



Aqua Capital Advisors LLC
1901 Avenue of the Stars
Suite 1900
Los Angeles, CA 90067
(310) 461-1601
www.aquacapitaladvisors.com

Form ADV Part 2A
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This brochure provides clients and prospective clients with information about Aqua Capital Advisors LLC and the qualifications, business practices, and nature of its services that should be carefully considered before becoming an advisory client. If you have any questions about the contents of this brochure, please contact Mr. Jeff Fang, Chief Compliance Officer, at (310) 461-1601.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or any state securities administrator. Additional information about Aqua Capital Advisors LLC is available on the SEC's website at www.adviserinfo.sec.gov. Click on the "Investment Adviser Search" link and then search for "Investment Adviser Firm" using the firm's IARD number, which is 151887.

While the firm and its associates may be registered with the State of California, that registration does not imply an endorsement by any regulatory authority, nor imply a certain level of skill or training on the part of the firm or its associated personnel.

Item 2 - Material Changes

The firm has amended its March 15, 2012 ADV Part 2A due to its conversion from an SEC to a state-registered investment advisor pursuant to amendments made to Rule 203A-1 of the Investment Adviser Act of 1940, as amended. No material changes have occurred.

The firm may at any time update this document and either send a copy of its updated brochure or provide a summary of material changes to its brochure and an offer to send an electronic or hard copy form of the updated brochure. Clients are also able to download this brochure from the SEC's Website: www.adviserinfo.sec.gov or you may contact our firm at (310) 461-1601.

As with all firm documents, clients and prospective clients are encouraged to review this brochure in its entirety and are encouraged to ask questions at any time prior to or throughout the engagement.

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Important Information

Throughout this document, Aqua Capital Advisors LLC shall also be referred to as “Aqua Capital Advisors,” the “firm,” “our,” “we” or “us.” The client or prospective client may be also referred to as “you,” “your,” etc., and refers to a client engagement involving of a single *person*, as well as two or more *persons*.

This brochure contains 25 pages and is not complete without all pages.

Item 4 - Advisory Business

Description of the Firm

Aqua Capital Advisors, founded in 2009, is a California-domiciled investment advisor. The firm is not a subsidiary of, nor does it control, another industry entity. In addition to the firm's original registration in 2009, the firm and its associates may register or meet certain exemptions to registration in other jurisdictions in which investment advisory business is conducted.

Jeff Fang, CFP® is the firm's managing member and trustee of the Fang Family Trust, which is the firm's sole unit holder ("shareholder"). Mr. Fang also serves as the firm's Chief Compliance Officer (supervisor). More information on Mr. Fang's background may be found in Item 19 of this brochure.

Aqua Capital Advisors holds itself to a *fiduciary standard*, which means the firm and its associates will act in the utmost good faith and perform in a manner believed to be in the best interest of its clients. As an investment advisor, the firm is required to put the client's interests first.

The firm provides fee-only financial planning, investment consultation and management services that, depending upon each client's unique circumstances or specific request, may be general in nature or focused on particular areas of interest or need. An estimated 65% of the firm's activities involve providing continuous supervision and consultation with respect to the investment of client assets; 10% engaged in managing client investment advisory accounts not involving investment supervisory services; and the remaining 25% of the firm's efforts are oriented toward "non-securities advice," such as issues with respect to expense budgeting and savings, education, insurance, charitable and philanthropic strategies and planning, estate planning, and real estate, among others.

The firm does not sponsor or serve as portfolio manager for a wrap fee investment program. The firm provides investment supervisory services to both discretionary and non-discretionary accounts, and as of March 31, 2012, it managed over \$38.8 million in client assets.¹ Approximately \$36.8 million under a discretionary engagement; \$2 million under a non-discretionary agreement (further defined in Item 16).

Description of Advisory Services Offered

A complimentary interview is conducted by a qualified representative of the firm to determine the scope of services to be provided. Prior to or during the initial meeting, a current ADV Part 2A brochure and Privacy Policy will be provided to the client, as well as an ADV Part 2B - Brochure Supplement (Advisory Personnel) from the investment advisor representative assisting the prospective client. The firm will also ensure any material conflicts of interest are disclosed regarding the firm and its associates that could be reasonably expected to impair the rendering of unbiased and objective advice.

Should the client wish to engage Aqua Capital Advisors for its services, parties must enter into a written agreement, with further discussion and analysis conducted thereafter to ascertain financial goals, needs, holdings, etc., as provided by the client. Financial advice and/or plans are based upon the information disclosed by the client or their legal agent and incorporate the client's financial situation at the time the plan is presented. In performing its services the firm may, but is not required to, verify any information received from the client or from the client's agents.

