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FORM ADV - PART 2A

MARCH 31, 2017

This Brochure provides information about the qualifications and business practices of Summit Investment Management, Ltd. ("Summit"). If you have any questions about the contents of this Brochure, please contact us at (414) 291-4488. 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 Summit (CRD No. 110188), including a copy of its Form ADV Part 1, is available on the SEC's website at www.adviserinfo.sec.gov.

Summit is a registered investment adviser. Registration of an investment adviser does not imply any certain level of skill or training.

# Item 2. Material Changes

There have been no material changes to the contents of this Form ADV Part 2A Brochure since its last annual update dated March 29, 2016.

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# Item 4. Advisory Business

Summit Investment Management, Ltd ("Summit") is a Wisconsin corporation offering investment advisory services such as continuous asset management, since 1987. Summit is majority owned by Gaffney Family Limited Partnership. Summit does not control any other firm.

Summit also offers a wrap fee service which is described in a separate Form ADV, Part 2A "Wrap Fee" Appendix 1 Brochure.

The advisory services of Summit are described in detail below.

#### **Asset Management Services**

#### **Full Service**

Clients receive investment analyses, investment recommendations, and ongoing account monitoring services by Summit Representatives. Summit will exercise discretionary trading authority while providing services. This means that Summit Representatives will have authority to purchase and sell securities of their choice in the amounts and at the times they believe it is suitable for a client's account to do so

The initial investment and asset allocation recommendations are based on the financial information gathered from each client including net worth, risk tolerance, financial goals and objectives, investment restrictions requested by the client and overall financial conditions. Based on this information, the client's Representative provides the client with initial investment recommendations designed to provide an appropriate asset mix consistent with the client's objectives. The client's portfolio and its performance are monitored by the client's Representative in light of the client's stated goals and objectives. The frequency of these reviews and transactions made for a client's account are determined by the Representative. Summit Representatives typically meet with the client on an as-needed or as-requested basis to discuss the portfolio and other aspects of the service. Clients are free to contact their Representative at any time if they have questions about their accounts and are encouraged to do so.

To commence services, clients choosing to invest in wrap accounts are required to open an account with FOLIOfn. FOLIOfn processes all transactions for each client's account in return for a portion of the total asset-based fee charged to clients. Summit and its Representatives do not share in FOLIOfn commissions nor do they receive any compensation from mutual fund companies.

#### Internet-Based Services

The Summit Direct and Catholic Values Direct online services are software based advisory services for clients wishing to invest via the internet. In addition to the portfolios offered with the Full Service option, clients may choose portfolios in specific risk categories. Risk based portfolio recommendations are based on answers to a series of questions regarding the clients' investment preferences and sensitivity to risk.

Clients choosing Internet Based Services will not have regular direct access to a Representative and will not receive personalized communications from Summit. Internet based clients complete a questionnaire intended to determine their risk tolerance, investment horizon, and other relevant investment characteristics. The software will then suggest a portfolio allocation structure for each client based on the answers provided by the client. The suggested allocation will be drawn from the Fundamental Portfolio products offered by Summit and may also include ETFs or mutual funds. Clients can accept the recommendations of the software or chose a primary portfolio of their own choosing. As these are discretionary accounts, Summit will provide periodic rebalancing of the risk based portfolios based on its models and will also manage the accounts in a tax sensitive manner as selected by the client. Clients will be reminded that they have the option to electronically resubmit their questionnaires annually or more often if needed, to enable the software to suggest changes to their portfolio allocation structure based on changes in their financial circumstances.

To commence internet based services, clients are required to open an account with FOLIOfn. Representatives of Summit do not share in FOLIOfn commissions or fees. Each client will have access to monthly custodial reports produced by FOLIOfn, through FOLIOfn's website.

Investments are not held by Summit. Instead, all investments managed by Summit are typically held at the brokerage firm through which transactions are placed. In the cases of wrap accounts or internet based accounts, FOLIOfn will be the custodian.

Summit does not assure or guarantee the results of its Asset Management Services; thus, losses can occur from following Summit's advice pertaining to any investment or investment approach, including using conservative investment strategies.

As of the date of December 31, 2016 Summit had assets of \$66,376,000 under discretionary management and none under non-discretionary management.

