



## **Form ADV Part 2A - Disclosure Brochure**

**Effective: March 24, 2021**

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of f3Logic, LLC ("f3Logic" or the "Advisor"). If you have any questions about the contents of this Disclosure Brochure, please contact us at (952) 895-6963.

f3Logic is an investment advisor registered with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through f3Logic to assist you in determining whether to retain the Advisor.

Additional information about f3Logic and its advisory persons ("IARs") are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 289863.

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**Phone: (952) 895-6963**

## **Item 2 - Material Changes**

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel. f3Logic believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. f3Logic encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Change

Below is a list of the material changes:

- *Addition of Charles Schwab & Co, Inc. as Custodian*
- *Discontinuation of Bank Account Marketing Relationship ("Galileo")*
- *Updated Assets Under Management*
- *Discontinuation of f3 Insurance Solutions*

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of f3Logic.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD #289863. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (952) 895-6963.

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## **Item 4 - Advisory Services**

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### **A. Firm Information**

f3Logic, LLC ("f3Logic" or the "Advisor") is an investment advisor registered with the U.S. Securities and Exchange Commission ("SEC"), which is organized as a limited liability company ("LLC") under the laws of the State of Delaware. f3Logic was founded in September 2017 and is primarily owned by RichAnneD Consulting, LLC, Diesel Asset Management, LLC, MakoF3, Inc., Kusske Financial Asset Management, Inc., and MTF3, Inc. These entities are owned in whole or part by individuals who are affiliated with f3Logic, and the entities also own f3 Investment Management, LLC, ("f3IM") an affiliate of f3Logic.

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by f3Logic. For information regarding this Disclosure Brochure, please contact Jon DeSmidt, Chief Compliance Officer at (651) 300-7677.

### **B. Advisory Services Offered**

f3Logic offers investment advisory services to individuals, families, trusts, estates, businesses and retirement plans (each referred to as a "Client"). f3Logic provides comprehensive investment management, planning and consulting services tailored to the individual needs of each Client. These services are primarily focused on high net worth Clients.

#### Investment Advisory Services

f3Logic provides customized investment advisory solutions for its Clients. This is achieved through personal Client contact and interaction while providing discretionary investment management and related advisory services. f3Logic works with Clients to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an appropriate investment strategy. f3Logic will then construct a portfolio strategy that may include the use of our internal investment management and/or outside managers.

*Internal Investment Management* - f3Logic customizes its investment management services for its Clients, as outlined in this Disclosure Brochure. Portfolios are primarily constructed using mutual funds, exchange-traded funds ("ETFs"), individual stocks and fixed income securities. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of each particular Client. The Advisor may retain legacy securities due to portfolio fit and tax considerations.

f3Logic evaluates and selects investments for inclusion in Client portfolios after applying its internal due diligence process. f3Logic's investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. If it is consistent with the Client's goals, the Advisor may also engage in an investment strategy that utilizes frequent trading in securities, as outlined in Item 8 below. f3Logic will construct, implement and monitor the Client's portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Clients grant f3Logic discretion to purchase and sell securities in their portfolio. f3Logic may employ specific positions to increase sector or asset class weightings. f3Logic may recommend employing cash positions as a possible hedge against market movement. f3Logic may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

f3Logic will provide investment management and related advisory services. At no time will f3Logic accept or maintain custody of a Client's funds or securities, except for authorized deduction of the Advisor's fees. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the investment advisory agreement.

Please Note: On its client portfolio performance reports, f3Logic may also refer to managed investments as “supervised” investments. These are investments which are managed for a fee as agreed upon in f3Logic’s investment management agreement. While f3Logic may also agree to report on “unsupervised” investments, this would be offered as a convenience only. While f3Logic may consider such “unsupervised” investments in the overall picture of providing advice on managed or “supervised” investments, or in regard to separately agreed-upon financial planning or consulting services, f3Logic has no legal responsibility to manage, monitor, or otherwise supervise a client’s “unsupervised” investments, even if they appear on a client’s portfolio performance reports.

*Use of Outside Managers* - f3Logic may recommend to Clients that all or a portion of their investment portfolio be invested by utilizing one or more outside money managers or investment platforms (an “Outside Manager”). Outside Manager may be sourced directly or accessed through an investment management platform or directly engaged by the f3Logic. The Client may be required to enter into a separate agreement with the Outside Manager. Please see Item 10 for additional information.

Generally, with Outside Managers, f3Logic serves as the Client's primary advisor and relationship manager. However, the Outside Manager will assume discretionary authority for the day-to-day investment management of those assets placed in their control. f3Logic will assist and advise the Client in establishing investment objectives for their account, the selection of the Outside Manager, and defining any restrictions on the account. f3Logic will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of these outside parties. The Outside Manager will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties. f3Logic does not receive any compensation from these Outside Managers, other than its investment advisory fee (described in Item 5).

#### Financial Planning and Consulting Services

f3Logic may provide financial planning services to Clients as part of the investment advisory engagement or as a separate engagement, depending on the Client's financial situation, goals, and objectives.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, estate planning, personal savings, education savings and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. f3Logic may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor. Ultimately the Client has the discretion to decide whether to implement the plan or recommendations, and takes responsibility for this decision.

### Retirement Plan Advisory Services

f3Logic serves as an ERISA 3(21) Fiduciary to retirement plans (each a "Plan") in support of the Plan Sponsor. f3Logic may provide the following Plan Fiduciary Services pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Vendor Analysis
- Employee Enrollment and Education Tracking
- Investment Policy Statement
- Investment Monitoring
- Performance Reports
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

The specific services will be outlined in the advisory agreement signed by the Plan Sponsor. f3Logic does not provide 3(38) discretionary investment advisory services on behalf of the Plan or Plan Sponsor.

