

Sequent Planning, LLC

Also D/B/A

Futurity First Wealth Management

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Sequent Planning, LLC. If you have any questions about the contents of this brochure, please contact us at (402) 953-3544 or by email at mike@sequentplanning.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Sequent Planning, LLC is also available on the SEC's website at www.Advisorinfo.sec.gov. Sequent Planning, LLC's CRD number is: 160381.

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Registration does not imply a certain level of skill or training.

Version Date: 3/28/2018

Item 2: Material Changes

The material changes in this brochure from the last annual updating amendment of Sequent Planning, LLC on February 15, 2017 are described below. This list summarizes changes to policies, practices or conflicts of interests only and are disclosed throughout the year as they occur.

In April 2017, we updated Item 1 – *Cover Page* – to disclose the change in our office suite number at the same location.

In April 2017, we updated Item 4 – *Advisory Business* – to disclose a new service we are offering to our advisory clients to include a Best Interest Review of fixed index annuity purchases. See page 1 for more information.

In July 2017, Michael Chochon was named Vice President of Sequent Planning, LLC.

In October 2017, we updated Items, 4, 5, 7, 10, 12, 13, 15 and 17 to disclose our advisory services through the SEI Program.

In October 2017, we updated Items 4, 5, 10 and 19 to disclose that Senior Market Sales, Inc. (SMS) is the owner of Sequent Planning as of October 1, 2017.

In October 2017, we updated Items 4, 10 and 19 to disclose that Michael Chochon is the Chief Compliance Officer as of October 1, 2017.

In October 2017, we added investment advisor representatives in San Antonio, Texas, and Medford, Oregon.

In October 2017, we signed an agreement with Trust Company of America to provide platform and custodian services.

In November 2017, Sequent Planning has begun doing business as Futurity First Wealth Management in Oregon.

In March 2018, Sequent Planning has begun doing business as Futurity First Wealth Management in Arizona and Texas.

In March 2018, Sequent Planning signed an agreement with Flexible Plan Investments to provide investment management and platform services.

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Item 4: Advisory Business

A. Description of the Advisory Firm

Sequent Planning, LLC is a Limited Liability Company organized in the state of Nebraska in December 2011. Sequent Planning became registered with the State of Nebraska as an investment advisor firm in February 2012.

As of October 1, 2017, the principal owner of Sequent Planning is Senior Market Sales, Inc. (SMS), an insurance marketing organization.

Michael Chochon is Vice President of Sequent Planning as of July 2017.

Michael Chochon is the Chief Compliance Officer of Sequent Planning as of October 1, 2017.

In November 2017, Sequent Planning has begun doing business as Futurity First Wealth Management (FFWM). Throughout this document we utilize the names Sequent Planning, LLC, which does include the business practices of FFWM.

B. Types of Advisory Services

The following are descriptions of the primary advisory services of Sequent Planning, LLC (hereinafter "Sequent"). Please understand that a written agreement, which details the exact terms of the service, must be signed by you and Sequent Planning, LLC before we can provide you the services described below.

Asset Management Services

Sequent offers asset management services, which involves Sequent providing you with continuous and ongoing supervision over your specified accounts.

You must appoint our firm as your investment advisor of record on specified accounts (collectively, the "Account"). The Account consists only of separate account(s) held by qualified custodian(s) under your name. The qualified custodians maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

The Account is managed by Sequent based on your financial situation, investment objectives and risk tolerance. We actively monitor the Account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

We will need to obtain certain information from you to determine your financial situation and investment objectives. You will be responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however, we will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives. We are reasonably available to consult with you relative to the status of your Account. You have the ability to impose reasonable restrictions on the management of your accounts, including the ability to instruct us not to purchase certain securities.

It is important that you understand that we manage investments for other clients and may give them advice or take actions for them or for our personal accounts that is different from the advice we provide to you or actions taken for you. We are not obligated to buy, sell or recommend to you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts.

Conflicts may arise in the allocation of investment opportunities among accounts that we manage. We strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by our firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we may not lawfully use or disclose, we have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

Sequent is expanding its geographic reach by registering with individual states. Our goal is for Sequent to qualify as a SEC Registered Investment Advisor. Currently, Sequent offers three asset management programs: Wrap Fee program, SEI Program, Trust Company of America Program and Flexible Plan Investments Program. Though Sequent offers these programs to our clients, all programs may not be offered by each Investment Advisor Representative. Sequent will try to match the client with an advisor that does support the preferred asset management program.

Participation in Wrap Fee Programs

Sequent offers asset management services through a Wrap Fee program. A Wrap Fee program is defined as any advisory program under which a specified fee (or fees), not based directly upon transactions in a client's account, is charged for investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisors) and the execution of client transactions. Clients who participate in the Wrap Fee program will not have to pay separately for transaction, trading, or financial planning fees. However, clients are still responsible for all other account fees; such as annual IRA fees to the custodian, mutual fund expenses, mark-ups or mark-downs on individual securities trades, and termination fees if the account is moved to another broker, or third-party advisor fees.

Sequent will be the primary portfolio manager for this Wrap Fee program. Sequent may utilize unrelated third-party service providers (including but not limited to other registered investment advisors such as FPS, Inc. and/or Asset Dedication, LLC) to service client accounts, providing services including but not limited to asset management, research, due diligence, reporting, portfolio analysis, and back office administration. Service providers generally do not have any direct contact with our clients.

Sequent may also select sub-advisors for specific expertise, including but not limited to Asset Dedication, LLC, for selection of individual bonds. Sub-advisors typically do not have any contact with our clients.

For more information regarding the Wrap Fee program please see the Wrap Fee Brochure.

Referral to Third-Party Money Manager Programs

Sequent offers advisory services by referring clients to asset management programs offering asset management services through third-party money managers. The third-party managers are responsible for continuously monitoring client accounts and making trades in client accounts when necessary. As a result of the referral, we are paid a portion of the fee charged and collected by the third-party money managers. Each solicitation arrangement is performed pursuant to a written solicitation agreement and is in compliance with SEC Rule 206(4)-3 and applicable state securities rules and regulations.

When you select a third-part asset management program, Sequent will assist you with identifying your risk tolerance and investment objectives. We recommend third-party money managers in relation to your stated investment objectives and risk tolerance, and you may select a recommended third-party money manager or model portfolio based upon your needs. You must enter into an agreement directly with the third-party program provider who provides your designated account with asset management services.

We are available to answer questions that you may have regarding your account and act as the communication conduit between you and the third-party money manager. The third-party money manager will take discretionary authority to determine the securities to be purchased and sold for your account. We do not have any trading authority with respect to your designated account managed by the third-party money manager.

