

## **Form ADV: Part 2 A & B**

as of February 18, 2022

**Part 2A: The Brochure:** This brochure discloses information about the qualifications and business practices of the investment advisory firm named below for the benefit of its clients and prospective clients. Please note that the terms “registered investment advisor” or “registered” do not imply a certain level of skill or training. If the advisor uses a wrap fee program, it is found in **Appendix 1**. If you have any questions about the contents of this brochure, please contact us at the contacts given below.

**Part 2B: The Brochure “Supplement** discloses information about persons providing advice.

**2A: Brochure: Item 1:** Cover Page: for

**Vision Financial Services LLC**  
**1283 Chickadee Lane**  
**Grafton, WI. 53024**  
CRD#129462

Telephone: 262-375-8371

or

Email: cgonn@VFS1.com

website: www.VFS1.com

*Please note that this brochure has not been approved by the Securities & Exchange Commission or by any state securities authority. This firm is registered with the SEC and notice filed in one or more states; **registration does not mean approval or verification by those regulators**. More information about the firm is at Investment Adviser Public Disclosure: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).*

**2A: Brochure: Item 2: Material Changes:** *If we amend this disclosure brochure, we are to send you either a new copy of the brochure or at least this item 2 describing the changes made so you can decide if you want us to send you a complete, new copy. A summary of material changes is:*

attached as an exhibit to or

included here as part of this updated brochure

Or:  No summary of material changes is required because there have been no material changes to this adviser’s brochure since its last annual updating amendment. The changes made are:

We updated the assets under management in Item 4.E. This is not a material change.

We have re-worded portions of the ADV: No FAX number;

Pg. 4. Wording and 3% fee for consulting has been removed.

Pg. 5. **IV:** wording and 3% **consulting** fee removed. On pg. 10. D. and pg. 15. B. :removed (old 3<sup>rd</sup> party IAs)

After discussion with the Wisconsin regulator, the **Wrap** fee for advisory services has been re-stated as “up to 2%.” We have noted that similar services may be **found elsewhere at a lower cost**.

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#### Item 4: Advisory Business

- A. At Vision Financial Services LLC we have over 30 years of Financial Experience with clients in 12 states. Our unique Wealth Management style is easily adapted to all individuals as well as small business. Clients have ranged from a retired CEO of a Major Corporation to Presidents of their own business as well as the individual who acquired enough wealth to participate in our fee-based programs. The firm and Mr. Gonn, the firm's owner, President & CEO, were registered for business January 2, 2004.
- B. The types of advisory services we offer through Vision Financial Services LLC are:

##### I. Consultations and Investment recommendations:

The advisory representative will provide recommendations regarding separate money managers. The Third-Party money manager has Discretionary Trading Authority to manage the client's account(s). Vision Financial Services LLC will maintain a manager/consultant relationship to the client account, in effect hiring or firing the Third-Party money managers, with client's prior consent, according to their performance and style.

Vision Financial Services LLC usually requests that the client allow the Advisor the option as to the timing/ pricing of the purchase or sale of investments in order to seek better costs for the account. Again, all recommendations must first be approved by the client before any decisions are transacted by the advisor.

Clients may opt for this service;

- Either as a "Wrap Fee" program, In this program the Investment Managed account transaction fees are included under the Advisor and Management fees. Custodial fees are not included.
- Or as an advisory program only, In this program the Client agrees to pay all transaction and/or custodial fees.

##### II. ETF (Exchange Traded Fund) / Mutual Fund / Stock Portfolio:

Clients who desire to have a portfolio invested in ETF's/ Mutual funds/Stocks may contract with Vision Financial Services LLC for assistance in monitoring existing positions and/or choosing suitable ETF's/Mutual funds/Stocks and then in monitoring the performance of the existing positions and/or selected investments. The Client's account is non-discretionary, which means that the advisor is required to request the client's permission to effect any selection of specific investment instruments. A Vision Financial Services LLC representative reviews these portfolios at least quarterly for an agreed-upon rebalancing of the portfolio to steer it toward the agreed-upon goals. More frequent rebalancing may occur at the advisor's option, within the agreed upon parameters.

Vision Financial Services LLC usually requests that the client allow the Advisor the option as to the timing/ pricing of the purchase or sale of investments in order to seek better costs for the account. In all cases, the initial choice and parameters are established only in consultation with the client and with the client's express agreement to the portfolio's composition. Again, all recommendations must first be approved by the client before any decisions are transacted by the advisor.

