



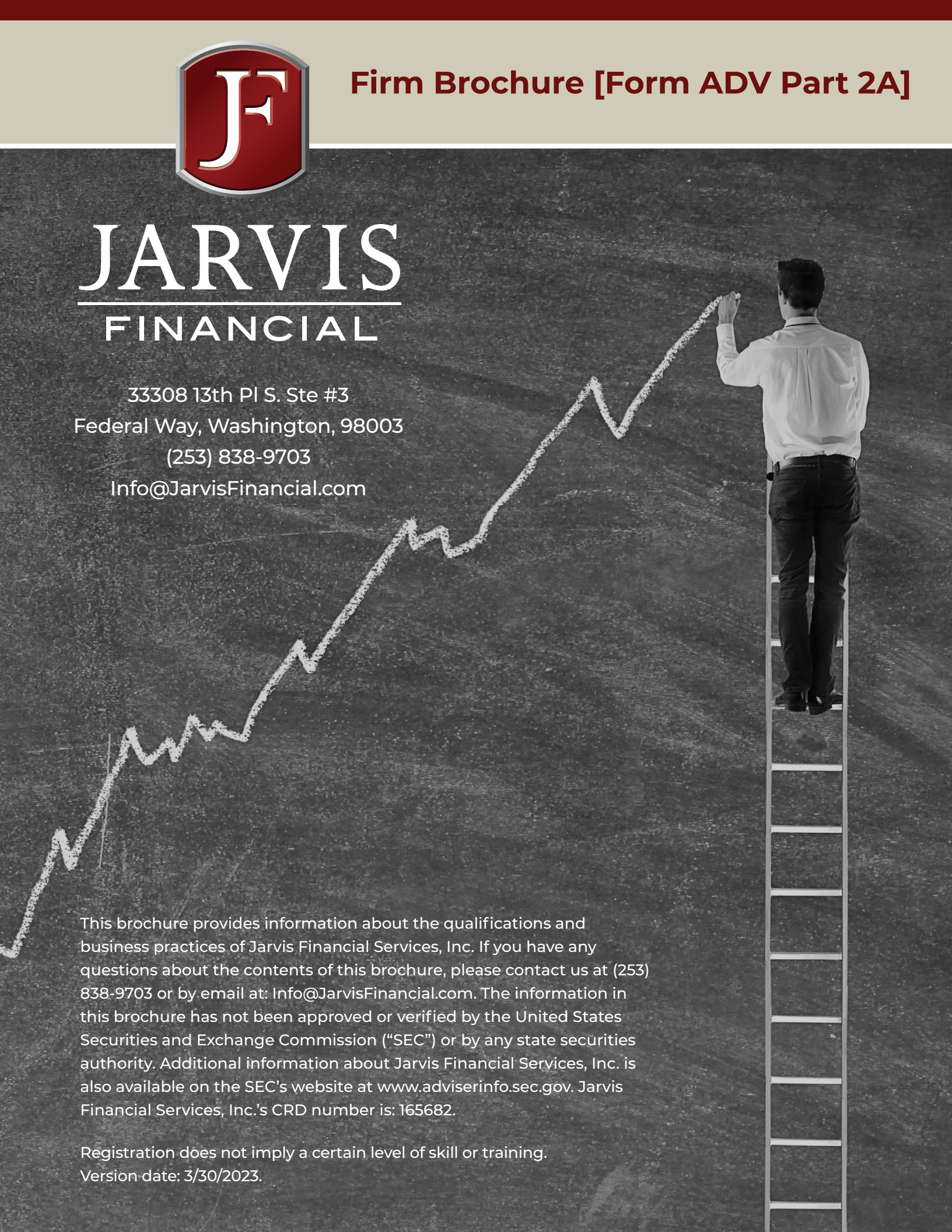
Firm Brochure [Form ADV Part 2A]

# JARVIS

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## FINANCIAL

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This brochure provides information about the qualifications and business practices of Jarvis Financial Services, Inc. If you have any questions about the contents of this brochure, please contact us at (253) 838-9703 or by email at: [Info@JarvisFinancial.com](mailto:Info@JarvisFinancial.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority. Additional information about Jarvis Financial Services, Inc. is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Jarvis Financial Services, Inc.'s CRD number is: 165682.

Registration does not imply a certain level of skill or training.  
Version date: 3/30/2023.



We have not made any material changes to this Form ADV Part 2A brochure ("brochure") since the last annual updating amendment filing dated March 30, 2022.

We have made various minor changes and updates throughout this Brochure intended to improve transparency and readability. These changes are not material.