Although we review the performance of numerous third-party investment advisor firms, we enter into only a select number of relationships with third-party investment advisor firms that have agreed to pay us a portion of the overall fee charged to our clients. Therefore, Sequent has a conflict of interest in that it will only recommend third-party investment advisors that will agree to compensate us for referrals of our clients.

Clients are advised that there may be other third-party managed programs not recommended by our firm, that are suitable for the client and that may be more or less costly than arrangements recommended by our firm. No guarantees can be made that a client's financial goals or objectives will be achieved by a third-party investment advisor recommended by our firm. Further, no guarantees of performance can ever be offered by our firm (*Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more details.*)

SEI Asset Management Program

The SEI Asset Management Program (SEI Program) is an institutional asset allocation program that Sequent uses in the management of assets for client accounts. If you enroll in the SEI Asset

Management Program, Sequent will assist you in the establishment of a SEI Program Account (the Account) at SEI Trust Company (SEI). All Account transactions are processed and cleared through SEI. The SEI Program uses asset allocation portfolios developed by SEI Investments. The portfolios consist of SEI Family of Institutional Mutual Funds (Mutual Funds) and other securities approved by SEI to be held in an account. The SEI Program uses selected portfolio managers that are subject to oversight by SEI and who have entered into a sub-advisory agreement with SEI.

Sequent will provide SEI with the Investment Policy Statement that you and your investment advisor representative select for your account. Sequent will direct SEI to reallocate your investments in accordance with your Investment Policy Statement. In addition, Sequent will direct SEI to rebalance the investments within your account at least annually so that the market value of the shares of each mutual fund held in your account is the same percentage of the total market value of your account as required by your Investment Policy Statement. SEI and its portfolio managers will have discretionary authority over the assets and transactions in the Account. SEI has the authority to replace a previously selected portfolio manager or SEI Fund without your prior approval.

Trust Company of America Asset Management Program

TCA provides Sequent with access to their "Liberty" platform and custody services, which are not available to retail investors. The Liberty platform provides our advisors with investment management choices including the creation of their own model portfolios, or access to asset managers through the Money Manager Exchange (MME). The services from TCA include brokerage, custody, access to mutual funds and other investments that are otherwise generally available only to institutional investors or may require a significantly higher minimum initial investment. TCA is the custodian that supports our advisors that are not utilizing the wrap program or the SEI Asset Management program.

Flexible Plan Investments Asset Management Program

Sequent Planning has entered into a Co-Advisory arrangement with Flexible Plan Investments, Ltd. Flexible Plan Investments, Ltd. offers Sequent Planning access to its third-party management services. Flexible Plan Investments will provide investment management, account administration and reporting services to Sequent Planning. Sequent Planning will provide investment advisory, client relationship, and consulting services. Together, these services are designed to help Clients achieve their long-term investment goals.

Financial Planning

The financial planning services offered are either a limited-scope engagement or a financial planning engagement. Sequent Planning offers its financial planning services either on a fixed fee arrangement or an hourly fee arrangement.

Limited-Scope engagement

Sequent Planning offers limited-scope engagements. For such an engagement, the financial advisor will complete six steps:

1. Initial fact-finding meeting.
2. Follow-up phone call, if necessary, to clarify or verify information.
3. Analyze the client situation through the appropriate software tool.
4. Create the financial recommendation.
5. Deliver the recommendation at a client meeting.
6. Provide up to 30 days for client follow-up.

A limited-scope engagement will focus primarily on one item. A limited-scope engagement does not involve the creation of a financial plan. There may be important issues that may not be taken into consideration when your investment advisor representative develops recommendations under a limited-scope engagement. As an example, a limited-scope engagement focusing on social security benefits and timing would include a review the expected social security benefits, analyze expected cash flows, present 3 alternatives, and include a recommendation of when to start to take the benefits. The estimated cost of a limited-scope engagement is \$500 with the assumption it should take 2-4 hours to complete. As you are aware each Client situation is different. Below is a list of service offerings with an estimate of the hours to complete such limited –scope engagement:

Client Organization and document review:	2-6 hours
Balance sheet creation and analysis:	1-4 hours
Cashflow forecasting:	2-5 hours
Retirement planning:	2-4 hours
Investment planning:	2-4 hours
Social Security planning:	2-4 hours
Portfolio Market Risk Analysis:	2-4 hours
Insurance Policy Review:	2-6 hours
Alternative Investments or Business review:	4-8 hours

Financial Planning Engagement

Sequent Planning offers financial planning engagements. The basic financial planning engagement follows a six-step process:

1. Initial fact-finding meeting.
2. Follow-up confirmation meeting to review materials.
3. Analyze the client situation through appropriate software tools.
4. Create the financial plan.
5. Deliver the financial plan at a client meeting.
6. Provide up to 30 days for client follow-up.

A basic financial planning engagement includes, at a minimum, the following areas: client organization, balance sheet review, cash flow forecasting, tax planning, social security benefits review, risk tolerance, and review of insurance policies. The advisor will access multiple software tools to complete the financial plan. Software tools that the advisor may utilize include Social Security Timing, Tax Clarity, SmartRisk or other approved software programs. At a minimum the basic financial planning engagement should take 8 hours to complete. A very complex financial planning engagement could take over 24 hours to complete.

These services are based on fixed fees or hourly fees and the final fee structure is outlined in the Financial Planning Agreement.

Our financial planning and limited-scope engagement services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have the sole responsibility for determining whether to implement our financial planning recommendations. To the extent that you would like to implement any of our investment recommendations through Sequent or to retain Sequent to actively monitor and manage your investments, you must execute a separate written agreement with Sequent for our asset management services.

Best Interest Review for Fixed Index Annuities

Sequent, in its capacity as an investment advisor firm, is available to perform a one-time review of Fixed Index Annuity purchases for clients and document the review and determination prior to the client making the purchase (hereafter “Best Interest Review”)

Insurance marketing organizations (“IMOs”), including but not limited to Senior Market Sales, Inc. (“SMS”) will refer independent contractor insurance agents associated with the IMO and their clients to Sequent Planning for a Best Interest Review for Fixed Index Annuities. With respect to such referred insurance agents and clients, Sequent Planning will evaluate and make the determination whether a Fixed Index Annuity purchase is in the best interest of the client, as defined under the U.S. Department of Labor’s Fiduciary Rule. In performing this Best Interest Review, Sequent will act with the care, skill, prudence, and diligence that under the circumstances then prevailing that a prudent person acting in a like capacity would act. Included in our Best Interest Review is the financial profile, the financial objectives, investor experience, federal tax bracket, risk tolerance, and other relevant information. Our Best Interest Review will be based on the clients’ financial objectives and not based on the financial or other interests of other parties involved such as the independent contractor insurance agent or IMOs.