Any shift in a specific security's value or in the markets in general or national economy may trigger a review in response to assess the impact on client portfolios. Additionally, any change in a client's financial condition, risk tolerance or investment goals will also trigger a review of portfolios if and when a client makes such changes known in writing to the advisor.

### III. Financial Consultation/Planning Services:

Vision Financial Services LLC provides Personal/Business Financial Consultation and/or Financial Planning for its clients. Mr. Gonn provides consultation to Business owners and other persons for a wide variety of financial decisions, which may include guidance in defining planning goals and objectives. He may recommend financial products for clients' consideration. Such consultations and/or written plans are provided for a fee of \$300 per hour. Alternatively, the client may opt to negotiate a fixed fee. Clients desiring such consultations need to sign the VFS LLC Financial Consultation/Planning Agreement for such services.

#### C. Tailoring Advisory Services for clients' individual needs:

The representative interviews each client to establish a client profile, using information provided by the client to guide suitable choices of money managed accounts, securities, annuities, investment goals, strategies, and risks. It is extremely important that each client provide timely and accurate information during such interviews as the basis for the advisor's recommendations. It is equally important that any change in such information be communicated to the advisor in writing in a timely manner. Clients need to state in writing any reasonable limitations regarding the kinds of securities in which the client does or does not wish to invest.

#### D. **Wrap fee programs**

Vision Financial Services LLC receives a portion of the fee our clients pay to the wrap fee programs for our services. Our management service style and attention that we provide to these accounts don't differ from what we offer for our other management services.

E. Vision Financial Services LLC and its Advisors do not have any assets in discretionary accounts. The Client's account is non-discretionary, which means any recommendations the advisor makes must be approved of by the client prior to any transactions. **VFS LLC and its Advisors managed non-discretionary assets of \$28,306,762 as of February 16, 2022.**

### Item 5: Fees and Compensation

5. A. Investment Advisory and Management fees are based upon the following schedule:

#### I. Consultations and Investment recommendations:

In this program the Client agrees to pay all transaction and/or custodial fees. The Advisor provides recommendations regarding Third-Party money managers. The Third-Party money manager has Discretionary Trading Authority to manage the Client's account(s). VFS LLC will maintain a manager /consultant relationship to the client account, in effect hiring or firing the Third-Party money managers, with Client's prior consent, according to their performance and style. For this service Vision Financial Services LLC charges an annual fee of up to 2.0 % of the assets advised on or under management. This fee is charged quarterly in advance or in arrears. This will be determined by which custodian broker/dealer and/or Third-party money manager is chosen.

## II. Consultations and Investment recommendations on a Wrap Fee Basis:

(The same basic service as in I., but on a wrap fee basis).

In this program the Investment Managed account transaction fees are included under the Advisor and Management fees. Custodial fees are not included. The Advisor provides recommendations regarding Third-Party money managers, and with the Client's consent will acquire and/or terminate the services of such money managers. The Third-Party money manager has Discretionary Trading Authority to manage the Client's account(s). VFS LLC will maintain a manager/consultant relationship to the client account, in effect hiring or firing the Third-Party money managers, with Client's prior consent, according to their performance and style. Fee for this service can range up to a maximum total annual fee of 2.0 % of assets advised on or under management. This fee is charged quarterly in advance or in arrears. This will be determined by which custodian broker/dealer and/or Third-Party money manager is chosen.

## III. ETF (Exchange Traded Fund) / Mutual Fund / Stock Portfolios:

Establish and/or actively manage one or more ETF's/ Mutual Funds/ Stocks in an investment account. This may include Portfolio construction and subsequent supervision with rebalancing. The Client's account is non-discretionary, which means that the Advisor will be required to request the Client's permission to effect any selection of specific investment instruments. Fee for this service is an annual fee up to 2.0% of the assets advised on or under management. Client has the option to use Passive ETF Investments only, which have a lower annual fee up to 1.0% of the assets advised on or under management. Custodial fees are not included. The annual fee does not include the commissions and/or trading costs as well as the internal fees the ETF's/Mutual Funds charge. Internal fees are detailed in each ETF/Mutual Fund prospectus. The Advisor charges its fee is quarterly in advance.