### **C. Client Account Management**

Prior to engaging f3Logic to provide investment advisory services, each Client is required to enter into one or more advisory agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. Clients should review these agreements in detail prior to executing them. The services provided under these agreements may include:

- Establishing an Investment Strategy - f3Logic, in connection with the Client, will develop an investment strategy targeted to achieve the Client's investment goals and objectives.
- Asset Allocation - f3Logic will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction - f3Logic will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision - f3Logic will provide investment management and ongoing oversight of the Client's portfolio.
- Financial Planning and Consulting - For Clients engaging for investment advisory services, the Advisor provides ongoing financial planning and related services regarding the Client's overall financial situation.

### **D. Wrap Fee / Non-Wrap Programs**

For a majority of our accounts, f3Logic includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". f3Logic customizes its investment management services for its Clients. The Advisor sponsors the f3Logic Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client's account in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 - Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

There is no significant difference between how f3Logic manages wrap fee accounts and non-wrap fee accounts. However, as stated above, if a client determines to engage f3Logic on a wrap fee basis the client will pay a single fee for bundled services (i.e., investment advisory, brokerage transactions, custody, platform). The services included in a wrap fee agreement will depend upon each client's particular need. If the client determines to engage f3Logic on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e., investment advisory, brokerage transactions, custody, platform). Please Note: When managing a client's account on a wrap fee basis, f3Logic shall receive as payment for its investment management services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

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## **E. Important Disclosure Regarding Fee Based Asset Management Accounts**

When making the determination of whether one of the advisory programs available through f3Logic is appropriate for your needs, you should know that fee-based accounts, when compared with commission-based accounts, often result in lower costs during periods when trading activity is heavier, such as the year an account is established. However, during periods when trading activity is lower, the fee-based account arrangements could result in a higher cost for transactions. Thus, depending on a number of factors, the total cost for transactions under a fee account versus a commission account can vary significantly. Factors which affect the total cost include the account size, amount of turnover, type and quantities of securities purchased or sold, commission rates, and your tax situation. You should know that lower fees for comparable service may be available from other sources. **You should discuss the advantages and disadvantages of fee-based and commission-based accounts with your advisor representative.**

Please Note: Retirement Rollovers-Potential for Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If f3Logic recommends that a client roll over their retirement plan assets into an account to be managed by f3Logic, such a recommendation creates a conflict of interest if f3Logic will earn an advisory fee on the rolled over assets. No client is under any obligation to rollover retirement plan assets to an account managed by f3Logic.

## **F. Assets Under Management**

As of December 31, 2020, f3Logic has \$995,938,586 discretionary assets under management and \$0 non-discretionary assets under management.

## **Item 5 - Fees and Compensation**

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of f3Logic and the Client. Various methods of fee calculation exist or are possible, depending on the services provided, client circumstances, and the account size. These methods include, but are not limited to, hourly, flat, breakpoint, and blended fee billing. Regardless of which method is employed, the IAR fee will not exceed 2%. Please review these agreements if you are choosing a particular program.

### **A. Fees for Advisory Services**

#### Investment Advisory Services

Your IAR will discuss the investment advisory fees when your account is established, and these fees will be outlined in your advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior billing period and are billed at an annual rate of up to 2.00%, depending on level of assets being managed, the complexity of the services to be provided and/or the overall relationship with the Client. In addition to the investment advisory fee, the Client shall pay a platform fee of up to 0.40% annually. The platform fee is for securities transaction fees, reporting and related services.

Fees are paid either monthly or quarterly, in advance of each calendar month or quarter (the billing period) or in arrears, pursuant to the terms of the investment advisory agreement. Fees for the first partial billing period of service are prorated from the inception date of the account[s] to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fixed annual fee or fixed rate fee or a fee schedule that differs from above. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by f3Logic will be independently valued by the Custodian. f3Logic will not have the authority or responsibility to value portfolio securities. Please see the f3Logic Wrap Fee Program Brochure and your advisory agreement for additional information relative to fees and fee billing.

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The Client may make additions or withdrawals from the account[s] at any time, subject to the f3Logic's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to f3Logic, subject to the usual and customary securities settlement procedures. However, f3Logic typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. f3Logic may consult the Client about the implications of such transactions. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], an adjustment will be made in the next billing period to reflect the fee difference. f3Logic may negotiate a fee that differs from the schedule above for certain account[s] or holdings.

#### Use of Outside Managers

For a Client account implemented through an Outside Manager, the Outside Manager will usually provide a unified billing that includes f3Logic's share of the investment advisory fee, in addition to the Outside Managers fees and platform fees. In such instances, f3Logic will not charge its fee separately on those assets.

#### Financial Planning and Consulting Services

Financial planning and consulting services may be included as part of an overall wealth management engagement or provided as a stand-alone engagement. For stand-alone engagements such as financial planning and consulting services, fees will be charged in an hourly rate of up to \$350 per hour or as a fixed engagement. Fees are based on the experience of the person performing the services, the complexity and duration the services to be provided. An estimate for total hours and costs will be determined prior to engaging for these services. The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. Please see your financial planning and consulting services agreement for additional terms and conditions for these services.

#### Retirement Plan Advisory Services

Retirement plan advisory fees are paid either monthly or quarterly, in advance or arrears of each calendar month or quarter (the billing period), pursuant to the terms of the retirement plan advisory agreement. Fees are generally based on the market value of assets in the Plan at the end of the prior billing period and charged at an annual rate of up to 1.00%. Fee may also be billed at a fixed annual rate. Please see your retirement plan advisory agreement for additional terms and conditions for these services.



