

**Part 2A of Form ADV: *Firm Brochure***

**Atwood and Palmer, Inc.**

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This brochure provides information about the qualifications and business practices of Atwood and Palmer, Inc. If you have any questions about the contents of this brochure, please contact us at 816-931-2266 or [tburch@atwoodpalmer.com](mailto:tburch@atwoodpalmer.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Registration with the SEC or with any state securities authority does not imply a certain level of skill or training.

Additional information about Atwood and Palmer, Inc. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Our firm's CRD number is 104995.

## **Item 2    Material Changes**

The annual summary describes any material changes that may have taken place since the last update of our ADV Part 2A brochure. This could consist of ownership changes, location, a change in fee structure, any disciplinary proceedings, and/or any significant changes to your advisory services. Since our last annual amendment filed on 03/11/2025, we have no material changes to report:

Currently, our Brochure may be requested by calling Teresa Burch, Chief Compliance Officer at 816-931-2266 or [tburch@atwoodpalmer.com](mailto:tburch@atwoodpalmer.com).

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## **Item 4    Advisory Business**

Atwood & Palmer, Inc., an SEC-registered investment adviser, founded in 1990, has provided investment advisory services for over 30 years. Steven N. Palmer, Steven P. Franke, Spencer A. Jones, Peter J. Sowden are the firm's principal shareholders. Teresa Burch is the CCO.

Atwood & Palmer, Inc. enters into a Discretionary Investment Management Agreement with its clients. Atwood & Palmer, Inc. provides individualized discretionary investment management services to various categories of institutional and individual clients who contract with us directly. After thorough discussions, we help create an individualized Investment Policy Statement (IPS) based on client goals, objectives, risk tolerances, liquidity needs and suitability. The IPS dictates how we will customize and manage each client's investment portfolio. The IPS is a document, reviewed regularly, and may be modified as clients' goals, objectives, risk tolerances and liquidity needs evolve.

We manage advisory accounts on a discretionary basis and are guided by the Investment Policy Statement, current and projected market conditions and tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

Client portfolios consist primarily of stocks, exchanged traded funds or fixed income securities. Clients may request Atwood & Palmer, Inc. to invest in securities outside of the firm's normal investment process.

Investments are generally made in individual securities. Atwood & Palmer, Inc. may employ various Exchange Traded Products for further diversification or to gain exposure to other areas of the financial markets (i.e. International and Emerging markets, Commodities, Volatility, etc).

Certain investments involve varying degrees of risk. All investments are recommended and implemented only when consistent with the clients stated Investment Policy Statement.

### **Financial Planning**

We offer comprehensive financial planning for our clients. The cost of creating and maintaining the plan is included in our fee (based off of the assets under management). We provide financial planning services on topics such as retirement planning, risk management, college savings, cash flow, social security, debt management, charitable giving, work benefits, and estate and incapacity planning. Many aspects of the plans we offer are in conjunction with outside professionals, who may have their own fees associated with the plan (i.e., CPA's, Insurance Agents and Estate Planning Attorneys).

We will work with the client to determine the client's personal financial situation and goals and analyze the client's financial documentation to obtain a full picture of the client's financial health. We meet with the client to review the plan and the recommendations. We are always

available to work with the client in implementing the plan. The client will be responsible for the implementation or rejection of the plan as well as communicating changes so the plan can be revised.

Financial Planning is not a science. It is based off assumptions and historical data, which if different, could affect the outcome of the plan. Financial Planning is a process that should be updated as situations and market conditions change. This is communicated to each client we work with. The client is never obligated or required to implement our recommendations.