This is a one-time review of the Fixed Index Annuity purchase with no on-going review, monitoring, advice or supervision responsibility of the product unless the client is receiving additional asset management or other financial planning services, subject to a separate engagement agreement, and this service is included as part of one or more of those other advisory services. The Best Interest Review is limited to Fixed Index Annuity contracts identified by client and client’s independent contractor insurance agent, and the Best Interest Review does include or cover any other transactions or advice provided by client’s independent contractor insurance agent.

Investment Newsletters

Sequent Planning provides to clients and prospective clients ongoing financial communications which may be purchased from a financial communications firm or created internally.

Educational Programs

Sequent Planning provides educational events for clients and prospective clients. The content for these programs may be developed internally or purchased from a financial communications firm.

Services Limited to Specific Types of Investments

Sequent may provide investment advice on the following types of investments:

- Mutual Funds
- Exchange Traded Funds (ETFs)
- Exchange-listed Securities
- Securities Traded Over-the-Counter
- Corporate Debt Securities
- Commercial Paper
- Certificates of Deposit
- Municipal Securities
- Variable Annuities
- Life Insurance
- Long Term Care Insurance
- US Government Securities
- Interests in Partnerships Investing in Real Estate
- Non-Traded Real Estate Investment Trusts (REITs)

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations. *(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)*

C. Client Tailored Services and Client Imposed Restrictions

Sequent's advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information. Our financial planning services are always provided based on your individual needs. When providing financial planning services, we work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment advisor relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

D. Wrap Fee Programs

In Wrap Fee programs, advisory services and transaction costs are provided for one fee, however, clients are still responsible for all other account fees; such as annual IRA fees to the custodian, termination fees if the account is moved to another broker, or third-party advisor fees. The asset management services through FocusPoint Solutions and Asset Dedication are Wrap Fee programs.

E. Amounts Under Management

Sequent has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$81,182,597	\$0.00	12/31/2017

Item 5: Fees and Compensation

A. Fee Schedule

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding our firm’s services along with descriptions of each service’s fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and Sequent. Whenever a fee is charged to a client for services described in this brochure (whether or non-), we will receive all or a portion of the fee charged.

Fees for Asset Management Services

Fees charged for our asset management services (advisory fees) are charged based on a percentage of assets under management, billed in arrears (at the end of the billing period) on a quarterly calendar basis and calculated based on the fair market value of your account as of the last business day of the current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If asset management services are commenced in the middle of the billing period, then the prorated fee for that billing period will be billed in arrears at the end of that billing period.

The asset management services continue until terminated by either party (i.e., Sequent or you) by giving thirty (30) days written notice to the other party. If services are terminated within five business days of signing the client agreement, services are terminated without penalty. After the initial five business days,

you may be responsible for payment of fees for the number of days services were provided by Sequent prior to receipt of the notice of termination. When advisory fees are billed in arrears, Sequent will prorate the final fee payment based on the number of days services are provided during the final period. The amount of client assets on the termination date will be used to determine the final fee payment.

Advisory fees charged for our asset management services are negotiable based on the investment advisor representative providing the services, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment advisor representative, and the total amount of assets under management for the client.

The annual investment advisory fee for asset management services will never exceed 1.75% (advisory fee cap). Each advisor has the authority and discretion to price their advisory services, therefore, the annual investment advisory fee may fluctuate from advisor to advisor and from client to client.

There is a minimum account size of \$100,000. Each advisor has the discretion to accept accounts less than \$100,000.

Sequent believes that its annual investment advisory fee for asset management services is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisors offering similar services/programs. However, our annual investment advisory fee may be higher than that charged by other investment advisors offering similar services/programs. In addition to our compensation, you may also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The investment advisory fees will be deducted from your account and paid directly to our firm by the qualified custodian(s) of your account. You will authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to our firm. The billing statement will detail the formula used to calculate the fee, the assets under management and the time period covered. See *Item 15 – Custody* for more details.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Asset Management – Other Expenses

You may incur certain charges imposed by third parties other than Sequent in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Brokerage commissions and/or transaction ticket fees charged by the qualified custodian are billed directly to you by the qualified custodian. Advisory fees charged by Sequent are separate and distinct from the fees and expenses charged by mutual fund companies (i.e. internal expenses) that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

Wrap Fee Program

Wrap Program fees are outlined in Sequent's Wrap Fee program brochure. Lower fees for comparable services may be available from other sources. The use of unrelated third-party asset managers will not cause the client to incur any additional fees. We pay unrelated third-party asset managers for services out of the total advisory fee charged to the client in the Wrap Fee program. Your specific fee will be disclosed in your client agreement with Sequent. See the Wrap Fee Brochure for disclosure of fees for Wrap Fee programs. Brokerage commissions and/or transaction ticket fees are "wrapped" together and included in the annual advisory fee in the Wrap Fee program.

You may incur certain charges imposed by third parties other than Sequent in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by Sequent are separate and distinct from the fees and expenses charged by the mutual fund companies (i.e. internal expenses) that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

Fees for Third-Party Money Manager Programs

Third-party managers generally have account minimum requirements that will vary among third-party money managers. Account minimums are generally higher on fixed income accounts than for equity-based accounts. A complete description of the third-party money manager's services, fee schedules and account minimums will be disclosed in the third-party money manager's disclosure brochure which will be provided to you prior to or at the time an agreement for services is executed and the account is established.

The actual fee charged to you will vary depending on the third-party program. All fees are calculated and collected by the third-party money manager who will be responsible for delivering our portion of the fee paid by you to us. Your specific fee charged for the third-party asset management program, will be disclosed in your advisory agreement with them.

Under this program, you may incur additional charges including but not limited to, mutual fund sales loads, 12b-1 fees and surrender charges, and IRA and qualified retirement plan fees.

We have a conflict of interest by only offering those third-party programs that have agreed to pay a portion of their advisory fee to us and have met the conditions of our due diligence review. There may be other third-party money management programs that may be suitable for you that may be more or less costly. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

SEI Asset Management Program

SEI Program Management Fees (management fees) are payable quarterly, in arrears, net of income, withholding or other taxes, based on assets under management at the end of the quarter. Management fees are automatically deducted from your account. Each quarter, SEI sends you an account statement that includes a management fee notification which shows the computed fee, any adjustments to the fee, an explanation of any adjustment and the net management fee to be deducted later in the period from your account. Management fees are paid to Sequent.

You may terminate the SEI Program Account at any time by notifying Sequent. Termination will be effective upon 30 days written notice to the other party. If services are terminated within five business days of executing the client agreement, services will be terminated without penalty. After the initial five business days, you may be responsible for payment of fees for the number of days services were provided by Sequent prior to receipt of the notice of termination.