Our Brochure is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for the Firm is 165682. We may provide ongoing disclosure information about material changes as necessary and will further provide a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, you may request our Brochure by contacting us at (253) 838-9703 or by email at: **[Info@JarvisFinancial.com](mailto:Info@JarvisFinancial.com)**.



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**A | Description of the Advisory Firm**

Jarvis Financial Services, Inc., dba “Jarvis Financial,” is a corporation organized in the State of Washington and an investment advisor registered with the SEC.

Nathaniel P. Jarvis, CFP® began what is now Jarvis Financial in September of 1990. Jarvis Financial was incorporated in 2004 and became an independent registered investment advisor in 2013. Nathaniel’s son, Matthew P. Jarvis, CFP® joined the firm in 2003 and became the firm’s sole owner in 2012. Alexander M. Lynch, CFA® joined Nathaniel and Matthew in 2020 to work together to provide exceptional advice and service to clients.

**B | Types of Advisory Services**

Jarvis Financial Services, Inc. (hereinafter “JFS,” “firm,” “we,” “us,” and “our”) offers the following services to advisory clients (“client,” “you,” and “your”), each of which are designed to help you achieve your financial goals:

**Financial  
Planning**

Financial plans and financial planning may include, but are not limited to advice with respect to some or all of the following financial topics: retirement income, risk management, tax reduction strategies, and investment strategies. Our financial planning advice may be delivered to you in the form of a written financial plan, a shorter report or checklist, or via informal discussions with you (in-person, via telephone or tele-video conference, or via e-mail), as we may agree in a written financial planning agreement.

The majority of our clients receive financial planning services in conjunction with our rendering of investment supervisory services. Those services are further described below. In this scenario, the client retains the sole discretion to accept or reject any of our financial planning advice, in whole or in part, and is responsible for implementation and monitoring of all investments held away from the accounts designated for our investment supervisory services. Our financial planning recommendations to investment supervisory clients are reviewed and updated periodically based on the client’s needs and reasonable requests for such reviews. In all such cases, we will review and update our financial planning recommendations to you at least annually.

On a limited basis, clients can engage us for financial planning services on a standalone basis for hourly fees. Under a stand-alone financial planning engagement, clients retain the sole discretion to accept or reject any of our financial planning advice, in whole or in part, and are responsible for implementation of investments (including the selection of service providers to be utilized), and their ongoing monitoring. Unless otherwise agreed, we do not review or update our financial planning recommendations following their initial delivery to the client.

<b>Investment Supervisory Services</b>	<p>JFS offers ongoing portfolio management services based on the individual goals, objectives, time horizon and risk tolerance of each client. JFS creates an Investment Policy Statement for each client, which outlines the client's current financial situation (income, tax, and risk tolerance levels) and then constructs a plan to aid in the selection of a portfolio that matches with the client's specific situation. Investment supervisory services include, but are not limited to the following: investment strategy:</p> <ul style="list-style-type: none"> <li>• investment strategy;</li> <li>• asset allocation;</li> <li>• risk tolerance;</li> <li>• personal investment policy;</li> <li>• asset selection;</li> <li>• regular portfolio monitoring;</li> <li>• tax efficient investing; and</li> <li>• portfolio income</li> </ul> <p>JFS evaluates the current investments of each client with respect to their goals, risk tolerance levels, and time horizon for investment. JFS will request discretionary authority from client in order to select securities and execute transactions within the client's account held at an independent qualified custodian. With your grant of this authority, we will implement our investment recommendations within your account without obtaining your prior consent to each specific transaction. It is, however, the policy of JFS that whenever reasonable, potential changes are discussed with the client prior to implementation. In all cases, we exercise this authority in a manner consistent with our fiduciary duty to you and our understanding of your unique investment profile, objectives, needs, and restrictions. Risk tolerance levels are documented in the Investment Policy Statement, which is prepared and provided to each client. JFS typically requires clients to use Fidelity Brokerage Services LLC ("Fidelity") (CRD# 7784) as the custodian of their account. JFS has selected Fidelity based on their size, strength, reputation, and low fees. Each year we evaluate the major custodians to ensure that Fidelity is still the best fit for our clients' needs. Our brokerage practices are covered in more detail in Item 12 of this Brochure.</p>
<b>Selection of Other Advisers</b>	<p>JFS has existing relationships with independent third party managers, including Envestnet and RBC for a limited number of legacy client accounts. For this limited group of accounts, the third party manager deducts the total advisory fees payable by the client and remits our portion of the agreed upon fee to us, after deduction of their own advisory fees. We do not share in the fees paid to the third party advisor. However, JFS does not utilize third party money managers for new client accounts. If at some future date JFS decided to recommend third party money managers to clients, each client would receive an updated Form ADV and would be required to execute a revised investment advisory contract.</p>
<b>Services Limited to Specific Types of Investments</b>	<p>JFS uses an extensive process to screen available investment options into a short list of mutual funds, equities (stocks), bonds, fixed income, debt securities, exchange traded funds ("ETFs"), Unit Investment Trusts ("UITs"), real assets, insurance products (including annuities), and government securities that will best accomplish our clients' goals. JFS may use other securities as well to help diversify a portfolio when applicable and suitable to meet with the client's investment needs and objectives.</p>