## **B. Fee Billing**

### **Investment Advisory Services**

Investment advisory fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor sends an invoice to the Custodian providing the amount of the fees to be deducted from the Client's account[s] for the applicable billing period. The amount due is calculated by applying the applicable rate (annual rate divided by 12 for accounts billed on a monthly basis; annual rate divided by 4 for accounts billed on a quarterly basis) to the total assets under management with f3Logic at the end of the prior billing period. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting f3Logic to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

### **Use of Outside Managers**

Client accounts implemented through Outside Managers will be billed in accordance to the separate agreements with the respective parties. These parties will typically add f3Logic's investment advisory fee and deduct the overall fee from the Client's accounts.

### **Financial Planning and Consulting Services**

Financial planning and consulting fees are invoiced up to 50% upon the execution of the financial planning or consulting agreement with the balance due upon completion of the engagement deliverables. At the discretion of the Advisor, these fees may be billed solely at the completion of the engagement deliverables.

### **Retirement Plan Advisory Services**

Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

## **C. Other Fees and Expenses**

f3Logic includes securities transactions costs and a platform fee as part of its overall investment advisory fee through the f3Logic Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 - Wrap Fee Program Brochure. However, Clients may incur certain non-transactional fees or charges imposed by custodian or third parties in connection with accounts that are established and investments held in Client's accounts. These fees and expenses include account maintenance fees, wire transfer fees, and other fees that are outlined in your account agreement with the custodian or third party.

In addition, all fees paid to f3Logic for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client should review the fees charged by the Custodian, any fees or costs charged by the investments such as mutual funds and ETFs, and the fees charged by f3Logic to fully understand the total fees to be paid.

## **D. Advance Payment of Fees and Termination**

### **Investment Advisory Services**

f3Logic can be compensated for its investment advisory services in advance of the billing period in which services are rendered, pursuant to the terms of the investment advisory agreement. Either party may request to terminate the investment advisory agreement with f3Logic, at any time, by providing advance written notice to the other party. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. Upon termination, the Advisor will promptly refund any unearned, prepaid fees to the Client.

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### Use of Outside Managers

In the event that a Client should wish to terminate their relationship with an Outside Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. f3Logic will assist the Client with the termination and transition as appropriate.

### Financial Planning and Consulting Services

The Advisor is partially compensated for its financial planning and consulting services upon execution of the engagement agreement. Either party may terminate a planning agreement, at any time, by providing written notice to the other party. Upon termination, the Client shall be responsible for fees based on the hours worked by the Advisor or the percentage of the engagement completed. Upon termination, any unearned prepaid fees will be promptly refunded to the Client.

### Retirement Plan Advisory Services

f3Logic is compensated for its retirement plan advisory services in advance or arrears of the billing period in which services are rendered. Either party may request to terminate the retirement plan advisory agreement with f3Logic, at any time, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. Upon termination, the Advisor will promptly refund any unearned, prepaid fees to the Client.

## **E. Compensation for Sales of Securities**

Advisory Persons ("IARs") of f3Logic may also be registered representatives of Independent Financial Group, LLC ("IFG"). While these individuals are registered with IFG, f3Logic is only compensated by receipt of investment advisory fees and does not receive any compensation for securities transactions in any Client account. IFG and f3Logic are not affiliated entities, and are separate and distinct. The services provided by IFG as a broker dealer (or an investment adviser) are separate and distinct from the services provided by f3Logic.

As registered representatives of IFG, an individual who is also an IAR with f3Logic may implement securities transactions on a commission basis through IFG. In such instances, the IAR is acting as an agent of IFG and is solely under the supervision of IFG. The registered representative will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products, through IFG. Compensation earned by an IAR in his or her capacity as a registered representative of IFG is separate and in addition to f3Logic's advisory fees. This practice presents a conflict of interest if an IAR can earn more compensation from effecting securities transactions as compared to what can be earned from investment advisory services. To mitigate this conflict, f3Logic discloses the different options the Clients have, supervises the opening of accounts, and assures Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our IARs. Further, f3Logic will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our IARs. Please see Item 10.

IARs may also be licensed as independent insurance professionals. IARs will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by an IAR are separate and in addition to f3Logic's advisory fees. Compensation earned by the IAR in his or her capacity as an insurance agent is separate and in addition to f3Logic's advisory fees. This practice presents a conflict of interest if an IAR can earn more compensation from selling insurance as compared to what can be earned from investment advisory services. To mitigate this conflict, f3Logic discloses the different options the Clients have, supervises the opening of accounts, and assures Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our IARs.

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

f3Logic does not charge performance-based fees for its investment advisory services. The fees charged by f3Logic are as described in "Item 5 - Fees and Compensation" above.

f3Logic does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund

or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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f3Logic offers investment advisory services to individuals, families, trusts, estates, and businesses, with a focus on those Clients with a high net worth. The relative percentage of each type of Client is available on f3Logic's Form ADV Part 1. These percentages will change over time. f3Logic does not impose a size for establishing a relationship, but as noted does tailor its services to high net worth Clients.

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

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### **Methods of Analysis & Investment Strategies**

f3Logic's methods of analysis include Charting analysis, Cyclical analysis, Fundamental analysis, Modern portfolio theory, Quantitative analysis and Technical analysis, as described in more detail below.

- Charting analysis involves the use of patterns in performance charts. f3 IM uses this technique to search for patterns used to help predict favorable conditions for buying or selling a security.
- Cyclical analysis involves the analysis of business cycles to find favorable conditions for buying 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.
- Modern portfolio theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset.
- Quantitative analysis deals with measurable factors as distinguished from qualitative considerations such as the character of management or the state of employee morale, such as the value of assets, the cost of capital, historical projections of sales, and other factors.
- Technical analysis involves the analysis of past market data; primarily price and volume.

