaction charges.

You will pay our firm a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account held at the custodian. If you terminate your participation in this program, you will be entitled to a pro-rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after the date upon which the notice of termination is received.

Each of our IARs negotiates his or her own account fee schedule with respect to the *Advisor Managed Portfolios*.

Mutual funds and ETFs invested in your *Advisor Managed Portfolios* account have their own internal fees which are separate and in addition to the program account fees (for more information on these fees, see the applicable fund prospectus).

Some mutual fund fees include 12b-1 fees which are internal distribution fees assessed by the fund, all or a portion of which are paid to the distributor(s) of such mutual funds. Our firm and your IAR do not retain 12b-1 fees paid by mutual funds.

In certain instances, you may be eligible to purchase certain mutual funds and ETFs without incurring transaction charges subject to certain conditions. For details, please refer to Item 4 (No Transaction Fee Programs) of the *Advisor Managed Portfolios* Wrap Fee Brochure. A $10.00 surcharge, paid by your IAR, is applied for certain mutual funds. For details, please refer to Item 5 (Fees and Compensation) of the *Advisor Managed Portfolios* Wrap Fee Brochure.

If your assets are held in a certain type of Wrap Account, an incentive may exist for your IAR to purchase mutual funds or ETFs that are part of the No Transaction Fee Programs to avoid paying a transaction fee.

For complete fee and termination details, including account fee schedule guidelines and a list of transaction charges, please see the *Advisor Managed Portfolios* Wrap Fee Brochure. We will provide this separate brochure to you prior to or concurrent with your enrollment in *Advisor Managed Portfolios*. Please read it thoroughly before investing.

<u>Fees for Genesis Model Portfolios Accounts</u>. We offer the *Genesis Model Portfolios* as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions (e.g., a Wrap Account).

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by the custodian. If you terminate your participation in this program, you will be entitled to a pro rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after the date upon which the notice of termination is received.

Each of our IARs negotiates his or her own account fee schedule with respect to the *Genesis Model Portfolios*.

The account fees paid by the client include portions paid to your IAR (“Advisor Fees”), as well as to our firm, the custodian, and the Program Manager selected (“Program Fees”). Advisor Fees are set independently regardless of the Program Manager(s) selected. Mutual funds and ETFs invested in the account also have their own internal fees (“internal fund expenses”) which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus). Since fees billed to your *Genesis Model Portfolio* account are comprised of both Program fees and Advisor fees, your IAR may have an incentive to select Program Managers with lower program fees in order to increase the portion of the account fees retained by the IAR. You and your IAR should consider this conflict of interest and the overall program fees and expenses, including internal fund expenses, when selecting Program Managers and other portfolio investments within this investment program.

For complete fee and termination details, including account fee schedule guidelines, please see the *Genesis Model Portfolios* Wrap Fee Brochure. We will provide this separate brochure to you prior to or concurrent with your enrollment in the *Genesis Model Portfolios*. Please read it thoroughly before investing.

Fees for Wealth Managed Account Program Accounts. We offer the *Wealth Managed Account Program* as an account where no separate transactions charges apply and a single fee is paid for all advisory services and transactions (e.g., a Wrap Account).

You will pay a quarterly account fee, in advance, based upon the market value of the assets held in your account as of the last business day of the preceding calendar quarter. Your account fees are negotiable and will be debited from your account by the custodian. If you terminate your participation in this program, you will be entitled to a pro rata refund of any pre-paid quarterly fees based upon the number of days remaining in the quarter after the date upon which the notice of termination is received.

Each of our IARs negotiates this or her own account fee schedule with respect to the *Wealth Managed Account Program*.

The account fees paid by the client include portions paid to your IAR ("Advisor Fees"), as well as to our firm, the custodian, and the WMAP Manager(s) selected ("Program Fees"). Advisor fees are set independently regardless of the WMAP Manager(s) selected. Mutual funds and ETFs invested in the account also have their own internal fees ("internal fund expenses") which are separate and distinct from the program account fees (for more information on these fees, see the applicable fund prospectus). Since fees billed to your *Wealth Managed Account Program* account are comprised of both Program fees and Advisor fees, your IAR may have an incentive to select WMAP managers with lower Program Fees in order to increase the portion of account fees retained by the IAR. You and your IAR should consider this conflict of interest and the overall program fees and expenses, including internal fund expenses, when selecting WMAP Managers and other portfolio investments within this investment program.