## C | Client Tailored Services and Client Imposed Restrictions

JFS offers a similar suite of services to all of its clients. However, specific client financial plans and their implementation are dependent upon the client's Investment Policy Statement which outlines each client's current situation (income, tax levels, financial goals and risk tolerance levels) and is used to construct a client-specific plan to aid in the selection of a portfolio that comports with the client's unique investment restrictions, needs, and targets.

JFS believes that financial planning should be specifically tailored to the unique situation of each client. Prior to creating a financial plan or investment recommendations, clients must provide full disclosure of their financial situation including statements, tax returns, estate documents and insurance information. In addition, JFS needs a thorough understanding of a client's financial goals and concerns. Only then can JFS offer recommendations on how to best achieve a client's goals.

Clients may impose in writing restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent JFS from properly servicing the client account, or if the restrictions would require JFS to deviate from its standard suite of services, JFS reserves the right to end the relationship.

## D | Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and any other administrative fees. JFS does not participate in any wrap fee programs.

## E | Amounts Under Management

As of December 31, 2022, JFS managed approximately \$151,074,000 of client assets on a discretionary basis another \$699,000 of client assets on a non-discretionary funds, for total regulatory assets under management of \$151,773,000.

### Item 5

## FEES AND COMPENSATION

### A | Fee Schedule

#### Investment Supervisory Services Fees

Annual Fees	Total Assets Under Management
	Households over \$2,000,000: 1.0% annual fee Households under \$2,000,000: 1.5% annual fee

Clients are charged an annual asset-based fee for these services which is calculated as percentage of the market value of their assets under JFS's management in accordance with the above fee schedule. On rare occasion, we may elect to negotiate these fees depending upon the needs of the client and the complexity of their situation, or other factors we deem relevant. Therefore, certain clients may pay fees which differ from those described in the above fee schedule. The final fee schedule is detailed in a written investment advisory agreement entered with the client prior to the commencement of our services. Fees are paid quarterly, in advance, and clients may terminate their

contracts at any time upon written notice to JFS. Fees are pro-rated for relationships that begin at any time other than the start of a quarterly billing cycle based on the number of days during the period when services are provided. At any time, a client may terminate this agreement and any fees charged for that quarter will be refunded in full. Clients may terminate their contracts without penalty, for full refund, within 5 business days of signing our written advisory agreement.

Financial Planning Fees

Hourly Fees	Depending upon the complexity of the situation, the advisory personnel providing services, and the needs of the client, the hourly fee for these services ranges from \$250 to \$500. The fees are negotiable and the final fee schedule will be included in the written financial planning agreement entered with the client prior to the commencement of our services. All fees are paid upon delivery of our financial planning recommendations.
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B | Payment of Fees

Payment of Investment Supervisory Fees	<p>Advisory fees for investment supervisory services are typically withdrawn directly from the client’s account at the custodian upon the client’s written authorization for direct fee deduction. Fees are paid quarterly, in advance based on the market value of their accounts as of the end of the quarter. Clients will receive a monthly statement from the custodian (i.e., Fidelity) that discloses any advisory fees paid directly to JFS.</p> <p>The custodian of your account (e.g., Fidelity) will independently send an account statement to you on a monthly basis, identifying the amount of funds and each security in your account at the end of the period and setting forth all transactions in the account during that period, including the amount of any advisory fees paid directly to us. The custodian is not responsible to verify our fee advisory calculations. <i>We encourage you to review the custodian’s account statements carefully and promptly upon receipt.</i> If you believe we have miscalculated the advisory fees applied to your account or if you have any other questions regarding your account, you should contact us immediately at the phone number and e-mail address listed on the cover page of this brochure.</p> <p>In limited circumstances, clients will be offered the ability to be billed directly for investment supervisory services. In this situation, a quarterly invoice will be delivered to the client with fees due and payable within 30 days of the date of our invoice.</p>
Payment of Financial Planning Fees	All financial planning fees are paid upon completion and no upfront payments or deposits will be accepted.