As noted above, f3Logic generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. f3Logic will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, f3Logic may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

### **Risk of Loss**

Investing in securities involves certain investment risks. Securities will fluctuate in value and may lose value. Clients should be prepared to bear the risk of loss, which will vary based upon market conditions and length of investment. f3Logic and their IARs assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating potential investments, it does not guarantee that the investments will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis will fluctuate in value, and may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to

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strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 - Review of Accounts".

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. **Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 - Additional Information**

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### Disciplinary Information

There are no legal, regulatory or disciplinary events to disclose involving f3Logic. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 289863.

### Conflicts of Interest

Our goal is to provide non-conflicted advisory services to our Clients. However, certain aspects of our business do provide conflicts of interest due to the broader nature of the services we strive to provide to clients. We want to assure that we identify these conflicts so that our Clients can fully and fairly discuss them with their IARs, and make informed decisions. The material conflicts outlined below generally are presented based upon three broad categories - (i) affiliate transactions including commission based insurance transactions; (ii) commission based transactions through IFG and (iii) our efforts to recruit other IARs. These conflicts are outlined below and we encourage our Clients to discuss them with their IARs.

#### Affiliate Conflicts

f3 Investment Management, LLC ("f3IM"), is an affiliated registered investment advisor. f3Logic and f3IM have common control persons and ownership structure. f3IM provides investment models and other services that may be used by IARs to develop portfolios. These IARs may have an ownership interest in both f3Logic and f3IM, and to the extent that they do have ownership have an economic incentive to recommend the use of f3Logic to open an account and f3IM to provide models. Clients should also be aware that certain conflicts of interest may exist should any IARs of f3Logic (regardless of ownership) recommend that all or a portion of a Client's account be allocated to model portfolios provided by f3IM. A conflict of interest exists as those allocations will result in revenue being generated indirectly to individuals and entities that also have an interest in f3Logic. The investment management services provided by f3IM may cost more or less than obtaining the same or similar services through an unaffiliated investment manager. No Client or IAR is under any obligation to utilize the services of f3IM.

The client may, at any time, impose reasonable restrictions, in writing, on f3Logic's investment recommendations or services, including models provided by f3IM. It is important to note that although f3IM makes available its recommended investment models, an Advisor may take into consideration these models to a limited extent or not at all. Clients should discuss with the Advisor managing their account the investment strategy being deployed and fully understand the strategy or strategies being employed. The client may instruct their IAR to utilize a strategy that does not contain allocations to f3 IM model portfolios or any other manager or investment.

### Commission Based Securities Transactions

As outlined above, f3Logic IARs may also be registered to conduct commission based securities transactions through Independent Financial Group, LLC ("IFG"), a non-affiliated securities broker-dealer. IFG also provides investment advisory services as a registered investment adviser and commission based insurance products. Advisory services are typically ongoing, with delegation of discretionary trading authority, may involve financial planning, and are paid for by ongoing advisory fees calculated as a percentage of your assets in an advisory account. f3Logic and your IAR act as fiduciaries with respect to your advisory account. Brokerage services are non-discretionary transactions such as securities trades and are paid for by commissions. With brokerage services the firm and your representative owe you a duty to assure that any recommendations are suitable. Therefore, there is a different legal standard in addition to a different compensation structure between an investment advisory account and a brokerage account.

To the extent that an IAR is registered with IFG (your IAR can tell you or the information is available through [brokercheck.finra.org](http://brokercheck.finra.org)), the IAR can provide advisory services through f3Logic or brokerage services through IFG. This poses a conflict of interest to the extent that an IAR will earn more or less depending upon the nature of your account and the investments that are held in the account. Investments like mutual funds, ETFs, stocks and bonds that are bought and held for longer periods of time in a brokerage account, like an account available at IFG and other securities broker dealers, will have a lower overall cost for this longer hold due to the lack of active management and additional management fees charged by the investment advisor managing the account. However, the actual cost will depend on the type of investment and how active a brokerage account is trading securities positions. Additionally, as noted above, there are different legal standards between advisory and brokerage accounts. The difference in this legal standard will impact the disclosure of conflicts, the nature of investment recommendations, the obligation for ongoing monitoring of the account, and other legal obligations. Which type of account is best for you depends upon your individual circumstances and preferences. Our goal is to assure that Clients understand the options available and the difference in the types of accounts and investments that they may make.

### Advisor Transition Assistance

f3Logic may provide various benefits and payments to IARs that are newly associated with f3Logic to assist the IAR with costs associated with transitioning his or her business to f3Logic (collectively referred to as "Transition Assistance"). The proceeds of such Transition Assistance payments are intended to be used for a variety of purposes, including but not necessarily limited to, providing working capital to assist in funding the IAR's business, satisfying any outstanding debt to the IAR's prior firm, offsetting account transfer/termination fees as a result of the IAR's clients transitioning to f3Logic's chosen custodial platform, technology set-up fees, marketing and mailing costs, stationary and licensure transfer fees, moving expenses, office space expenses, and staffing support. f3Logic does not verify that any payments made are actually used for such transition costs, and therefore, they may provide direct revenue to the recruit. Assistance may be provided in the form of a cash advance to the recruit, by f3Logic foregoing revenues during account transactions, or



through other incentives to the IAR. Assistance may also come with certain contractual obligations to the recruit, such as repayment of all or a portion of the payment if the IAR elects to leave f3Logic or does not meet certain other obligations.

