

## **INTRODUCTION**

Insigneo Advisory Services, LLC (“We”, “IAS” or “the Adviser”) is registered with the Securities and Exchange Commission (“SEC”) as an investment adviser. We are not a broker-dealer. It is important for you to understand the difference in fees and services between brokerage firms and investment advisers. To obtain a copy of the Form CRS along with any other additional important information, please visit [insigneo.com/disclosures](https://insigneo.com/disclosures). Free and simple tools are available to research firms and financial professionals at [investor.gov/CRS](https://investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

## **WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?**

We offer investment advisory services to retail clients through discretionary and non-discretionary accounts pursuant to an Investment Advisory Agreement (“IAA”). For discretionary arrangements, this means that we will have full authority with respect to the timing of when a transaction is placed as well as the notional value of securities to purchase or sell in your account without obtaining your consent. The material limitation on discretionary arrangements is dictated by you at the onset of relationship and continues for the duration of relationship until closing of account. For non-discretionary arrangements, you make the ultimate decision with regards to the purchase and sale of securities in your account. The advice we provide is tailored to specific needs, goals, and objectives of each client. We make available internally or externally managed portfolios and also provide portfolio management and administrative services to client accounts, including but not limited to: research, performance monitoring and advising clients as to the disposition of investment opportunities (Consulting Services).

Ongoing monitoring of your account is included as part of the standard services we provide to you. We require a minimum account size of \$100,000 to manage your account, although we reserve the right to waive the minimum and some portfolio options may also contain investment minimums which is subjected to change. We have no material limitations on the type of products we can recommend.

Please see [Form ADV Part 2A \(Brochure\) Items 4, 7, and 13](#) for more detailed information.

### **Ask your Financial Professional (if applicable)**

- *Given my financial situation, should I choose advisory service? Why or why not?*
- *How will you choose investments to recommend to me?*
- *What is your relevant experience, including your licenses, education, and other qualifications and what do these qualifications mean?*

## **WHAT FEES WILL I PAY?**

Fees for the management of accounts will be based upon a percentage of the total assets in the account. We typically receive an annual management fee, between 0.40% and 2.50%, based on the gross asset value of the account, although all rates are negotiable. These fees are generally paid on a quarterly basis. Fees for Consulting Services are typically based on a fixed amount or as a percentage of assets managed, as agreed with the client. All Clients will be subjected to a quarterly platform fee of between .03% to .05%, depending on total assets under management. The platform fee is comprised of various technological charges and services including, but not limited to: fee-billing engine, reporting and rebalancing, operational and administrative services. Additionally, you will also incur certain charges imposed by custodians, brokers, third party investment managers. Such fees may include, but are not limited to: custodial fees, wire transfer and electronic fund fees, amongst others. Separately, we offer Wrap Fee Programs, whereby one fee is charged as a percentage of assets under management and includes the total cost of brokerage activities as well as the platform fee assessed by IAS’s affiliate broker-dealer, Insigneo Securities (“ISEC”).

The more assets you have in the advisory account, including cash, the more you will pay us. We therefore have an incentive to increase the assets in your account in order to increase our fees. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Please see [Form ADV Part 2A \(Brochure\) Item 5](#) for more detailed information

### **Ask your Financial Professional (if applicable)**

- *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

## **WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN ACTING AS MY INVESTMENT ADVISER? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?**

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they affect the recommendations we provide you. Here are some examples to help you understand what this means:

We generally direct execution of all client securities transactions through ISEC which limits the ability of commission rates to be negotiated on an arms' length basis with other execution venues. You may be able to obtain less expensive execution of securities transactions if a broker-dealer other than ISEC is used. Further, IAS has an incentive to route securities transactions through ISEC as its affiliate earns additional revenue (e.g. markups, commissions) when executing transactions on behalf of IAS client accounts.

Additionally, we are under common control with Insigneo Capital S.A., who acts as Investment Manager to certain private placement and/or pooled investment vehicles that may be offered to you, as well as Insigneo Access GP LLC, who acts as general partner of a private fund managed by the Adviser. The directors/ beneficial owners of Insigneo Capital and Insigneo Access GP are also directors / beneficial owners of the Adviser and its affiliates. Insigneo Capital, Insigneo Access GP, its affiliates and their respective members, shareholders, officers and employees and their respective affiliates, may from time to time (1) incur expenses on behalf of the referenced offerings, (2) receive additional compensation for offering such investments, and (3) spend substantial time and attention on other business activities, among others. The Adviser shares supervised persons with Insigneo Securities, Insigneo Capital and Insigneo Access GP. For instance, certain shared supervised persons are entitled to and accept compensation for the sale of securities or other investment products, including trailer fees or service fees from the sale of mutual funds, in their individual capacities and affiliation(s) with the referenced affiliates.

Additionally, the Adviser extends loans or transition assistance to certain IARs when joining IAS that are generally forgivable based on the IAR bringing assets to the Adviser, reaching agreed-upon revenue targets or continuing to remain affiliated with IAS for a specified period of time. A forgivable loan based on a revenue or production target creates a conflict of interest in that the IAR is incentivized to act in a manner that results in the IAR earning more revenue in order to ensure that the loan is forgiven. The IAR has a financial incentive to recommend that a client open and maintain an account with the Adviser because, in addition to the fees that the IAR would earn directly from the client by opening and maintaining an account with IAS, the IAR also benefits if he/she is able to meet the specified production levels or length of service requirements in that the IAR can avoid having to repay the transition loan, which can be substantial. We and our related persons can buy or sell for ourselves securities that we also recommend to you. Such transactions can include trading in securities in a manner inconsistent with the advice given to you. We have policies and procedures to monitor the potential conflicts disclosed above. We render only disinterested and impartial advice to clients and our goal is to comply with fiduciary obligations. We are responsible for recommending investments based on your investment objectives, risk tolerance and time horizon, amongst others.

Please see [Form ADV Part 2A \(Brochure\) Items 10 and 11](#) for more detailed information.

### **Ask your Financial Professional (if applicable)**

- *How might your conflicts of interest affect me, and how will you address them?*

## **HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?**

Our financial professionals receive a percentage of the fee received by the Adviser based on assets under management, according to respective arrangements between the Adviser and each individual financial professional. Additionally, some of our supervised persons accept compensation for the sale of securities or other investment products, in their individual capacities as registered representatives of our affiliated broker-dealer, Insigneo Securities. Please ask us for additional information related to this topic if you have additional questions, or you can find more information about this topic in our ADV Brochure.

### **Ask your Financial Professional (if applicable)**

- *As a financial professional, do you have any disciplinary history? For what type of conduct?*

## **DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?**

Yes, some of our financial professionals have certain disclosures and disciplinary history. However, the Adviser does not have any legal or disciplinary history. Please visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research us or our financial professionals.

### **Ask your Financial Professional (if applicable)**

- *Who is my primary contact person? Who can I talk to if I have concerns about how this person is treating me?*

Your primary contact person is your Investment Adviser Representative. If you should have questions or concerns regarding our services, please contact Compliance at [compliance.advisory@insigneo.com](mailto:compliance.advisory@insigneo.com) or contact us at 305-373-9000.

## **Addendum**

There have been no material changes since the last filing. However, the Firm has initiated the following updates which are listed below:

- Updated language related to the Adviser's capacities when it acts in a discretionary and non-discretionary authority;
- Included an additional disclosure that clients pay an additional platform fee when they establish an advisory relationship with IAS, and;
- Outlined potential conflicts of interest when routing transactions and orders to its affiliate broker-dealer, ISEC.