



...for the Journey...

Client Disclosure Document

Effective Date: October 2009
Firm CRD # 134639

Introduction

This document is being offered to you on behalf of MARCA, Inc. (“MARCA”) to provide you with information about MARCA’s services and the manner in which those services are made available to its clients.

Prior to engaging MARCA to provide advisory services, you will be required to enter into a Client Advisory Agreement (“CAA”) with MARCA and when appropriate, a separate custodial/clearing agreement. The advisory agreement sets forth the terms and conditions of the engagement, and describes the scope of services to be provided and the fees for such.

MARCA’s written disclosure statement will be provided to you at least forty-eight (48) hours prior to the execution of any advisory agreement between you and MARCA. If this document is delivered at the same time the agreement is executed, then you will have five (5) business days after executing the agreement to terminate MARCA’s services and to receive a full refund of all monies already paid.

In performing our services, MARCA shall not be required to verify any information received from you or from your other advisors, and is authorized to rely upon its accuracy. If you request, MARCA may recommend and/or engage the services of other professionals to implement our recommendations. You are under no obligation to engage the services of any such recommended professional, you retain absolute discretion over all implementation decisions, and you are free to accept or reject any recommendation from MARCA.

You are encouraged to renew our advisory services on an annual basis for the purpose of reviewing/updating our previous recommendations and/or services. Also, you should be advised that it remains your responsibility to promptly notify MARCA if there is ever any change in your financial situation or investment objectives.

Neither you nor MARCA may assign the CAA without the prior written consent of the other party. Transactions or other events that do not result in a change of actual control or management of MARCA shall not be considered an assignment.

Privacy Policy

All information given to MARCA by you, and all recommendations and advice furnished by MARCA to you, will be kept confidential and will not be disclosed to anyone, except as may be agreed to in writing or as may be required by law.

MARCA will collect your non-public personal information (NPI) as part of this engagement. This information will be obtained directly from you and includes details such as your date of birth, social security number, financial account numbers and balances, tax returns, sources and amounts of income, home addresses, telephone numbers, and other such personal information.

As part of our policy, we restrict access to your confidential personal information to those MARCA employees who need to know that information in order to provide products or services. MARCA maintains physical, electronic, and procedural safeguards to comply with federal standards to guard your confidential personal information.

Should you agree to accept advisory services provided by MARCA, we may share your NPI with non-affiliated third parties. MARCA may maintain agreements with various affiliated or non-affiliated entities who may act as the custodian and account holder for the clients of MARCA and securities may be offered through such entities if properly engaged by MARCA. MARCA will share only the appropriate customer NPI necessary to ensure that we are able to provide the highest level of service to our clients.

Should you prefer, MARCA will not disclose your confidential personal information to non-affiliated third parties. You may “opt out” or direct MARCA not to make those disclosures (other than disclosures required or permitted by law) by submitting a written request to us via electronic mail or US mail.

Investment Advisory Services

Approximately 90% of MARCA’s advisory services are devoted to providing investment advice on a non-discretionary basis. For ease of reference, this service type shall be referred to as “investment management” services.

In order to determine a suitable course of action for you, MARCA will review your financial circumstances. This review will be a collaborative process between you and your investment advisor and may include, but would not necessarily be limited to, your overall financial condition as it relates to your goals and objectives, income and tax status, personal and business assets, risk profile, and other factors unique to your particular circumstances. Some examples of MARCA’s investment management services may include the following:

- MARCA may recommend 3rd party managed account programs offered and managed by professional advisers generally available only through institutions. These advisers are not affiliated with MARCA.
- MARCA may utilize established third-party research services to assist with formulating asset allocation, industry and sector selection, and individual investment recommendations in constructing and maintaining custom portfolios. These portfolios may consist of individual securities which include, but are not necessarily limited to, mutual funds, exchange-traded funds, stocks and bonds, REITs, and limited partnerships.

Fees for MARCA’s advisory services described in this section may involve the following fee type:

- Percentage of Assets Under Management
- Flat
- Hourly

Financial Planning

Approximately 10% of MARCA’s advisory services are devoted to financial planning. We may prepare a written financial plan as part of our advisory services. MARCA’s written financial plan services may involve consultation, analysis and recommendations in the six areas of financial planning which may include: (1) financial condition; (2) income tax; (3) insurance; (4) investments; (5) capital needs for college, retirement or special situations; (6) estate planning.