The amount of Transition Assistance payments are often significant in relation to the overall revenue earned or compensation received by the IAR at his or her prior firm. Such payments are generally based on the size of the IAR's business established at his or her prior firm, for example, a percentage of the revenue earned or assets serviced by the IAR at the prior firm. These payments are generally in the form of payments or loans to the IAR with favorable interest rate terms as compared to other lenders, which are paid by f3Logic or forgiven by f3Logic based on years of service with f3Logic (e.g., if the IAR remains with f3Logic for 5 years) and/or the scope of business engaged in with f3Logic. f3Logic also makes payments to IARs in connection with the transition of certain advisory business to f3Logic from his or her prior firm that is not approved on f3Logic's platform. These payments are tied to the amount of client assets that are transitioned from an unapproved platform at the prior firm to f3Logic's advisory program. The receipt of Transition Assistance creates a conflict of interest in that an IAR has a financial incentive to recommend that a client open and maintain an account with the IAR and f3Logic for advisory services and to recommend changing investment products or services where a potential Client's current investment options are not available through f3Logic, in order to receive the Transition Assistance benefit or payment. f3Logic and its IARs attempt to mitigate these conflicts of interest by evaluating and recommending that clients use f3Logic's services based on the benefits that such services provide to Clients, rather than the Transition Assistance earned by any particular IAR. However, we want to assure that potential Clients are aware of this conflict and take it into consideration in making a decision whether to establish or maintain a relationship with f3Logic. As with all items in this Brochure, we also encourage Clients to discuss this item with their IAR.

## **Item 10 - Other Financial Industry Activities and Affiliations**

Neither the Advisor nor its associated persons ("Supervised Persons") has any registrations or affiliations with a futures commission merchant, commodity pool operator, or commodity-trading advisor.

### **Broker-Dealer Affiliation**

As noted in Items 5.E. and 9, IARs of f3Logic may also be registered representatives of IFG. In one's separate capacity as a registered representative of IFG, an IAR will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an IAR. To the extent that an IAR earns commissions as a registered representative of IFG or supervises such transactions this business is solely through IFG, and f3Logic does not participate in those transactions and receives no financial payments.

### **Other Registered Investment Advisors**

Certain Managing Members and IARs of f3Logic also own and/or provide advisory services through other independent registered investment advisory firms. The details of these relationships are included with the Form ADV 2B ("Brochure Supplements") of the respective IARs. A Client may be offered financial planning, consulting or related advisory services under these entities. In such instances, the Client shall also receive the Form ADV 2A - Disclosure Brochure for the respective firm. To the extent that these services are being provided by a separate investment adviser, the services are being provided solely by that investment adviser which takes sole responsibility for the services. f3Logic does not participate in the transaction and does not approve or supervise the activities of other investment advisers or financial entities.

## **Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

### **A. Code of Ethics**

f3Logic has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all Supervised Persons. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. f3Logic and its personnel owe a duty of loyalty,

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fairness and good faith towards each Client. It is the obligation of f3Logic Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (952) 895-6963.

#### **B. Personal Trading with Material Interest**

f3Logic allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. f3Logic does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of any mutual funds or advise any investment companies. f3Logic does not have a material interest in any securities traded in Client accounts.

#### **C. Personal Trading in Same Securities as Clients**

f3Logic allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of f3Logic have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This conflict is managed by f3Logic requiring Supervised Persons to report of personal securities trades for review by the Chief Compliance Officer ("CCO"). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

While f3Logic allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. This may provide an opportunity for representatives of f3Logic 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 create a conflict of interest. However, to manage this conflict f3Logic has procedures to avoid trading that operates to the client's disadvantage if IARs buy or sell securities at or around the same time as clients.

### **Item 12 - Brokerage Practices**

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#### **A. Recommendation of Custodian[s]**

To the extent that you provide discretionary authority to f3Logic, it is limited to executing securities transactions in your account as outlined in your investment advisory agreement. This "limited discretion" does not allow f3Logic authority to open your broker-dealer/custodian account for custody and execution services. As such, you will need to agree to open an account with an approved broker-dealer/custodian (herein the "Custodian") to safeguard your assets. Your account management agreement will authorize f3Logic to direct trades to this Custodian as agreed in the investment advisory agreement. Your custodial agreement will set forth the terms of your relationship with the Custodian, including the costs of effecting transactions and for maintaining the account.

While f3Logic does not exercise discretion over the opening of an account with the Custodian, it will recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by f3Logic. As its IARs are also registered representatives of IFG, f3Logic and its IARs are limited in the custodian[s] in which they can recommend to Clients. The Custodian must be approved by IFG and IFG will have access to information regarding holdings and trades placed within Client accounts.

Typically, f3Logic will recommend that Clients establish their account[s] with either Fidelity Clearing

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& Custody Solutions, a related entity of Fidelity Investments, Inc. (collectively "Fidelity"), or with Charles Schwab & Co, Inc. ("Schwab"), where the Advisor maintains institutional relationships. f3Logic receives certain economic benefits from Fidelity and Schwab as detailed in Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue sharing programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with such parties in exchange for research and other services. f3Logic does receive certain economic benefit from Fidelity as described in Item 14 below.

**2. Brokerage Referrals** - f3Logic does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where f3Logic will place trades within the established accounts at a Custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage accounts, unless instructed otherwise by the Client. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the Custodian, f3Logic will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. f3Logic will execute its transactions through the Custodian as designated by the Client, unless otherwise instructed. f3Logic may aggregate orders in a block trade or trades when securities are purchased or sold through the same Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

## **Item 13 - Review of Accounts**

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### **A. Frequency of Reviews**

As a matter of policy and practice, investments in client accounts are monitored on a regular and continuous basis by IARs of f3Logic and periodically by the CCO. We provide account reviews as part of our Investment Advisory Services. Our advisors will meet with clients either by phone or in person at least annually to review their accounts and update any changes in their financial profile. Reviews can be conducted more frequently when requested by the client or at our discretion.

