



## Advisory Services Network, LLC Form CRS (Client Relationship Summary)

Rev. 6/12/2020

### Introduction

**Advisory Services Network, LLC** (“ASN”) is an investment adviser registered with the Securities and Exchange Commission (“SEC”). Investment advisory and brokerage services and fees differ and it is important for the retail investor to understand the difference. 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 advisers, and investing.

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

ASN offers investment advisory services to retail investors through a network of independent Investment Adviser Representatives (“financial professionals”). Our advisory services include asset management, financial planning, investment consulting and wrap fee programs. We also offer advisory services by referring clients to unaffiliated investment advisers. If we charge an ongoing asset-based fee, we will perform ongoing monitoring of your account(s) based upon the scope of services described in your client agreement(s). If we only provide one-time services (i.e. creating a financial plan), we will not monitor your account(s). ASN does not provide brokerage services.

You have the choice to receive discretionary or non-discretionary asset management from us. With discretionary management, our financial professional will make all of the investment decisions. For non-discretionary accounts, the client will make all of the investment decisions based upon our financial professional’s recommendations. We generally require that you have a minimum account size of \$25,000, but we may allow exceptions at our discretion.

**For additional information**, please see ASN’s ADV Part 2A, Disclosure Brochure, Items 4 and 7 and our Wrap Brochure which can be found using this hyperlink: <https://adviserinfo.sec.gov/firm/brochure/146051>.

#### **Here are some questions to use to start a conversation with 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 those qualifications mean?*

### What fees will I pay?

You will pay a fee for our services based upon the type of service you receive. This can include asset-based fees, fixed fees, hourly fees and wrap program fees. Any fees paid and the frequency charged will be agreed upon by you when contracting with ASN for investment advisory services.

- Asset-based fee – the fee is a percentage of all assets in your account, charged on an ongoing basis
- Fixed fee – the fee is a set amount, charged either one-time or on an ongoing basis
- Hourly fee – the fee is a set amount and based upon the aggregate number of hours of service provided
- Wrap Program fee – the fee is an inclusive, or wrap, fee including an asset-based fee for services, custodial and trading fees, charged on an ongoing basis

You will typically also pay other fees, depending upon your account type. These fees include custodian fees, account maintenance fees, transaction fees and other ancillary fees that are detailed in our [Disclosure Brochure](#). ASN does not receive any portion of these ancillary fees.

**You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.**

**For additional information** about our fees and to review our fee schedules, please review Item 5 Fees of our Disclosure Brochure found here: [Disclosure Brochure](#).



***Here are some questions to use to start a conversation with your financial professional:***

- *Help me understand how these fees and costs might affect my investments.*
- *If I give you \$100,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means:

When our firm charges you an asset-based fee, you should be aware that the more assets that are in your retail account, the more you will pay in fees. Therefore we have an incentive to encourage you to increase the assets in your account in order to increase our fee.

Some of our firm's financial professionals are also licensed insurance agents, registered representatives, CPAs and tax preparers. They will receive commissions, fees and/or other compensation for these services. ASN does not share in any of these outside fees or commissions. These financial professionals have an incentive to recommend these services to you in order to increase their compensation.

***For additional information*** about our conflicts of interest, please review Item 5 Fees of our Disclosure Brochure found here: [Disclosure Brochure](#).

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

We pay our financial professionals a portion of the advisory fee(s) we receive from you. As noted above, our financial professionals have an incentive to have more assets in your account if they are paid by an asset-based fee. If they receive an hourly rate, they have an incentive to bill for more hours of work.

***Here is a question to use to start a conversation with your financial professional:***

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

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

ASN has not been the subject of any legal or disciplinary events, however certain financial professionals with our firm have legal and disciplinary history. Visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research ASN and our financial professionals.

***Here is a question to use to start a conversation with your financial professional:***

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

**Additional Information**

***For additional information*** about ASN's investment advisory services may be requested by contacting our Compliance Department by phone at (877) 352-0449 or by e-mail at [info@advservnet.com](mailto:info@advservnet.com). We will provide you with a copy of our relationship summary and current brochure at any time without charge.

***Here are some questions to use to start a conversation with your financial professional:***

- *Who is my primary contact? 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?*

# Actus Capital Management

A Member of Advisory Services Network, LLC

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(337) 323-9793

## *Disclosure Brochure*

*August 1, 2025*

This brochure provides information about the qualifications and business practices of Advisory Services Network, LLC (“ASN”). If you have any questions about the contents of this brochure, please contact Thomas C. Prescott, Managing Member, at 770.352.0449. 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.

ASN is an investment adviser registered with the SEC. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an investment adviser are intended to provide you with information to assist in your determination as to whether or not to retain the services of that investment adviser.

Additional information about ASN, CRD Number 146051, also is available on the SEC’s website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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## **Item 2 Material Changes**

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**Advisory Services Network has made no material changes to its brochure since its last annual update, dated March 28, 2024.**

Currently, our brochure may be requested by contacting our compliance department by phone at (770) 352-0449 or by e-mail at [compliance@advservnet.com](mailto:compliance@advservnet.com). We will provide you with a copy of our current brochure at any time without charge.

Additional information about us and about our investment advisory representatives (“IARs”) is also available via the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Information about your IAR may be found in the IAR’s supplement to our brochure.

*Advisory Services Network, LLC*

*SEC Number 801-71112*

*CRD Number 146051*



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## **Item 4 Advisory Business**

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Advisory Services Network, LLC (“ASN”, we, us, our, ours), located in Atlanta, Georgia, is a Limited Liability Company organized under the laws of the State of Georgia. Thomas C. Prescott and David E. Paulukaitis founded ASN in 2009 and are our principal owners. ASN is registered as an investment adviser with the Securities and Exchange Commission (“SEC”).

We offer investment advisory services through a network of independent Investment Adviser Representatives (“IARs”, advisory representative) who conduct business under the ASN name or another of our branded business names. For more information about the IAR providing advisory services, you should refer to the Brochure Supplement for the IAR. The Brochure Supplement is provided by the IAR along with this brochure before or at the time you engage the IAR. If you did not receive a Brochure Supplement for the IAR, you should contact the IAR or ASN at [compliance@advservnet.com](mailto:compliance@advservnet.com).

Our IARs who use branded business names are noted as a member of the Advisory Services Network, LLC because they are registered with and offer advisory services through us. The term “member” does not imply any ownership interest in or control of ASN.