## **C | Clients are Responsible for Third Party Fees**

In addition to our advisory fees, clients are responsible for the payment of certain fees charged by third parties such as broker-dealers and custodians (e.g., custodian fees, mutual fund and ETF internal fees and charges, transaction fees, wire transfer fees, etc.). Clients are also responsible for any taxes applicable to transactions or holdings in their accounts. Those fees and costs are separate and distinct from the advisory fees paid to JFS. However, it is JFS's policy to deduct all trade fees paid by clients from our quarterly advisory fee in the quarter following the quarter in which they are charged. This policy creates a conflict of interest, since it may incentivize JFS to trade a client's account less frequently or to select securities for your account that have reduced or waived trading fees. We address this conflict by always managing your account in accordance with our fiduciary duty to you. We always put your best interests first.

## **D | Prepayment of Fees**

JFS collects fees for its investment supervisory services in advance. In the event these services are terminated at any time other than the end of the billing period, we will refund the client for the full amount of all fees collected in advance for the terminating billing period. Fees that had been deducted from a client's account will be deposited back into the client's account within fourteen days. We may charge a pro-rated fee (based on the number of hours of services provided) for financial planning services when these services are terminated prior to their completion. All such fees are due and payable to JFS immediately upon termination.

## **E | Outside Compensation for the Sale of Securities to Clients**

JFS and its related persons do not receive any outside compensation for the sale of securities to clients. Certain related persons of JFS are independently licensed to sell insurance in one or more states acting as a direct agent representative of a specific insurance company or companies. Insurance related business may be transacted with advisory clients and licensed individuals may receive commissions from insurance products sold to clients. This arrangement creates a conflict of interest which is described in further detail in Item 10 of this brochure.

## **F | Rollover Recommendations**

As part of our investment advisory services to you, we may recommend that you roll assets from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, an "IRA Account") that we will manage on your behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts. When we provide any of the foregoing rollover recommendations we are acting as fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts.



If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the advisory agreement you executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to recommend the rollover to you (i.e., receipt of additional fee-based compensation). You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule that requires us to act in your best interests and not put our interests ahead of yours.

Under this special rule's provisions, we must:

- meet a professional standard of care when making investment recommendations (give prudent advice)
- never put our financial interests ahead of yours when making recommendations (give loyal advice)
- avoid misleading statements about conflicts of interest, fees, and investments.
- follow policies and procedures designed to ensure that we give advice that is in your best interests.
- charge no more than a reasonable fee for our services; and
- give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover.

Note that an employee will typically have four options in this situation:

1. leaving the funds in your employer's (former employer's) plan
2. moving the funds to a new employer's retirement plan
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the advantages and disadvantages of both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

[CONTINUED ON THE NEXT PAGE]



## Item 6

# PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

JFS does not accept performance-based fees (or other fees based on a share of capital gains on or capital appreciation of the assets of a client), nor do we participate in side-by-side management of client accounts.

## Item 7

# TYPES OF CLIENTS

JFS generally provides investment advice and/or management supervisory services to the following types of clients:

- Individuals;
- High-Net-Worth Individuals; and
- Pension and Profit Sharing Plans

### Minimum Relationship Size

The services of JFS are best suited to the unique needs of clients whose nest egg exceeds \$500,000. This minimum may be waived by JFS based on the needs of the client, the complexity of the client's financial situation, and/or other factors we deem relevant.

## Item 8

# METHODS OF ANALYSIS, INVESTMENT STRATEGIES, AND RISK OF INVESTMENT LOSS

## A | Methods of Analysis and Investment Strategies

### Methods of Analysis

JFS utilizes a number of strategies to identify only those investments that give our clients the highest probability of achieving their financial goals. The strategies employed by JFS include fundamental analysis, technical analysis, and cyclical analysis. These methods of analysis are used as part of a long-term, buy and hold strategy based on academic research and historical evidence.

**Fundamental analysis** involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

**Technical analysis** involves the analysis of past market data; primarily price and volume.

**Cyclical analysis** involved the analysis of business cycles to find favorable conditions for buying and/or selling a security.

## Investment Strategies

JFS uses long term trading and short term trading.

It is important to remember that ALL investments involve a risk of loss. Securities (stocks, bonds, mutual funds, ETFs) can experience substantial losses.

## B | Material Risks Involved

No investment is free of risks. Current and prospective clients are cautioned that investments in securities involve risk of loss, including the possibility of a complete loss of the amount invested. All investors should be prepared to bear these risks. One of our top priorities is to make sure clients understand the investment risks they choose to take and help them select investment strategies that are appropriate for their risk tolerance.