## IV. Financial Consultation/Planning Services:

Vision Financial Services LLC and its representative ("ADVISOR/PLANNER") can provide Personal/Business Financial Consultation and/or Financial Planning for its Clients. Representatives of the firm are available to provide consultations regarding a wide variety of financial matters for its Clients. Such consultations and/ or written plans are provided for a fee of \$300 per hour. Alternatively, the client may opt to negotiate a fixed fee.

Clients desiring such consultations will be asked to sign the VFS LLC Financial Consultation/Planning Agreement for such services. The Consulting Fee is billed on a time rate of \$300/per hour, payable after signing the Financial Consultation Planning Agreement and upon receiving the Advisory Fee Invoice. Client agrees to pay the balance in full at the end of each month, no later than 30 days after receiving the invoice for Consulting Services rendered.

## 5. B. FEES:

Fees may be negotiable in some cases, depending upon various factors.

Investment Advisory and Management fees do not include custodial fees and/or transaction fees that may be levied by various custodians and insurance companies.

The advisor bills directly the client's account, that is, an invoice will be submitted to the financial institution/custodian the advisor and client have chosen to custody the client's assets. Such direct billing, regarded as a form of "constructive custody," is allowed only on the following conditions:

- 1 The client signs the Vision Financial Services LLC Non-Discretionary Agreement to approve billing the client's custodial account directly.
- 2 A duplicate invoice and/or account statement is sent to the client at the same time that an invoice is submitted to the custodian of the account.

- 3 The advisor must ascertain that the client receives at least quarterly statements detailing the account's activity and holdings, noting specifically the advisory fees charged to the account.
- 4 The Client can access their account electronically 24/7 (24 hours a day, 7 days a week) provided the service is made available by the custodian and the Client has agreed to the terms.

It's the client's responsibility to check the calculations of the advisory fee(s) charged; it is not the responsibility of the account custodian to check the calculation of any advisory fee.

5. C. Disclosure: Other types of fees or expenses clients may pay in connection with the advisory services. ETF's/Mutual Funds in which a client may choose to invest usually charge additional fees for the management services the ETF's/Mutual Funds company itself provides to the ETF/Mutual Fund and to the client; other additional fees are detailed in each ETF/Mutual Fund prospectus. Clients may incur additional charges with a custodian account which are detailed in the new account paperwork or available online from the custodian. Similar services may be found elsewhere at a lower cost.

Clients should be aware that opening an investment account carries with it costs beyond the advisory fee(s) up to 2.0 % Vision Financial Services LLC charges. Investment Advisory and Management fees do not include custodial fees and/or transaction fees that may be levied by various custodians and insurance companies.

When placing a transaction order to buy or sell securities, advisory clients may have to pay any or all of the following charges in addition to the advisory fees charged by this firm.

Brokerage commissions	Early surrender transfer fees
Custodian fees (IRA fees, Wire Transfers, mail costs for delivery of monthly statements, etc.)	Administrative fees for mutual funds (12b-1 fees and others)
Disbursement of Funds by mail	Marketing fees paid to a broker dealer
Processing charges, ticket charges	Account maintenance fees charged by a custodian or broker dealer for an account, especially if it is inactive.

We direct clients to this brochure's Item 12 for further discussion of brokerage costs.

D. The client must sign the Vision Financial Services LLC Non-Discretionary Agreement to approve billing the client's custodial account directly. The custodian deducts the fees from the clients' assets quarterly.

E. This fee is charged quarterly in advance or in arrears. This will be determined by which custodian broker/dealer and/or third-party money manager is chosen.

If the Client has not received Vision Financial Services LLC (VFS LLC) Form ADV at least 48 hours prior to the execution of this Agreement, Client may terminate our Agreement within 5 days of signature without penalty. Client can always access VFS LLC Form ADV on our website at [www.VFS1.com](http://www.VFS1.com). Otherwise, since Investment Advisory and Management Services are ongoing, this Agreement will continue until terminated.

The agreement shall remain in effect from the date this agreement is signed until canceled by either party upon thirty (30) days' written notice to the other. Upon receipt of such notice, this agreement will be terminated. Clients with advanced billing will receive the refunded pro rata share of the pre-paid fee. In the case of arrears billing Client agrees to have the pro rata share deducted from the account before termination.