Our IARs may individually manage the investment assets of their clients as well as recommend or select independent third-party investment managers to manage all or a portion of client investment assets. Our IARs work with you to identify your investment goals, objectives, and risk tolerances in order to structure an investment account and an investment strategy that is consistent with your stated investment objectives.

Our IARs also provide investment consulting services that may include comprehensive financial planning or may address specific needs you identify.

### **Portfolio Management Services**

The investment accounts managed by our IARs may consist of stocks, bonds, mutual funds, exchange-traded funds (ETFs), options, and alternative investments such as limited partnerships and real estate investment trusts.

Our IARs may also recommend that a portion of your portfolio be allocated to a third-party manager as described below under the heading, “Third-Party Investment Advisory Services.” The services and fees of such manager will be fully described in its



disclosure brochure. Under Portfolio Management Services, the third party manager's fees will be separate and distinct from our advisory fee.

Your investment accounts and the investment strategies utilized are based upon your specific individual investment objectives, goals and risk tolerances. Our IARs may periodically adjust your account (a process referred to as "rebalancing") to help ensure that your investment account remains consistent with your objectives, goals, and risk tolerances.

Our IARs rely upon you to notify them of any changes in your objectives, goals and risk tolerances, as well as any other material changes in your personal circumstances (such as your employment, marital status, financial condition, etc.). These changes may require changes in your investment account and the investment strategies employed.

Our IARs may manage your investment account on either a discretionary basis (meaning that you authorize your IAR to make specific investment decisions on your behalf) or non-discretionary basis (meaning that your IAR must obtain your specific prior approval before each transaction can be effected for your investment account).

Whether your IAR is authorized to exercise discretion with respect to your investment account is your choice. When you establish an advisory relationship with us, we will ask that you authorize us in writing through the ASN investment advisory agreement how you would like your IAR to handle your account.

The scope of the discretionary authority that you may grant to one of our IARs is limited to selecting specific investments for your account and deciding how to allocate your assets among those investments. Your IAR may decide if and when to buy, hold, or sell those investments. Once you have granted discretionary authority to your IAR, it is effective until you change it or revoke it in writing.

You may impose any reasonable restrictions upon the manner in which your IAR manages your investment account. For example, you may restrict the management of your account to certain types of investment products or investment strategies.

### **Wrap Fee Program**

ASN offers a wrap fee program through which we provide portfolio management services as outlined above, for one fee. The wrap fee includes our advisory fee, custodial and brokerage fees. This program is more fully described in our *Advisory Services Network, LLC Wrap Fee Program Brochure*. This brochure will be provided to clients utilizing our wrap fee program and free of charge to any client upon request.

A wrap fee program may cost you more or less than purchasing these services separately, depending on the amount of trading activity in your account, the value of services that are provided to you under this program, and other factors. Therefore, IARs may have a financial incentive to recommend the wrap fee program over other programs or services. Generally, wrap programs may result in higher overall costs to you in accounts that experience little trading activity. Please review the costs carefully with your IAR to determine whether our wrap fee program is appropriate for your circumstances.

We do not manage wrap accounts differently from how we manage non-wrap accounts.

### **Assets Under Management**

As of December 31, 2024, we managed approximately \$8.5 billion in client assets on a discretionary basis (meaning our advisory representatives made all of the investment decisions). Approximately \$106 million in client assets were managed on a non-discretionary basis (meaning our clients made the investment decisions based upon our recommendations).

### **Third Party Investment Advisory Services**

Our IARs may recommend that all or a portion of your portfolio be allocated to unaffiliated third party investment managers. We have entered into agreements with various third-party investment managers to provide investment management services for our clients. Your IAR will use the information you have provided about your investment objectives, goals, and risk tolerances, as well as other relevant information, to identify a third-party investment manager(s) whose investment strategies appear appropriate for you.

Some of the other relevant information considered in recommending a third-party investment manager include (but are not limited to):

- ✦ your preference for certain types of investments or investment strategies;
- ✦ your investment time horizon;
- ✦ the size and composition of your investment account;
- ✦ your tax considerations;
- ✦ your IAR's prior experience with and preferences for particular investment managers;
- ✦ the fees charged by the investment manager; and
- ✦ the experience and capabilities of the investment manager.

### **Financial Planning Services**

Your IAR may prepare and provide you with a comprehensive, written financial plan designed to help you achieve your financial goals and investment objectives. The



preparation of such a plan requires that you provide your IAR with personal data such as family records, employment records, budgeting, assets, liabilities, estate information, and tax information. The financial plan may address any or all of the following as you request and/or direct:

- asset protection
- tax planning
- business succession
- strategies for exercising stock options
- cash flow
- education planning
- estate planning
- risk management
- multi-generational planning
- wealth transfer
- charitable gifting
- long-term care and disability planning
- retirement planning
- insurance planning
- asset allocation comparisons

Should you choose to implement the recommendations contained in your financial plan, we encourage you to work closely with your attorney, accountant, insurance agent, and other advisers. Your IAR will assist you to the extent you choose.

Although you may choose to implement the recommendations made in your financial plan through your IAR, you are free to employ the services of any advisor or registered representative of your choice, regardless of whether or not that person is associated with ASN.

### **Investment Consulting Services**

Our IARs may offer investment consulting services that are limited to the specific areas you identify. These services are not considered financial planning services because we will not perform a comprehensive analysis of your financial position and will not prepare a written report documenting our review.

The consulting services our IARs provide may include (but are not limited to):

- Assisting you in the preparation of an investment policy statement;
- Reviewing and recommending changes to an existing investment policy statement (or similar guidelines, policies, and/or investment allocation that you are employing);
- Reviewing existing contracts you have with service providers such as managers and consultants, and making recommendations for changes;
- Assisting you in renegotiating the fees you pay to service providers and/or assisting you in conducting a search for new service providers;
- Analyzing the performance of your current investment manager;

- Advising you regarding the manner in which your investment account is being managed and, at your request, assisting you in searching for a new investment manager;
- Advising you on the purchase and sale of particular individual investments;
- Monitoring your transaction costs; and
- Monitoring compliance by your investment managers with your investment policy statement.

As noted above, regardless of the services you choose, we strongly encourage you to notify your IAR promptly if there are any changes in your personal circumstances, financial situation, investment objectives, or risk tolerances.