For complete fee and termination details, including account fee schedule guidelines, please see the *Wealth Managed Account Program* Wrap Fee Brochure. We will provide this separate brochure to you prior to or concurrent with your enrollment in the *Wealth Managed Account Program*. Please read it thoroughly before investing.

Fees for Financial Planning Services. We charge fixed fees (typically ranging from $500-$10,000) and/or hourly fees (typically ranging from $50-$300 per hour) for *Financial Planning and Consulting* services. The amount of any fixed fee or the hourly fee rate applicable to your engagement is determined prior to the commencement of services based on our expectation of the complexity, time, research, and resources required to complete the requested financial planning services. Fixed fees must be paid in full at the commencement of our relationship or in periodic installments as set forth in the written financial planning or consulting agreement with the client. Hourly fees are invoiced to the client and paid in full upon delivery of the written financial plan, report or checklist.

Financial Planning and Consulting engagements may be terminated at any time by either party, without penalty or cost, on thirty (30) days' written notice to the non-terminating party. In the event of early termination we shall be compensated with a pro-rated portion of the agreed upon fees based upon either the hours actually billed for hourly billing arrangements or, in the case of fixed fee arrangements, based upon our good faith determination (which shall be conclusive and binding) of the total percentage of work completed at the time of termination. Any excess pre-paid fees will be returned to the client. Any fees incurred but not yet billed shall be immediately due and payable to our firm.

Our advisory fees for *Financial Planning and Consulting* services are generally negotiable and individual clients may enter fee arrangements with us that are different from those described above.

C Additional Fees and Expenses. As part of our investment advisory services, we may recommend that you invest in mutual funds, ETFs, REITs, variable products, and/or separately managed accounts managed directly by TPMMs. The fees that you pay to our firm are separate and distinct from the internal management fees and other expenses that may be charged by mutual funds, ETFs, REITs, variable products, and/or TPMMs to their investors. Except for Wrap Accounts, you will also pay the custodian of your account transaction charges, custodial, and/or brokerage fees and commissions, mark-ups and mark-downs, spreads paid to market makers, wire transfer fees and other fees and taxes associated with activity in your account. To fully understand the total cost you will incur you should review the prospectus of each mutual fund, ETF, REIT, variable product, and/or TPMM advisory program in which you are invested and the contractual arrangement with the custodian of your account. For information on our brokerage practices, please refer to Item 12 of this brochure

While we believe our advisory fees to be reasonable for the services provided, you are advised that lower fees for comparable services may be available from other sources.

NOTE REGARDING WRAP ACCOUNT PROGRAMS: For Wrap Accounts, the fees for transactions executed in your account and any Program Manager and WMAP Manager fees is included in your quarterly account fee. As a result, we may charge you a higher quarterly account fee for a Wrap Account than a Non-Wrap account with separate advisory fees and transaction charges. Please consider that depending upon the level of the wrap fee charges, the amount of portfolio activity in the account, the value of services that are provided under the investment program, and other factors, the wrap fee may or may not exceed the aggregate cost of services if they were to be provided separately. Generally, wrap programs are relatively less expensive for actively traded accounts. However, they may result in higher overall costs to the client in accounts that experience little trading activity.

For certain *Advisor Managed Portfolio* Wrap Accounts, transaction charges incurred at the custodian will be assessed to the IAR who manages your account. As a result, your IAR may have incentive to trade your Wrap Account less often or to trade your account with certain securities where transaction charges may be waived or reduced by the clearing firm or product sponsor. Please see the *Advisor Managed Portfolios* Wrap Fee Brochure for details.

D Our termination policies are described above in this Item 5.

E Compensation for Sale of Securities. Certain IARs of Ameriflex are concurrently registered as "registered representatives" of SagePoint Financial, Inc. ("SagePoint), a registered broker-dealer member of FINRA/SIPC and a registered investment advisory firm (CRD No. 133763) (each a "Dually Registered Person"). SagePoint is not otherwise affiliated with our firm. Securities business is transacted with advisory clients and our Dually Registered Persons may receive commissions and/or other forms of compensation resulting from the sale of securities to clients. This creates a conflict of interest insofar as such Dually Registered Persons may have a financial incentive to sell securities to clients for which they may collect commissions. Alternatively, they may have an incentive to forego providing you with advisory services when appropriate, and instead recommend the purchase of commissionable investments, if they deem that the payout for recommending the purchase of these investments would be higher than providing management advice on these products for an advisory fee. Clients are advised that fees paid to Ameriflex for investment advisory services are separate and distinct from the commissions and/or other forms of compensation that may be earned by any Dually Registered Persons for selling securities products to clients through SagePoint Financial, Inc.