F. An advisory representative may receive some 12b-1 fees in his or her capacity as the registered representative of a broker-dealer. There always exists an inherent risk of a conflict of interests in any such situation

in which the adviser receives remuneration/commissions in another professional capacity for transactions in financial products the advisor may recommend to the client.

1. Our primary business is Fee-Based Managed Money programs in partnership with Third-Party Money Managers. But there is always an inherent risk of a conflict of interests in any such situation in which the advisor receives remuneration/commissions in another professional capacity for transactions in financial products the advisor may recommend to the client. Example: portion of the financial plan could include recommending a variable annuity which pays commission and/or a specific ETF/ Mutual Fund with 12b-1 fees. There is no single type of security that we necessarily recommend in preference to other security types; if we do recommend a Mutual Fund, it may well be a "Front-End load" fund.
2. Clients have the option to purchase investment products or financial services that we recommend through other investment advisors or agents that are not affiliated with us. Clients have no obligation to purchase investment products or financial services that Vision Financial Services LLC or its Advisors recommend. Clients are obligated to pay Financial Consultation/Planning fees and/or Non-Discretionary Agreement fees if he or she agreed to and signed the VFS LLC Financial Consultation/Planning Agreement and/or the VFS LLC Non-Discretionary Agreement.
3. Our primary revenue source is Fee-Based Money Manager programs in partnership with Third-Party Money Managers.
4. Specific ETF's/Mutual Funds/Stocks may be added to fee-based accounts. Clients usually incur additional charges in the form of commissions and/or 12b-1 fees. We do not reduce advisory fees to offset such charges.

#### COMPENSATION:

Investment Advisory and Management fees are computed based upon a percentage of assets and are payable quarterly either in advance or in arrears. Fees will be prorated and automatically deducted from Client account(s) quarterly either in advance or in arrears. This will be determined by which custodian broker/dealer and/or third-party money manager is chosen.

Fees for VFS LLC services combined with Third-Party Managers can range up to a total annual fee of 2.0 % of the assets advised on or under management. This will be determined by which custodian broker/dealer and/or Third-Party money manager is chosen, as well as the amount of assets invested with VFS LLC.

Client(s) may terminate the advisory contract prior to quarter's end by written notice, 30 days in advance.

Client(s) agree to electronic statements, billing and tax reporting (custodian fees may apply for paper delivery). We urge Client(s) to verify the accuracy of the fee deduction each quarter as the custodian does not verify the accuracy of fees. Client(s) agree to contact Advisor immediately if any questions or concerns relating to fees should arise, so we have an opportunity to promptly review your questions. Where one account does not contain sufficient assets to deduct the investment advisory fees due, Clients authorize the sale of assets and/or the fees to be deducted from any other managed account to cover fees due. In cases where fee deduction is not available, the Client will receive an invoice, and the Client agrees to pay any fees due within 10 days.

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

VFS LLC and its advisors do not offer performance-based fee programs and/or Side-By-Side management fee programs.

#### Item 7: Types of Clients

Typically, our clients include high net worth and other individuals, corporations and small businesses, pension and profit-sharing plans, charitable organizations, estates, and trusts.

Account size minimums: Typically, our account size is \$100,000 with a \$50,000 initial investment.

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

##### **Caution: Investing in securities involves risk of loss that clients should prepare to bear.**

8. A. The methods of analysis and investment strategies we use in formulating investment advice or managing assets. We conduct an interview to establish a client profile, using information provided by a client to guide the choice of suitable securities, investment goals, strategies, and risks. It is extremely important that each client provide timely and accurate information during such interviews as the basis for the advisor's recommendations. It is equally important that any change in such information be communicated to the advisor in writing in a timely manner. This method of seeking a portfolio that we tailor to a client's specific, stated needs and incorporating that client's stated risk /return goal is often termed "modern portfolio theory." Modern Portfolio Theory attempts to obtain an optimum portfolio growth within the constraints of a client's risk tolerance.

B. Modern portfolio theory has a long history now; in practice it can modify market swings' loss effects on a portfolio to the extent that it also tempers its capacity to achieve the larger gains that are associated with higher risk levels. Recent events have caused analysts to re-evaluate some of the basic tenets that underlie modern portfolio theory.

Most of our strategies do not involve "frequent" trading of the securities within a portfolio.