#### **Licensor Services**

Summit is a licensor of certain of its model portfolios for investment programs offered by First Affirmative Financial Network, LLC ("FAFN"). Summit licenses FAFN to use its model portfolios with their clients.

# Item 5. Fees and Compensation

Fees paid to Summit are for Summit advisory services only. The fees do not include, for example, the fees charged by third parties such as third-party managers, or accountants and attorneys assisting with providing the client with accounting and legal advice. Commissions on transactions and other account fees will also be charged by brokerage firms in accordance with the account's brokerage firm's normal commission schedule. See Item 12, Brokerage Practices.

Prospective clients should be aware that, in addition to Summit's advisory fees, if mutual funds are employed in a client's portfolio, each mutual fund in which a client's assets are invested also pays its own advisory fees and other internal expenses which already have been deducted from the fund's reported performance. Depending on the fund, a client may be able to invest directly in the shares issued by the fund with or without incurring any sales or third-party management fees. Account maintenance fees are also deducted by the custodian.

In addition, there are tax effects pertaining to fund share redemptions, and other sales, made by Summit on behalf of clients. Redemptions and sales are taxable events which may accelerate

the recognition of capital gains, and losses, and frequent redemptions and sales may result in short-term, rather than long-term, capital gains and losses.

Upon signing a Summit advisory agreement, Clients acknowledge receipt of this ADV Part 2A brochure. All clients have the right, if they have not received this ADV Part 2A brochure within 48 hours prior to signing the agreement, to terminate the agreement within 5 business days without penalty. All fees on non-investment advisory activities are negotiated.

Fees payable to Summit for its Asset Management Services are, with the client's prior permission, automatically deducted from the client's account when due. Clients of the Fundamental Portfolio Series receive an advance billing notice via email from FOLIOfn that details the fee calculation and fee amount to be deducted. All other Full Service accounts will receive reports from Summit, showing the fee calculation and fee amounts to be debited. Summit will liquidate money market shares to pay the fee and, if money market shares or cash value are not available, other investments will be liquidated. Authorization for the deduction of fees is contained in the Investment Advisory Agreement. Full Service clients may terminate the authorization for automatic deduction at any time by notifying Summit in writing.

# **Full Service Asset Management Services Fees**

Annual Standard Fee Schedules:

Full Service Balanced and Equity Fee Schedule*		
Value of Managed Portfolio	Annual Fee	
Up to: \$10,000,000	1.00%	
Next: \$10,000,000	0.75%	
Over: \$20,000,000	Negotiated	
Full Service Fixed Income Fee Schedule*		
Full Service Fixed Income	Fee Schedule*	
Full Service Fixed Income  Value of Managed Portfolio	Fee Schedule*  Annual Fee	
Value of Managed Portfolio	Annual Fee	

<sup>\*</sup> All Full Service Account investment advisory fees are negotiable

Co-Advisory Fee Schedule		
Value of Managed Portfolio	Annual Fee	
Up to: \$10,000,000	2.00%	
Next: \$10,000,000	1.80%	
Over: \$20,000,000	1.00%	

Under a three-party agreement where another manager or counselor ("Co-Adviser") is assisting the client, the Co-Adviser receives a portion of the advisory fee with the remaining going to Summit.

For fee purposes, all related Full Service accounts are treated as one pool of assets. Within the Full Service level, an administrative fee of \$250 may be assessed for each additional account beyond two accounts if the objectives differ. Fees are billed quarterly payable in advance for the next quarter for Full Service accounts. For the purpose of determining fees, the market value of assets under management shall be measured on the last business day of the immediately preceding calendar quarter.

Full Service clients can terminate the investment advisory agreement at any time upon thirty (30) days written notice from one party to the other. In the event of termination, clients are entitled to a prorated return of the fee, not including the 30 day notice period.

#### Internet Based Fundamental Portfolio Series Services Fee

The fees for Summit Direct and Catholic Values Direct accounts established via the website follow:

#### ANNUAL STANDARD INTERNET BASED FEE SCHEDULE

All Amounts of \$10,000 or More – 0.50%

Fees are billed monthly and are payable in advance for the next month for Summit Direct and Catholic Values Direct accounts. For the purpose of determining fees, the market value of assets under management shall be measured on the last business day of the immediately preceding calendar month.