### **Retirement Plan Consulting Services**

Our IARs may offer retirement plan consulting services to employer sponsored qualified retirement plans. Depending upon the services the client selects pursuant to the Retirement Plan Consulting Agreement, the IAR may be engaged to perform ERISA 3(21)(A)(ii) fiduciary services and/or non-ERISA fiduciary services. The retirement plan consulting services our IARs provide may include (but are not limited to):

- Plan Participant Investment Education and Communication services;
- Investment Selection Services;
- Investment Monitoring and Review Services;
- Establishment or Revision of the Plan's Investment Policy Statement; and
- Allocate to and Rebalance Model Asset Allocation Portfolios.

### **Retirement Plan Rollovers**

A client leaving an employer typically has four (4) options for their retirement plan:

- Leave the money in their former employer's plan, if permitted;
- Rollover the assets to their new employer's plan, if one is available and rollovers are permitted;
- Rollover to an Individual Retirement Account ("IRA"); or
- Cash out the account value (which could, depending upon the client's age, result in adverse tax consequences).

An IAR may recommend that a client or prospective client roll over plan assets to an IRA managed by the IAR. As a result, the IAR may earn an asset-based fee. IARs have an incentive to recommend a rollover that the IAR will manage based on the compensation received, which is mitigated by the fiduciary duty to act in a client's best interest. No client is under any obligation to roll over plan assets to an IRA managed



by the IAR.

There are various factors that the IAR may consider before recommending a rollover, including, but not limited to: i) the investment options available in the plan versus the investment options available in an IRA, ii) fees and expenses in the plan versus the fees and expenses in an IRA, iii) the services of the plan's investment professionals versus those of the IAR, iv) employer stock tax consequences, if any.

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## Item 5 Fees and Compensation

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### Fees for Portfolio Management Services

We offer our portfolio management services on a fee-only basis. All fees are negotiable at our sole discretion. Our fees may be charged based on a tiered schedule or a floating flat schedule. In a tiered schedule, a different rate is applied to different portions of your assets, based on established breakpoints. If a floating flat schedule is applied, the same rate is applied to all assets, based on the total account assets. Please see the examples following each schedule.

Tiered Schedule. Our maximum annual fees for the direct management of your account under a Tiered Schedule are as follows:

Assets Under Management	Maximum Annual Fee*
First \$500,000	2.25%
Next \$1,500,000 (up to \$2,000,000)	1.75%
Next \$3,000,000 (up to \$5,000,000)	1.50%
Assets Over \$5 million	1.25%
*All fees are negotiable and defined in your Investment Advisory Agreement.	

*Example Tiered Fee Calculation based on \$2,015,000 assets:*

$$\text{Annual Fee} = (\$500,000 \times 2.25\%) + (\$1,500,000 \times 1.75\%) + (15,000 \times 1.50\%)$$

Floating Flat Rate Schedule. Our maximum fees for the direct management of your account under a Floating Flat Rate Schedule are as follows:

Assets Under Management	Maximum Annual Fee*
0 - \$500,000	2.25%
\$500,001 - \$2,000,000	1.75%
\$2,000,0001 to \$5,000,000	1.50%
Over \$5 million	1.25%
*All fees are negotiable and defined in your Investment Advisory Agreement.	

*Example Floating Flat Fee Calculation based on \$2,015,000 assets:*

$$\text{Annual Fee} = \$2,000,015 \times 1.50\%$$

We require that you authorize us in writing to direct your custodian to pay our investment advisory fees directly to us by charging your account. This authorization is set forth in the investment advisory agreement you will execute to retain our services.

Our fees may be higher or lower than the fees charged by other advisors for similar services.

Our fee is calculated based upon the net market value of the investment assets in your account. One-fourth of our fee is billed each calendar quarter based on the value of your account on the last day of that quarter.

Broker-dealers and other financial institutions that hold investment accounts for advisory clients are referred to as custodians. Your custodian will determine the values of the assets in your account. We use values provided by the custodian in the calculation of our fee.

Your custodian will provide you with statements that show the amount of the advisory fees paid directly to us. Your custodian does not verify the accuracy of our fee calculations so please review your statements carefully.

### **Fees for Third Party Investment Management Services**

The advisory services provided by third-party investment managers and the fees they charge for those services are detailed in their respective disclosure brochures. Your IAR will provide you with a copy of the brochure for each investment manager recommended to you. The fees paid to third-party investment managers are in addition to the fees paid to ASN for the advisory services provided by your IAR and will appear separately on your custodial statement. Under a wrap fee arrangement, the total fees specified in your investment advisory agreement will include the sum of the fees payable



to the third party asset manager and those paid to ASN. However, the respective amounts will show separately on your custodial statement.

### **Fees for Financial Planning Services**

Fees for financial planning services are charged on an hourly or fixed-fee basis. Ongoing financial planning services may be charged based as a percentage of the value of your investment account. All fees are negotiable. The manner in which you are charged and the amount you will be charged are described in your financial planning agreement.

Generally, the amount of our fees will depend upon the complexity of the services you need. Fixed fees may range from \$1,000 to \$40,000 per plan and hourly fees may range from \$150 - \$400 per hour. Your IAR will provide you with an estimate of the cost of the services to be provided to you prior to beginning the financial planning process.

Financial planning fees are billed to the client either monthly, quarterly, or upon completion of the plan. The financial planning agreement will set forth the terms and conditions of the engagement and will describe the scope of services to be provided upon, the agreed upon, negotiable, estimated fee to be paid.

The financial planning agreement may be terminated upon written notice by either party. Unearned fees paid in advance will be refunded pro rata, based on the work completed.

### **Fees for Investment Consulting Services**

The amount of the fee for investment consulting services will be negotiated between you and your IAR and will depend on the scope and complexity of the services to be provided, and the estimated amount of time it will take to provide those services. All fees are negotiable. Fees may be charged on a fixed or hourly basis. The services and the fees for those services will be described in the investment consulting agreement.

Generally, the amount of our fees will depend upon the complexity of the services you need. Fixed fees may range from \$1,000 to \$40,000 per service and hourly fees may range from \$150 - \$400 per hour. Your IAR will provide you with an estimate of the cost of the services to be provided to you prior to beginning the investment consulting process.