Clients should note that we typically invest all or a substantial portion of their assets in mutual funds and ETFs. Investors are urged to consult the prospectus or other offering documents of each such mutual fund or ETF for additional risks and other considerations.

## Methods of Analysis

**Fundamental analysis** concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

**Technical analysis** attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

**Cyclical analysis** assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns and 2) if too many investors begin to implement this strategy, it changes the very cycles they are trying to take advantage of.

## Investment Strategies

Long term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can negatively affect investment performance, particularly through increased brokerage and other transaction costs and taxes. As such JFS seeks to minimize the number of trades in client accounts.

Short term trading generally holds greater risk and clients should be aware that there is a material risk of loss using any of those strategies.

JFS attempts to reduce the risk of loss in client accounts. However, investing in securities always involves a risk of loss that you, as a client, should be prepared to bear.

## C | Risks of Specific Securities Utilized

JFS generally seeks investment strategies that do not involve unusual risk beyond that of the general domestic and/or international equity markets.

**Mutual Funds:** Investing in mutual funds carries the risk of capital loss. Mutual funds are not guaranteed or insured by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency. You can lose money investing in mutual funds. All mutual funds have costs that lower investment returns. They can be of bond "fixed income" nature (lower risk) or stock "equity" nature (explained below).

**Equity Investment:** generally refers to buying shares of stocks by an individual in return for receiving a future payment of dividends and capital gains if the value of the stock increases. There is an innate risk involved when purchasing a stock that it may decrease in value and the investment may incur a loss.

**Treasury Inflation Protected/Inflation Linked Bonds:** The risk of default on these bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal.

**Fixed Income:** is an investment that guarantees fixed periodic payments in the future that may involve economic risks such as inflationary risk, interest rate risk, default risk, repayment of principal risk, etc.

**Debt Securities:** carry risks such as the possibility of default on the principal, fluctuation in interest rates, and counterparties being unable to meet obligations.

**Stocks & ETFs:** Investing in stocks & ETFs carries the risk of capital loss (sometimes up to a 100% loss, in the case of a stock holding bankruptcy). Investments in these securities are not guaranteed or insured by the FDIC or any other government agency.

**Real Estate Investment Trusts ("REITs"):** have specific risks including valuation due to cash flows, dividends paid in stock rather than cash, and the payment of debt resulting in dilution of shares.

**Real Assets (including commodities):** We may recommend investments in real assets, including real estate (directly or through real estate investment trusts or other real estate derivatives), infrastructure (assets used to move or store goods, people, information, or energy), and commodity interests (e.g., oil, precious metals, and foodstuffs, typically accessed via commodity based ETFs). Real estate and infrastructure investments involve risks of casualty or condemnation, changes in local and general economic conditions, fluctuations in supply and demand, illiquidity, interest rates and availability of financing, changes in zoning, tax, and other laws, regulatory limitations on rents, property taxes, and operating expenses. The commodity futures interests which underlie commodities futures based ETFs involve significant risks, including high volatility, high leverage, illiquidity, supply and demand risk, environmental and weather related risks, and high transactions costs.

**Long term trading:** is designed to capture market rates of both return and risk. Due to its nature, the long term investment strategy can expose clients to various other types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

**Short term trading:** risks include liquidity, economic stability and inflation.

Past performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.



*Item 9***DISCIPLINARY INFORMATION****A | Criminal or Civil Actions**

Neither JFS nor any of its associated persons have been, or are currently involved in any criminal or civil actions.

**B | Administrative Proceedings**

There are no administrative proceedings to report.

**C | Self-regulatory Organization (SRO) Proceedings**

There are no self-regulatory organization proceedings to report.

*Item 10***OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS****A | Registration as a Broker/Dealer or Broker/Dealer Representative**

JFS and our related persons are not registered as and do not have any pending application(s) to become registered as a broker-dealer or as registered representatives of any broker-dealer.

**B | Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity**

JFS and our related persons are not registered as and do not have any pending application(s) to become registered as a futures commission merchant, commodity pool operator, a commodity trading advisor, or associated persons of any of the foregoing.

**C | Relationships Material to this Advisory Business and Possible Conflicts of Interests**

Nathaniel P. Jarvis, Alexander M. Lynch, and Allen Lee Gentry, IV are licensed in their individual capacities as insurance agents. Where appropriate, and in line with their fiduciary duty to JFS' advisory clients, they may offer clients advice with respect to insurance products and may sell insurance products to clients and collect separate and customary fees and commissions in connection with such transactions. The fees you pay to JFS for advisory services are separate and distinct for any compensation our related persons may receive as a result of selling insurance products to clients. These arrangements create a conflict of interest, insofar as they create a financial incentive for our related persons to recommend insurance products to clients in view of the additional compensation they may receive, rather than the client's best interests. JFS always acts in the best interests of its clients, including with respect to the recommendation and sale of any commissionable insurance products. Clients are never obligated to implement insurance recommendations through any of our related persons. JFS is always willing to disclose any compensation received by our related persons in connection with insurance products. We encourage you to inquire with us regarding the conflicts of interest arising from these insurance licensing of our related persons.