Sequent may invest a portion of your assets in mutual funds, exchange traded funds (ETFs) or other approved investments. These products charge an investment management fee on client's assets invested in these securities. Therefore, you will pay two separate fees for the management of these assets, one directly to Sequent and one indirectly to the managers of the mutual funds, ETFs or other approved investments held in your portfolios. SEI or its Portfolio Managers may recommend leveraged ETFs.

Clients in the SEI Program will pay Sequent a maximum Advisory Fee of 1.5% based on assets under management. Legacy SEI accounts opened prior to clients transferring to Sequent will continue with their previously agreed upon fee arrangement. The fee may be negotiable based on the complexity of the client's account, amount of assets under management, anticipated additional future assets, household and related account assets, investment advisor representative providing the services and the relationship with the client. The fee charged by SEI will be disclosed in the Tri-Party agreement between Sequent, SEI and you. The custody of all funds and securities are maintained by SEI. SEI Trust Company may charge a separate custodial fee for the custody services it provides to your account. A complete description of SEI's advisory services, fee schedules and account minimums will be disclosed in their Firm Brochure which will be provided to you by SEI prior to or at the time an agreement for services is executed and the account is established.

Trust Company of America Program ("TCA")

TCA Program advisory fees are payable quarterly, in arrears, net of income, withholding or other taxes, based on assets under management at the end of the quarter. Advisory fees are automatically deducted from your account. Each quarter, TCA sends you an account statement that includes an advisory fee notification which shows the computed fee, any adjustments to the fee, an explanation of any adjustment and the net advisory fee to be deducted later in the period from your account. Advisory fees are paid to Sequent.

You may terminate the TCA Program at any time by notifying Sequent. Termination will be effective upon 30 days written notice to the other party. If services are terminated within five business days of executing the client agreement, services will be terminated without penalty. After the initial five business days, you may be responsible for payment of fees for the number of days services were provided by Sequent prior to receipt of the notice of termination.

Sequent may invest a portion of your assets in mutual funds, exchange traded funds (ETFs) or other securities. These products may charge an investment management fee on client's assets invested in these securities. This fee is known as the "internal expense" of the fund. Therefore, when invested in such fund, you will pay two separate fees for the management of these assets, one directly to Sequent (advisory fee) and one indirectly to the managers of the mutual funds or ETFs held in your portfolios (internal expense).

Clients in the TCA Program will pay Sequent a maximum Advisory Fee of 1.5% based on assets under management. The Advisory Fee may be negotiable based on the complexity of the client's account, amount of assets under management, anticipated additional future assets, household and related account assets, investment advisor representative providing the services and the relationship with the client. The custody of all funds and securities are maintained by TCA. Trust Company of America may charge a separate custodial fee for the custody services it provides to your account.

Flexible Plan Investments Program

Sequent Planning has entered into a Co-Advisory arrangement with Flexible Plan Investments, Ltd. The Flexible Plan Investments (FPI) Program advisory fees are payable quarterly in arrears, based on assets under management at the end of the quarter. Clients in the FPI Program will pay Sequent a maximum fee of 1.25% based on assets under management. The total fee paid by Clients in this program will not exceed 2.25%. Advisory fees are automatically deducted from your account. FPI will provide periodic reports and statements to Client at least quarterly. You may terminate the FPI Program at any time by notifying Sequent. Termination will be effective upon 30 days written notice to the other party. If services are terminated within five business days of executing the client agreement, services will be terminated without penalty. After the initial five business days, you may be responsible for payment of fees for the number of days services were provided by Sequent prior to receipt of the notice of termination.

Financial Planning Fees

Sequent Planning offers its financial planning services either on a fixed fee arrangement or an hourly fee arrangement.

Fixed Fee

The fixed fee arrangement fee is \$500 - \$5,000 based on the complexity of the client's financial situation, geographic location and the particular investment advisor representative who will work with the client ("negotiability factors"). Based upon the negotiability factors, each investment advisor representative is allowed to set Sequent Planning's fixed financial planning fee up to a maximum amount of \$5,000. The actual fixed fee charged by Sequent Planning will be specified in the client's agreement with Sequent Planning. The basic financial planning engagement has a minimum cost of \$1,000 for a single person or \$1,500 for a married couple. The fixed fee arrangement rate may go up to \$5,000 based on the complexity of the client's financial situation.

Hourly Fee

Sequent also provides financial planning services under an hourly fee arrangement. The hourly rate range is \$125 - \$300 per hour for either financial planning service – limited-scope engagement or financial planning engagement. The hourly rate is negotiable based upon the particular investment advisor representative working with client, the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment advisor representative, the geographic location and the total amount of assets under management for the client (“negotiability factors”).

Example: Fee range based on negotiable factors:

Advisor with 5 years or less experience, rural town of 15,000 people, and client situation is straightforward: Rate \$125 – \$200 per hour.

Advisor with 10 years or more experience, large metropolitan city, client situation is straightforward: Rate \$200 – 300 per hour.

Based upon the above negotiability factors, each investment advisor representative is allowed to set Sequent Planning’s hourly financial planning fee up to a maximum amount of \$300 per hour. The actual hourly fee charged by Sequent Planning will be specified in the client’s agreement with Sequent Planning.

Fees are paid \$500 in advance, but never more than six months in advance, with the remainder due upon presentation of the materials. Fees that are paid in advance may be refunded. The refunded amount would be based on the prorated amount of work completed at the point of termination. The final fee schedule will be outlined in the Financial Planning Agreement. Clients may terminate their contracts without penalty within five business days of signing the Financial Planning Agreement. Lower fees for comparable services may be available from other sources.

Financial situations vary for each client. Some client financial situations can be very complex and therefore require much more time for the advisor to complete. Before commencing financial planning services or limited-scope engagements, Sequent provides an estimated fee or the approximate hours needed to complete the requested financial planning services. When appropriate, Sequent will charge for the additional time needed to complete the limited scope engagement or the financial planning engagement. Examples of when a financial advisor will charge additional fees includes, but is not limited to:

1. Client request to create additional financial scenarios. Each additional scenario created costs at a minimum \$300 to create.
2. More than 4 insurance policies are requested to be reviewed in a limited-scope insurance review engagement. Each additional policy review costs a minimum of \$125 per review.
3. Review of non-tradable or illiquid holdings such as a closely held business. The range of cost for an individual business review is \$500 - \$2,000.

Sequent’s financial plans and limited-scope engagements are time specific. Neither offering creates an ongoing client relationship. Clients are provided specific materials concerning their financial situation. After the presentation of the materials, we have no further obligations or requirements to you. Clients may request additional services from us.