**Monthly Subscription Fee.** We offer a monthly subscription fee-based advice service that includes advice from the IAR, helping clients address anything from routine questions to more complex life-changing events, and access to financial technology for client account aggregation, spending and budgeting, and tracking progress toward financial goals. The monthly subscription fee may range from \$35 to \$250 per month. Subscription fees are billed in arrears and paid via a third-party payment method.



The investment consulting agreement may be terminated upon written notice by either party. Unearned fees paid in advance will be refunded pro rata, based on the work completed.

Whether you implement any investment recommendations resulting from the financial planning or investment consulting services provided by your IAR is entirely at your discretion. If you implement those recommendations, you may do so through the financial professional of your choice. If you implement those recommendations through your IAR, we will receive compensation for the services provided in conjunction with that implementation.

### **Fees for Retirement Plan Consulting Services**

We do not have a standard fee schedule for retirement plan consulting services, however the maximum annual fee that may be charged for asset-based fees is 1.50%. The amount of the fee for retirement plan consulting services will be negotiated between you and your IAR and will depend on the scope and complexity of the services to be provided, and the estimated amount of time it will take to provide those services. Fees may be charged on fixed fee or an asset-based basis. Fixed fees may either be billed upon completion or with a partial up-front payment. Asset-based retirement plan consulting fees are billed quarterly in arrears. The services and the fees for those services will be described in the Retirement Plan Consulting Services Agreement.

### **Prepayment of Fees**

We charge our investment management fees in advance, meaning that we charge our fees before we have provided our services to you. Our initial fee will be calculated on the day your investment assets are received by your custodian. The amount of the fee will be calculated based on the number of days remaining in that quarter.

Should either one of us terminate the advisory agreement we have entered into before the end of a billing period, any unearned fees that were deducted from your account will be returned to you by us. The amount refunded to you is calculated by dividing the most recent advisory fee you paid by the total number of days in the quarter. This daily fee is then multiplied by the number of calendar days in the quarter that our agreement was in effect. This amount, which equals the amount we earned for the partial quarter, is subtracted from the total fee you paid in advance to determine your refund.

### **General Fee Information**

In addition to our fee, you may be required to pay other charges such as:

- ✦ custodial fees;
- ✦ brokerage commissions;
- ✦ transaction fees;



- ✦ internal fees and expenses charged by mutual funds, ETFs and variable annuities;
- ✦ fees charged by third party money managers;
- ✦ maintenance and termination fees for IRAs, certain retirement and qualified accounts; and,
- ✦ other fees and taxes on brokerage accounts and securities transactions.

Please be sure to read the section entitled “Brokerage Practices,” which follows later in this brochure.

Fees paid to us are also separate and distinct from fees and expenses charged by mutual funds, ETFs, and variable annuity issuers charge internal fees and expenses for their products. Complete details of these internal fees and expenses are explained in the prospectuses for each investment. You should read these documents and review all fees charged by funds, issuers and ASN to fully understand the total amount of fees that you may incur before making or authorizing any investments. Your IAR will be available to answer any questions you have about fees and expenses.

### **Other Compensation**

Our IARs may also be registered representatives of broker-dealers that are members of Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). Those broker-dealers are not affiliated with us.

If you choose to effect securities transactions through your IAR in his/her capacity as a registered representative of a broker-dealer, your IAR may receive commissions and other compensation from those transactions. For example, your IAR may receive 12b-1 fees, which are fees paid by mutual fund companies for the on-going marketing of their investment products.

We do not permit our IARs to manage client investment accounts through the broker-dealers with which they are associated. We do, however, permit them to implement the recommendations from a financial plan through such arrangements. Thus, your IAR could receive both a fee for financial planning services and commissions from the transactions effected to implement the recommendations from the financial plan.

Our IARs may also be licensed to sell insurance products through various insurance companies that are unaffiliated with us. As such, they may receive commissions from any insurance products you purchase through them.

Our IARs may also be registered to recommend or offer futures and commodities products through Introducing Brokers registered with the Commodity Futures Trading Commission (“CTFC”)—and the National Futures Association (“NFA”). Those

Introducing Brokers are not affiliated with us. ASN does not offer advice related to commodities and futures products.

If you choose to effect commodities or futures transactions through your IAR in his/her capacity as an associated person of an Introducing Broker, your IAR may receive commissions or other compensation from those transactions.

The arrangements described above may present a conflict of interest because they could create an incentive for your IAR to make recommendations based upon the amount of compensation he or she could receive rather than based upon your particular needs. We are nonetheless committed to acting in your best interests at all times.

Your IAR will explain to you the specific costs associated with any investments recommended to you.

You are under no obligation to purchase investment or insurance products or to implement any financial plan recommendations through your IAR. You may purchase those products and implement financial plan recommendations through the investment or insurance professional of your choice.

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## **Item 6 Performance-Based Fees**

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Performance-based fees are designed to give a portion of the return of an investment to the investment adviser as a reward for positive performance. The fee is generally based on a percentage of the capital gains on and/or appreciation of the client account assets. We do not charge performance-based fees on any of our client accounts.

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## **Item 7 Types of Clients**

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We provide advisory services primarily to individuals and families, including their trusts, estates, and retirement accounts. We also provide services to corporations or other entities.

As a condition for starting and maintaining an advisory relationship with us, we generally require that you have a minimum investment account of \$25,000. We, at our sole discretion, may allow you to engage our services if you have a smaller account. Some of the factors we consider in making this determination include pre-existing client relationships we may have with you or your family members, any additional assets you



are anticipated to receive in the future, your account composition, and your anticipated future earning capacity.

At our discretion, we may consider the accounts of your family members in determining whether your account meets our minimum account size requirement.

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

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Our IARs may use a wide range of methods of analysis to determine an appropriate investment strategy for your portfolio. The analysis performed may include the following:

**Fundamental Analysis** – This type of analysis concentrates on earnings, a company's financial statements, and the quality of a company's management. These quantitative factors are then used to attempt to determine the financial strength of the company.

**Technical Analysis** - This type of analysis utilizes statistics, such as past price and trading volume, to determine trends in security prices. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future performance.

**Asset Allocation** - Asset Allocation is the process of selecting a mix of asset classes that are consistent with the client's investment goals and risk tolerance.

**Long-Term Purchases** – securities purchased with the expectation that the value of those securities will growth over a relatively long time period, generally greater than one year.