Compensation for Sale of Insurance Products. Certain Advisory Affiliates and IARs of Ameriflex are independently licensed to sell insurance in one or more states acting as a direct agent representative of a specific insurance company or companies or as an agent of our affiliate, Ameriflex Financial Services ("AFS"). Insurance related business is transacted with advisory clients and licensed individuals may receive commissions from insurance products sold to clients. Clients are advised that the fees paid to Ameriflex for investment advisory services are separate and distinct from the commissions earned by any individual (or insurance agency, including our affiliate, AFS) for selling insurance products to clients. If requested by a client, we will disclose the amount of commissions expected to be paid.

The receipt of insurance and/or securities related commissions by an individual associated with the firm or our affiliate, AFS, presents a conflict of interest. As fiduciaries we must act primarily for the benefit of our investment advisory clients. As such, we will only transact insurance or securities related business with clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to our representatives and affiliates are appropriate. Clients are informed that they are under no obligation to use any individual associated with our firm or AFS for the purchase of insurance or securities products or services. Clients may use any insurance firm, broker-dealer or agent they choose for purchase of these products and services. We encourage you to ask us about the conflicts of interest presented by the dual registration and insurance licensing of our IARs.

Individual Retirement Account Rollover Disclosure. As part of our advisory services to you, we may recommend that you withdraw or "roll over" assets from an employer's retirement plan to an individual retirement account ("IRA") that we may advise on and which may therefore result in additional advisory fees payable to us. This type of recommendation represents a conflict of interest for our firm. If we make this type of recommendation you are under no obligation to follow such advice. Alternatively, you may have the options of (1) maintaining your retirement plan as is, (2) rolling over your account to the employer's new retirement plan, (3) taking a taxable distribution, or (4) rolling over your account to a new IRA. It is important to understand the advantages and disadvantages of each approach, which will depend on individual financial circumstances. Prior to proceeding with any such action, we encourage you to contact us and your independent legal and/or tax professionals for more information.

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

We do not charge any performance-based fees for our services or engage in side-by-side management of accounts.

Ameriflex and/or individuals associated with our firm may manage accounts which belong either to themselves, individually, or to their family or their affiliates (collectively, "Proprietary Accounts") while simultaneously managing client accounts. It is possible that orders for Proprietary Accounts may be entered opposite to orders for client accounts, pursuant to, for instance, a neutral allocation system, a different trading strategy, or trading at a different risk level. The management of any Proprietary Account is subject to our Code of Ethics and the duty of our firm and its personnel to exercise good faith and fairness in all matters affecting client accounts.

Item 7 – Types of Clients

We typically provide investment advice to individuals, high net worth individuals, corporations and other business entities. Because each client is unique, they must be willing to be involved in the planning and ongoing processes of our management of their account. Such involvement does not have to be time consuming, however we want our clients to remain informed and have a sense of security about their investments.

We may require a minimum account size of $50,000 to open a *Portfolio Management* relationship with our firm. Ameriflex may waive this minimum account opening size requirement at our discretion. We do not have any minimum annual fee requirements.

The minimum account size to open a *Advisor Managed Portfolios* account is $50,000. Please see the *Advisor Managed Portfolios* Wrap Fee Brochure for more information.

The minimum account size to open a *Genesis Model Portfolios* account is $5,500. The specific minimum may vary further according to the Program Manager and Asset Allocation Model selected within the program. Please see the *Genesis Model Portfolios* Wrap Fee Brochure for more information.

The minimum account size to open a SMA account within the *Wealth Managed Account Program* is $100,000. The minimum account size to open a UMA account within the *Wealth Managed Account Program* is $50,000. Please see the *Wealth Managed Account Program* Wrap Fee Brochure for more information.

There is no minimum opening account size or fee in connection with our *Financial Planning and Consulting* services.

NOTE: Certain TPMMs may have account opening minimums, account maintenance requirements, and/or minimum fee requirements. These minimums are generally non-negotiable. Please consult the disclosure brochure of the selected TPMM for more information on any account opening or minimum fee requirements.

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

A Our Methods of Analysis and Investment Strategies

The types of investments we typically recommend are discussed in Item 4 of this brochure.

We may use some or all of the following *methods of analysis* in providing investment advice to you:

Fundamental Analysis. Fundamental Analysis. In using fundamental analysis, we attempt to determine the intrinsic value of target securities through a review of, among other things, company specific financial disclosures, the strength and track record of management personnel, industry sector financial health, and at a macro level, the overall direction of the economy at large. We use this information as a basis to determine if such securities are underpriced or overpriced relative to current market prices and then to make a buy or sell recommendation to you.