We do however have some strategies with aggressive trading techniques that involve "frequent" trading of the securities within a portfolio. We always urge you, our client to work closely with your Attorney and/or Tax Advisor to make sure the strategy you decide meets your needs and long-term goals. Frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

In all the portfolio management services offered it must be noted that any discretion used by the investment advisor is only as the client has allowed in writing, and only subsequent to the client's express acceptance of the recommendations made by the advisor, meaning an understanding, acceptance and approval on the client's part of the risks involved in the investments chosen. Investing in securities involves risk of loss; portfolio holdings are not deposits of any bank, are not guaranteed by any bank, are not insured by FDIC or any other agency, and involve investment risks, including possible loss of the principal amount invested.

C. As stated above, we do not recommend primarily a particular type of security. Some of the Funds invested in, include ETF's (Exchange Traded Funds) and Indexes in addition to or instead of traditional Mutual Funds.

Past performance is not indicative of future results. Should you agree to our recommendation and or services, please understand that any recommendations are not guaranteed in any way to produce desired results and their

implementation is solely at the client's discretion. The CLIENT is urged to work closely with his/her Attorney and/or Tax Advisor in implementing the recommendations obtained in the Financial Consultation and/or Financial Plan. Implementation of any recommendation is entirely at the CLIENT's discretion and direction.

Item 9: Disciplinary Information

**There has never been any history of disciplinary action against Craig G Gonn President & CEO and / or Vision Financial Services LLC. There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management.**

Item 10: Other Financial Industry Activities and Affiliations

A. Mr. Gonn, the firm's owner and advisory representative, is also a registered representative of the broker-dealer, Harbour Investments, Inc. As such he will earn commissions on any investment-security and/or insurance business an advisory client may choose to place through that broker-dealer. Earning those commissions creates an inherent risk for a conflict of interest, due to the incentive to recommend that Broker-Dealer. Clients are free to use any broker dealer of their choice. If an advisory client wishes to have Mr. Gonn be the broker dealer agent to effect the desired transaction(s), then he/she must do so through Harbour Investments, Inc. /Broker-Dealer so as not to contravene rules against "selling away."

B. No person employed by Vision Financial Services LLC is now registered or has applied to be registered as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

C. Vision Financial Services LLC has no related "person" (firm or biological person) who is a:

1. broker-dealer, municipal securities dealer, or government securities dealer or broker
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
3. other investment advisor or financial planner
4. futures commission merchant, commodity pool operator, or commodity trading advisor
5. banking or thrift institution
6. accountant or accounting firm
7. lawyer or law firm
8. insurance company or agency
9. pension consultant
10. real estate broker or dealer
11. Sponsor or syndicator of limited partnerships.

D. We do recommend or select other Professional Money Managers/Registered Investment Advisors (RIA's) for our advisory clients; in doing so, we will receive compensation directly or indirectly from those advisors. The referral fees we earn create a material conflict of interest, due to the incentive to recommend them. We address this issue by disclosing it here in this ADV.

Vision Financial Services LLC has business relationships with several Professional Money Managers/Registered Investment Advisors (RIA's) and RIA Platforms.

Ex: Zacks Investment Management Inc., Julex Capital Management LLC, Victoria Capital Management Inc. and several others. VFS LLC offers these Professional Money Managers (RIA's) to our clients for a fee which is outlined under our Wrap-Fee program.

#### Item 11: Code of Ethics

A. Our firm has a written code of ethics that establishes policies and procedures designed to prevent the use of insider information. It states that we will maintain in our office's records of the holdings and transactions for any proprietary account for the regulators to review at will. We will provide a copy of our code of ethics to any client or prospective client upon written request.

We collect **nonpublic personal information** about you from the following sources: Information we receive from you on applications or other forms;

Information about your transactions with us, our affiliates, or other parties such as any unaffiliated broker-dealers. We do not disclose any nonpublic personal information about our customers or former customers to anyone, including nonaffiliated third parties, except as both permitted by law and agreed to in advance by our clients, or as may be legally required by subpoena. That information may include: your name, address, social security number, assets, income, and information about your transactions with us, our affiliates, or others, such as your account balance, payment history, and parties to transaction. We do not exchange information with any consumer-reporting agency.