**Short-Term Purchases** – securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, do take advantage of the securities' short-term price fluctuations.

**Third Party Investment Manager Analysis** - IARs analyze individual investment managers based upon their investment strategies, experience, performance track record, reputations, and fee arrangements. IARs may monitor the manager's underlying holdings, strategies and concentrations.

The main sources of information used to formulate investment advice and/or manage assets includes financial publications, research materials prepared by others, corporate

rating services, annual reports, prospectuses, filings with the SEC, company press releases and timing services.

### **Risk of Loss**

Although we manage your account in a manner we believe is consistent with your specific investment objectives and risk tolerances, there can be no guarantee that our efforts will be successful. General economic conditions, current interest rates, the performance of a particular industry or a particular company, and any number of other factors can affect investment performance.

You should be prepared to bear the risk of loss. All investments are subject to loss, including (among other things) loss of principal, a reduction in earnings (including interest, dividends and other distributions), and the loss of future earnings.

The use of margin, options and short sales are higher risk strategies. It is possible to lose all of the principal you invest, and sometimes more. In a cash account, your risk is limited to the amount of money that you have invested. In a margin account, your risk includes the amount of money invested plus the amount that has been loaned to you. When you short sell, your losses can be infinite.

You should also be aware that transactions in the account (including account reallocations and rebalancing) may trigger a taxable event for you (unless your account is a qualified retirement account).

You may place reasonable restrictions on the strategies to be employed by your IAR in your account (such as, for example, the types of investments to be held in your account).

**Product Risk** – Your IAR may recommend many different types of securities. Our IARs do not necessarily recommend one particular type of security, since each client has different financial situations, investment objectives, experience, time horizons and tolerance for risk. Each type of security has its own risks. Similar investment types can have risks that vary widely. Generally, the higher the anticipated or expected return of an investment, the higher the potential risk of loss that may be associated with it.

**Cyber Security Risk** - As the use of technology has become more prevalent in the course of business, ASN has become more susceptible to operational and financial risks associated with cyber security. Failures or breaches of the electronic systems of ASN, its services providers, securities market participants or the issuers of securities can cause significant losses for investors. Unintentional cyber events, such as the inadvertent release of confidential information, could also adversely impact investor account. Any cyber event could result in the loss or theft of investor data or cause investors financial loss and expense. While measures have been developed which are designed to reduce



the risks associated with cyber security, there is no guarantee that those measures will be effective, particularly since ASN does not directly control the cyber security defenses or plans of its service providers, financial intermediaries, and companies in which we invest or with which we do business.

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## **Item 9 Disciplinary Information**

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We have not been the subject of any legal or disciplinary events that would be material to your evaluation of our business or the integrity of our management.

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

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Our Managing Members, Thomas C. Prescott and David E. Paulukaitis, also own Mainstay Capital Markets Consultants, Inc. (“Mainstay”). Mainstay provides compliance consulting services to broker-dealers and investment advisers. The activities of Mainstay are wholly independent from our activities.

As previously noted, certain of our IARs are registered representatives of broker-dealers unaffiliated with us. Certain of our IAR’s are licensed separately as insurance agents to sell insurance products through various insurance companies that are unaffiliated with us. Certain IARs are separately associated with a commodities and futures Introducing Broker that is unaffiliated with us. You are under no obligation to utilize the services of your IAR in the purchase or sales of securities, insurance or futures products through his/her association with a broker-dealer, insurance company or Introducing Broker. However, any transactions you may effect through your IAR in conjunction in their separate capacities as registered representatives and or insurance agents may result in the receipt of commissions and other compensation in addition to any advisory fees that we charge. We do not receive any portion of the commissions or other compensation resulting from these activities.

Certain IARs are also associated with another Registered Investment Adviser and are thus considered dually registered. These dually registered persons do not provide investment advice in their capacity with the other Registered Investment Adviser. ASN is not affiliated with any other Registered Investment Adviser through common ownership or control and does not share clients with other Registered Investment

Advisers. We do not receive any portion of the fees or other compensation resulting from this activity.

Certain IARs also practice as attorneys, accountants, and tax preparers. You are under no obligation to utilize services of your IAR for these services; however any services you may utilize through your IAR in conjunction with those separate activities may result in compensation additional to any advisory fees that we charge. We do not receive any portion of the fees that are paid to receive these services.

These arrangements present a conflict of interest because they create an incentive to make recommendations based upon the amount of compensation your advisory representative can receive rather than based upon your needs. **These activities are separate and apart from the advisory activities of ASN. And because these activities do not involve ASN, we do not monitor, oversee or supervise them in any way.**

Information about your IAR's financial industry activities and affiliations is disclosed in the IAR's Supplement which you will receive with this brochure. Additional information about your IAR is also available at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### **Recommendation of Other Advisers**

Your IAR may recommend that you use an unaffiliated third party asset manager ("TPAM") based upon your needs and suitability. We share in the compensation paid to the third party asset manager for recommending that you use their services. These compensation arrangements present a conflict of interest because we have a financial incentive to recommend the services of the TPAM. Compensation paid to us by third party asset managers may vary, and therefore there may be a conflict of interest in recommending one third party asset manager over another. The fees you pay are the same as you would pay had you obtained the services directly from the TPAM. The discretionary authority you may grant to your IAR will include the discretion to hire and fire the third party asset managers.

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

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We have adopted a *Code of Ethics* ("Code") to address the standard of business conduct required of our IARs and employees. An Investment Adviser is considered a fiduciary. As a fiduciary, it is our responsibility to provide fair and full disclosure of all material



facts and to act solely in the best interest of each of our clients at all times. Our fiduciary duty is the core underlying principal for our Code of Ethics.

The *Code* includes our policies and procedures developed to protect your interests in relation to the following:

- the duty at all times to place your interests ahead of ours;
- that all personal securities transactions of our IARs and employees be conducted in a manner consistent with the *Code* and avoid any actual or potential conflict of interest, or any abuse of an IAR's or employee's position of trust and responsibility;
- that IARs may not take inappropriate advantage of their positions;
- that information concerning the identity of your security holdings and financial circumstances are confidential; and
- that independence in the investment decision-making process is paramount.

We will provide a copy of the *Code* to you or any prospective client upon request.