Relying on this type of analysis leaves open the risk that the price of a security may move along with the overall direction of the market, irrespective of the economic and financial factors which may have indicated that an opposite movement would have been expected. The main sources of information we rely upon when researching and analyzing securities using fundamental analysis include research materials prepared by others, annual reports, corporate rating services, prospectuses, and company press releases.

Technical Analysis. We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement. Technical analysis does not consider the underlying financial condition of a company or security. This presents a risk in that a poorly-managed or financially unsound company may underperform regardless of overall market movement.

Asset Allocation. Rather than focusing on selecting the particular securities or other assets to invest for your account, we attempt to identify an appropriate ratio of various types of investments (for example, stocks, fixed income, and cash) suitable to investment goals, time horizon, and risk tolerance. A risk of asset allocation is that you may not participate in sharp increases in a particular security, industry or market sector. Another risk is that the ratio of securities, fixed income, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate to meet with your investment goals.

Mutual Fund and ETF Selection and Analysis. We evaluate and select mutual funds and/or ETFs for your account based on several factors which may include, without limitation, (1) the experience and track record of the underlying portfolio manager(s), (2) the performance of the mutual fund or ETF over time and through various market conditions; (3) expected market conditions that might impact the underlying holdings of the mutual fund or ETF or applicable market sector; and (4) whether and to what extent the underlying holdings of the mutual fund or ETF overlap with other assets held in your account. We also monitor the mutual fund or ETF in an attempt to determine if the fund is continuing to follow its stated investment strategy.

A risk of mutual funds and ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A fund manager's past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of the fund are determined by independent fund managers and may change overtime without advance warning, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping holdings should decrease. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the mutual fund or ETF, which could make the holding(s) less suitable for the client's portfolio.

TPMM Selection and Analysis. This is the analysis of the experience, investment philosophies, and past performance of independent TPMMs (including Program Managers and WMAP Managers, as applicable) in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. Key factors we consider when evaluating TPMMs are their investment process and philosophy, risk management methods and procedures, historical performance, investment strategy and style, fees and operating expenses, assets under management and number or clients, and tax-efficiencies. Our evaluation may also incorporate both qualitative and quantitative fundamental analysis to validate and confirm a TPMM's investment style and skill, as well as to compare them to other managers of similar style. We may utilize various research databases, proprietary models, financial periodicals, prospectuses and filings with the SEC, industry contacts and manager data, among other items, as part of the research process. Monitoring the TPMM's underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment may complete the analysis. As part of the due-diligence process, the TPMM's compliance and business enterprise risks may be surveyed and reviewed.

Methods of analysis such as charting, fundamental, technical, or cyclical analysis and/or other methods may be used by the TPMMs we help select or recommend to clients. Please refer to the disclosure brochure of the TPMM for more information.

We typically use the following ***investment strategies*** in managing client accounts:

Long-term Purchases. We primarily take a long term, passive, "buy and hold" approach to investing client assets. In this type of investment strategy, we suggest the purchase of securities with the idea of holding them in a portfolio for a year or longer. Typically, we employ this strategy when (1) we believe the securities to be currently undervalued, and/or (2) we want the portfolio to have exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the recommendation to sell.

Short-term purchases. When utilizing this strategy, we may suggest the purchase of securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we recommend for purchase.

A short-term purchase strategy poses risks should the anticipated price swing not materialize; we are then left with the option of having a long-term investment in a security that was designed to be a short-term purchase, or potentially taking a loss. In addition, this strategy involves more frequent trading than does a longer-term strategy, and will result in increased brokerage and other transaction-related costs, as well as less favorable tax treatment of short-term capital gains.

B We use our best judgment and good faith efforts in rendering investment advice to our clients. We cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time. Not every investment recommendation we make will be profitable. **Investing in securities involves risk of loss that clients should be prepared to bear.** You assume all market risk involved in the investment of your account assets. Investments are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to you for:

- any loss that you may suffer by reason of any investment recommendation we made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or
- any independent act or failure to act by a custodian of your account(s).

