



## Form CRS Client Relationship Summary

February 17, 2022

### Item 1. Introduction

- A. **Compass Financial Management LLC is registered with the Securities and Exchange Commission as an investment advisor and we provide investment advisory services rather than brokerage services.** Investment advisory services and brokerage services and fees differ and it is important for the retail investor to understand the differences. This document gives you a summary of the types of services we provide and how you pay. Please ask us for more information.
- B. Free and simple tools are available to research firms and financial professionals at [www.Investor.gov/CRS](http://www.Investor.gov/CRS) which also provides educational materials about broker-dealers, investment advisors, and investing.

### Item 2. Relationships and Services

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

**Services:** We offer investment advisory services, retirement plan consulting services to plan sponsors and non-investment consulting services to retail investors.

**Monitoring:** If you engage us for investment management services or retirement plan consulting services, we monitor your portfolio or retirement plan on an ongoing basis and encourage an annual review of your investment objectives, financial situation and account performance.

**Investment Authority:** If you engage us for investment management services, we buy and sell investments in your account without asking you in advance, this is called “**discretionary authority.**” If you engage us for retirement plan consulting services we will give you advice and you decide what investments to buy and sell, this is called “**non-discretionary account.**”

**Limited Investment Offerings:** Our investment advice is not limited to a particular type of security. We offer advice on stocks, bonds, fixed income securities, mutual funds and/or Exchange Traded Funds (ETFs).

**Account Minimums:** Our cumulative minimum account requirement for opening and maintaining an account is \$250,000 and/or a minimum annual investment advisory fee of \$1,200 to provide investment advisory services. This is negotiable.

**Ask us for our Form ADV Part 2A Brochure for complete details about our services and fees.**

**Additional Information:** We have been registered as an investment advisor since 2012 and with the Securities and Exchange Commission as of March 6, 2020. Our legal name is Markowski Brothers Holding Corporation and we operate under the name of Compass Financial Management LLC. The owners of the firm are Matthew Markowski, CCO, Michael Markowski and Christopher Markowski.

#### *Questions you should ask your financial professional.*

*Given my financial situation, should I choose an investment advisory service? Why or why not?*

*How will you choose investments to recommend to me?*

*What is your relevant experience, including your licenses, education and other qualifications?*

*What do these qualifications mean?*

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

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

**Principal Fees and Costs:** You will pay an on-going mutually agreed **asset-based fee** payable either monthly or quarterly, in advance or arrears for any of our services, based on the value of the cash and investments in your advisory account. The more assets there are in a retail investor’s advisory account, the more a retail investor will pay in fees, and the firm may therefore have an incentive to encourage the retail investor to increase the assets in his or her account. Our standard fee ranges from 1.00% and 1.95% based on the value of your assets. Our fees vary and are negotiable. The amount you pay will depend, for example, on the services you receive and the amount of assets in your account. **Other Fees and Costs:** Some investments (such as mutual funds) impose additional fees that will reduce the value of your investment over time. You may pay brokerage and transaction fees when we buy and sell an investment for you. You will also pay fees to a broker-dealer or bank that will hold your assets (called “**custody**”).

**Additional Information:** *You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Refer to our Form ADV Part 2A Brochure, Item 5.A.B.C.D. for more detailed information about our fees.*

***Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me? What are your legal obligations to me when acting as my investment advisor? How else does your firm make money and what conflicts of interest do you have?***

## **B. Standard of Conduct**

***When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means.*** The more assets there are in a retail investor's advisory account, the more a retail investor will pay in fees, and the firm may therefore have an incentive to encourage the retail investor to increase the assets in his or her account.

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

**Additional Information:** Matthew, Michael and Christopher Markowski, owners of Compass are also the owners and manage Markowski Investments, a federally registered investment advisor firm. Michael and Matthew Markowski and Joshua Markowski are involved in the investment advisory process for Markowski and Compass. Some of our professionals are also licensed to sell various insurance products. These registered individuals will receive commissions for the sale of insurance products to you which creates a conflict of interest. Clients are free to choose if they want to purchase these products and from whom to purchase them from. All fees associated with these products will be disclosed to the client in advance.

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

We are paid an asset-based fee that is charged to your investment advisory account. Some of our professionals also receive commissions for the sale of securities or insurance products. Clients always have the right to choose if they want to purchase these products and from whom to purchase them.

## **Item 4. Disciplinary History**

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

Yes. Search tools are available to retail investors who visit [www.investor.gov/CRS](http://www.investor.gov/CRS) to research our firm and financial professionals.