#### **Confidentiality and Security**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

As required by **FINRA Rule 2165**, Vision Financial Services LLC's registered representative must ask non-institutional clients if they will name a "**trusted contact person**".

**Trusted Contact Person**- Vision Financial Services LLC and its registered representatives are authorized to contact the trusted contact person and disclose information about the customer's account(s) to address possible financial exploitation, to confirm the specifics of the customer's current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.

B. & C. Mr. Gonn does recommend to VFS LLC clients securities that he himself holds in his proprietary account. We make every effort to disclose this to our clients. Mr. Gonn's holdings do not benefit from clients investing in the same platforms. There is no actual conflict of interest in this instance.

D. When Mr. Gonn buys or sells securities for advisory clients' accounts, he normally waits to purchase any of the same or similar securities for his own account until after the client's order is placed. These securities are usually platform holdings, not individual securities, and present little or no risk for a conflict of interest.

#### Item 12: Brokerage Practices

A. Our selection for Broker-Dealer and/or Custodian is determined by which platform provides the best service and/or reasonable cost for our clients. Certain commission rates are determined not by the Broker-Dealer, but by the Product's Company. The Money Manager/RIA for wrap fee platforms determines which custodian is to be used to manage our client's portfolio.

1. We do receive research, but no other products or services other than execution from a Custodian, Broker-Dealer or a third party in connection with our clients' securities transactions ("soft dollar benefits"). All Money Manager/RIA firms we have business with provide free market comments and /or research.

a. The research we receive from these various sources does not cost our firm and so is a benefit. Sometimes we receive research from companies who hope we will do business with them in the future.

b. That benefit creates an incentive to select or recommend a broker-dealer. We recommend the broker-dealer with whom Mr. Gonn is registered for ease of execution, but clients may use any broker-dealer of their choice. Incentives may create a conflict with our advisory duty to put our clients' interests first and to obtain most favorable execution.

c. Commission rates available through Harbour Investments, Inc. /Broker-Dealer may be higher or lower than, or the same as those available through other broker-dealers. Vision Financial Services LLC does not recommend brokerage services based on any soft dollar benefits (known as "paying-up").

d. We use the research for all our clients, as it may apply.

e. In our last fiscal year, the only benefit we received from third parties was research information.

f. We do not direct brokerage to Harbour Investments, Inc.; we do recommend that firm's services to our clients.

2. Brokerage for *Client* Referrals. Vision Financial Services LLC does not receive any client referrals from our recommended broker-dealer or from any other third-party other than from our clients themselves. VFS LLC could however inherit from the Broker-Dealer an existing account from time to time for servicing purposes.

3. Directed Brokerage.

a. We do routinely recommend Harbour Investments Inc./Broker-Dealer and/or FOLIOfn Investments, Inc./Custodian to our advisory clients for their brokerage needs, but we do not "request or require" that a client direct us to execute transactions through a specified broker-dealer and/or custodian. Client should understand if he/she should choose to use another broker-dealer and/or custodian that most likely VFS LLC and its Advisors will not be able to offer their services.

b. Our advisory clients may use any brokerage of their choice. In doing so the Client should understand that they may not be able to use our Money Managed platforms and that they may not always obtain the most favorable execution for their *transactions*.

C. VFS LLC does not have the option to **aggregate** the purchase or sale of securities for various *accounts*. The platforms we use do not offer that possibility with the exception of FOLIOfn Investments, Inc. /Custodian "Window Trades".

#### Item 13: Review of Accounts

13. A. Mr. Craig Gonn, the firm's owner and chief executive officer, is the sole reviewer of all advisory accounts. Reviews are performed on an ongoing basis; more specifically:

1) We will review client portfolios placed with recommended money managers in principle on a daily basis, visited at least every two weeks.

- 2) We will review client portfolios invested in ETF's (Exchange Traded Funds) / Mutual Funds / Stocks and for which Vision Financial Services LLC representative provides management services at least quarterly for the agreed-upon rebalancing of the portfolio to steer it toward the agreed goals. More frequent rebalancing may occur at the advisor's discretion, within the agreed-upon parameters.
- 3) We will monitor client portfolios utilizing a trading account model in principle on a daily basis.
- 4) We will monitor client portfolios designated as receiving "investment account" services in principle daily, visited at least each two weeks.