Internet Based Clients can terminate the investment advisory agreement at any time by written notification to the other party. In the event of termination, Summit Direct and Catholic Values Direct clients are not entitled to any prorated return of the fee. Also upon notification of termination no further action will be taken with the assets within the account, the client is responsible for the sale of or transfer of the assets to another custodian.

# **Licensor Service Fees**

For this service with FAFN, Summit receives a fee of 40 basis points. FAFN provides all direct client-related services, including establishing objective, risk parameters, and allocation guidelines.

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

Summit does not charge performance-based fees. All fees are disclosed above.

#### Item 7. Types of Clients

Besides providing services to individuals, savings institutions, pension and profit sharing plans, trusts, charitable organizations, estates and business entities, Summit also provides advisory services to partnerships and other investment advisors.

Summit's minimum Full Service account size, is \$250,000, but that minimum may be waived under certain circumstances. Summit Direct and Catholic Values Direct Internet Based Services require a minimum account size of \$10,000, which also may be waived under certain circumstances.

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

Summit may provide structured or passive fixed income approaches.

The investment of funds in bonds and stocks requires monitoring and judgment of macro and micro economic factors, the focal point of the Advisors efforts are on:

INFLATION - Level and trend

INTEREST RATES - Level and trend

FISCAL POLICY – Taxation of corporate profits, interests, dividends and capital appreciation.

ECONOMY & INDUSTRY SECTORS - Level and trend of corporate profitability.

The investment valuation process requires utilization of a variety of sources, many of which are included in this section, in order to provide the basis for objective and subjective informed judgments. Some that are utilized and not specifically mentioned are government and Federal Reserve publications and reports. Anecdotal evidence that is used may come from numerous sources, particularly industry associations, business executives, and seminars on economic, business and investment subjects.

Summit has entered into an Affiliation Agreement with an outside vendor ("*Vendor*"). Under the terms of this Agreement, Vendor agrees to provide Summit with a list of publicly traded companies engaged in businesses that are not aligned with Catholic values. This list represents those companies that do not qualify as morally responsible investments in accordance with the United States Conference of Catholic Bishops ("USCCB") guidelines. Vendor also agrees to perform other functions, such as providing Catholic value advocacy initiation and coordination with companies that do not meet USCCB guidelines. Combining this company information with its investment process, Summit has constructed portfolios oriented towards achieving Catholic values. In return for providing this company research information and performing other functions, Summit has agreed to give Vendor a sliding scale of 30% to 10% of the fees it receives from managing client investments in the Catholic portfolios it has developed.

The investment advice provided by Summit is generally tailored to the specific objectives and guidelines of each individual client or client group. However, whatever approach is utilized is related to the risk level the client is willing to assume. In general, the styles utilized will clearly suit the client's needs. While short sales, margin transactions and option strategies are not generally employed, certain client circumstances may dictate otherwise (i.e., short sales against the box). In a general sense, the price performance of a class of securities or a specific security will dictate whether a long or short-term holding period is appropriate. Changes in the tax law regarding capital gains and income for taxable entities occur frequently and require monitoring, and adjustment in the investment approach may be necessary. However, turnover of client securities will be dictated by special client requirements and investment judgments.

Summit does not guarantee the results of the advice given. Thus, significant losses can occur by investing in any security, or by following any strategy, including those recommended or applied by Summit.

# Item 9. Disciplinary Information

Summit does not have any disciplinary information to report regarding itself or any of its counselors or other related persons.

# Item 10. Other Financial Industry Activities and Affiliations

The principal activity of Summit is providing investment advice. Infrequently, consulting services on financial matters, valuations of corporations and other similar services are provided on a fee basis. Such services represent less than 5% of the applicant's time on an annual basis.

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

Summit's portfolio managers may buy and sell the same securities they recommend to clients. To the extent such transactions could adversely impact on transactions contemplated for client accounts, client transactions are given priority. A file is kept on each transaction that occurs.

Summit has established a Code of Ethics applicable to all persons at the firm who have access to confidential client records or to recommendations being made for client accounts. Designed to prevent conflicts of interest between the financial interests of clients and the interests of Summit's staff, the Code requires such "access persons" to obtain preapproval of certain securities transactions, to report transactions quarterly and to report all securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain employee securities purchases and sales based on transactions made, or anticipated to be made, in the same securities for client accounts. Client accounts are always given trading preference to or, in the case of grouped trades, are traded simultaneously with, accounts belonging to firm employees and associates. The Code also establishes certain bookkeeping requirements relating to the new federal reporting rules. The Code is required to be reviewed annually and updated as necessary. A complete copy of the firm's Code is available upon request

# Item 12. Brokerage Practices

In all Full Service client relationships, except where a client has directed Summit to use a specific broker, Summit has discretion over the broker to be utilized. For certain programs Summit requires clients to use FOLIOfn.