In order to determine a suitable course of action for you, MARCA will review the variables that are presented. This review may include, but would not necessarily be limited to your overall financial condition as it relates to your goals and objectives, income and tax status, personal and business assets, risk profile, investments and other factors unique to your particular circumstances. It is your responsibility to provide to MARCA in a timely manner any pertinent data needed to complete this review.

MARCA will review your present financial situation and issue a written analysis and report with recommendations in accordance with your goals and objectives. This service may include an initial consultation and subsequent follow-up visits. The services provided in this regard may include but would not be limited to the following:

Preparation of the Net-Worth Statement	Taxation Issues
Cash-flow Statement	Savings and Investments
Protection Issues	Financing Issues related to Funding Objectives

MARCA, unless engaged separately to do so, will not be responsible for implementing the action items in your plan. You assume full responsibility for plan execution. If you engage us to implement the plan, we will provide periodic updates to inform you of progress towards your stated objectives. These services will be provided under separate contract for an additional fee.

MARCA's fees for a written financial plan may be based on a flat fee and may be affected by several factors such as the complexity of your circumstances, the responsibility assumed by MARCA, the potential benefit to you, and the perceived probability of complications that may arise. Although not an all-inclusive list, the following factors may impact the fee(s) charged:

Goals and objectives	Marital status
Overall financial condition	Number of dependents
Net-Worth	Personality and risk profiles
Income and tax status	Previous investment experience
Personal and business assets	Factors unique to the client's situation

If you choose to engage us to execute the recommendations contained in the financial plan, this fee may also be based on a flat fee. The execution fee is individualized and based on the expected number of hours needed to accomplish the task(s).

When appropriate, financial plans are updated to evaluate progress toward goals. When this occurs, the fee charged by MARCA is generally 30-60% of the initial plan fee as determined by the complexity of the services required.

Asset-Based Fees

3rd party professional advisors and custodians recommended or selected by MARCA charge their own fees for managing client assets/accounts. Such fees will generally be based on a percentage of the assets under management. MARCA's fees are subject to negotiation and are separate from the overall fees charged by 3rd party advisors and custodians. Additional details related to fees charged by 3rd party advisers or custodians will be explained in any such adviser's disclosure document.

Generally, MARCA does not bill or invoice clients directly for its fees related to investment advice or selection of 3rd party advisers. MARCA's compensation may be collected on your behalf by the custodian and will be received by us according to normal and customary billing practices as outlined

in the disclosure document of the custodian. These fees may be charged in advance or in arrears; monthly, quarterly, or annually.

If so desired, you may choose to be billed directly by MARCA for MARCA’s fees. If so chosen, the first bill will be calculated and prorated according to the date assets are received by the custodian (“inception date”) and will be payable at the end of the calendar quarter in which the initial meeting between you and MARCA takes place. The first bill will be based upon a percentage of assets in your account(s) as of the inception date. This fee portion will be referred to as the “inception fee.”

At the same time the inception fee is assessed, MARCA will also calculate, in advance, the next quarter’s fee based upon a percentage of the assets contained in your account(s) as of the last business day of that calendar quarter. This fee amount will be calculated by assessing one quarter (1/4) of the total annual percentage charged against the assets in your account(s). The first bill will include the inception fee and the first full quarter’s fee (advanced). Thereafter, each subsequent quarterly fee will be calculated, in advance, based upon the dollar amount of assets in your account(s) as of the last business day of each calendar quarter. Invoices will be generated by the fifth business day of each quarter and payment will be due on or by the final business day of the month in which the invoice is generated

In the event of termination, you will be charged up to the date assets leave our management or a change of dealer request is accepted by the custodian. You will receive a pro rata refund of any pre-paid fees attributable to any period after the date of termination; the refund will be generated within 30 days of the date of discharge and sent to the last known address by check through the U.S. Postal Service.

Percentage of Assets under Management

Account(s) Value	Annual Percentage
\$150,000-\$1,000,000	1.00% to 1.75%
Next \$2,000,000	0.70%
Next \$2,000,000	0.50%
This schedule is used as a guideline only; all fees are subject to negotiation at the sole discretion of MARCA. The minimum annual fee for investment management is \$1500.	

Flat Fees

MARCA charges a flat fee for its financial planning services. MARCA’s flat fee range is from \$750 to \$5,000, depending upon the level and scope of the services required.

The determination of the flat fee amount will vary based upon any number of factors which may be specific to your individual set of circumstances. Advisory services that are anticipated to be more complex will generally warrant a higher flat fee amount. Less complex services may generally result in a lower flat fee amount.