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

## **Item 5. Additional Information**

**Contact Matthew Markowski, CCO, Phone: (813) 831-5168 for additional information or a copy of this disclosure, or by visiting our website at: <http://www.compassfmlc.com>**

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

## **Investment Management Agreement**

*This Agreement entered into between Compass Financial Management LLC (CFM), an investment advisor registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 as amended, and:*

*\_\_\_\_\_ (“Client”). In consideration of the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:*

- 1) CFM shall have overall supervisory responsibility for the general management and investment of the assets and portfolio securities of the Client (the “managed assets”) subject to the Client's stated investment objectives and any direction which the Client may issue to CFM from time to time.
- 2) CFM shall provide overall investment programs and strategies for the Client, shall revise such programs as necessary and shall monitor and report periodically to the Client concerning the implementation of the programs.
- 3) CFM, with the approval of the Client as to particular appointments, may appoint one or more persons or companies (“Advisors”) and, subject to the terms and conditions of this Agreement, Advisers shall have full investment discretion and shall make all determinations with respect to the investment of the Managed Assets. CFM shall be solely responsible for paying the fees and expenses of such Advisers for its services. Additionally, CFM may directly develop portfolio strategy for client's investments, with Adviser input, if portfolio size criteria are not met.
- 4) CFM shall advise the Client of the investment advisers which CFM believes are best suited to invest the Managed Assets; shall monitor and evaluate the investment performance of Advisers; shall recommend changes of Advisers when appropriate; shall supervise the investment activities of Advisers to ensure compliance with the Client's investment objectives and with restrictions and limitations applicable to the Managed Assets; and shall compensate Advisers.
- 5) CFM shall render regular reports to the Client of the portfolio investments and measurement and analysis of the results achieved with respect to the Managed Assets.
- 6) CFM will supervise and retain overall responsibility for the placement of orders for the execution of securities transactions. In the absence of specific instructions from Client, CFM intends to delegate to Advisers the selection of brokers and dealers to execute securities transactions. Securities transactions will be allocated to brokers and dealers for execution on such markets, as such prices and at such commission rates (which may be in excess of the rates another broker would charge) as in good faith judgment of CFM will be in the best interest of the Client, taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general portfolio management capabilities of Advisers, and the value of an ongoing relationship of Advisers with such brokers and dealers) without having to demonstrate that such factors are of a direct benefit to the Client. Consistent with the foregoing, Advisers themselves may effect securities transactions for the Client's account and receive commissions there for.
- 7) CFM represents that it is registered as an investment adviser under the Investment Advisers Act of 1940, and agrees that during the terms of this Agreement, it will remain so registered. CFM will comply with the Investment Advisers Act of 1940 and the rules and regulations promulgated thereunder and with applicable state law requirements.
- 8) For the services provided pursuant to this Agreement, commencing on the date hereof, Client will pay as full compensation a percentage fee of the Managed Assets outlined on page 6 (Fee Structure). If this Agreement becomes effective subsequent to the first day of a quarter or terminates before the last day of a quarter, compensation or reimbursement for the part of the period shall be prorated in a manner consistent with the calculation of the fees set forth above.
- 9) Client may terminate this Agreement immediately upon giving notice to CFM within five (5) business days of the date of this Agreement. In addition, CFM and Client shall each have the right, on giving ten (10) days written notice to the other, to terminate this Agreement without the payment of

any penalty. In the event of any such termination, advanced fees shall be reimbursement in a prorated manner.

- 10) No assignment of this Agreement shall be made in any manner without Client's consent thereto.
- 11) It will be Client's responsibility to advise CFM of the Client's investment objectives and of any changes or modifications therein as well as any specific investment restrictions applicable thereto and to give CFM prompt written notice if Client deems any investments made for Client's account to be in violation of such objectives or restrictions. Unless Client notifies CFM in writing of specific restrictions, the investments recommended for, or made on behalf of, the Client's account shall not be restricted thereby. (See page 6)
- 12) Client understands that profits cannot be assured on every transaction, and that there can be no guarantee that the overall investment effort will be profitable. It is further understood that CFM is acting as the agent of Client, and all securities and other property in the portfolio are held and traded solely at and for the risk of Client. CFM shall not be liable or responsible for any act or failure to act of any broker, bank or similar agent utilized by CFM in effecting any transaction on Client's behalf, or for the financial solvency of any such broker, bank or agent.
- 13) The parties hereby agree that any controversy between us arising shall be submitted to arbitration conducted before the National Association of Securities Dealers, Inc. and in accordance with its rules. Arbitration must be commenced by written demand for arbitration or a written notice of intention to arbitrate.

No person shall bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until; (i) the class certification is denied; (ii) the class action is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

- 14) Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to a jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

### **Trading Authorization**

The Client hereby authorizes Compass Financial Management LLC (CFM) as his or her agent and attorney in fact to buy, sell (including short sales) and trade in stocks, bonds, options contracts and any other securities and/or commodities and/or contracts relating to the same on margin or otherwise in accordance with your terms and conditions for the Client. In addition, the Client hereby specifically authorizes CFM to make transactions which would result in uncovered short positions in options contracts or in the uncovering of any existing short position in options contracts. The Client hereby agrees to indemnify and hold CFM harmless from and to pay promptly on demand any and all losses arising therefrom or debit balance due thereon.