### **B. Causes for Reviews**

Accounts may also be reviewed as a result of major changes in (i) economic conditions such as material market, economic or political events or (ii) known changes in the Client's financial situation, such as significant life events and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify f3Logic if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan.

### **C. Review Reports**

The Client will receive a brokerage statement from the Custodian no less than quarterly. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account. The Advisor and its IARs may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

However, the Custodian statements are the official reports of the Client's account. Please review these

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accounts as received to assure they appear accurate for both the positions and transaction effectuated in the account.

## **Item 14 - Client Referrals and Other Compensation**

### **A. Compensation Received by f3Logic**

#### Participation in Institutional Advisor Platform

##### **Fidelity**

f3Logic has established institutional relationship with Fidelity to be the preferred Custodian for Client accounts. This relationship assists us in managing Client accounts through aggregation of the accounts and use of a single operating system. Based upon this relationship, we have received access to software and related support. The software and related systems support provide direct benefit the Advisor, and may provide indirect benefits to the Clients through increased efficiencies. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services.

Additionally, f3Logic has received financial and other support from Fidelity to assist the Advisor in the launch and maintain its advisory firm. These benefits from Fidelity include reimbursement to Clients for costs charged by a previous custodian for transfer of the assets or account to Fidelity, financing services, receipt of duplicate Client confirmations and bundled duplicate statements at no cost, access to a trading desk that exclusively services its institutional participants, access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts, and access to an electronic communication network for Client order entry and account information.

##### **Schwab**

f3 may recommend/require that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Schwab is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. f3 is independently owned and operated and not affiliated with Schwab. Schwab provides f3 with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, 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.

Schwab also makes available to f3 other products and services that benefit f3 but may not benefit its clients' accounts. These benefits may include national, regional or f3 specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of f3 by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist f3 in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations 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 f3's fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of f3's accounts, including accounts not maintained at Schwab Advisor Services. Schwab Advisor Services also makes available to f3 other services intended to help f3 manage and further develop its business enterprise. These services may include professional compliance, legal and

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business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to f3 by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to f3. While, as a fiduciary, f3 endeavors to act in its clients' best interests, f3's recommendation/requirement that clients maintain their assets in accounts at Schwab may be based in part on the benefit to f3 of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which may create a potential conflict of interest. Irrespective of direct or indirect benefits to our client through Schwab, we strive to enhance the client's experience, help reach their goals and put their interests before that of our firm or its associated persons.

Schwab has eliminated commissions for online trades of equities, ETFs and options (subject to \$0.65 per contract fee). This means that, in most cases, when we buy and sell these types of securities, we will not have to pay any commissions to Schwab. We encourage you to review Schwab's pricing to compare the total costs of entering into a wrap fee arrangement versus a non-wrap fee arrangement. If you choose to enter into a wrap fee arrangement, your total cost to invest could exceed the cost of paying for brokerage and advisory services separately. To see what you would pay for transactions in a non-wrap account please refer to Schwab's most recent pricing schedules available at [schwab.com/aspricingguide](http://schwab.com/aspricingguide).

#### **B. Expense Reimbursements**

We will occasionally receive expense reimbursements for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense sharing arrangements in which product sponsors underwrite the costs incurred for marketing, such as, client appreciation events, advertising, publishing, and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for which sales have been made or for which it is anticipated sales will be made. This creates a conflict of interest in that there is an incentive to recommend certain products and investments based on the receipt of this compensation instead of what is in the best interest of our clients. We attempt to control for this conflict by always basing investment recommendations and decisions on the individual needs of our clients.

#### **C. Client Referrals from Solicitors**

If a Client is introduced to f3Logic by an unaffiliated solicitor (herein a "Solicitor"), f3Logic may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940 (the "Advisers Act") as well as applicable state securities regulations. Referral fees are paid solely from f3Logic's investment advisory fee and does not result in any additional charges or higher fees to the Client. In the event you are referred by a Solicitor, the Solicitor will provide you with a copy of f3Logic's Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

### **Item 15- Custody**

There are specialized rules pertaining to a registered investment advisor accepting or maintaining "custody" of Clients' assets. f3Logic does not accept or maintain custody of any Client accounts or assets. We are authorized to deduct advisory fees from client accounts, but this practice does not constitute custody for purpose of the applicable rules. All Clients must place their assets with a "qualified custodian" as detailed in item 12. Clients are required to engage the Custodian to retain their funds and securities and direct f3Logic to utilize the Custodian for the Client's security transactions. f3Logic encourages Clients to review statements provided by the Custodian. For more information about Custodians and brokerage practices, see "Item 12 - Brokerage Practices".

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### **Item 16 - Investment Discretion**

f3Logic generally has discretion over the selection of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. This discretion includes selecting the security, the quantity of a transaction, and the timing of transaction. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by f3Logic. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by f3Logic will be in accordance with each Client's investment objectives and goals. Please note that this discretion is deemed to be "limited" and f3Logic does not have authority to open an account, switch Custodians, or deposit or withdraw funds from an existing account (with the exception of authorized withdrawals for payment of investment advisory fees).