### **Alternative Investment Selection and Monitoring Services**

Where appropriate and in the client's best interests, Atwood & Palmer may recommend that clients invest a portion of their portfolio in certain privately offered pooled investment vehicles (e.g., private equity funds, hedge funds, commodity pools, and/or other alternative investment vehicles and private placements of securities) (collectively, "Alternative Investments"). Prior to recommending any Alternative Investment to you, Atwood & Palmer will conduct due diligence that may include one or more of the following steps: phone calls, meetings, and e-mail correspondence with the issuer of the Alternative Investment and its management personnel; review of the Alternative Investment's offering materials, critical service providers and portfolio managers; review of the past performance of the Alternative Investment (if any); and review of the overall offering terms. Assuming the Alternative Investment is otherwise suitable and appropriate for investment by the client, we will then recommend the Alternative Investment to you, and you will make the final decision whether to invest. If you decide to proceed with the investment, Atwood & Palmer will assist you in completing the necessary subscription and account opening documentation of the Alternative Investment and will provide monitoring of the investment on your behalf, including phone calls, meetings, and correspondence with the issuer of the Alternative Investment and review of any periodic account statements, notices, financial statements, and/or other information distributed to you by the Alternative Investment and/or its issuer.

### **AMOUNT OF MANAGED ASSETS**

As of 12/31/2025, we actively manage \$2,037,056,697 of client assets on a discretionary basis.

## Item 5 Fees and Compensation

Atwood & Palmer Inc.'s published fee schedules (please see below).

<u>Taxable Accounts</u>		<u>Tax Exempt Accounts</u>	
\$0 - \$2 million	1%	\$0 - \$2 million	0.75%
\$2 - \$5 million	0.75%	\$2 - \$5 million	0.60%
\$5 - \$10 million	0.55%	\$5 - \$10 million	0.35%
Over \$10 million	***	Over \$10 million	***

\*\*\* Investable assets over \$10 million, a flat rate can be calculated based on each client's unique situation.

For donor advised funds, whereby Atwood & Palmer serves as investment adviser, the firm will charge an annual management fee of 0.45% on charitable assets. Atwood & Palmer reserves the right to waive such fees.

For new clients, Atwood & Palmer has a minimum requirement of \$2 million of investable assets. We will look at your entire family relationship when taking the minimum requirement into consideration. In certain circumstances, this minimum can be waived.

Atwood & Palmer, Inc.'s discretionary Investment Management Agreement authorizes the deduction of client management fees directly from the client account(s) at the custodian, or, to invoice the client directly.

Atwood & Palmer Inc. may, for the benefit of the client(s), group related client accounts together to determine the annualized fee.

Atwood & Palmer Inc. calculates and invoices its management fees on a quarterly basis, in arrears, based on the average daily market value of the preceding three months.

Accounts initiated or terminated during a calendar quarter may be charged a prorated fee. Atwood & Palmer, Inc.'s advisory agreement provides that the client may terminate the agreement upon notice to Atwood & Palmer, Inc.

**Limited Negotiability of Advisory Fees:** Although Atwood & Palmer, Inc. has established the aforementioned fee schedule(s), we retain the discretion to negotiate alternative fee arrangements on a client-by-client basis. We may negotiate our investment management fee based upon certain criteria (e.g. historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

**Termination of the Advisory Relationship:** An Investment Management Agreement may

be canceled at any time, by either party, for any reason upon receipt of 30 days written notice. Upon termination of any account, any unpaid fees will be charged to the account or billed to the client directly. The final management fee will be calculated on a prorated basis, accounting for the number of days in the billing period.

**Outside Fund Fees:** All fees paid to Atwood & Palmer, Inc. for investment advisory services are separate and distinct from the fees and expenses charged by any mutual fund, outside fund manager, or exchange traded fund. The details of the fees and expenses can be found in each fund's prospectus. These fees will generally include a management fee, other fund expenses, and occasionally a distribution fee. If the fund also imposes sales charges, shareholders may incur an initial or deferred sales charge. Atwood & Palmer, Inc. does NOT receive commissions or 12b-1 fee compensation.

**Additional Fees and Expenses:** In addition to our advisory fees, clients are responsible for any fees and expenses charged by custodians and imposed by broker-dealers, including, but not limited to, any transaction charges imposed by a broker-dealer. Please refer to the "Brokerage Practices" section (Item 12) of this Form ADV for additional information.

**ERISA Accounts:** Atwood & Palmer, Inc. is deemed to be a fiduciary to advisory clients that are employee benefit plans or individual retirement accounts (IRAs) pursuant to the Employee Retirement Income and Securities Act ("ERISA"). As such, our firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include, among other things, restrictions concerning certain forms of compensation.