Other Fee Terms

You should notify Sequent within ten (10) days of receipt of an invoice if you have questions about or dispute any billing entry.

To the extent Sequent engages an outside professional (i.e. attorney, independent investment advisor or Accountant) while providing financial planning services to you, Sequent will be responsible for the payment of the fees for the services of such an outside professional, and you will not be required to reimburse Sequent for such payments. To the extent that you personally engage such an outside professional, you will be responsible for the payment of the fees for the services of such an outside professional, and Sequent will not be required to reimburse Client for such payments. When engaged by the client, the fees for the outside professional will be in addition to and separate from the advisory fees charged by Sequent.

All advisory fees paid to Sequent for services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you may also pay a commission and/or deferred sales charges in addition to the financial planning fees paid to Sequent and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities. The investment advisor representative will monitor the client's investments, and whether or not those investments are reflective of the risk tolerance, time horizon, and investment objective of the account.

If you elect to have your investment advisor representative, in his or her separate capacity as an insurance agent, implement the recommendations of Sequent, your investment advisor representative at his or her discretion may waive or reduce the investment advisory fee charged for these services by the amount of the commissions received by your investment advisor representative as an insurance agent. Any reduction of the investment advisory fee will not exceed 100% of the insurance commission received.

All fees paid to Sequent for advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees will generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, you may pay an initial or deferred sales charge.

If you elect to have your investment advisor representative, in his or her separate capacity as a registered representative, implement the recommendations of Sequent, your investment advisor representative at his or her discretion may waive or reduce the investment advisory fee charged by the amount of the commissions received as a registered representative.

If you elect to implement the recommendations of Sequent through our other investment advisory programs, Sequent may waive or reduce a portion of the investment advisory fees for such investment advisory program(s). Any reduction will be at the discretion of your investment advisor representative and disclosed to you prior to contracting for additional investment advisory services.

It should be noted that lower fees for comparable services may be available from other sources.

Best Interest Review for Fixed Index Annuities Fees

Upon entering into a client agreement, Sequent will provide the Best Interest Review determination for Fixed Index Annuity purchases with no direct payments by the client. Instead, the hourly fee of Sequent for this service, which ranges between \$125 - \$300 depending upon the staff member, will be paid by the IMO which has the relationship with your independent contractor insurance agent. The hourly fees between Sequent and IMOs are negotiable. Lower fees for comparable services may be available from other sources.

Sequent or the client may terminate the Best Interest Review for Fixed Index Annuity by providing notice to the other party. Termination will be effective upon receipt of notification. Client is not obligated to implement any Best Interest Review recommendations of Sequent.

Investment Newsletters and Educational Events

Investment Newsletters, when offered, are generally offered at no charge to clients and prospective clients. Educational events, when offered, may charge a nominal fee up to \$100 for certain events, depending on the content covered and materials provided to clients. Clients will be notified of any fees associated with an educational event and fees will be charged and paid prior to the event date. These fees are non-negotiable and non-refundable.

B. Payment of Fees

Payment of Financial Planning Fees

Both Hourly and Fixed Financial Planning fees are paid via check \$500 in advance, but never more than six months in advance, with the remainder due upon presentation of the plan. If engagement is terminated, Fees that are charged in advance will be refunded based on the prorated amount of work completed at the point of termination.

Payment of Advisory Fees

Advisory Fees are payable quarterly, in arrears, net of income, withholding or other taxes, based on assets under management at the end of the quarter. Advisory Fees are automatically deducted from your account. Each quarter, the Custodian sends you an account statement that includes an Advisory Fee notification which shows the computed fee, any adjustments to the fee, an explanation of any adjustment and the net advisory fee to be deducted later in the period from your account. Advisory Fees are paid to Sequent.

Payment of Fees for Best Interest Review

With respect to a Best Interest Review, the IMO will be billed by Sequent in arrears at the end of each month via a separate invoice, based on the number of hours worked at the applicable staff member's rate.

C. Clients Are Responsible For Third Party Fees

Financial Planning

Upon completion of a financial planning engagement, clients may implement the plan through their Sequent representative or through another advisor. Clients may incur fees related to implementation separate from those incurred in the development of the plan.

Advisory Services

Based on the Investment Advisory Agreement, the client may incur fees related to management of the investment account. All fees will be disclosed in the Investment Advisory Agreement and/or other related agreements including the Custodian agreement, if applicable.

Wrap Fee Program

Clients who participate in the Wrap Fee program will not have to pay for trading fees. However, clients are still responsible for all other account fees; such as annual IRA fees to the custodian, termination fees if the account is moved to another broker, or third-party advisory fees. Those fees are separate and distinct from the fees and expenses charged by Sequent. Please see Item 12 of this brochure regarding broker/custodian.

Best Interest Review for Fixed Index Annuities

The fees paid to Sequent by the IMO for the Best Interest Review services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. Your insurance agent will receive commission for the insurance or annuity product that you purchase subject to this Best Interest Review. Additionally, the IMO will receive a commission and/or override for wholesaling activities from the insurance company for any insurance or annuity product that you purchase subject to this Best Interest Review. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you may also pay a commission and/or deferred sales charges and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.

In light of the close relationship between Sequent and IMOs, and in the case of SMS specifically, the receipt of commissions and overrides received by the IMO creates an incentive for Sequent to encourage the recommendation of insurance or annuity products marketed or wholesaled by the IMO, and by SMS in particular, which is a conflict of interest for Sequent when conducting a Best Interest Review. Sequent acknowledges its fiduciary obligations with regard to providing the Best Interest

Review, and Sequent and its investment advisor representatives will act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, based upon the investment objectives, risk tolerance, financial circumstances and a client's needs, without regard to the financial or other interests of Sequent, or the IMO involved.

D. Prepayment of Fees

The only prepaid fees Sequent charges are for Financial Planning engagements and Educational events. Information on those fees and our refund policy is outlined in Section 5B above.

E. Outside Compensation For the Sale of Securities to Clients

TCA may receive marketing fees (i.e. 12b-1 fees or other fees) on mutual fund holdings which will offset custodian fees charged to the client's account.

If client invests in the SEI Managed Fund through the SEI Asset Management Program, no custodian fee is charged to the client's account.

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

Sequent does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

Sequent generally provides investment advice and/or management supervisory services to the following types of clients:

- ❖ Individuals
- ❖ High-Net-Worth Individuals
- ❖ Small Businesses
- ❖ Independent Contractor Insurance Agents
- ❖ Insurance Marketing Organizations (IMOs)

Sequent has an account minimum of \$100,000, which may be waived by the investment advisor, based on the needs of the client and the complexity of the situation.