C Summary of Investment Risks. While all investing involves risks and losses can and will occur, our advisory services generally recommend a broad and diversified allocation of mutual funds and other securities intended to reduce the specific risks associated with a concentrated or undiversified portfolio. Nonetheless, investing in securities involves risk of loss that clients should be prepared to bear. You should consider the following high-level summary of investment risks. This list is not intended to be an exhaustive description of all risks you may encounter in engaging our firm for advisory services. We encourage you to inquire with us frequently about the risks related to any investments in your account.

Risk of Loss. Securities investments are not guaranteed, and you may lose money on your investments. As with any investment manager that invests in common stocks and other equity securities, our investment recommendations are subject to market risk—the possibility that securities prices will decline over short or extended periods of time. As a result, the value of your account(s) will fluctuate with the market, and you could lose money over short or long periods of time. You should recognize whenever you determine to invest in the securities markets your entire investment is at risk. Clients should not invest money if they are unable to bear the risk of total loss of their investments.

Economic Risk. The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings in such countries, the investment instrument will generally be subject to a higher level of economic risk.

Market Risk. The value of your portfolio may decrease if the value of an individual company or multiple companies in the portfolio decreases or if our belief about a company's intrinsic worth is incorrect. Further, regardless of how well individual companies perform, the value of your portfolio could also decrease if there are deteriorating economic or market conditions. It is important to understand that the value of your investment may fall, sometimes sharply, in response to changes in the market, and you could lose money. Investment risks include price risk as may be observed by a drop in a security's price due to company specific events (e.g. earnings disappointment or downgrade in the rating of a bond) or general market risk (e.g. such as a "bear" market when stock values fall in general). For fixed-income securities, a period of rising interest rates could erode the value of a bond since bond values generally fall as bond yields go up. Past performance is not a guarantee of future returns.

TPMM Risks. A TPMM's (including any Program Managers and WMAP Managers, as applicable) past track record of success cannot be relied upon as a predictor of success in the future. In addition, the underlying holdings of your TPMM Account(s) are determined by TPMM directly, and may change overtime without advance warning to us, creating the potential for overlap with other investments held in your account. This increase in the correlation of your holdings will increase the risk of loss where the value of any overlapping holdings should decrease. There is also a risk that a TPMM may deviate from the stated investment mandate or strategy of the account, which could make the holding(s) less suitable for the client's portfolio. Our firm does not control any TPMM's daily business and compliance operations, and thus our firm may be unaware of any lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Risks Related to Analysis Methods. Our analysis of securities relies in part on the assumption that the issuers whose securities we recommend for purchase and sale, the rating agencies that review these securities, and other publicly-available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

Securities Transactions at the Direction of Clients. Irrespective of whether you engage us on a discretionary or non-discretionary basis, the client always maintains the concurrent ability to make transactions within the client's account held at Custodian. Our firm is not responsible for the consequences of the client's self-directed investment decisions.

Interim Changes in Client Risk Tolerance and Financial Outlook. The particular investments recommended by our firm are based solely upon the investment objectives and financial circumstances disclosed to us by the client. While we strive to meet with clients at regular intervals (at least annually, unless otherwise agreed) to discuss any changes in the client's financial circumstances, the lack of constant and continuous communication presents a risk insofar as your liquidity, net worth, risk tolerance and/or investment goals could change abruptly, with no advance notice to our firm, resulting in a mis-aligned investment portfolio and the potential for losses or other negative financial consequences.

It is your continuing and exclusive responsibility to give us complete information and to notify us of any changes in your financial circumstances, income level, investment goals or employment status. We encourage you to contact us regularly and promptly to discuss any such changes.

Item 9 – Disciplinary Information

Ameriflex is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. No principal or person associated with this firm has any information to disclose which is applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

A Registration as a Broker-Dealer or Registered Representative of a Broker-Dealer. Ameriflex is not registered as a broker-dealer; however, as disclosed at Item 5, certain IARs of our firm may concurrently act as registered representatives of SagePoint. Please see Item 5 for disclosure of the conflicts of interest presented by this arrangement.

B Futures or Commodities Registration. Neither Ameriflex nor any of its personnel intend to become registered as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of any of the foregoing.

C Material Relationships. In addition to the relationships and affiliations described in Item 5 of this brochure, and since our Advisory Affiliates may conduct their investment advisory business under their own independently owned business entity, they have the ability to engage in certain other business activities separate from the investment advisory activities they conduct through Ameriflex. Some of Ameriflex's IARs are permitted to be employed by, or own, a financial services business entity, including an investment advisor business, separate from Ameriflex. Although this is not considered a conflict of interest, clients should be aware that these situations can exist. Such outside business activities may include, without limitation, offerings of tax preparation, legal, insurance, and/or real estate services. These outside business activities are disclosed in the individual Form ADV Part 2B brochure supplements related to each of our IARs. Clients are never obligated to engage any of our IARs or Advisory Affiliates for any tax preparation, legal, insurance and/or real estate related services.