MARCA’s flat fee for providing advisory services is determined based on anticipated work to be done. Since we cannot accurately determine the fee amount until learning about your financial circumstances, it is MARCA’s practice to provide an initial consultation at no cost in order to become familiar with your circumstances. MARCA will obtain information from you verbally using current

information gathering documents approved for use by MARCA. The information gathered during this session will assist us in determining the fee amount for your advisory services.

Also, at your request, MARCA may offer its investment management services for a flat fee. As described above, the flat fee will be negotiated on a case by case basis according to the level and scope of services requested, subject to a minimum of \$1500.

Flat fees will be charged in advance, annually, semi-annually, or quarterly, as outlined in the CAA. In the event the relationship terminates prior to completion of the work, but after five (5) business days from the execution of this Agreement, your liability will be calculated based on the current hourly rate multiplied by the number of hours spent by us on your behalf prior to receipt of your written termination notice.

Hourly Fees

MARCA may charge an hourly fee for its advisory services. MARCA's hourly fees are negotiable, but generally range from \$150 to \$250 on an hourly basis, depending upon the level and scope of the services required.

MARCA's hourly rate is determined based on anticipated work to be done. Since we cannot accurately determine the hourly fee amount until learning about your financial circumstances, it is MARCA's practice to provide an initial consultation at no cost in order to become familiar with your circumstances.

The services that may correspond to the designated hourly fee amount may vary. The determination of the hourly-fee amount will vary based upon any number of factors that may be specific to your individual set of circumstances. Advisory services that are anticipated to be more complex will generally warrant a higher hourly-fee amount. Less complex services may generally result in a lower hourly-fee amount.

MARCA will obtain information from you verbally using current information gathering documents approved for use by MARCA. The information gathered during this session will assist MARCA in determining the most appropriate course of action for your financial and investment activity.

Hourly fee(s) will be billed in arrears, as specific services are performed. Hourly fees shall be calculated by multiplying the number of hours of service performed by the designated hourly rate (i.e. # of hours times designated hourly rate). MARCA shall bill in increments of fifteen (15) minutes.

In most cases, an invoice will be presented to you at the point of service and payment shall be due and payable at that time. Otherwise, an invoice shall be generated no later than the fifth business day of the calendar month following the month in which the service(s) was performed and will be payable by the last business day of that calendar month.

Types of Clients

As an advisory firm, MARCA offers the services noted above to INDIVIDUALS.

Types of Investments

MARCA's investment strategy is generally built around long term purchases of mutual fund shares, exchange-listed securities, securities, certificates of deposit, United States government and municipal securities, and selected alternative investment strategies.

Education and Business Background of Investment Team

Investment Adviser Representative:	Jeanne C. Smith	DOB: 1954
Formal education after high school.		
Institution	Degree / Major	Year Completed
University of Michigan	M.S., Nursing	1993
Univ of Alabama, Birmingham	B.S., Nursing	1976
Business background for the preceding five years.		
Entity	Title	Dates
MARCA, Inc.	President	1997-Present
Triad Advisors, Inc.	Registered Representative	2004-Present
MARCA Care Mgmt, LLC	Partner	2000-Present
College Funding Svcs of AL	Partner	2006-Present
<u>Note:</u> Ms. Smith is also a member of the Financial Advisor Council of Wells Real Estate Funds, Inc., which sponsors real estate investments, including real estate investment trusts ("REITs"), which are available to individual investors through broker dealers and registered investment advisors. As a member of this Council, Ms. Smith may be reimbursed for bona fide and reasonable travel and lodging expenses for up to three training and education meetings per year.		
Chief Compliance Officer:	Ellen T Newport	DOB: 1961
Formal education after high school.		
Institution	Degree / Major	Year Completed
Roanoke College	B.A., Psychology	1984
Business background for the preceding five years.		
Entity	Title	Dates
MARCA, Inc.	Vice President	2006-Present
MARCA, Inc.	Chief Compliance Officer	2008-Present
MARCA Care Mgmt, LLC	Senior Advisor	2006-Present
Financial Case Manager:	M. Tyler McGuire	DOB: 1975
Formal education after high school.		
Institution	Degree / Major	Year Completed
University of Alabama	B.S., Finance/Economics	2003
Business background for the preceding five years.		
Entity	Title	Dates
MARCA, Inc.	Financial Case Manager	2006-Present
Triad Advisors, Inc.	Registered Representative	2006-Present
Ameriprise	Financial Advisor	2005-2006
Client Support Specialist:	Corie Coyne	DOB: 1980
Formal education after high school.		
Institution	Degree / Major	Year Completed
University of Alabama	B.S., Finance/Math/Economics	2004
Business background for the preceding five years.		