For clients that choose to engage Sequent for a comprehensive financial plan, there is a minimum fee of \$1,000. Each investment advisor representative has the authority to waive the financial planning fee.

Any minimum investment requirements or minimum fee requirements for third-party asset management services will be disclosed in their respective Firm Brochures.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

Sequent's methods of analysis include charting analysis, fundamental analysis, technical analysis, cyclical analysis and for Fixed Index Annuities the Best Interest Review Analysis.

Charting analysis involves the use of patterns in performance charts. Sequent uses this technique to search for patterns used to help predict favorable conditions for buying and/or selling a security.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Technical analysis involves the analysis of past market data; primarily price and volume.

Cyclical analysis involved the analysis of business cycles to find favorable conditions for buying and/or selling a security.

Best Interest Review Analysis involves a review of the client's financial profile, financial objectives, recommended investment instrument, investment experience and risk tolerance, among other items, prior to purchasing a fixed index annuity. Sequent will also review the insurance agent and insurance marketing organization for reasonable compensation. We will require an attestation that the insurance agent utilized approved marketing materials with no misleading statements.

Investment Strategies

Sequent uses long-term trading, short-term trading, and options writing (including covered options, uncovered options, or spreading strategies).

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

Charting analysis strategy involves using and comparing various charts to predict long and short-term performance or market trends. The risk involved in solely using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns and 2) if too many investors begin to implement this strategy, it changes the very cycles they are trying to take advantage of.

Investment Strategies

Long-term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

Short-term trading and options writing generally hold greater risk and clients should be aware that there is a material risk of loss using those strategies. Frequent trading of securities can affect investment performance, particularly through increased brokerage and other transactions costs and taxes.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

Sequent generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets. However, we have the ability to utilize options writing. Options writing generally hold greater risk of capital loss and clients should be aware that there is a material risk of loss using this strategy.

Mutual Funds: Investing in mutual funds carries the risk of capital loss. Mutual funds are not guaranteed or insured by the FDIC or any other government agency. You can lose money investing in mutual funds. All mutual funds have costs that lower investment returns. Mutual fund investments range from bond “fixed income” nature (lower risk) or stock “equity” nature (mentioned below).

Equity investment generally refers to buying shares of stocks by an individual or a firm in return for receiving a future payment of dividends and capital gains if the value of the stock increases. There is an innate risk involved when purchasing a stock that it may decrease in value and the investment may incur a loss.

Treasury Inflation Protected/Inflation Linked Bonds: The risk of default on these bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal.

Fixed Income is an investment that guarantees fixed periodic payments in the future that may involve economic risks such as inflationary risk (the uncertainty that inflation will undermine the performance of the investment), interest rate risk (the risk that the value of an investment will change due to the absolute interest rate level), default risk (the risk associated with a company or individual failing to repay their debt obligations), etc.

Debt securities carry risks such as the possibility of default on the principal, fluctuation in interest rates, and counterparties being unable to meet obligations.

Stocks & Exchange Traded Funds (ETF): Investing in stocks & ETF's carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Investments in these securities are not guaranteed or insured by the FDIC or any other government agency.

REITs have specific risks including valuation due to cash flows, dividends paid in stock rather than cash, and the payment of debt resulting in dilution of shares.

Private placements carry a substantial risk as they are largely unregulated offerings not subject to securities laws.

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various other types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not

limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Short term trading risks include liquidity, economic stability, inflation, and higher trading expenses.

Options writing includes selling covered calls. The risk is you may have to deliver shares of higher value than current value.

Fixed Index Annuities

- **General.** Indexed annuities are complicated products that may contain several features that can affect your return. You should understand how an indexed annuity computes its index-linked interest rate before you buy.
- **Participation Rates.** The participation rate determines how much of the index's increase will be used to compute the index-linked interest rate. For example, if the participation rate is 80% and the index increases 9%, the return credited to your annuity would be 7.2% ($9\% \times 80\% = 7.2\%$).
- **Interest Rate Caps.** Some indexed annuities set a maximum rate of interest that the indexed annuity can earn. If a contract has an upper limit, or cap, of 7% and the index linked to the annuity gained 12%, only 7% would be credited to the annuity.
- **Margin/Spread/Asset or Administrative Fee.** The index-linked interest for some annuities is determined by subtracting a percentage from any gain in the index. This fee is sometimes called the "margin," "spread," "asset fee," or "administrative fee." In the case of an annuity with a "spread" of 3%, if the index gained 9%, the return credited to the annuity would be 6% ($9\% - 3\% = 6\%$). It is important to note that indexed annuity contracts commonly allow the insurance company to change the participation rate, cap, and/or margin/spread/asset or administrative fee on a periodic – such as annual – basis. Such changes could adversely affect your return. Read your contract carefully to determine what changes the insurance company may make to these features.
- **Indexing.** Another feature that can have a dramatic impact on an indexed annuity's return is its indexing method (or how the amount of change in the relevant index is determined). The amount of change is determined at the end of each "crediting period" within the contract's accumulation period. In many contracts, the crediting period is one year, although the length of the crediting period may vary from one contract to another. Common indexing methods include:
 - Point-to-point. This method credits index-linked interest based on comparison of the index level at two discrete points in time, such as the beginning and ending dates of the crediting period.
 - Averaging. This method credits index-linked interest based on comparison of an average of index values at periodic – such as monthly – intervals during the crediting period to the index value at the beginning of the period.

You should note that insurance companies may not credit you with index-linked interest for a crediting period if you do not hold your contract to the end of the period.

- **Other Features.** Other features may be included in an indexed annuity you are considering. Before you decide to buy an indexed annuity, you should understand how each feature works and what impact, together with other features, it may have on the annuity's potential return.

- **Surrender Charges, Market Value Adjustments and other fees upon contract termination.** Most indexed annuities contain surrender charges, Market Value Adjustments and other potential fees that may apply if you surrender the contract for its cash value prior to the expiration of the surrender charge period. You should understand these fees and charges and purchases should be limited to an amount that is unlikely that such charges would be incurred even in the event of a change to your personal circumstances.

Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither Sequent nor its advisors are registered as or have pending applications to become a broker/dealer or as representatives of a broker/dealer.

Sequent may establish a relationship or partnership with an unaffiliated broker/dealer at some time in the future.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither Sequent nor its advisors are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Sequent does not have a related person that is an investment advisor.