**Prepayment of Fees:** Atwood & Palmer, Inc. does not require payment of fees in advance of services rendered.

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

Atwood & Palmer, Inc. does not use a performance-based fee structure or engage in side-by-side management.

## **Item 7 Types of Clients**

Atwood & Palmer, Inc. provides services to individuals, pension and profit-sharing plans, charitable organizations, corporations, trusts and other business entities.

For new clients, Atwood & Palmer has a minimum requirement of \$2 million of investable assets. We will look at your entire family relationship when taking the minimum requirement into consideration. In certain circumstances, this minimum can be waived.

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

Security analysis methods may include fundamental and technical analysis.

**Fundamental Analysis.** We attempt to measure the intrinsic value of a security by looking at economic and financial factors (including the overall economy, industry conditions, and the

financial condition and management of the individual companies) to determine if the security is appropriately valued.

Fundamental analysis does not attempt to anticipate market movements. This presents a potential risk, as the price of a security can move up or down along with the overall market (systemic risk) regardless of the economic and financial factors considered in evaluating the security.

**Technical Analysis.** We analyze past market movements and apply that analysis to the present in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.

Technical analysis does not consider the underlying financial condition of a company. This presents a risk in that a poorly managed or financially unsound company may underperform, regardless of market movement.

**Risks for all forms of Analysis.** Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly available sources of information about these securities are providing accurate and unbiased data. While we are attentive to indications that data may be erroneous, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

## **INVESTMENT STRATEGIES**

We use the following strategies in managing client accounts, provided that such strategies are appropriate to the needs of the client and consistent with the client's goals, objectives, risk tolerance, liquidity needs and suitability, among other considerations:

**Long-term purchases.** We purchase securities with the idea of holding them in the client's account for greater than a year. Typically, we employ this strategy when:

- we believe the securities to be currently undervalued, and/or
- we want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to a client. Moreover, if our predictions are incorrect, a security may decline sharply in value before we make the decision to sell.

**Short-term purchases.** When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time (typically a year or less). We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

**Option strategy.** Atwood & Palmer, Inc. may use options as an investment strategy. An option is a contract that gives the buyer the right, but not the obligation, to buy or sell an asset (such as a share of stock) at a specific price on or before a certain date. An option, just like a stock or bond, is a security. The two types of options are calls and puts:

- A call gives us the right to buy an asset at a certain price within a specific period of

time. We will buy a call if we anticipate that the stock will increase substantially before the option expires.

- A put gives us the right to sell an asset at a certain price within a specific period of time. We will buy a put if we anticipate that the price of the stock will fall before the option expires.

Atwood & Palmer, Inc. may use options to invest in an asset that we anticipate will move in one direction or another. We may also use options to "hedge" a purchase of the underlying security; in other words, we may use an option purchase to limit the potential volatility of a security we have purchased for your portfolio.

**Risk of Loss.** Security investments are subject to market risk, are not guaranteed, and investors may lose some or all of the investment in any particular security.

**Asset Allocation Risk:** A client's relative investment performance will be affected by our ability to anticipate correctly the potential returns, risks, and correlation between the asset classes in which we invest. For example, a client's relative investment performance could suffer if only a small portion of its assets were allocated to equities during a significant stock market advance. Finally, since we intend to assume only prudent investment risk, there will be periods in which our clients' portfolios underperform other portfolios that are willing to assume greater risk.

**Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash to prevent a loss, realize an anticipated profit, or otherwise transfer funds out of the particular investment. Generally, investments are more liquid if the investment has an established market of purchasers and sellers, such as a stock or bond listed on a national securities exchange. Conversely, investments that do not have an established market of purchasers and sellers may be considered illiquid. Your investment in illiquid investments may be for an indefinite time, because of the lack of purchasers willing to convert your investment to cash or other assets.

**Tax Risks:** Tax laws and regulations applicable to an account with Atwood & Palmer may be subject to change and unanticipated tax liabilities may be incurred by an investor as a result of such changes. In addition, customers may experience adverse tax consequences from the early assignment of options purchased for a customer's account. Customers should consult their own tax advisers and counsel to determine the potential tax-related consequences of investing.