We do not buy or sell securities for our own account that we also recommend to you. Our IARs and employees are permitted to buy or sell the same securities for their personal and family accounts that are bought or sold for your account.

The personal securities transactions of our IARs and employees may raise potential conflicts of interest when they trade in a security that is owned by you or is being considered for purchase or sale for your account.

We have adopted policies and procedures that are intended to address these conflicts of interest. These policies and procedures:

- require our IARs and employees to act in your best interest,
- prohibit favoring one client over another, and
- provide for the review of transactions to discover and correct any trade in an IAR's or employee's account that is effected in a manner inconsistent with our *Code*.

Our IARs and employees must follow our procedures when purchasing or selling the same securities purchased or sold for your account.

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## Item 12 Brokerage Practices

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We will generally recommend that the custodian and broker-dealer for your account be either Fidelity Brokerage Services, LLC (“Fidelity”), Schwab Advisor Services division of Charles Schwab & Co., Inc. (“Schwab”), or Pershing LLC (“Pershing”) (together “custodians”) although we may agree to employ the services of one or more other custodians.

We are independently owned and operated and not affiliated with the custodian we recommend. Our use of a particular custodian is, however, a beneficial business arrangement for us and for the custodian. Information regarding the benefits of this relationship is described below.

Our recommendation of a specific custodian is based in part on our existing relationships, the custodian’s financial strength, reputation, breadth of investment products, and, the cost and quality of custody and brokerage services provided to you and our other clients. The final decision to custody assets with any custodian is at the discretion of the client.

In addition to brokerage and custody services, services customarily made available to advisers include access to investments generally available to institutional investors; research; software; and, educational opportunities. Custodians may also make available or arrange for these types of services to be provided to us by independent third parties. Custodians may discount or waive the fees they would otherwise charge for some of the services they make available to us. They may also pay all or a part of the fees of a third party providing these services to us. Custodians may also reimburse or otherwise pay for client events held by our IARs.

We receive economic benefits as a result of our relationship with the custodians because we do not have to produce or purchase the products and services listed above. These services are not contingent upon us committing any specific amount of business to the custodians in trading commissions. We do not enter into soft-dollar arrangements with custodians or brokers. We do not receive client referrals from the custodians or broker dealers we recommend.

Because the number of products or services we receive may vary depending on the custodian we recommend to be used by our clients and the amount of client assets in accounts at that custodian, we may have a conflict of interest in making that recommendation. Our recommendation of specific custodians may be based in part on



the economic benefit to us and not solely on the nature, cost or quality of custody and brokerage services provided to you and our other clients. We nonetheless strive to act in your best interests at all times.

The custodians do not charge separately for holding our client accounts but may be compensated by you through other transaction-related fees associated with the securities transactions they execute for your account.

Commissions and other fees for transactions executed through the custodians we recommend may be higher than commissions and other fees available if you use another custodian or firm to execute transactions and maintain custody of your account. We believe, however, that the overall level of services and support provided to our clients by our recommended custodians outweighs the benefit of possibly lower transactions cost which may be available under other brokerage arrangements.

Many of the services described above may be used to benefit all or a substantial number of our accounts, including accounts not maintained through our recommended custodians. We do not attempt to allocate these benefits to specific clients.

Third party asset managers may require the use of certain custodians. Please refer to the Brokerage Practices sections of their respective brochures for more information. We may also receive economic and non-economic benefit from some of the third-party asset managers we utilize in the form of the support products and services it makes available to use, such as research, technology or administrative support. The availability of these products and services are not based upon us giving particular investment advice, such as buying particular securities for our clients. The total advisory fee the client pays will not be higher because we accept these benefits.

#### **Directed Brokerage**

In some cases, you may direct us in writing to use a particular custodian that is not one with which ASN has an existing relationship to execute some or all of the transactions for your account. If you do so, you should understand that we will not have the authority to negotiate the terms and arrangements for the account with that custodian and you may pay higher servicing fees to or receive less favorable prices from the custodian of your choice.

#### **Trade Aggregation**

We may engage in “block trading,” which is the purchase or sale of a security for the accounts of multiple clients in a single transaction. If a block trade is executed, each participating client receives a price that represents the average of the prices at which all of the transactions in a given bunch were executed.

Executing a block trade allows transaction costs to be shared equally and on a pro rata basis among all of the participating clients. If the order is not completely filled, the securities purchased or sold are distributed among participating clients on a pro rata basis or in some other equitable manner.

Block trades are placed only when we reasonably believe that the combination of the transactions provides better prices for clients than had individual transactions been placed for clients.

Transactions for non-discretionary client accounts are generally not block traded with transactions for discretionary client accounts. Transactions for the accounts of our IARs and employees may be included in block trades. They will receive the same average price and pay the same commissions and other transaction costs, as clients.

Transactions for the accounts of our IARs or employees will not be favored over transactions for client accounts.

We are not obligated to include any client transaction in a block trade. Block trades will not be effected for any client's account if doing so is prohibited or otherwise inconsistent with that client's investment advisory agreement. No client will be favored over any other client.

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## **Item 13 Review of Accounts**

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Our IARs review your account on a periodic basis to determine whether your investments and investment strategies are performing in a manner consistent with your stated objectives. Your IAR will contact you at least annually (or more often as agreed upon with you) to review your account with you and to update your financial status, goals, objectives, and risk tolerances. These reviews also consider any investment restrictions you have requested and how your investments meet your investment time horizons, liquidity needs, tax considerations and other circumstances unique to you. Changes in your investments and your investment strategies will be made or recommended by your IAR as they are deemed appropriate.

As previously noted, we strongly encourage you to advise your IAR of any changes in your personal circumstances, your investment goals or objectives, and your risk tolerances to ensure that your investments and investment strategies are most appropriate for you.



In addition to the reviews done by your IAR, ASN staff monitor client accounts on a periodic basis to help ensure that the investments and transactions in those accounts appear consistent with the information you have provided.

### **Third Party Investment Management Services**

Our IARs will regularly review the reports provided to you by any third-party investment managers that are managing assets for you. Your IAR will contact you at least annually (or more often as agreed upon with you) to review your financial situation, investment goals and objectives and risk tolerances, and the performance of the third-party investment manager to help monitor that your account is being managed in a manner consistent with your objectives.

Again, we strongly encourage you to advise your IAR of any changes in your personal circumstances, your investment goals or objectives, and your risk tolerances to help ensure that your investments and investment strategies are appropriate for you.