Michael Chochon is Vice President, Chief Compliance Officer and investment advisor representative of Sequent. He is also affiliated with Senior Market Sales, Inc. (SMS). Mr. Chochon spends approximately 5 - 20% of his time working on behalf of SMS. He is the Director of Strategic projects for SMS, which is an Insurance Marketing Organization (IMO) and owner of Sequent. SMS works with independent contractor insurance agents. These agents may introduce business to Sequent in which Sequent will determine if the Fixed Index Annuity is in the best interest of the client. With roles in both entities, there is the potential for a conflict of interest between Mr. Chochon's role as Vice President, Chief Compliance Officer and investment advisor representative of Sequent and his role as the Director of Strategic Projects at SMS.

Our investment advisor representatives may also be licensed insurance agents that offer clients advice and/or products from those activities. These insurance activities are considered "Outside Business Activities" (OBA). Each advisor discloses their OBA to clients. Clients should be aware that these insurance activities pay a commission and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment advisor. Furthermore, the insurance agents may be affiliated with Senior Market Sales, the parent company and owner of Sequent. Clients are in no way required to implement any recommended plan or purchase an insurance product through any representative of Sequent in their capacity as an insurance agent.

Joseph Elsasser, an investment advisor representative of Sequent, is also the President of Covisum, LLC which is majority owned by Senior Market Sales, Inc. (SMS). In that role, he develops and helps train other professionals on tools developed within Covisum, including but not limited to Social Security Timing, Tax Clarity, SmartRisk and Income Architech. In this role he is compensated by a salary, and regular bonuses based on the overall performance of Covisum.

D. Selection of Other Advisors or Managers and How This Advisor is Compensated for Those Selections

Sequent may utilize other advisors through its Wrap Fee program. The selection of other advisors is covered in our Wrap Fee Brochure. This creates a potential conflict of interest. It is the express policy of Sequent that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing services with other advisors through its Wrap Fee program. Prior to

selecting any third-party manager, Sequent will ensure they are properly registered or exempt from registration.

Third-Party Asset Management Programs

Sequent has developed several programs, previously described in *Item 5* of this disclosure brochure, designed to allow us to recommend and select third-party asset management programs for you. Once you select the third-party money manager to manage all or a portion of your assets, the third-party money manager will pay us a portion of the fees you are charged. Receiving direct or indirect compensation for the management of assets by third-party asset managers creates a material conflict of interest, because Sequent has an incentive to place assets based on compensation. Sequent addresses this material conflict of interest by placing assets solely on the suitability information provided by the client and documented on account applications. The investment advisor representative will monitor the client's investments, and whether or not those investments are reflective of the risk tolerance, time horizon, and investment objective of the account. Please refer to *Items 4 and 5* for details regarding the programs, fees, conflicts of interest and material arrangements when using third-party programs.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

A. Code of Ethics

An investment advisor is considered a fiduciary and has a fiduciary duty to their clients. Sequent has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Sequent's Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment advisor representatives are classified as supervised persons. Sequent requires its supervised persons to consistently act in your best interest in all advisory activities. Sequent imposes certain requirements on its supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Sequent. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

B. Recommendations Involving Material Financial Interests

Sequent does not recommend that clients buy or sell any security in which a related person to Sequent or Sequent has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

Sequent or supervised persons of the firm may buy or sell for their personal accounts, investments identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of Sequent that all persons supervised in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. Sequent and its supervised persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of Sequent may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of Sequent to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. Sequent will utilize reasonable prudence to transact client's transactions before its own when similar securities are being bought or sold.

Item 12: Brokerage Practices

A. Research and Other Soft Dollar Benefits

An investment advisor receives soft dollar benefits from a broker-dealer when the investment advisor receives research or other products and services in exchange for client securities transactions or maintaining an account balance with the broker-dealer.

Sequent does not have a soft dollar agreement with a broker-dealer or a third-party. Additionally, Sequent does not receive referrals from any broker-dealer.

B. Best Execution

When considering best execution, we look at a number of factors besides prices and rates including, but not limited to:

- Execution capabilities (e.g., market expertise, ease/reliability/timeliness of execution, responsiveness, integration with our existing systems, ease of monitoring investments)
- Products and services offered (e.g., investment programs, back office services, technology, regulatory compliance assistance, research and analytic services)
- Financial strength, stability and responsibility
- Reputation and integrity
- Ability to maintain confidentiality

We exercise reasonable due diligence to make certain that best execution is obtained for all clients when implementing any transaction by considering the back-office services, technology and pricing of services offered.

Clients are under no obligation to act on the financial planning recommendations of Sequent. If the firm assists in the implementation of any recommendations, we are responsible to ensure that the client receives the best execution possible. Best execution does not necessarily mean that clients receive the lowest possible commission costs but that the qualitative execution is best. In other words, all conditions considered, the transaction execution is in your best interest.

C. Custodians

Fidelity

Fidelity provides Sequent with access to their institutional trading and custody services, which are typically not available to retail investors. The services from Fidelity include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. Currently, Fidelity is the custodian that supports the Wrap Fee program. Fees paid to Fidelity are included in the Wrap Fee program advisory fee.

SEI Trust Company

SEI Trust provides Sequent with access to their institutional trading and custody services, which are typically not available to retail investors. The services from SEI Trust include brokerage, custody, research and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. Currently, SEI Trust is the custodian that supports the SEI Asset Management program. A complete description of SEI's advisory services, fee schedules and account minimums will be disclosed in their Firm Brochure which will be provided to you by SEI prior to or at the time an agreement for services is executed and the account is established.

Trust Company of America (TCA)

TCA provides Sequent with access to their institutional trading and custody services, which are typically not available to retail investors. The services from TCA include brokerage, custody, access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. Currently, TCA is the custodian that supports advisors that are not utilizing the Wrap Program or the SEI Asset Management program. The description of TCA's custodian and other fees will be disclosed in the Sequent or FFWM Advisory Agreement which will be provided to you at the time the account is established. TCA may receive marketing fees (i.e. 12b-1 fees or other fees) on mutual fund holdings which will offset custodian fees charged to the client's account.

Additional Custodian Information

The custodians make available other products and services that Sequent may benefit from but may not benefit your accounts. Some of these other products and services assist us in managing and administering client accounts. These include software and other technology that:

- Provide access to client account data (such as trade confirmation and account statements)
- Facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts)
- Provide research, pricing information and other market data
- Facilitate payment of our fees from client accounts
- Assist with back-office functions, recordkeeping and client reporting

Many of these services may generally be used to service all or a substantial number of our accounts. The custodians also make available other services intended to help us manage and further develop our business. These services may include:

- Consulting, publications and conferences on practice management
- Information technology
- Business succession
- Regulatory compliance
- Marketing

In addition, the custodians may make available, arrange and/or pay for these types of services rendered to Sequent by independent third-parties providing these services to us. As a fiduciary, we endeavor to act in your best interest. Our requirement that you maintain your assets in accounts at the custodian may be based, in part, on the benefit to us of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by the custodian. This creates a potential conflict of interest. Sequent does not directly or indirectly receive compensation from any person or entity for client referrals.