Summit intends to receive competitive executions, which include the price paid or received for the security as well as the commissions paid, as these two items relate to the size of the transaction in an individual account. For those programs that utilize FOLIOfn, Summit has negotiated what it believes to be competitive trading fees with FOLIOfn on its clients' behalf. Summit and its Representatives do not share in FOLIOfn commissions nor do they receive any compensation from mutual fund companies.

Although it is recognized that they may impact each client by varying degrees at different points in time, the criteria used in the selection of broker-dealers to effect security transactions includes, but is not necessarily limited to (1) providing research and related services desired by Summit to effectively provide the highest quality service to all Summit's clients. (2) preferences of clients; (3) the availability of securities of an underwriting or from a principal market maker; (4) financial position of an executing broker; (5) executing capability and commission levels; (6) quality of custodial services; and (7) quality and timeliness of service provided.

Clients should be aware that there is no direct link between Summit and FOLIOfn in connection with the advice Summit gives to Clients. Summit receives economic benefits through the custody and operating relationships it has with FOLIOfn that are typically not available to other retail investors. These benefits include Summit's Internet Based Service platform and other products and services (provided without cost or at a discount): duplicate client statements and confirmations; research-related products and tools; consulting services; access to a trading desk serving advisory representative participants; and access to block trading (which provides the ability to Summit to aggregate transaction orders for numerous clients when it believes it is in the clients' best interest to do so. When the aggregated order is filled, each client participating in the blocked order receives an average price. Summit and its employees' accounts may be part of an aggregated order placed to purchase or sell a particular security. Thus, when Summit's or a related person's account holds the same security that is within one or more client accounts, or needs to purchase the same security that one or more client accounts will purchase, there is an inducement for Summit to create the block because the average price may be better than the price the related account could have achieved alone. In all cases, client needs and objectives are placed ahead of those of Summit and its related persons' accounts.

Clients should be aware that the receipt of the economic benefits described above by Summit from FOLIOfn, in and of itself, creates a potential conflict of interest and may indirectly influence Summit's recommendation of FOLIOfn for custody and brokerage services.

Occasionally, Full Service clients will request or require Summit to select certain broker-dealers to execute transactions on their behalf. By directing brokerage, clients forgo potential benefits from savings on commissions and execution costs that Summit may be able to obtain for other clients through negotiated volume discounts on batched orders.

Internet based clients are required to trade through FOLIOfn. Summit has negotiated what it believes to be competitive trading fees with FOLIOfn on its clients' behalf. Summit and its Representatives do not share in FOLIOfn commissions nor do they receive any compensation from mutual fund companies.

Summit does not direct brokerage to any broker-dealers as compensation for client referrals. Summit also does not have any commission recapture agreements with broker-dealers under which a portion of the commission dollars are used to pay Summit's operating costs or expenses.

Summit does not intend to have any of its affiliated persons act as broker to execute any brokerage transactions for its client accounts.

### Item 13. Review of Accounts

All client accounts, excluding those Summit Direct and Catholic Values Direct clients who do not accept the portfolios designed by the software system or target date or risk based portfolios, have established objectives and guidelines suited to their particular needs. All securities acquired will be appropriate to the client's specific needs. Actions are taken in each security for all clients as a group, unless there are peculiar client circumstances which would dictate otherwise. Items that would indicate action be taken would include among others, changing economic and market conditions, changing fundamental outlooks for industries and companies, the objectives and guidelines for each client portfolio, the shift in asset mix caused by market price change, addition or withdrawal of capital by the client and other factors, either related to the securities owned or the client objectives that cannot be readily identified in advance, such as an "act of God." Each Fundamental Portfolio model is formally reviewed by the responsible portfolio manager at least monthly. In addition, a formal review of the account with the client is offered at least annually or more frequently if requested or as circumstances warrant, except for those clients with Summit Direct or Catholic Values Direct accounts, which have no direct Representative contact.