As described in Item 5, since fees billed to *Genesis Model Program* and/or *Wealth Managed Account Program* accounts are comprised of both Program fees and Advisor fees, your IAR may have an incentive to select Program Managers/WMAP Managers with lower Program Fees in order to increase the portion of the account fees retained by the IAR. You and your IAR should consider this conflict of interest and the overall program fees and expenses, including internal fund expenses, when selecting these underlying managers and other portfolio investments.

Ameriflex does not have any other relationships, activities, affiliations or arrangements that create a material conflict of interest with its clients.

D Recommendation of Other Advisors. Ameriflex recommends TPMMs to clients as part of various different investment advisory services as described in Item 4 of this brochure. Except as disclosed in Item 12 below, we do not receive any additional compensation, either directly or indirectly, in connection recommendations or allocations of client accounts to TPMMs.

Item 11 – Code of Ethics, Participation or Interest in Client Transaction & Personal Trading

A Our Code of Ethics. We subscribe to an ethical and high standard of conduct in all our business activity in order to fulfill the fiduciary duty we owe to our clients. Included in these ethical obligations is the duty to put our client's interests ahead of our own along with duties of loyalty, fairness, and good faith towards our clients. We disclose to clients material conflicts of interest which could reasonably be expected to impair our rendering of unbiased and objective advice.

Ameriflex has a Code of Ethics ("Code") which all employees are required to follow. The Code outlines proper conduct related to all services provided to Clients and will be made available to you, free of charge, upon request by contacting us at the phone number and e-mail address listed on the cover page of this brochure. Prompt reporting of internal violations is mandatory. Ameriflex's Chief Compliance Officer, Diana Heu, evaluates employee performance to ensure compliance with our Code. Please contact Ms. Heu at the telephone number found on the cover page of this brochure if you would like to receive a free copy of our Code.

Designed to prevent conflicts of interest between the financial interests of clients and the interests of the firm and its staff, the Code requires, among other procedures, our "access persons" to report their personal securities transactions quarterly and to report all securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain employee securities purchases and sales based on transactions made, or anticipated to be made, in the same securities which may be purchased or sold for client accounts. The Code is required to be reviewed annually and updated as necessary.

B-D Material/Proprietary Interests in Securities Recommended to Clients. Our firm and individuals associated with our firm do not have any proprietary or material interests in or any role in the management of any companies or investments that we recommend to our clients.

Personal Trading; Participation or Interest in Client Transactions. As described in Item 6 of this brochure, Ameriflex and/or individuals associated with our firm may manage Proprietary Accounts. Proprietary Accounts may buy and sell some the same securities as we buy or sell for client accounts. This practice creates an actual conflict of interest with our clients insofar as our firm or individuals associated with our firm may have a financial incentive to trade in securities for Proprietary Accounts in advance of or opposite to transactions in the same securities for client accounts. To address this conflict, our policy is that, assuming the purchase or sale is otherwise appropriate for the subject client accounts, we will purchase or sell securities for our clients' accounts, as the case may be, before purchasing or selling any of the same securities for any Proprietary Accounts. In some cases we may buy or sell securities for our own account for reasons not related to the strategies adopted by our clients.

In summary, our practice of buying and selling for Proprietary Accounts the same securities that we buy or sell for client accounts is restricted by the following controls:

- We are required to uphold our fiduciary duty to our clients;
- We are prohibited from misusing information about our clients' securities holdings or transactions to gain any undue advantage for ourselves or others;
- We are prohibited from buying or selling any security that we are currently recommending for client accounts, unless we place our orders after client orders

have been executed; and

- We are required to periodically report our securities holdings and transactions to the firm's Chief Compliance Officer, who must review those reports for improper trades.

We act in a fiduciary capacity. If a conflict of interest arises between us and you, we shall make every effort to resolve the conflict in your favor. Conflicts of interest may also arise in the allocation of investment opportunities among the accounts that we advise. We will seek to allocate investment opportunities according to what we believe is appropriate for each account. We strive to do what is equitable and in the best interest of all the accounts we advise.