You will receive statements on at least a quarterly basis from the custodian holding your account. These statements will identify your current investment holdings, the cost of each of those investments, and their current market values.

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## **Item 14 Client Referrals and Other Compensation**

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We may enter into written agreements with certain unaffiliated investment advisers and other professionals (such as CPAs, attorneys, etc.) to compensate them for referring clients to us. We will pay these individuals (referred to as “promoters”) a percentage of the advisory fee that you pay us if it is determined that you have become a client of ours as a result of their direct or indirect efforts.

The payments we make to a promotor will not result in an increase in the amount of the advisory fee that the referred client will pay.

Our promotor or referral arrangements will comply with applicable laws that govern:

- the nature of the services provided;
- the fees to be paid;
- disclosure of promotor arrangements to clients; and
- client consents, as required.

We receive certain economic benefits as a result of our participation in custodians’ institutional brokerage programs. Those benefits are described in detail in the

preceding section entitled “Item 12 Brokerage Practices.” The availability of the custodians’ products and services is based solely on our participation in their programs, and not on the provision of any particular investment advice.

As noted above in Items 5 and 10, we receive compensation by referring you to third party asset managers. This creates a conflict of interest because we have an incentive to recommend those third party asset managers based on the compensation we receive rather than what’s in your best interest. We address this conflict by disclosing it to you. Additionally, as fiduciaries we place your interests above our own in determining whether a referral to a third party asset manager is appropriate for you. You are under no obligation to use the services of a third party asset manager we recommend.

ASN occasionally engages unaffiliated professional recruiters to introduce ASN to prospective IARs. In the event an introduced IAR elects to join ASN, ASN will pay a referral fee to the recruiter based upon the amount of assets managed by the IAR. Payments made by ASN to recruiters will not result in any increase in the amount of the advisory fee charged to any client of the introduced IAR.

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## **Item 15 Custody**

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Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds or securities. Under government regulations, we are deemed to have custody of your assets when you authorize us to instruct the account custodian to deduct our advisory fees directly from your account. Additionally, ASN will be deemed to have custody when ASN executes authorized transactions (such as wire transfers, standing authority to move money to a third party account, etc.) on behalf of clients. To the extent ASN is deemed to have custody of client funds and securities within the meaning of Rule 206(4)-2 under the Investment Advisers Act of 1940, ASN will comply with the requirements of such rule.

In order for the client to move money from their account to a third party including, but not limited to standing authority to move money, clients must provide instructions to the qualified custodian in writing. These written instructions will be required to include such details as the name of the third party, the address or account number of the third party, the amount of the money to be moved and the client signature. Clients are able to terminate or change these instructions with the custodian at any time. Account statements are delivered directly from the qualified custodian to each client at least quarterly. The statements will show any and all money movement in the account.



Your assets are maintained with a qualified custodian. You will receive statements from your account custodian on at least a quarterly basis. We urge you to carefully review these statements. You should verify that the transactions in your account are consistent with your investment goals and the objectives for your account. Clients are also asked to promptly notify ASN if the custodian fails to provide statements on each account held.

We also encourage you to contact your IAR or our Chief Compliance Officer should you have any questions or concerns regarding your account.

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## **Item 16 Investment Discretion**

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As previously noted in the section entitled “Advisory Business”, we offer our advisory services on a discretionary basis (meaning that we do not need advance approval from you to determine the type and amount of securities to be bought and sold for your account) and on a non-discretionary basis (meaning that we need advance approval from you to determine the type and amount of securities to be bought and sold for each transaction in your accounts).

We may only exercise discretion if you have provided that authority to us in writing. This authorization is typically included in the investment advisory agreement you enter into with us.

The discretionary authority you grant to us does not provide us the ability to choose the custodian through which transactions for your account will be executed or to negotiate brokerage fees or expenses. Additionally, our discretionary authority does not provide us the ability to withdraw funds from your account (other than to withdraw our advisory fees which may only be done with your prior written authorization).

We will exercise discretion in a manner consistent with the stated investment objectives for your account.

Typically, under third-party investment management arrangements the third-party investment manager exercises discretion in the management of your account. All securities transactions are selected and executed by that manager. We do not manage or obtain discretionary authority over the assets in those accounts. You may, however, grant us the discretionary authority to hire and fire such third-party managers on your behalf.

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## **Item 17 Voting Client Securities**

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ASN and its IARs do not take any action or give any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which your accounts may be invested. In addition, we do not take any action or give any advice with respect to any securities held in any accounts that are named in or subject to class action lawsuits.

You will receive information related to proxies directly from your account custodian. We will forward to you any information received by us regarding proxies and class action legal matters involving any securities held in your accounts.

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## **Item 18 Financial Information**

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We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to you. We have not been the subject of any bankruptcy proceedings.



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## **Item 16 Investment Discretion**

---

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We may only exercise discretion if you have provided that authority to us in writing. This authorization is typically included in the investment advisory agreement you enter into with us.

The discretionary authority you grant to us does not provide us the ability to choose the custodian through whom transactions for your account will be executed or to negotiate brokerage fees or expenses. Additionally, our discretionary authority does not provide us the ability to withdraw funds from your account (other than to withdraw our advisory fees which may only be done with your prior written authorization).

We will exercise discretion in a manner consistent with the stated investment objectives for your account.

Typically, under third-party investment management arrangements the third-party investment manager exercises discretion in the management of your account. All securities transactions are selected and executed by that manager. We do not manage or obtain discretionary authority over the assets in those accounts. You may, however, grant us the discretionary authority to hire and fire such third-party managers on your behalf.

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ASN and its IARs do not take any action or give any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which your accounts may be invested. In addition, we do not take any action or give any advice with respect to any securities held in any accounts that are named in or subject to class action lawsuits.

You will receive information related to proxies directly from your account custodian. We will forward to you any information received by us regarding proxies and class action legal matters involving any securities held in your accounts.

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## **Item 18 Financial Information**

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We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to you. We have not been the subject of any bankruptcy proceedings.



# Actus Capital Management

A Member of Advisory Services Network, LLC

2 Newport Cir  
Bella Vista, AR 72715  
(337) 323-9793

**Nikifor "Nik" A. Paunov**

## Brochure Supplement

August 1, 2025

This brochure supplement provides information about Nik Paunov that supplements the brochure for Advisory Services Network, LLC ("ASN"). You should have received a copy of that brochure. Please contact Laura Tedball, Chief Compliance Officer, at (770) 352-0449 if you did not receive a copy of our brochure or if you have any questions about the contents of this supplement.