## **Item 9 Disciplinary Information**

We are required to disclose any legal or disciplinary events that are material to your evaluation of our advisory business or the integrity of our management. Atwood & Palmer, Inc. has no reportable disciplinary events to disclose.

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

Neither Atwood & Palmer, Inc. nor our employees are registered or have an application to register as a broker-dealer, registered representative of a broker-dealer, futures commission

merchant, commodity pool operator or commodity trading advisor. Atwood & Palmer, Inc. has no financial relationships or arrangements material to our advisory business or to our clients with any of the following:

- Broker-dealer, municipal securities dealer, or government securities dealer or broker
- Financial Planners
- Futures commission merchant, commodity pool operator, or commodity trading supervisor
- Accountant or accounting firm
- Law firm
- Insurance company or agency
- Pension consultant
- Real estate broker or dealer
- Sponsor or syndicator of limited partnerships

Steven N. Palmer (personally) and Atwood & Palmer, Inc. collectively own less-than five percent (5%) of a nationally chartered trust company, National Advisors Holdings, Inc. (NAH). The trust company offers a low cost alternative to traditional custodians and trust service providers.

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

Atwood & Palmer, Inc. has established and adopted a Code of Ethics Policy to further its compliance with federal and state securities laws. Atwood & Palmer, Inc. and its employees shall subscribe to the highest standards of ethical and professional conduct. Any issue that may arise must be resolved in a manner reflecting the client's best interest.

All employees must avoid any event, transaction or position that might be deemed to create a potential conflict of interest with any client's interest. Any variety of activities, events or matters may cause a potential conflict of interest, and if any question arises, the course of action is to refrain from the activity, event or matter.

Any employment or other outside activity by an employee that may result in a conflict of interest for the employee or the firm must be preapproved by the Compliance Officer. Involvement in purely social, religious or charitable organizations typically do not require approval unless it involves funds or securities.

Atwood & Palmer, Inc. and our personnel have a duty of loyalty, fairness and good faith towards our clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Atwood & Palmer, Inc.'s Personal Trading Policy allows employees to maintain personal securities accounts provided all trading activity is consistent with Atwood & Palmer, Inc.'s fiduciary duty to clients and consistent with regulatory requirements. Each employee must identify any personal investment accounts upon employment and annually thereafter, along with reporting all required transactions and investment activity on at least a quarterly basis to the firm's Compliance Officer.

If any person has reason to believe that another employee of Atwood & Palmer, Inc. has violated the Code of Ethics provisions, such person must notify the Compliance Officer or a member of senior management. This information will be maintained with the utmost confidentiality to be dealt with appropriately.

Atwood & Palmer, Inc.'s Code of Ethics further includes the firm's policy prohibiting the use of material non-public information. While we do not believe that we have any particular access to non-public information, all employees are reminded that such information may not be used in a personal or professional capacity.

Atwood & Palmer, Inc. and individuals associated with our firm are prohibited from buying or selling securities for any employee from clients (principal transactions).

Atwood & Palmer, Inc. and individuals associated with our firm are prohibited from acting as a broker for both the client and the counterparty (a person on the other side of the transaction). (agency cross transactions)

Our Code of Ethics is designed to ensure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Atwood & Palmer, Inc. and/or individuals associated with our firm may buy or sell for their personal accounts securities identical to or different from those recommended to our clients.

In addition, any related person(s) may have an interest or position in a certain security or securities which may also be recommended to a client.

It is the expressed policy of our firm that no person employed by Atwood & Palmer, Inc. may execute a purchase or sell transaction when there is a pending buy or sell transaction in the same security in a client account until that order is cancelled or executed, thereby preventing such employee(s) from benefiting from transactions placed on behalf of advisory accounts.

A copy of our Code of Ethics is available to clients and prospective clients upon request. Contact Teresa Burch at 816-931-2266 or [tburch@atwoodpalmer.com](mailto:tburch@atwoodpalmer.com).

## **Item 12 Brokerage Practices**

Atwood & Palmer, Inc. does not have any soft-dollar arrangements and does not receive any soft-dollar benefits.