We will disclose to advisory clients any material conflict of interest relating to us, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

Item 12 – Brokerage Practices

A Recommendation of Broker-Dealers; Duty of Best Execution; Directed Brokerage; and Soft Dollar Practices. Although clients may request us to use a broker-dealer or custodian of their choosing, we generally recommend that clients open accounts with and/or execute brokerage transactions through SagePoint, Pershing, or NFS (collectively, the "Brokers"). We further typically access TPMMs through turn-key asset management programs offered by Envestnet and Assetmark Trust (collectively, the "TAMP Platforms"). All VISION2020 Wealth Management Platform Program accounts will be maintained and custodied on a fully disclosed basis by either Pershing or NFS.

The client will make the final decision of the custodian or TAMP Platform to be used by signing the selected firm's account application. Aside from the arrangements with respect to certain Dually Registered persons described in Item 5 of this brochure, we are not affiliated with any of the recommended Brokers or TAMP Platforms.

In recommending broker-dealers, we have an obligation to seek the ***"best execution"*** of transactions in your account. This duty requires that we seek to execute securities transactions for clients such that the total costs or proceeds in each transaction are the most favorable under the circumstances. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a the recommended broker-dealer's services. The factors we consider when evaluating a broker-dealer for best execution include, without limitation, the broker-dealers:

- Execution capability;
- Commission rate;
- Financial responsibility;
- Responsiveness and customer service;

- Custodian capabilities;
- Research services/ancillary brokerage services provided; and
- Any other factors that we consider relevant.

Therefore, we will seek competitive commission rates, but we may not obtain the lowest possible commission rates for specific account transactions. With this in consideration, our firm will continue to recommend that clients use the Brokers until their respective services do not result, in our opinion, in best execution of client transactions.

If the client selects the broker-dealer of their own choosing (i.e., ***directed brokerage***), we may be unable to seek best execution of your transactions, and your commission costs may be higher than those of our recommended Brokers. For example, in a directed brokerage account, you may pay higher brokerage commissions and/or receive less favorable prices on the underlying securities purchased or sold for your account. In addition, where you direct brokerage, we may place orders for your transactions after we place transactions for clients using our recommended broker-dealer. We reserve the right to reject your request to use a particular broker-dealer if such selection would frustrate our management of your account, or for any other reason.

The Brokers and/or TAMP Platforms we recommend to you may provide us with certain brokerage and research products and services that qualify as "brokerage or research services" under Section 28(e) of the Securities Exchange Act of 1934 ("Exchange Act"). This is commonly referred to a ***"soft dollar"*** arrangement. These research products and/or services will assist us in our investment decision making process. Such research generally will be used to service all of our client accounts, but brokerage charges and similar fees paid by the client may be used to pay for research that is not used in managing that specific client's account. Your account may pay the Brokers a charge greater than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the charge is reasonable in relation to the value of the brokerage and research services received.

There may be other benefits from recommending the Brokers and/or TAMP Platforms, such as software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its client accounts; and (v) assist with back-office functions, recordkeeping and client reporting.

Other services may include, but are not limited to, performance reporting, contact management systems, third party research, publications, access to educational conferences, roundtables and webinars, practice management resources, access to consultants and other third party service providers who provide a wide array of business related services and technology with whom we may contract directly.

While we do not pay a fee for these products/services, all client accounts may not be the direct or exclusive beneficiary of such products/services. Based upon the receipt of such services and information, we may have an incentive to recommend a broker-dealer and or TAMP Platform based upon our desire to receive these services rather than receiving best execution for you.

Except as described above, we do not receive any compensation or incentive for referring you to broker-dealers for brokerage trades or TAMP Platforms for access to TPMMs, nor do we receive client referrals in exchange for directing client transactions to any broker-dealer or TAMP Platform.

B Trade Aggregation. Ameriflex does not aggregate purchases and sales and other transactions. Our practice of not combining multiple clients' buy and sell orders (i.e., block trading) may result in our firm being unable to achieve for its clients the most favorable execution at the best price available, and accordingly, may cost clients more money than other arrangements.

The trade aggregation and allocation practices of mutual funds, ETFs, and TPMMs (including Program Managers and/or WMAP Managers, as applicable) that we recommend to you are disclosed in the respective mutual fund and ETF prospectuses and TPMM disclosure brochures which will be provided to you. We encourage you to review those documents carefully to understand the trade aggregation and allocation practices of these third parties.

Item 13 – Review of Accounts

A Account Review Policies. *Portfolio Management, Advisor Managed Portfolios, Genesis Model Portfolios,* and *Wealth Managed Account Program* accounts are monitored on an ongoing basis and are formally reviewed periodically, but not less than annually, typically by the IAR with whom the client regularly works. However, the specific individuals conducting formal account reviews may vary from time to time, as personnel join or leave our firm. The frequency of reviews is determined based on the each client's investment objectives and investment profile.