For Summit Direct and Catholic Values Direct portfolio accounts, reviews of the portfolio are conducted on a quarterly basis by the portfolio manager.

All traditional clients typically receive a quarterly appraisal of the portfolio. This is accompanied by a letter or a memorandum enclosure discussing strategy. A formal meeting with the client may be substituted for a written communication. For all clients, individual security transactions in the clients' accounts are provided by the executing broker through the confirmation process. Other data may be furnished to the client, dependent on individual needs and the availability of such data.

### Item 14. Client Referrals and Other Compensation

Summit may also enter into Solicitation Agreements with individuals qualified to solicit client relationships for Summit. Such agreements call for the relationship of Summit and Solicitor to be fully disclosed to the client including the remuneration to be received by the Solicitor.

### Item 15. Custody

Summit does not take custody of client accounts. Client accounts receive the safekeeping services provided by the brokerage firm processing the securities transactions ordered by Summit.

To the extent a client receives any account or other investment ownership statement from Summit, Summit recommends the client carefully compare the information on the report to the information on the custodian's statements.

#### **Item 16. Investment Discretion**

When providing Asset Management Services either directly or through the Internet Based Services, Summit will exercise discretion when granted authority to do so by its clients. Most clients grant discretionary authority to Summit. When doing so, it allows Summit to select the securities to buy and sell, the amount to buy and sell, when to buy and sell, and the commission

rate paid, without obtaining specific consent from the client for each trade. Clients should be aware that Representatives and Summit's Internet Based Service may make different recommendations and effect different trades with respect to the same securities to different advisory clients. Each client has the ability to provide restrictions to that authority by written request, except in the Internet Based Services program. Commissions and execution of securities transactions implemented through the custodian/broker dealer recommended by Summit may not be better than the commissions or execution available if the client used another brokerage firm. However, Summit believes that the overall level of services and support provided to the client by custodians and broker-dealers whom Summit recommends outweighs the potentially lower costs that may be available from other brokerage service providers.

In those instances where an order error occurs by Summit, it is Summit's policy to reverse the order to make the client's account whole.

# Item 17. Voting Client Securities

Clients are solely responsible for the voting of proxies and Summit will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to securities held in a client's account, unless the client is subject to the Employee Retirement Income Security Act (ERISA) and has not specifically reserved the responsibility and authority to vote proxies for the Account. In these ERISA cases only, the following are Summit's proxy voting policies.

# **General Policy**

Summit acts as fiduciary and vote's proxies in a way that it believes will be consistent with the best interest of the beneficial owners of the accounts and will maximize the market value of their investments. Although Summit may consult with a third party on proxy issues, no outsider, including a client, will dictate Summit's proxy voting.

Summit generally supports routine business matters, unless Summit views support as contrary to the best financial interest of the shareholders. Summit carefully reviews proposals for changes in status of a company, to determine whether such changes (such as mergers of restructurings) benefit the financial interests of the shareholders, and votes accordingly. Proposals that restrict shareholder democracy are generally not supported if such proposals restrict the rights of shareholder, particularly shareholders' ability to realize the value of their investment, and proposals that increase shareholder democracy are generally supported. Compensation proposals are reviewed individually using the same standards. However, all such matters are reviewed on a case-by-case basis and voted based on the financial interest of the shareholders.

#### **Conflicts of Interest**

On occasion, it is possible that Summit will encounter some type of conflict between a proxy vote and a relationship Summit has with a company or client. Summit is aware that such conflicts might exist; however, Summit will always vote in the best interest of the shareholders. In the case of a conflict, Summit may discuss the conflict and/or the vote with the client. Summit will consult with an independent third party as well. Such conflicts and the actions taken will be documented.

# Recordkeeping

Summit will maintain records of its proxy votes in accordance with the Investment Advisers Act of 1940 and preserve such records for the 6 calendar years following the time any proxy vote is cast by Summit, keeping the most recent 2 full calendar years of proxy voting records in Summit's office.

#### **Disclosure**

Summit provides this summary of its proxy voting policy to all of its advisory clients and will provide clients with records of proxy voting information for their own proxies at a client's request in accordance with Rule 204-2 of the Advisers Act.

A complete copy of Summit's Proxy Voting Policies and procedures is available upon request.