Atwood & Palmer, Inc. uses more than one broker-dealer and custodian. It does not restrict clients to one entity, the broker-dealer or custodian but allows clients to choose the entity they desire to use. Atwood & Palmer, Inc. executes transactions primarily through the custodian for the account who then acts as the broker-dealer. Atwood & Palmer, Inc. strives to execute securities transactions for clients in such a manner that is most favorable under the circumstances.

Atwood & Palmer, Inc. uses and suggests broker-dealers and custodians to clients and informs them about certain available entities to perform these services, with the intent that the client decides which entities to use based on available information and their own preferences. Atwood & Palmer, Inc. suggests entities considering the full range and quality of services,

including execution compatibility, account access and information, rates, overall fees and account costs and the prior experience, with respect to; responsiveness, service, reputation, honesty, integrity and the financial stability of the custodian, among other possible factors.

If the client selects a firm other than one suggested by Atwood & Palmer, Inc., our ability to negotiate and obtain lower account costs, including commissions, may be lessened. Furthermore, when a client directs that Atwood & Palmer, Inc. use a certain custodian that is a broker-dealer through whom all transactions in the account must be executed, the client may be responsible for negotiating the transaction costs with the broker-dealer. Atwood & Palmer, Inc. may not negotiate transaction costs based on the pre-existing relationship of the client with the custodian and will so inform the client they are responsible for negotiating commissions.

When a client designates a broker-dealer or custodian other than one suggested by Atwood & Palmer, Inc., higher costs may result than might otherwise be available. In these instances, institutional rates negotiated by Atwood & Palmer, Inc. based on volume may be unavailable to the client. Atwood & Palmer, Inc. may be further prohibited from executing a transaction with the dealer, specialist or market maker for the particular security; and transactions may be placed on an agency basis by the custodian, then to the dealer, specialist or market-maker.

In certain instances, Atwood & Palmer, Inc. may allow a custodian, such as a bank, to negotiate transaction costs upon the execution of an order placed by it through the bank as custodian. Because the bank may have higher volume and thereby greater negotiating ability to obtain lower transaction costs, Atwood & Palmer, Inc. places the order with the bank and allows the bank to determine the broker-dealer to be used to execute the transaction. Transaction costs to the client may or may not be higher than obtainable elsewhere, based on the custodian's execution and its ability to negotiate lower transaction costs.

Atwood & Palmer, Inc. will block trades where possible and when advantageous to clients. Block trading may allow us to execute equity trades in a more timely and equitable manner, as well as achieve an average price per share. Atwood & Palmer, Inc. will typically aggregate trades among clients whose accounts can be traded at a given broker-dealer or custodian.

Atwood & Palmer, Inc.'s block trading policy and procedures are as follows:

- 1) In executing substantially identical orders, Atwood & Palmer, Inc. may group orders of clients together for execution. Client accounts remain individually managed according to each client's needs, but if transactions are advisable for a number of accounts at the same time, the orders for the transactions may be grouped together. By grouping these orders, Atwood & Palmer, Inc. intends that better execution and price be achieved.
- 2) In grouping orders for execution, the share amounts are pre-allocated to accounts in advance of the orders being placed. If the order cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated on a pro basis rata among the participating client accounts. A consistent block order trading rotation process is followed. Atwood & Palmer, Inc. may alter or deviate from the block order rotation due to low volume in a stock or the ability to obtain risk offers for blocks that are large relative to the 30-day average trading volume. It can be advantageous

to all accounts to trade low volume or large risk offer blocks earlier in the day as it will increase the likelihood of completing the entire trade. This also helps to ensure best execution for all clients.

3) The portfolio manager must reasonably believe that the order aggregation will benefit, and will enable Atwood & Palmer, Inc. to seek best execution for each client participating in the aggregated order. This requires a good faith judgment at the time the order is placed for the execution. It does not mean that the determination made in advance of the transaction must always prove to have been correct. Best execution includes the duty to seek the best quality of execution, as well as the best net price.

4) If the order will be allocated in a manner other than that stated in the initial statement of allocation, a written explanation of the change must be provided to and approved by the Compliance Officer no later than the morning following the execution of the aggregate trade.