Annual (retainer) *Financial Planning and Consulting* clients receive comprehensive, written financial plans that are formally reviewed and updated annually. Our investment advisor representatives conduct these reviews in person, over the phone and/or via the internet. One-time or project based *Financial and Consulting* client plans/reports are not reviewed or updated after their delivery to the client, unless the client specifically requests such review and pays an additional advisory fee.

B More Frequent Account Reviews. More frequent reviews of *Portfolio Management, Advisor Managed Portfolios, Genesis Model Portfolios, Wealth Managed Account Program* accounts, and Annual (retainer) *Financial Planning and Consulting* accounts/plans may be triggered by a change in client's investment objectives; risk/return profile; tax considerations; contributions and/or withdrawals; large sales or purchases; security specific events; or changes in the economy more generally.

C Reporting to Clients. Clients receive standard account statements and trade confirmations from the custodian of their account on a monthly basis. We may provide additional written reports to you periodically, or as you may reasonably request. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, as examples.

Item 14 – Client Referrals and Other Compensation

A As referenced in Item 12 above, the Brokers and/or TAMP Platforms may provide research or other services or products that we may use to service all accounts, including accounts that do not execute trades through the Brokers or utilize the services of any TAMP Platforms.

As referenced in Item 5 above, certain IARs of Ameriflex are Dually Registered Persons of SagePoint and may transact securities business with Ameriflex's advisory clients, resulting in their receipt of commissions and/or other forms of compensation from securities products sold to clients. Please see Item 5 for a description of the conflicts of interest created by this arrangement and how our firm mitigates them.

B We have no arrangements, written or oral, in which we compensate others or are compensated for client referrals.

Item 15 – Custody

With the exception of our ability to directly debit fees as outlined in Item 5, we do not hold, directly or indirectly, client funds or securities, or have any authority to obtain possession of them. All client assets are held in the custody of an independent qualified custodian selected by the client. We currently recommend the Brokers to act as your qualified custodian, to hold your assets, and/or execute securities transactions for your account.

We shall have no liability to you for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of any custodian or any acts of the agents or employees of any custodian, whether or not the full amount of such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian of your account(s). Clients understand that the SIPC provides only limited protection for the loss of property held by a custodian.

Item 16 – Investment Discretion

Discretionary Portfolio Management Arrangements. We manage your accounts on either a *discretionary* or *non-discretionary* basis. We will only manage your account on a *discretionary basis* upon obtaining your consent. Your consent is set forth and evidenced in the written advisory agreement that you enter with us at the commencement of our services. We define discretion as the ability to trade your account without obtaining your prior consent, including the determination of the particular securities and amount of securities to be bought or sold and the timing of all such purchase and sale transactions in your account. Our discretion does not extend to the withdrawal or transfer of your account funds. We give advice and take action in the performance of our duties to you, which differs from advice given, or the timing and nature of action taken, with respect to our clients' accounts.

Trade Errors. We have adopted the following policies and procedures to address the potential of trade errors:

- We will document and promptly correct all trade errors;
- We will not pass along to our clients any costs of correcting trade errors;
- We will allow clients to keep any gains resulting from trade errors;
- We will promptly notify a client if a trade error results in reimbursement to the Client;
- We will not use a client's account to correct a trade error unless the trade was originally intended for that client's account; and
- We will not use soft dollars to correct trade errors;

Item 17 – Voting Client Securities

A We will not vote proxies on behalf of clients and will not provide advice to clients on how the client should vote.

B We do not accept authority to vote client securities. Most clients will receive proxies and other solicitations directly from the custodian or transfer agent. If any proxy materials are received on behalf of a client, they will be sent directly to the client or a designated representative of the client, who is responsible to vote the proxy.

Item 18 – Financial Information

A We do not require or solicit prepayment of more than $1,200 in fees per client, six months or more in advance.

B Advisors who have discretionary authority over client accounts, custody of client assets, or who require or solicit pre-payment of more than $1,200 in fee per client, six months or more in advance, are required to disclose any financial condition that is reasonably likely to impair their ability to meet contractual commitments to clients. Ameriflex maintains discretionary authority over client funds and securities. We have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to our clients.

C Neither Ameriflex, nor any of its principals, have been the subject of a bankruptcy petition at any time in the past.