Matthew P. Jarvis is a partial owner of Retirement Tax Services (RTS), a tax preparation company. JFS recommends RTS to advisory clients in need of tax preparation services. Tax preparation services provided by RTS are separate and distinct from our advisory services and are provided for separately and require typical compensation. There are no referral fee arrangements between our firms for these recommendations. No JFS, client is obligated to use RTS for any tax preparation services and conversely, no accounting client is obligated to use the advisory services provided by us. RTS's tax preparation services do not include the authority to sign checks or otherwise disburse funds on any advisory client's behalf.

## **D | Selection of Other Advisors or Managers and How This Advisor is Compensated for Those Selections**

JFS has existing relationships with third party managers including Envestnet and RBC who provide service to certain legacy client accounts with unique investment goals. JFS does not utilize third party money managers for new client accounts. If at some future date JFS decided to recommend third party money managers to clients, each client would receive an updated Form ADV and would be required to execute a revised investment advisory agreement.

### *Item 11*

## **CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS & PERSONAL TRADING**

### **A | Code of Ethics**

While the “Golden Rule” should suffice, we also have a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. Our Code of Ethics is available free upon request to any client or prospective client.

### **B | Recommendations Involving Material Financial Interests**

JFS does not recommend that clients buy or sell any security in which a related person to JFS or JFS has a material financial interest.

### **C | Investing Personal Money in the Same Securities as Clients**

Because we “eat our own cooking,” representatives of JFS may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of JFS to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives benefiting from the recommendations they provide to clients. Such transactions may create a conflict of interest. JFS will always document any transactions that could be construed as conflicts of interest and will always transact client business before transacting in the same securities in their proprietary accounts. Matthew P. Jarvis is a partial owner of Retirement Tax Services (RTS), a tax preparation company. JFS recommends RTS to advisory clients in need of tax preparation services.

### **D | Trading Securities At/Around the Same Time as Clients’ Securities**

Due to the relative size and liquidity of the investments used by JFS, the timing of trades in client accounts vs. personal accounts of our related persons is not expected to influence the pricing received on client trades in the same securities. However, representatives of JFS will conduct all client transactions for a given day before placing any trades in the same positions for their personal accounts. This policy virtually eliminates the potential conflict of interest that could arise if representatives of JFS were to buy or sell securities before or after recommending securities to clients resulting in representatives benefiting from the recommendations they provide to clients.

**A | Factors Used to Select Custodians and/or Broker/Dealers**

As described in Item 4, we require that all clients of our investment supervisory services engage the custodial and trade execution services of Fidelity. We have selected Fidelity for this purpose based on their relatively low transaction fees, customer service, transparency, and access to a broad selection of investment options. Fidelity may charge their own trade fees related to transactions. The client may incur account maintenance and/or money movement charges directly from Fidelity.

In recommending broker-dealers, we have an obligation to seek the “best execution” of transactions in your account. This duty requires that we seek to execute securities transactions for clients such that the total costs or proceeds in each transaction are the most favorable under the circumstances. The determinative factor in the analysis of best execution is not the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of the recommended broker-dealer’s services. The factors we consider when evaluating a broker-dealer for best execution include, without limitation, the broker-dealer’s:

- execution capability;
- commission rates;
- financial responsibility;
- responsiveness and customer service;
- custodian capabilities;
- research services/ancillary brokerage services provided; and
- any other factors that we consider relevant.

Therefore, while we seek competitive commission rates, we may not obtain the lowest possible commission rates for specific account transactions. With this in consideration, our firm will continue to require that clients use Fidelity until their services do not result, in our opinion, in best execution of client transactions.

**1. Research and Other Soft-Dollar Benefits**

JFS receives research, products, or other services from its custodian Fidelity in connection with client securities transactions (“soft dollar benefits”). These soft-dollar benefits are minimal and consistent with industry standard practices. There is no minimum number of clients, assets under management, or amount of commissions generated that JFS must meet to receive free research from any custodian or broker-dealer, including Fidelity. There is no incentive for JFS to direct clients to this particular broker-dealer over other broker-dealers who offer the same services. However, because JFS does not have to produce or pay for certain services or products, it has an incentive to choose a custodian (such as Fidelity) that provides those services based on its own interests rather than the clients’ interests. The first consideration when recommending broker-dealers to clients is

best execution. JFS always acts in the best interest of its clients.