Entity	Title	Dates
MARCA, Inc.	Client Support Specialist	2009-Present
Compass Bank	Senior Risk Analyst	2004-2009

Professional Education and Standards

Any associated person of MARCA providing investment advice to the client is required to meet the specific state registration examination requirements in order to provide such advice. This licensing typically involves a state examination (Series 65) or a certification as a financial planner by the Certified Financial Planning Board.

Matters Not Involving Securities

MARCA and certain individuals associated with MARCA may also offer products or services that do not fall within our investment advisory services. In addition, MARCA maintains an active insurance license in the state of Alabama.

Code of Ethics

At MARCA, we take great pride in our commitment to serving our clients' needs and the integrity with which we conduct our business. In our recent history, the financial services industry has come under significant scrutiny, especially in the area of the inherent responsibility of financial professionals to behave in the best interests of their clients.

MARCA has developed a Code of Ethics ("Code") as a means of memorializing our vision of appropriate and professional conduct in carrying out the business of providing investment advisory services. Our Code addresses issues such as the following:

- Standards of conduct and compliance with applicable laws, rules, and regulations
- Protection of material non-public information
- Conflicts of interest
- Employee disclosure and reporting of personal securities holdings and transactions
- The firm's IPO and private placement policy
- Reporting violations of the Code
- Educating employees about the Code
- Enforcement of the Code

Each of MARCA's representatives has been furnished with a copy of our Code and has signed their names to a written acknowledgement of their understanding and acceptance of its terms. A copy of our Code of Ethics is available to all clients and prospective clients upon request.

Interest in Client Transactions

MARCA's personnel may invest for their own accounts or have a financial interest in the same securities or other investments that we recommend for you, our client. Such transactions are permitted if effected, pre-cleared and reported in compliance with MARCA's policy on personal securities transactions. Generally, personal securities transactions will not be pre-cleared when a buy or sell transaction for the same or a related security is pending for the account of a client.

Conditions for Managing Accounts

Generally, MARCA imposes a minimum fee amount for its investment advisory services. Exceptions may be made under certain circumstances (e.g. for related accounts and for the accounts of MARCA personnel and their family members).

Review of Accounts

MARCA's investment management team will review your account(s) semi-annually or annually for suitability as it relates to your goals and objectives as well as investment performance. The team will also assist you in identifying and managing financial risk.

Events that may trigger account reviews in addition to the annual review process may include, but would not be limited to: 1). a notable increase in the volume of requests by you if such transactions appear to be inconsistent with your previously stated investment objectives, 2). requests by you to liquidate certain securities positions/contracts if such transactions appear to be inconsistent with your previously stated investment objectives, or 3). customer complaints.

Number of reviewers: 1 Designated Principal: Jeanne C. Smith, President

Accounts Statements/Report

Quarterly statements will be provided by the custodian (not by MARCA) of the account identifying the account positions by cost basis, current price, and gains/losses for all securities transactions. Upon your request, monthly statements of your account can be provided in lieu of quarterly statements.

Annually or semi-annually, MARCA may offer a summary illustration of your investment assets subject to the advisory services offered by MARCA. This summary illustration may also address assets that are not covered by the advisory services offered by MARCA.

Investment or Brokerage Discretion

MARCA does not exercise discretionary authority over client accounts.

MARCA is not a broker-dealer. Unless you direct otherwise, MARCA will generally recommend that all or your accounts be maintained at, by, or through certain other firms that are unaffiliated with MARCA.

Although not all-inclusive, we may recommend the following broker-dealers:

Broker-Dealer
Triad Advisors, Inc.
SEI Investments Distribution Company

Although not all-inclusive, we may recommend the following custodians:

Custodian
SEI Private Trust Company

Factors that MARCA considers in recommending certain broker-dealers or custodians to clients may include such entity's financial strength, reputation, execution, pricing, and service. In return for effecting securities transactions through these broker-dealers/custodians, we may receive support services that assist us in our investment decision-making process for all of MARCA's clients.

In seeking best execution, the determinative factor is not always the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including factors such as execution capability, commission rates, and responsiveness. Accordingly, although MARCA will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for the client's account transactions.

You may direct MARCA to use a particular broker-dealer (subject to MARCA's right to decline and/or terminate the engagement) to execute some or all transactions for your account. In that case, you will negotiate terms and arrangements for the account with that broker-dealer, and MARCA will not seek better execution services or prices from other broker-dealers. As a result, you may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Contact Us

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