### **Item 17 - Voting Client Securities**

f3Logic does not vote proxies for any Client. Clients will receive proxy statements directly from the Custodian. If the Client directs proxy materials to the Advisor's attention, this does not result in the Advisor assuming responsibility for the voting of proxies. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

### **Item 18 - Financial Information**

Neither f3Logic, nor its management, have any adverse financial situations that would reasonably impair the ability of f3Logic to meet all obligations to its Clients. Neither f3Logic, nor any of its IARs, has been subject to a bankruptcy or financial compromise. f3Logic is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.



## **Form ADV Part 2A – Appendix 1 Wrap Fee Program Brochure**

**Effective: January 5, 2021**

This Form ADV 2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the business practices and fees for f3Logic, LLC ("f3Logic" or the "Advisor") when Client transaction costs are included with investment advisory fees as a single bundled fee (a "Wrap Fee Program"). f3Logic sponsors this Wrap Fee Program and provides this Wrap Fee Program Brochure as a supplement to the f3Logic Disclosure Brochure, which provides complete details on the business practices of f3Logic. If you did not receive the complete f3Logic Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the f3Logic Disclosure Brochure, please contact us at (952) 895-6963.

f3Logic is an investment advisor registered with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information about f3Logic to assist you in determining whether to retain the Advisor.

Additional information about f3Logic and its advisory persons ("IARs") are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 289863.

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## **Item 2 - Material Changes**

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Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

### Material Changes

Below is a list of the material changes:

- *Addition of Charles Schwab & Co, Inc. as Custodian*
- *Discontinuation of Bank Account Marketing Relationship ("Galileo")*
- *Updated Assets Under Management*

### Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of f3Logic.

At any time, you may view the current Wrap Fee Program Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm's name or CRD# 289863. You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting us at (952) 895-6963.

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## **Item 4 - Services Fees and Compensation**

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### **Services**

f3Logic, LLC ("f3Logic" or the "Advisor") provides customized investment management and related advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the f3Logic Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting f3Logic as your investment advisor.

As part of the investment advisory fee noted in Item 5 of the Disclosure Brochure, f3Logic includes normal securities transaction fees and a platform fee as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a "Wrap Fee Program".

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees and a platform fee into the single "bundled" investment advisory fee. This Wrap Fee Program Brochure references back to the f3Logic Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 - Advisory Services of the Disclosure Brochure for details on f3Logic's investment philosophy and related services.**

**For information regarding this Disclosure Brochure, please contact Jon DeSmidt, Chief Compliance Officer at (651) 300-7677.**

### **Program Costs**

Advisory services provided by f3Logic are offered as a Wrap Fee Program whereby normal securities transaction costs are included in the overall investment advisory fee paid to f3Logic. As the level of trading in a Client's account may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided be to each Client, however, the Client is not charged more if there is higher trading activity in the Client's account. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in Clients' accounts. **Please see Item 5 - Fees and Compensation of the Disclosure Brochure for complete details on fees.**

You may pay custodial fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. These fees are not included within the wrap-fee you are charged by our firm.

As the IA absorbs certain transaction costs in wrap fee accounts, the IA may have a financial incentive not to place transaction orders in those accounts since doing so increases its transaction costs. Thus, an incentive exists to place trades less frequently in a wrap fee arrangement.

We do not charge our clients higher advisory fees based on their trading activity, but you should be aware that we may have an incentive to limit our trading activities in your account(s) because we are charged for executed trades.

### **Fees**

#### **Investment Advisory Services**

Your IAR will discuss the investment advisory fees when your account is established, and these fees will be outlined in your advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior billing period and are billed at an annual rate of up to 2.00%, depending on

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level of assets being managed, the complexity of the services to be provided and/or the overall relationship with the Client. In addition to the investment advisory fee, the Client shall pay a platform fee of up to 0.40% annually. The platform fee is for securities transaction fees, reporting and related services. A portion of this fee is retained by f3Logic.

Fees are paid either monthly or quarterly, in advance of each calendar month or quarter (the billing period) or in arrears, pursuant to the terms of the investment advisory agreement. Fees for the first partial billing period of service are prorated from the inception date of the account[s] to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fixed annual fee or fixed rate fee or a fee schedule that differs from above. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by f3Logic will be independently valued by the Custodian. f3Logic will not have the authority or responsibility to value portfolio securities. Please see the f3Logic Wrap Fee Program Brochure and your advisory agreement for additional information relative to fees and fee billing.

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The Client may make additions or withdrawals from the account[s] at any time, subject to the f3Logic's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to f3Logic, subject to the usual and customary securities settlement procedures. However, f3Logic typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. f3Logic may consult the Client about the implications of such transactions. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], an adjustment will be made in the next billing period to reflect the fee difference. f3Logic may negotiate a fee that differs from the schedule above for certain account[s] or holdings.

**As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by f3Logic. Securities transaction fees for Client-directed trades may be charged back to the Client.**

In addition, all fees paid to f3Logic for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, trade away fees and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by f3Logic to fully understand the total fees to be paid. Please see Item 5.C. - Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

#### **Compensation**

f3Logic is the sponsor and portfolio manager of this Wrap Fee Program. f3Logic receives investment advisory fee paid by Clients for investment advisory services covered under this Wrap Fee Program.

#### **Item 5 - Account Requirements and Types of Clients**

f3Logic offers investment advisory services to individuals, families, trusts, estates, and businesses, with a focus on high net worth clients. f3Logic generally does not impose a minimum size for establishing a relationship. However, certain investments and strategies may require certain minimums for effective implementation. Please see Item 7- Types of Clients in the Disclosure Brochure for additional information.

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## **Item 6 - Portfolio Manager Selection and Evaluation**

### **Portfolio Manager Selection**

f3Logic serves as the sponsor and portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 of the Disclosure Brochure.