The type of asset management program you choose determines which custodian(s) you can open an account with and the advisory services provided by Sequent. The qualified custodian may charge a separate custodial fee for the custody services it provides to your account.

D. Block Trading Policy

Sequent may elect to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by our firm when we believe such action may prove advantageous to clients. If and when we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently.

Sequent uses the pro rata allocation method for transaction allocation. Under this procedure, pro rata trade allocation means an allocation of the trade at issue among applicable advisory clients in amounts that are proportional to the participating advisory client's intended investable assets. Sequent will calculate the pro rata share of each transaction included in a block order and assigns the appropriate number of shares of each allocated transaction executed for the client's account. Neither we nor our associated persons receive any additional compensation as a result of block trades.

E. Directed Brokerage

Clients should understand that not all investment advisors require the use of a particular broker/dealer or custodian. Some investment advisors allow their clients to select whichever broker/dealer the client decides. By requiring clients to use a particular broker/dealer, Sequent may not achieve the most favorable execution of client transactions and the practice requiring the use of specific broker/dealers may cost clients more money than if the client used a different broker/dealer or custodian. However, for compliance and operational efficiencies, Sequent has decided to require our clients to use Fidelity, SEI, or TCA.

Item 13: Review of Accounts

Account review procedures for Wrap Fee accounts are covered in our Wrap Fee Brochure. Any quarterly performance reports will be provided by the platform provider or the third-party asset manager. Clients will receive quarterly account statements from the qualified custodian that will hold the client assets.

Client accounts are reviewed at least annually. While the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include investment strategy and objectives review and making a change if strategy or objectives have changed. Reviews are conducted by the relevant financial advisor, with reviews performed in accordance with your investment goals and objectives.

Accounts established and maintained with other third-party money managers are reviewed at least annually and in conjunction with statements and/or reports received from the money manager.

You are encouraged to always compare any correspondence, reports or statements provided by us, or the third-party money manager against the account statements delivered from the qualified custodian. When you have a question about your account statement, you should contact our firm and the qualified custodian preparing the statement.

Financial Planning engagements are complete upon plan delivery. No ongoing reviews are included in Financial Planning engagements. Clients may initiate a new Financial Planning engagement if additional financial planning is desired at any point in time after the initial plan delivery.

The Best Interest Review and resulting determination is a one-time review prior to a client's purchase of a fixed index annuity. There is no on-going review, monitoring, advice nor supervision of the product by Sequent.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

Insurance marketing organizations ("IMOs"), including but not limited to Senior Market Sales, Inc. ("SMS") may refer independent contractor insurance agents associated with the IMO and their clients to Sequent Planning for a Best Interest Review for Fixed Index Annuities.

This is a one-time review of the Fixed Index Annuity purchase with no on-going review, monitoring, advice or supervision responsibility of the product, for an hourly fee which ranges between \$125 - \$300, unless the client is receiving additional asset management or other financial planning services. See *Item 4 and Item 5 for additional information.*

B. Compensation to Non – Advisory Personnel for Client Referrals

Sequent does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities,

the investment advisor is deemed to have custody and must ensure proper procedures are implemented. Sequent will not have access to directly deduct advisory fees. Sequent gives instructions to the qualified custodian to deduct the fees. Clients should carefully review the account statements from their broker-dealer, bank or qualified custodian.

Sequent does not maintain custody of client's funds and/or securities.

Item 16: Investment Discretion

When providing asset management services, Sequent maintains trading authorization over your account and can provide advisory services on a **discretionary** basis. When discretionary authority is granted, we will have the authority to determine the type of securities and the amount of securities that can be bought or sold for your portfolio without obtaining your consent for each transaction.

Client will grant Sequent discretionary authority. This authority from client also gives Sequent discretion to establish and/or terminate the relationships with third-party managers for purposes of managing the account or a portion of the account determined by Sequent. Third-party managers selected by Sequent in the Wrap Fee program will not have discretionary authority to make decisions to buy, sell or hold securities, cash or other investments for such portion of the account managed by each third-party manager. Sequent will review and approve all transactions prior to the third-party manager effecting any transactions in the Wrap Fee program.

Third-party managers selected by Sequent in the non-wrap programs will have discretionary authority to buy, sell or hold securities, cash or other investments for such portion of the account managed by each third-party manager.

Clients have the right to place reasonable restrictions on their accounts. Clients may also place reasonable restrictions on the discretionary power granted to Sequent so long as the limitations are specifically directed to Sequent as an attachment to the Advisory Agreement.

Item 17: Voting Client Securities (Proxy Voting)

Sequent will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

To the extent you are participating in a third-party asset management program, refer to the Firm Brochure for their policy on voting client proxies.

Item 18: Financial Information

A. Balance Sheet

Sequent does not require nor solicit prepayment of more than \$500 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither Sequent nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

Sequent has not been the subject of a bankruptcy petition in the last ten years.

Item 19: Requirements For State Registered Advisors

A. Principal Executive Officers and Management Persons; Their Formal Education and Business Background

Sequent currently has one executive officer; Michael Chochon. His education and business background can be found on the Supplemental ADV Part 2B form.

B. Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any)

Michael Chochon's other business activities can be found on the Supplemental ADV Part 2B form.

C. How Performance Based Fees are Calculated and Degree of Risk to Clients

Sequent does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

D. Material Disciplinary Disclosures for Management Persons of this Firm

Mr. Chochon was involved in an arbitration with a former employer. In February 2014, the arbitrator found that Mr. Chochon made statements as a former employee which were disparaging and as a result breached a separation and release agreement executed in April 2011 between Mr. Chochon and the former employer. The arbitrator issued an award which allowed the former employer to recover certain severance benefits previously received by Mr. Chochon.

E. Material Relationships That Management Persons Have With Issuers of Securities (If Any)

Neither Sequent, nor its management persons, has any relationship or arrangement with issuers of securities.

F. Business Continuity Plan Summary

Sequent has developed a Business Continuity and Disaster Recovery Plan (the "Plan") in order to provide guidance regarding the steps and actions that should be taken in the event of an unanticipated interruption of normal business operations. Our Plan outlines the triggers for when alternate business processes need to be deployed, the steps to deploy the alternate business processes, the methods for verifying that business has been properly restored and ensuring data integrity and activities for returning to normal business processing. This Plan will help safeguard employees' lives and firm property, allow a method of making financial and operational assessments, recover and resume business operations in a rapid and efficient manner, protect firm books and records, continue to allow clients to transact business at all times and provide clients with access to their funds and securities in the event the firm determines that it cannot continue to do business.