13. B. Market conditions and or strategy changes can result in client accounts being reviewed more frequently. Any shift in a specific security's value or in the markets in general or national economy may trigger a review in response to assess the impact on client portfolios. Changes in a client's financial condition, risk tolerance or investment goals will also trigger a review of portfolios if and when a client makes such changes known to the advisor in writing.

13. C. The frequency of regular reports:

Clients usually receive the following written reports:

- 1) Monthly, quarterly and annual statements from the client's broker-dealer and/or custodian as to account activity and holdings. Many Financial Institutions are now offering paperless statements/electronic delivery. Online services allow the client to review accounts 24hrs a day, 7 days a week.
- 2) Quarterly and annual reports from the Mutual Fund and/or Insurance Companies and securities in which a client may be invested. Many Financial Institutions are now offering paperless statements/electronic delivery. Online services allow the client to review accounts 24hrs a day, 7 days a week.

#### Item 14: Client Referrals and Other Compensation

14. A. We receive no economic benefit from any person other than our advisory clients for providing investment advice or other advisory services. For purposes of this Item, economic benefits include any sales awards or other prizes. Client referrals are always welcome and most of our business comes from client referrals. Clients are encouraged to offer our services to others but are not obligated and/or compensated in any manner shape or form.

B. Neither our firm nor any person related to or associated with our firm directly or indirectly compensates any person for *client* referrals.

#### Item 15: Custody

The only form of custody, by definition, that our firm has is the allowed "modern practice" of billing clients' accounts directly for our advisory fees. That practice does not carry with it the usual requirements that attend custody. A qualified custodian will send account statements to each of our clients at least quarterly. Our clients should review those and any other statements carefully. Many Financial Institutions are now offering paperless statements/electronic delivery. Online services allow the client to review accounts 24hrs a day, 7 days a week.

The advisor bills directly the client's account, that is, an invoice is submitted to the financial institution the advisor has chosen to custody the client's assets. Such direct billing, regarded as a form of "constructive custody," is allowed only on the following conditions:

- 1) The client signs the Vision Financial Services LLC non-discretionary agreement to approve billing the client's custodial account directly.
- 2) A duplicate invoice and/or account statement is sent to the client at the same time that an invoice is submitted to the custodian of the account.
- 3) The advisor must ascertain that the client receives at least quarterly statements detailing the account's activity and holdings, noting specifically the advisory fees charged to the account.

It remains each client's responsibility to check the calculations of the advisory fee(s) charged; it is not the responsibility of the account custodian to check the calculation of any advisory fee.

#### Item 16: Investment Discretion

You, the client, can agree to give VFS LLC and/or Advisors discretionary authority on the timing of implementing your investment strategies. Should you agree to this discretion, please understand that there is no guarantee in any way to produce desired results and that you the client fully understand the risk involved.

ETF/Mutual Fund/Stock accounts are non-discretionary, which means that the advisor is required to request the client's permission to affect any selection of specific investment instruments. In all cases, the initial choice and parameters are established only in consultation with the client and with the client's express agreement to the portfolio's composition.

#### Item 17: Proxy Voting

##### 17 A. Voting *Client* Securities

No representative of Vision Financial Services LLC will be responsible in any way for the voting of any proxies associated with any client's investments. In some instances, third party money managers/RIA may assume the responsibility.

B. No Vision Financial Services LLC representative has any authority to vote any client's securities unless approved by the client. Clients receive notice from their custodian directly. Clients may contact the advisor to discuss any questions they have about a particular solicitation.

#### Item 18: Financial Information

Item 18 A. **Vision Financial Services LLC does not hold any client's assets directly and has no bank account taking in any client's moneys. A separate Custodian Firm with SIPC insurance holds all our clients' assets.** Our firm is not required under this section to provide a balance sheet as we do not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance.

18. B. Vision Financial Services LLC may have discretionary authority over a client's funds or securities; for that reason we are required to disclose that we do not have any financial condition that is reasonably likely to impair our ability to meet contractual commitments to our clients.

18. C. Another disclosure our firm must provide here is that we have not been the subject of a bankruptcy petition at any time during the past ten years.

#### Item 19: State Registration Questions

A. The firm's principal officers and management persons:

Craig G. Gonn, the firm's owner and CEO, was born in February 1960. He attended Carthage College (1978-79), the University of Wisconsin, Parkside (1979-1980) majoring in business administration. The firm and Mr. Gonn, the firm's owner, President & CEO, were registered for business January 2, 2004.