Additional information about Nik Paunov., CRD # 2680109, is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).



900 Ashwood Parkway, Suite 500 • Atlanta, GA 30338  
(770) 352-0449

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## ***Educational Background and Business Experience***

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**Nik Paunov**

***Year of Birth:*** 1965

***Formal Education:***

- ✦ NSF V. Levski, Masters in Sports Psychology, 1987

***Business Background:***

- ✦ Advisory Services Network, LLC dba Actus Capital Management, Investment Advisor Representative, (04/2025 to Present)
- ✦ Cornerstone Advisors LLC, President/CCO, (01/2023 to 04/2025)
- ✦ Merrill Lynch, Registered Representative, (07/2018 to 11/2022)
- ✦ Cabana Asset Management, COO/CCO, (10/2014 to 06/2018)

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## ***Disciplinary Information***

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Nik Paunov. has not been the subject of any legal or disciplinary event.

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## ***Other Business Activities***

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In addition to his association with Advisory Services Network, LLC, Nik Paunov., is a licensed insurance agent, offering insurance products of unaffiliated insurance companies. If you purchase products or services through Mr. Paunov in his capacity as an insurance agent, Mr. Paunov may receive commissions or other compensation.

This additional compensation may present a conflict of interest because it creates an incentive to recommend products and services based upon compensation, rather than on your needs. Mr. Paunov will explain the costs associated with any recommendations he makes. You have no obligation to do business with Mr. Paunov in his other capacities. Please be advised that Mr. Paunov strives to put his clients' interests first and foremost.



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## ***Additional Compensation***

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Nik Paunov receives additional compensation for his activities as an insurance agent. This may also include applicable sales awards and other prizes. This compensation is described under “Other Business Activities” above.

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## ***Supervision***

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Nik Paunov is supervised by Laura Tedball, Chief Compliance Officer. Ms. Tedball may be reached at 770-352-0449.

We supervise Nik Paunov by requiring that he adhere to our processes and procedures as described in our firm’s *Code of Ethics* and Compliance Procedures.

Additionally, we will monitor Nik Paunov’s advisory activities on a periodic and on-going basis by reviewing areas including, but not limited to, the following:

- Account opening documentation;
- Account transactions;
- Custodial information to assess account activity;
- Evidence that your financial situation, objectives, and individual investment needs are reviewed no less than annually; and
- Client communications.

## ADDENDUM 2 PRIVACY STATEMENT

FACTS	WHAT DOES ADVISORY SERVICES NETWORK, LLC DO WITH YOUR PERSONAL INFORMATION?	
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information may include:</p> <ul style="list-style-type: none"> <li>• Social Security Number</li> <li>• Date of Birth</li> <li>• Income, Net Worth</li> <li>• Account Information</li> <li>• Wire Transfer Instructions</li> <li>• Assets</li> </ul> <p>When you are no longer our client, we will continue to hold your information and share it as described in this notice.</p>	
HOW?	All financial companies need to share customers' and participants' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' or participants' personal information; the reasons ASN chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information.	Does ASN share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> Such as to process your transactions, maintain your capital account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes-</b> To offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	NO	We do not share.
<b>For our affiliates' everyday business purposes-</b> Information about your transactions and experiences	YES	NO
<b>For our affiliates' everyday business purposes-</b> Information about your creditworthiness	We do not collect.	We do not collect.
<b>For our affiliates to market to you</b>	NO	We do not share.
<b>For non-affiliates to market to you</b>	YES*	YES
<b>To limit our sharing</b>	<p><i>*Should our Advisory Representative who services your account leave us to join another firm, we will permit that representative to retain non-public personal information about you so that he or she can assist with the transfer of your account and continue to serve your needs at the new firm, if you so choose. The representative's continuing use of information about you will be subject to the privacy policy of his or her new firm.</i></p> <p><i>You have a right to "opt out" of our permitting your ASN Advisory Representative to retain non-public personal information about you if he or she leaves us to join another firm. If you do not want to permit your Advisory Representative to retain such information you may contact our Chief Compliance Officer at <a href="mailto:compliance@advservnet.com">compliance@advservnet.com</a> or at the following address. You may contact us at any time to limit sharing.</i></p> <p style="text-align: center;">Advisory Services Network, LLC 900 Ashwood Parkway, Suite 500, Atlanta, GA 30338</p>	
<b>Questions?</b>	Contact our Chief Compliance Officer at 877-352-0449 or visit <a href="http://advservnet.com">advservnet.com</a> .	



<b>Who we are</b>	
Who is providing this notice?	<b>ADVISORY SERVICES NETWORK, LLC (“ASN”)</b>
<b>What we do</b>	
How does ASN protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does ASN collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Make deposits or withdrawals from your account</li> <li>• Tell us about your investment objectives, risk tolerance</li> <li>• Provide account information</li> <li>• Give us your contact details</li> <li>• Make a wire transfer</li> <li>• Opt-In to receiving SMS messages regarding your account.</li> </ul>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for a partnership interest I hold jointly with someone else?	Your choices will apply to all parties – unless you tell us otherwise, in writing.
<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Mainstay Capital Markets Consultants, Inc.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>ASN may share personal information with non-affiliated third parties such as broker-dealers, banks and investment advisers for business purposes. ASN may also share personal information with parties who provide technical support for our hardware and software systems, our legal and accounting professionals.</i></li> <li>• <i>Should your Advisory Representative leave ASN, she or he may retain your information so that she or he may service your account at another firm unless you notify us in writing to limit this sharing.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>ASN does not jointly market.</i></li> </ul>
<b>Other Important Information</b>	
<p>We also comply with more restrictive state laws to the extent they apply. For example, if you reside in Vermont or California, we will automatically opt you out of sharing your information with nonaffiliates for marketing purposes unless you have provided us written authorization to opt you in to such sharing. Further, if you reside in California, you are the right to know what personal information is being collected, whether that information is sold or disclosed and to whom, and the right to stop the sale of your personal information. For additional information please contact us at 877-352-0449 or at <a href="http://advservnet.com">advservnet.com</a>.</p>	