#### Item 18. Financial Information

Summit does not require or solicit fees of more than \$1,200 six months or more in advance, thus no financial statement for Summit is attached. Summit does not have any financial condition that is reasonably likely to impair its ability to meet its contracted commitment to any client.

# Item 19. Requirements for State-Registered Advisers

Background Information. See the attached Schedule(s) 2B brochures for background information about management personnel and those giving advice on behalf of Summit.

Other Business. Summit and its supervised persons are not engaged in any business not described in this or the Schedule 2B Brochure.

Performance Based Fees. See Item 5 above regarding compensation for advisory services with performance based fees.

Legal Events. Neither Summit nor any of its management persons has been involved with (1) any arbitration claim of any kind; (2) any self-regulatory organization or administrative proceeding of any kind other than as specified in response to Item 9.

Relationships. Neither Summit nor any of its management persons have a relationship with an issuer of securities.

### POLICY REGARDING TREATMENT OF CONFIDENTIAL INFORMATION

Summit Investment Management, Ltd. ("Summit") strongly believes in protecting the confidentiality and security of information it collects about you. This notice describes the firm's privacy policy and describes how we treat the information we receive about you.

# Why We Collect and How We Use Information

When we evaluate your request for our services, provide investment advice to you and process transactions for your account, you typically provide us with certain personal information necessary to provide advice and process transactions. We may also use that information to offer you other services we provide which may meet your investment needs.

#### **What Information We Collect**

The personal information we collect may include:

- Name and address;
- Social security or taxpayer identification number;
- Assets:
- Liabilities;
- Age;
- Occupation;
- Income;

- Account balances and positions;
- Investment objective and risk tolerance;
- Investment activity;
- Accounts at other institutions; and
- Other financial and personal information.

#### **How We Protect Information**

We do not sell your personal information to anyone.

We treat information about current and former clients and their accounts in a confidential manner. Our employees may access information and provide it to third parties only when completing a transaction at your request or providing our other services to you.

At your request, we may disclose information to attorneys, accountants, lawyers, securities professionals, and others to assist us, or them, in providing services to you. We may also share information with companies that perform services on our behalf, such as the companies that we hire to perform marketing or administrative services. Companies we may hire to provide support services are not allowed to use your personal information for their own purposes. We may make additional disclosures as permitted by law.

#### We Limit How, and With Whom We Share Your Information

We do not sell your personal information to anyone. We may disclose information about you with your consent to our employees, affiliates, representatives and their affiliated businesses. We may disclose information to nonaffiliated third parties when providing services to you. Nonaffiliated third parties may include retirement plan sponsors or third-party administrators, mutual fund companies, insurance companies and agencies, third-party advisory firms, banks, broker-dealers, transaction clearing firms, accountants, lawyers, securities

professionals, companies that assist us with the maintenance of required records, and others to assist us, or them, in providing services to you.

We may also share information with companies that perform services on our behalf, such as the companies that we hire to perform marketing or administrative services. Companies we may hire to provide support services are not allowed to use your personal information for their own purposes. We may also make additional disclosures as permitted by law.

We will also share the information we received from you as required by laws and rules applicable to you, client account service providers, Summit or Summit's Representatives.

If you close your account, in the process of transferring your accounts we may share your information with the new broker/dealer, investment adviser or custodian that you or your Summit Representative selects. Your Summit Representative may use the personal information about you in his or her files to provide you with information regarding the new firm, account transfer procedures and documents.

If you prefer that we not share your nonpublic personal information (except in those circumstances described above that are permitted or required by law), you may opt out at any time by notifying us not to share information. To notify us, please call us at (414) 291-4488. You will be asked to provide identifying client information at that time, including your Social Security Number.

For accounts that are held jointly by more than one client, any of the account holders may opt out on behalf of the other account holders. Any opt out instructions received from one owner of a joint account will apply also to individual accounts in that person's name, as well as other accounts held jointly by that person, based on the account information we have.

#### **Access To and Correction of Information**

Generally, upon your written request, we will make available information for your review. Information collected in connection with, or in anticipation of, any claim or legal proceeding will not be made available.

If your personal information with us becomes inaccurate, or if you need to make a change to that information, please contact us at the number shown below so we can update our records.

#### **Further Information**

For additional information regarding our privacy policy, please contact Summit Investment Management, Ltd., 400 East Wisconsin Avenue, Suite 102, Milwaukee, Wisconsin 53202, or calling (414) 291-4488.