## **2. Brokerage for Client Referrals**

JFS receives does not receive referrals of advisory clients from any broker-dealer or third party in exchange for using that broker-dealer or third party's services.

## **3. Clients Directed Brokerage**

JFS will require clients to use a specific broker-dealer (Fidelity) to execute transactions. Not all investment advisors require their clients to engage the custodial and trade executions services of a specific broker-dealer or custodian. Because clients having accounts managed by our firm are typically required to open accounts with and use the custodial and brokerage transaction services of Fidelity, we may not be able to achieve the lowest cost execution of specific client transactions. Thus, the exclusive use of only Fidelity may cost clients more money compared to other arrangements.

## **B | Aggregating (Block) Trading for Multiple Client Accounts**

JFS maintains the ability to block trade purchases across accounts. Because Fidelity does not discount client trade fees from block trading, the decision to block trade (or not) has no impact on fees paid by clients.

# **Item 13      REVIEWS OF ACCOUNTS**

## **A | Frequency and Nature of Periodic Reviews and Who Makes Those Reviews**

Investment supervisory services accounts are monitored daily and reviewed at least monthly by Matthew P. Jarvis, Nathaniel P. Jarvis, and/or Alexander M. Lynch with the assistance of various software programs. Matthew is the chief advisor and reviews clients' accounts with regard to clients' respective investment policies, risk tolerance levels, and financial goals. All accounts at JFS are assigned to these reviewers.

All financial planning accounts are reviewed upon financial plan creation and initial plan delivery by Matthew, Alexander, and/or Nathaniel. There is only one level of review and that is the total review conducted to create the financial plan. Clients who receive financial planning services in conjunction with investment supervisory services receive periodic reviews and updates to our financial planning recommendation as needed. Stand-alone financial planning clients do not receive updates or account reviews following delivery of our investment planning recommendations unless specifically agreed. The client will pay an additional fee for all such reviews or updates at the agreed upon hourly rate.

## **B | Factors That Will Trigger a Non-Periodic Review of Client Accounts**

Reviews of client accounts and financial plans (for client who receive financial planning in conjunction with investment supervisory services) may be triggered by material market, economic or political events, by changes in the client's financial situations (such as retirement, termination of employment, physical move, or inheritance) or simply at a client's request.

## **C | Content and Frequency of Regular Reports Provided to Clients**

Clients receive standard account statements and trade confirmations from their custodian (typically, Fidelity) on a monthly basis, detailing all holdings and transactions in their account for the covered period, including the amount of any advisory fees paid to JFS from their account. Clients are encouraged to promptly review all account statements and other information received from the custodian of their account. In addition, JFS will send performance reports on a frequency determined by the relationship with each client (typically quarterly). These reports are designed to illustrate the long-term performance of client accounts.



**A | Economic Benefits Provided by Third Parties for Advice Rendered to Clients  
(Includes Sales Awards or Other Prizes)**

Except for any soft dollar benefits we receive from Fidelity described in Item 12 above, we do not receive any economic benefits or other compensation of any kind from any third parties in connection with the investment advice we render to our clients. As your fiduciary, we always put your interests first.

**B | Compensation to Non – Advisory Personnel for Client Referrals**

JFS does not directly or indirectly compensate any of its advisory personnel or any third parties for client referrals.

When you engage us for investment supervisory services, your funds and securities will be held in an account titled in your name and maintained at an independent qualified custodian (typically, Fidelity). The custodian will be authorized to execute trades within your account upon our instruction, acting within the scope of the discretionary authority you grant us in our written advisory agreement and/or the custodian's account opening documents. Except for our ability to directly deduct our advisory fees and to disburse or transfer certain client funds pursuant to Standing Letters of Authorization ("SLOAs") executed at the option of the client, we will not maintain custody of any client funds or securities or the authority to obtain possession of them. Where a client has elected to execute a SLOA, JFS follows the guidance and additional safeguards set forth in the SEC's no-action letter to the Investment Adviser Association dated February 21, 2017. A copy of that no-action letter can be viewed at the following link:

[www.sec.gov/divisions/investment/noaction/2017/investment-adviser-association-022117-206-4.htm](http://www.sec.gov/divisions/investment/noaction/2017/investment-adviser-association-022117-206-4.htm).

We shall have no liability to you for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of any custodian (including Fidelity) or any acts of the agents or employees of any custodian, whether or not the full amount of such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by such custodian. Clients understand that SIPC provides only limited protection for the loss of property held by a custodian.