5) Atwood & Palmer, Inc. may combine client orders with advisory personnel accounts who will be managed under an Investment Management Agreement. The advisory personnel accounts receive the same execution and costs as clients and is not preferred in any manner by being included in these group orders.

6) Because of the varying manner in which client transactions may be executed, whether through various client-designated custodians and broker-dealers or at the discretion of Atwood & Palmer, Inc., multiple executions in the same security may occur on the same day at varying prices and commissions for clients. In all instances when executing client transactions, Atwood & Palmer, Inc. strives to act in the best interest of the client.

7) When executing ETP trades (Exchange Traded Products) Atwood & Palmer, Inc. may contact the fund sponsor to discuss optimal trading execution strategies for a particular security.

8) Atwood & Palmer, Inc. has adopted policies and procedures for its order execution. It reviews order execution on a systematic basis to assure correct placement of the order, the best price and best execution and otherwise to protect its clients' interests. It further reviews relationships with the broker-dealer and custodian in their entirety on an annual basis. This annual review covers the same factors considered in initially selecting the broker-dealer and custodian, such as the full range and quality of services, execution compatibility, account access and information, rates, overall fees and account costs, and the prior experience, responsiveness, service, reputation, honesty, integrity and the financial stability of the broker-dealer or custodian, among other possible factors. In particular, Atwood & Palmer, Inc. reviews its past experience and relationship with the broker-dealer or custodian.

9) Atwood & Palmer, Inc. does not recommend or select certain custodians or broker-dealers based on the value of products, research or services received. If products, research or services are received, they are received as part of the execution process or custodial relationship evaluated by Atwood & Palmer, Inc., not in addition to the relationship in exchange for transactions.

10) No client or account will be favored over another.

11) Transactions for any client account may not be aggregated for execution if the practice is prohibited by or inconsistent with the client's Investment Management Agreement with Atwood & Palmer, Inc. or our firm's order allocation policy.

## 12) Trade Errors

Atwood and Palmer, Inc. has the responsibility to effect orders correctly, promptly and in the best interests of our clients. In the event any error occurs in the handling of any client transactions due to Atwood and Palmer, Inc.'s actions or inaction, the policy is to seek to identify and correct any errors as promptly as possible without disadvantaging the client in any way.

## Item 13 Review of Accounts

Atwood & Palmer, Inc. reviews accounts periodically. Accounts are reviewed in the context of the stated Investment Policy Statement. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment. While the underlying securities within each account are continually monitored, client accounts are reviewed regularly.

Reviewers consist of Steven N. Palmer, Portfolio Manager, Steven P. Franke, Portfolio Manager, Spencer A. Jones, Portfolio Manager, Peter J. Sowden Portfolio Manager, Evan Lang, Investment Counselor and Matthew Eilert, Investment Counselor.

In addition to the statements and confirmations of transactions that clients receive from their custodians, Atwood & Palmer, Inc. may provide portfolio summaries, appraisals and other types of reports requested by the client on at least a quarterly basis to clients; and may also include a purchase and sale report if applicable. Atwood & Palmer, Inc. may periodically meet with each client to discuss their objectives, goals, needs, and our assessment of the current investment environment. Statements are furnished by the custodian for each respective account, of which Atwood & Palmer, Inc. also receives a copy.

## Item 14 Client Referrals and Other Compensation

Atwood & Palmer, Inc. may pay referral fees to independent persons or firms ("Solicitors") for introducing clients to us. Whenever we enter into a solicitor agreement with a client, we require the Solicitor to provide the prospective client with a copy of this document (our *Firm Brochure*) and a separate solicitor disclosure statement, which includes; the Solicitor's name and relationship with our firm; the fact that the Solicitor is being paid a referral fee; and the structure of the fee.

For referring business to Atwood & Palmer, Inc., the compensation is based on a percentage of fees received by Atwood & Palmer, Inc. from the client. Each arrangement with a solicitor for client accounts is separately determined. Clients do not pay higher advisory fees as a result of any solicitation arrangement.

The disclosure defines the arrangement with the Solicitor and the client will sign that they are in receipt of the disclosure.

It is Atwood & Palmer, Inc.'s policy not to allow employees to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to our clients.