CFM is authorized in every respect concerning the Client's account(s) including deliveries of securities and payment of moneys. In all matters and things aforementioned, as well as in all other things necessary or incidental to the furtherance or conduct of the Client's account(s), CFM in fact is authorized to act for the Client and in the Client's behalf in the same manner and with the same force and effect as the Client might or could do including execution of any agreements in connection with the Client.

The Client hereby ratifies and confirms any and all transactions heretofore or hereafter made by CFM.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which are under any other agreement or agreements between the Client and CFM.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the Client by a written notice to CFM, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of CFM and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of CFM or any successor firm.

### **Department of Labor PTE 2020-02**

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest 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 interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

The PTE allows investment advice fiduciaries to receive compensation by providing fiduciary investment advice, including advice to roll over a participant's account from an employee benefit plan to an IRA or from one IRA to another.

### **Compass Financial Management LLC Privacy Policy**

Compass Financial Management LLC (CFM), a SEC Registered Investment Advisory Company, maintains information pertaining to its clients' investment accounts with the strictest confidence. CFM does not share this information with any third party other than the following:

Westminster Financial Securities, Inc.'s Privacy Policy applies to all client information collected by Westminster Financial Securities, Inc. as a service provider for CFM (copy provided under separate cover). Additionally, CFM shares information with those parties that require information only in order to assist it in processing client requests and/or servicing client accounts, or if required to do so by regulation or law.

CFM may submit information provided by you to third party credit and/or verification bureaus in order to comply with the identity verification requirements of the USA PATRIOT Act. By establishing this account you specifically authorize CFM to verify through means of its choosing and in its unrestricted discretion that the information you have provided is true and accurate. Providing false information is illegal and subject to federal criminal and/or civil penalties.

For more information regarding this policy please contact the following:

Compass Financial Management LLC  
2422 W Sunset Dr. Tampa, FL 33629  
Phone: (813)831-5168

### **Westminster Financial Securities, Inc. Privacy Policy**

Westminster Financial Securities, Inc. maintains information pertaining to its client's investment accounts with the strictest confidence. Westminster does not share this information with any third party other than the following:

Westminster shares information pertaining to its client accounts with other subsidiaries of Westminster Financial Companies, Inc., its parent organization. These subsidiaries include Westminster Financial Advisory Corporate, a S.E.C. Registered Investment Advisory Company and Westminster Financial Agencies, Inc., a licensed Insurance General Agency.

Additionally, Westminster shares information with those parties that require information only in order to assist Westminster in processing client requests and/or servicing client accounts, or if required to do so by regulation or law.

Westminster may submit information provided by you to third party credit and/or verification bureaus in order to comply with the identity verification requirements of the USA PATRIOT Act. By establishing this account you specifically authorize Westminster to verify through means of its choosing and in its unrestricted discretion that the information you have provided is true and accurate. Providing false information is illegal and subject to federal criminal and/or civil penalties.

For more information regarding this policy, or if you object to the sharing of information as described above, please contact Westminster Financial Securities, Inc., by phone at 800-235-PLAN or by mail at: Westminster Financial Securities, Inc., 50 Chestnut Street, Suite A-200, Beavercreek, Ohio 45440.

Please acknowledge below that you have reviewed the policy and have received a copy for your records.

**Fee Structure**

A flat per annum percentage rate of **1.00%** shall be charged based on the portfolio market values.

All accounts will be billed quarterly in arrears at the appropriate rate based on the average market value of the previous quarter.

The above fee structure shall remain in effect unless this agreement is terminated or otherwise negotiated on the following account(s):

Account Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year written below and **acknowledge the receipt of a current copy of the Compass Financial Management Privacy Policy and Part II of Form ADV or equivalent brochure of Compass Financial Management, DOL PTE 2020-02 along with Form CRS and Westminster Financials' Privacy Policy.**

Compass Financial Management: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The SEC requires Registered Investment Advisors to provide their clients with certain documents about their firm on an annual basis. Please sign the space below to grant us authorization to send these required annual firm documents (Form ADV2A, ADV2B, CRS and the Compass Financial Management Privacy Policy) to you electronically instead of physical mail.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Investment Restrictions:**

**Retention of Certain Securities:**



## Department of Labor PTE 2020-02 Rollover Analysis

Investment Advisor:

Please explain the investment options and available fees associated with the current plan:

What are the costs associated with the rollover:

What alternatives were considered and their costs:

Explain the basis for the rollover recommendation:

Signatures:

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Investment Advisor

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CCO