

# Brighter Financial Capital Management, LLC Client Relationship Summary – Form CRS

## Is an Investment Advisory Account Right for You?

There are different ways you can get help with your investments. You should carefully consider which types of accounts and services are right for you.

### Item 1. Introduction

Brighter Financial Capital Management, LLC (“Firm”, “We”, “Us”, “Our”) is an SEC registered investment advisor and provides advisory services for a fee rather than for brokerage commissions. As a retail investor, it is important to understand the differences between services and fees of an investment advisor and a broker-dealer. *Investor.gov/CRS* offers free and simple tools to research firms and financial professionals. Additionally, it also provides educational materials about broker-dealers, investment advisors, and investing.

### Item 2. Relationships and Services

#### ***What investment services and advice can you provide me?***

We offer the following investment advisory services to you:

**Asset Management:** We will offer you advice on a regular basis. We will discuss your investment goals, design with you a strategy to achieve your investment goals, and regularly monitor your account. We will monitor your account on a discretionary basis (we can buy and sell investments in your account without asking you in advance) and/or a non-discretionary basis (you make the ultimate decision regarding the purchase or sale of investments). We do not limit advisors to proprietary products or a limited menu of products and types of investments. This service will continue pursuant to the terms of the executed Advisory Agreement. We do not have a minimum to open an account.

**Financial Planning:** Services will be provided to you based on your selection on the Advisory Agreement and may include, but are not limited to, a review of investment accounts, including reviewing asset allocation and providing repositioning recommendations; strategic tax planning; a review of retirement accounts and plans that have recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; and education planning with funding recommendations. Services will be considered complete upon delivery of the plan.

**Referral Services:** We recommend/refer the services of Third-Party Money Manager(s) (“TPM”) to manage your account(s). We act as the liaison between you and the TPM in return for an ongoing portion of the advisor fees charged by the TPM. We help you complete the necessary paperwork of the TPM, provide ongoing services to you, and will provide the TPM with any changes in your status as you provide them to us. We will deliver the Form ADV Part 2, Privacy Notice and Disclosure Statement of the TPM. We do not have discretion on these accounts.

**ERISA Services:** We serve as a limited scope ERISA 3(21) Fiduciary that can advise, help and assist plan sponsors with their investment decisions on a non-discretionary basis. Plans are monitored on an ongoing basis. We have a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using us can help the plan sponsor delegate liability by following a diligent process.

We act as an ERISA 3(38) Investment Manager where we offer discretionary management and control of a given retirement plan’s assets. We are solely responsible and liable for the selection, monitoring and replacement of the plan’s investment options on an ongoing basis.

**Sub-Advisor:** If deemed appropriate, we may hire a Sub-Advisor to manage a portion of, or your entire account. In these circumstances, we will continue to monitor the activity of the Sub-Advisor to ensure they are the best fit for your needs.

**Seminars and Workshops:** BFCM holds seminars and workshops to educate the public on different types of investments and the different services they offer. The seminars are educational in nature and no specific investment or tax advice is given.

#### ***Additional Information***

For more information about our services, we recommend reading our ADV Part 2A Items 4, 5, 7 and 10, and Appendix 1.

#### **Conversation Starters**

“Given my financial situation, should I choose an investment 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? What do these qualifications mean?”

### Item 3. Fees, Costs, Conflicts and Standard of Conduct

#### ***What fees will I pay?***

We are paid for our services as follows:

**Asset Management:** The amount paid to our firm and your financial professional generally does not vary based on the type of investments selected on your behalf. The asset-based fee reduces the value of your account and will be generally deducted from your account. Some investments (such as mutual funds and variable annuities) impose additional fees that will reduce the value of your investment over time. Also, with certain investments such as variable annuities, you may have to pay fees such as “surrender charges” to sell the investment. Fees are billed quarterly in arrears. Our fees vary and are negotiable. Generally, the more assets you have in the advisory account, the more you will pay in total fees. We therefore have an incentive to increase the assets in your account in order to increase our fees. You may also pay a transaction fee when we buy and sell an investment for you if you do not participate in our wrap program. You will also pay fees to a broker-dealer or bank that will hold your assets (called “custody”). You pay our advisory fee even if there were no transactions within the account.

**Financial Planning:** We charge a fixed fee payable in either four (4) or 12 equal installments.

**Referral Services:** Our firm and our associated persons may be paid a portion of the fees charged and collected by the TPM in the form of referral fees or consulting fees. Our fees are negotiable depending on the size, complexity of the client’s account(s), the experience and training of the advisor and other business considerations. This situation creates a conflict of interest because we may select a TPM who would pay us

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a larger percentage of the fee. This conflict is mitigated by our fiduciary duty and adherence to our code of ethics. When referring clients to a TPM, the client's best interest will be the main determining factor.

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**Seminars and Workshops:** Seminars are offered for a fee of up to \$100 per person. Fees for seminars and workshops are billed in advance.

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. For more information regarding our fees and costs, review ADV Part 2A Item 5.

### **Conversation Starters**

"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 can affect the investment advice we provide you. Here are some examples to help you understand what this means.

**Revenue Sharing:** We have an arrangement where we share in a portion of the management fee with TPM. This does not change the cost to you, it is a sharing arrangement paid from the TPM's portion of the advisory fee. The TPM will pay us a percentage of the net billing. This situation creates a conflict of interest because we may select a TPM who would pay us a larger percentage of the fee. This conflict is mitigated by our fiduciary duty and adherence to our code of ethics. When referring clients to a TPM, the client's best interest will be the main determining factor.

**Commissions:** Our associated persons may receive commissions from the sale of insurance products and services. This conflict is mitigated by our fiduciary duty and adherence to our code of ethics. When referring clients to purchase insurance, the client's best interest will be the main determining factor.

**Commissions:** Our associated persons may receive commissions from the sale of securities products and services. This conflict is mitigated by our fiduciary duty and adherence to our code of ethics. When referring clients to purchase securities products, the client's best interest will be the main determining factor.

### **Conversation Starters**

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

### **Additional Information**

For more information about our conflicts of interest, we recommend reading our ADV Part 2A, Items 4 and 10.

### ***How do your financial professionals make money?***

Our financial services professionals are compensated based on a percentage of assets they manage, on a portion of the total advisory fees received by us, on hourly fees or fixed fees, by sales commissions, a base salary with discretionary bonuses, with trips and attendance to conferences, including meals and entertainment, for meeting certain levels of businesses and with additional compensation when they obtain a new client for us.

This is a conflict of interest because our financial professionals have an incentive to encourage you to increase your assets in your accounts, recommend our advisory services to you, and recommend you purchase investments that result in additional compensation to them. For more information about our conflicts of interest, we recommend reading our ADV Part 2A, Item 10.

## **Item 4. Disciplinary History**

### ***Do you or your financial professionals have legal or disciplinary history?***

Yes, please visit [Investor.gov/CRS](https://www.investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

### **Conversation Starters**

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

## **Item 5. Additional Information**

To find additional information about us and to request a copy of the *relationship summary*, please send us an email at [megan@clarkfinancialplanning.com](mailto:megan@clarkfinancialplanning.com). If you would like to request up-to-date information as well as to request a copy of the relationship summary, please contact us via phone at 703-796-0957.

### **Conversation Starters**

"Who is my primary contact person? Is he or she a representative of an investment advisor or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?"