## **Item 15 Custody**

Clients should receive at least quarterly statements from their qualified custodian that holds and maintains the client's investment assets. Atwood & Palmer, Inc. urges its clients to carefully review the statements and compare the information to the account reports that Atwood & Palmer, Inc provides to you. Our reports may vary from the custodian statement based on accounting procedures, or valuation methodologies of certain securities.

Atwood & Palmer, Inc. is deemed to have custody based on two factors:

- (1) The ability to deduct fees directly from the client's account upon presentation of a bill to the client's custodian;
- (2) Certain clients have established asset transfer authorizations that permit the qualified custodian to rely upon instructions from the Firm to transfer client funds or securities to third parties. These arrangements are disclosed in Item 9 of Part 1 of Form ADV. However, in accordance with the guidance provided in the SEC's February 21, 2017, Investment Adviser Association No-Action Letter, the affected accounts are not subject to an annual surprise CPA examination. The letter provided guidance on the Custody Rule as well as clarified that an adviser who has the power to disburse client funds to a third party under a standing letter of authorization ("SLOA") is deemed to have custody. As such, our firm has adopted the following safeguards in conjunction with our custodians:
  - The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
  - The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
  - The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization and provides a transfer of funds notice to the client promptly after each transfer.
  - The client has the ability to terminate or change the instruction to the client's qualified custodian.
  - The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.

- The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser.
- The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

## **Item 16 Investment Discretion**

Clients may hire Atwood & Palmer, Inc. to provide discretionary investment management services, in which case we have the ability to place trades in a client's account without prior authorization from the client. When clients sign the Investment Management Agreement they give Atwood & Palmer, Inc. discretionary authority.

Our discretionary authority includes the ability to determine the security to buy or sell and/or the amount of the security to buy or sell. The determination of a security and the amount may be limited by the needs, goals and objectives of the client, and any further limitations must be communicated by the client to Atwood & Palmer, Inc. Clients may also change/amend such limitations by modifying their Investment Policy Statement.

## **Item 17 Voting Client Securities**

Atwood & Palmer, Inc. votes proxies for client accounts; however, the client always has the right to vote proxies on their own behalf. Clients should notify Atwood & Palmer, Inc. in writing should they choose to vote proxies for their own accounts.

Atwood & Palmer, Inc., as a matter of policy, will vote proxies for portfolio securities consistent with the best economic interests of the clients. Proxy voting authority is defined in each client's respective Investment Management Agreement.

Atwood & Palmer Inc. uses ProxyEdge, a third-party software to facilitate electronic voting and storage of records. Absent material conflicts, Atwood & Palmer Inc. has elected to vote "For" management proposals, "Against" shareholder proposals, and "Abstain" from all others. This policy demonstrates that there would produce no conflict of interest and any deviation from the stated policy is documented in the proxy records. Any potential conflict of interest would be approved in writing from the Compliance Officer prior to voting deadline.

Clients may request how Atwood & Palmer, Inc. voted on a specific proxy ballot. Atwood & Palmer, Inc. would then respond to the client describing how a specific proxy was voted and why. The request and subsequent response will be documented in the proxy record file.

Clients may instruct Atwood & Palmer, Inc. to vote proxies according to particular criteria (i.e. to always vote with or against management). These requests must be made in writing. We will take voting instructions by contacting us at (816) 931-2266.

With respect to ERISA accounts, we will vote proxies unless the plan documents specifically reserve the plan sponsor's right to vote proxies. To direct us to vote a proxy in a particular manner, clients should contact Atwood & Palmer, Inc. by telephone, email, or in writing.

You may request in writing a copy of the firm's proxy policies and procedures. The request and subsequent response will be documented in the proxy record file. All proxy records are in accordance with the Security and Exchange Commission's 5-year retention requirement.

## **Item 18 Financial Information**

Under no circumstances does Atwood & Palmer, Inc. require or solicit payment of fees in advance of services rendered. Therefore, we are not required to include a financial statement.

Atwood & Palmer, Inc. has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients.

Atwood & Palmer, Inc. has not been the subject of a bankruptcy petition at any time during the past ten years.