He obtained the Everen Securities, Inc. designations "Portfolio Manager" and "Retirement Specialist" from Everen University (1997-99) a company-sponsored professional designation involving courses offered on campus at the University of Chicago and off campus, online study courses, specifically structured to educate investment advisors on portfolio managing and diversification as well as the various aspects of retirement planning.

#### **Professional designations:**

FIC (Fraternal Insurance Counselor) The FIC is sponsored by the Fraternal Field Managers' Association (FFMA). It is awarded after successfully completing four courses regarding fraternal benefit societies, and the fundamentals of the life insurance business, ethics in the industry, and individual and family marketplaces, as well as the total needs program concept, and business insurance and estate planning marketplaces. FFMA also requires an individual to work for at least 12 consecutive months with a fraternal benefit society that is a member of the National Fraternal Congress of America (NFCA) and the FFMA.

FICF (Fraternal Insurance Counselor Fellow) An advanced designation offered by the Fraternal Field Managers' Association (FFMA). It requires completion of three additional education courses after a Fraternal Insurance Counselor (FIC) designation has been obtained. The FICF designation is granted only to those financial representatives who have shown the highest levels of dedication required to achieve knowledge in the more advanced areas of life underwriting.

#### **Professional Registrations / Licenses:**

Series 7 – General Securities Representative

Series 8 – Manager, Office of Supervisory Jurisdiction

Series 9 & 10 – General Securities Sales Supervisor

Series 63 – Securities Agent

Series 65 – Investment Advisor Representative

Registered Investment Advisor "RIA" (Illinois, Texas, Wisconsin)

Wisconsin - Life, Variable Life, Variable Annuity, Accident & Health - Long Term Care Insurance License

Illinois - Life, Variable Life, Variable Annuity, Accident & Health - Long Term Care Insurance License

Texas – Life, Variable Life, Variable Annuity, Accident & Health Insurance License

B. Other business activities: As noted above, Mr. Gonn is also a registered representative of a Broker-Dealer, Harbour Investments, Inc. through which firm he can sell securities and insurances products. This activity requires approximately 10% of his business time.

Periodically Mr. Gonn is asked to serve as a Wealth Management Business Consultant to Companies on a limited basis. Wealth Management Business Consulting is more than just investment advice, as it can encompass all parts

of the person's financial life. Depending on the business the Wealth Manager Business Consultant may function under different titles and advise clients in several areas of the business. Activity as a Wealth Management Business Consultant can result in having to work several hours per month during normal business hours and sometimes several hours after normal business hours.

Vision Financial Services LLC has business relationships with several Professional Money Managers/Registered Investment Advisors (RIA's) and RIA Platforms. Ex: Zacks Investment Management Inc., Julex Capital Management LLC, Victoria Capital Management Inc. and several others. VFS LLC offers these Professional Money Managers (RIA's) to our clients for a fee which is outlined under our Wrap-Fee program.

C. Neither our firm nor any supervised person receives compensation in the form of performance-based fees. Note that performance-based compensation may create an incentive for an adviser to recommend an investment that may carry a higher degree of risk to the client.

D. Neither the firm nor any management person has been involved in one of the events listed below.

1. An award or otherwise being *found* liable in an arbitration claim alleging damages in excess of \$2,500, *involving* any of the following:

(a) an investment or an *investment-related* business or activity.

(b) fraud, false statement(s), or omissions.

(c) theft, embezzlement, or other wrongful taking of property; (d) bribery, forgery, counterfeiting, or extortion; or (e) Dishonest, unfair, or unethical practices.

2. An award or otherwise being *found* liable in a civil, *self-regulatory organization*, or administrative *proceeding involving* any of the following:

(a) an investment or an *investment-related* business or activity.

(b) fraud, false statement(s), or omissions.

(c) theft, embezzlement, or other wrongful taking of property; (d) bribery, forgery, counterfeiting, or extortion; or (e) Dishonest, unfair, or unethical practices.

NOTE: None of the disciplinary items in the Part 2B for each IA representative in Item 7 applies to Mr. Gonn. Neither has he at any time filed for bankruptcy protection.

E. Neither Mr. Gonn nor his firm has any relationship or arrangement with any issuer of securities.