## *Item 16* **INVESTMENT DISCRETION**

When you engage us for investment supervisory services, we receive discretionary authority from you to select the identity and amount of securities to be bought or sold for your account and the timing of all transactions in such securities without obtaining your prior approval of each specific transaction. In all cases, we exercise this authority in a manner consistent with our fiduciary duty to you and our understanding of your unique investment profile, objectives, needs, and restrictions. Any investment guidelines and restrictions you wish for us to follow must be provided to us in writing. Our discretionary authority is formalized in a written advisory agreement executed by the client and in the account opening documents of your custodian (typically, Fidelity).

## *Item 17* **VOTING CLIENT SECURITIES (PROXY VOTING)**

JFS will accept voting authority for client securities in certain cases. When JFS does accept voting authority for client securities, it will always seek to vote in the best interests of its clients. In the unlikely event of a conflict of interests, JFS will vote all proxies in accordance with the recommendations made by the issuing company's board of directors. Only votes made against the board's recommendations and/or votes presenting a conflict of interest will be specifically recorded. Clients of JFS may obtain the voting record of JFS on client securities by contacting JFS at the phone number or e-mail address listed on the cover page of this brochure. Clients may obtain a copy of JFS's proxy voting policies and procedures upon request. Clients wishing to vote their own proxies are welcome to discuss them with JFS and/or direct their questions to the issuer of the security.

## *Item 18* **FINANCIAL INFORMATION**

### **A | Balance Sheet**

JFS does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

### **B | Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients**

Neither JFS nor its management have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.

### **C | Bankruptcy Petitions in Previous Ten Years**

JFS has never been the subject of a bankruptcy petition.



JFS is a Federally licensed Investment advisor not subject to this item.

**Succession Agreement**

As a fiduciary, Jarvis Financial Services, Inc. has certain legal obligations, including the obligation to act in clients' best interest. Jarvis Financial Services, Inc. maintains a Business Continuity and Succession Plan and seeks to avoid a disruption of service to clients in the event of an unforeseen loss of key personnel, due to disability or death. To that end, Jarvis Financial Services, Inc. has entered into a succession agreement with Merriman Wealth Management, LLC effective April 16, 2015. Jarvis Financial Services, Inc. can provide additional information to any current or prospective client upon request to Matthew Paul Jarvis at (253) 838-9703 or [Info@JarvisFinancial.com](mailto:Info@JarvisFinancial.com).

**Fiduciary Oath**

We believe in placing your best interests first. Therefore, we are proud to commit to the following five fiduciary principles: We will always put your best interests first. We will act with prudence; that is, with the skill, care, diligence, and good judgment of a professional. We will not mislead you, and we will provide conspicuous, full and fair disclosure of all important facts. We will avoid conflicts of interest. We will fully disclose and fairly manage, in your favor, any unavoidable conflicts.

**Privacy Policy**

At JFS we do everything we can to provide our clients with peace of mind. This privacy notice applies to all current and former customers who have shared information with us via our website or phone and in-person conversations. We know you have entrusted us with your financial information and we are committed to safeguarding that private information.

**Categories of information we collect**

We collect your nonpublic personal information in a variety of ways depending on the level and type of services we provide to you. In order to offer the broadest range of services, we collect nonpublic personal information about you from applications, agreements, or other forms we provide and through your transactions with us and non-affiliated third parties that may assist us in processing your requested or authorized transactions.

**Categories of information we disclose**

We may disclose nonpublic personal information about you that we receive from you on applications, agreements, or other forms, such as your name, address, social security number, assets, and income. In addition, we may disclose information about your transactions with us, our affiliates, or others, such as your account balance, payment history, and parties to transactions for the strict purpose of processing a transaction that you have requested or authorized.

### **Categories of parties to whom we disclose information**

We do not and will not sell your personal information to anyone at any time. We disclose non-public personal information about you to third parties that assist us in processing those transactions you have either requested or authorized. These third parties may include custodian banks, broker-dealers, and other financial intermediaries. At times, we may present limited information about a client and their financial situation to a third-party professional with whom the advisor consults and has entered into a confidentiality agreement to complete the work necessary for development of the client's investment strategy.

### **Confidentiality and security**

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. These safeguards are reasonably designed to:

- ensure the security and confidentiality of customer records and information;
- protect against any anticipated threats or hazards to the security or integrity of customer records and information; and
- protect against unauthorized access to or use of customer records or information that could result in substantial harm or inconvenience to any customer.

If you have any questions or concerns with this notice, or would like to discuss your right to opt out of information sharing, please feel free to contact our office at 253-838-9703.

### **The End**

Please contact our office if you have any questions or concerns regarding this document.