### **Related Persons**

f3Logic's Supervised Persons serve as portfolio managers for services under this Wrap Fee Program. f3Logic does not act as portfolio manager for any third-party wrap fee programs.

### **Supervised Persons**

As noted above, Supervised Persons serve as a portfolio manager for the Wrap Fee Program. Please refer to the complete Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the services provided by f3Logic and the Brochure Supplement for the background of the Supervised Persons of f3Logic.

### **Performance-Based Fees**

f3Logic does not charge performance-based fees for its investment advisory services. The fees charged by f3Logic are as described in "Item 5 - Fees and Compensation" above.

f3Logic does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend or direct any particular investment options to its Clients.

### **Methods of Analysis**

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the research and analysis methods employed by the Advisor.

### **Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. f3Logic will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. - Risk of Loss in the Disclosure Brochure for details on investment risks.**

### **Voting Client Securities**

f3Logic does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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## **Item 7 - Client Information Provided to Portfolio Managers**

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f3Logic is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the f3Logic Privacy Policy (included after this Wrap Fee Program Brochure).

## **Item 8 - Client Contact with Portfolio Managers**

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f3Logic is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at f3Logic.

## **Item 9 - Additional Information**

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### **Disciplinary Information and Other Financial Industry Activities and Affiliations**

#### **Disciplinary Information**

f3Logic values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 289863. Please see Item 9 of the f3Logic Disclosure Brochure as well as Item 3 of each IAR's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its IARs.

#### **Other Financial Activities and Affiliations**

Please see Items 10 and 14 of the f3Logic Disclosure Brochure as well as Items 4 and 5 of each IAR's Brochure Supplement (included with this Wrap Fee Program Brochure).

#### **Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

f3Logic has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to f3Logic's compliance program (our "Supervised Persons"). Complete details on the f3Logic Code of Ethics can be found under Item 11 - Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

#### **Review of Accounts**

Investments in Client accounts are monitored on a regular basis by IARs of f3Logic and periodically by its CCO. Please see Item 13 of the Disclosure Brochure (included with this Wrap Fee Program Brochure).

#### **Other Compensation**

##### Participation in Institutional Advisor Platform

Where f3Logic does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by f3Logic. As its IARs are also registered representatives of IFG, f3Logic and its IARs are limited in the custodian[s] in which they can recommend to Clients. Typically, f3Logic will recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, a related entity of Fidelity Investments, Inc. (collectively "Fidelity"), or with Charles Schwab & Co, Inc. ("Schwab") where the Advisor maintains institutional relationships.

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## **Fidelity**

f3Logic has established institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor may receive the following benefits from Fidelity: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; financing services, receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

## **Schwab**

Schwab Advisor Services is Schwab's business serving independent investment advisory firms like ours. They provide us and our clients with access to its institutional brokerage – trading, custody, reporting and related services – many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis, at no charge to advisors.

## **Services that Benefit Client**

Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit clients or their account(s).

## **Services that May Not Directly Benefit Clients**

Schwab also makes available to us other products and services that benefit us but may not directly benefit the client or their account(s). These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or some substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- provides access to client account data (such as duplicate trade confirmations and account statements);
- facilitates trade execution and allocate aggregated trade orders for multiple client accounts;
- provides pricing and other market data;
- facilitates payment of our fees from our clients' accounts; and
- assists with back-office functions, recordkeeping and client reporting.

Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- educational conferences and events
- technology, compliance, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human capital consultants and insurance providers.

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Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees.

Irrespective of direct or indirect benefits to our client through Schwab, we strive to enhance the client's experience, help reach their goals and put their interests before that of our firm or its associated persons.

Schwab has eliminated commissions for online trades of equities, ETFs and options (subject to \$0.65 per contract fee). This means that, in most cases, when we buy and sell these types of securities, we will not have to pay any commissions to Schwab. We encourage you to review Schwab's pricing to compare the total costs of entering into a wrap fee arrangement versus a non-wrap fee arrangement. If you choose to enter into a wrap fee arrangement, your total cost to invest could exceed the cost of paying for brokerage and advisory services separately. To see what you would pay for transactions in a non-wrap account please refer to Schwab's most recent pricing schedules available at [schwab.com/aspricingguide](http://schwab.com/aspricingguide).

Please see Item 14 - Other Compensation in the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on additional compensation that may be received by f3Logic. The Brochure Supplements for each IAR (also included with this Wrap Fee Program Brochure) provide details on outside business activities and the associated compensation, for all Supervised Person[s] with f3Logic.

## **Financial Information**

Neither f3Logic, nor its management has any adverse financial situations that would reasonably impair the ability of f3Logic to meet all obligations to its Clients. Neither f3Logic, nor any of its IARs, has been subject to a bankruptcy or financial compromise. f3Logic is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to performed six months or more in advance.

## **Privacy Policy**

Effective Date: January 5, 2021

### **Our Commitment to You**

f3Logic, LLC ("f3Logic" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. f3Logic (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

f3Logic does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### **Why you need to know?**

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

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**What information do we collect from you?**

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

**What Information do we collect from other sources?**

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

**How do we protect your information?**

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

**How do we share your information?**

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<p><b>Servicing our Clients</b>                      We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. As certain IARs of f3Logic are also registered representatives of Independent Financial Group, LLC ("IFG"), IFG will have access to your information for supervision purposes, even if you do not have accounts established with IFG.</p>	Yes	No



<p><b>Marketing Purposes</b> f3Logic does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where f3Logic or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b></p>	No	Not Shared
<p><b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).</p>	Yes	Yes
<p><b>Information About Former Clients</b> f3Logic does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.</p>	No	Not Shared

**Changes to our Privacy Policy**

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

**Any Questions?**

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (952) 895-6963.