¹The term "assets under management" and rounding to the nearest \$100,000 are as defined by the SEC's 2010 *General Instructions for Part 2 of Form ADV*.

Financial Planning and Investment Consultation Services

The firm offers financial planning and investment consultation services. Financial planning is the process of developing a strategy or program to assist in the achievement of at least one financial goal or need. The process starts by gathering and analyzing relevant financial data, client values and goals, and it results in an action plan or recommendations, including acknowledgement of other financial issues that may deserve attention.

Advice may be provided on the following subjects, but are not limited to:

- Financial statement preparation and analysis (including cash flow analysis/planning and budgeting)
- Insurance planning and risk management
- Employee benefits planning
- Investment planning
- Income tax planning
- Retirement planning
- Estate planning
- Or other needs as indicated by the client

The firm typically employs a long term investment perspective, unless the client specifically requests the firm to do the contrary. The typical process of financial planning involves the following steps:

Financial Planning Engagement

1. Establish and define the client-planner relationship
2. Gather client data, including goals
3. Analyze and evaluate the client's financial status
4. Develop and present financial planning recommendations and/or alternatives

Ongoing Financial Planning Relationships

5. Implement the financial planning recommendations
6. Monitor the financial planning recommendations

When financial planning or investment consultation services focus only on certain areas of client interest, the client is hereby informed that their overall financial situation or needs may not be fully addressed due to limitations they have established for the firm. The client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation made by the firm. Further, it remains each client's responsibility to promptly notify Aqua Capital Advisors if there is a material change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising the firm's recommendations or services.

Engagements involving financial planning and investment consultation services may be concluded upon delivery of the requested service; however, the client is encouraged to engage the firm in the future. Periodic reviews are recommended and it is assumed the client's responsibility to initiate these meetings. Unless Aqua Capital Advisors is engaged for ongoing services, pursuant to a written agreement or addendum that includes review and updates, it would be the client's responsibility to request these additional services under a new agreement.

Investment Supervisory Services

Aqua Capital Advisors provides investment supervisory services to its clients through customized portfolios deemed appropriate to the client's investment objectives and tolerance for risk. Where practical, the firm will assist the client in preparing an investment policy statement (IPS), or similar document, reflecting the client's investment objectives, time horizon, risk tolerance, as well as policy or investment constraints. The IPS will be designed to be specific enough to provide guidance to the firm while concurrently allowing flexibility to respond to changing market conditions. Since the IPS will to a large extent be a product of information and data provided by the client, the client shall be responsible for review and final approval of the statement.

Each portfolio is customized based on the needs of the client. The firm generally employs a "Core + Satellite" investment strategy, which is described in further detail in Item 8 of this brochure. Existing positions within a client account containing various holdings will be evaluated and maintained when deemed appropriate. The firm will rebalance portfolios in an attempt to maintain optimal allocation while minimizing tax exposures and transactional costs.

General Information

Firm Services

The firm does not provide accounting, legal, or property and casualty insurance advice. With the client's consent, the firm may work with the client's other advisors (accountants, attorney, etc.) to assist with coordination and implementation of accepted strategies. The client should be aware that their other advisors may bill them separately for their services, and these fees will be in addition to those of the Aqua Capital Advisors.

Except as may otherwise be provided by law, our firm will not be liable to the client, heirs, or assignees for any loss an account may suffer by reason of an investment decision made or other action taken or omitted in good faith by our firm with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; any loss arising from our adherence to your direction or that of your legal agent; any act or failure to act by a service provider maintaining an account.

Notwithstanding the preceding, nothing within our client agreement is intended to diminish in any way our fiduciary obligation to act in your best interest or in any way limit or waive your rights under federal or state securities laws or the rules promulgated pursuant to those laws.

Electronic Delivery of Documents

In an effort to transmit information as quickly as possible and keep operating costs low, Aqua Capital Advisors reserves the right to send all documents and information electronically to its clients. Such documents and information include, but are not limited to, investment advisory agreements, account information, ADV brochures, forms, performance reports, invoices, disclosures, and various types of client communications. Delivery mechanisms may include electronic mail (e-mail), the firm's website, and secure data transmission services. The sending of the electronic messages and/or information constitutes delivery of the information, regardless of whether the client chooses to read or review it.

The client must keep a current, valid e-mail address and update Aqua Capital Advisors immediately if an e-mail address or any other contact information changes. The client may opt-out of or revoke consent to electronic delivery at any time by providing written notice to the firm.

Item 5 - Fees and Compensation²

Method of Compensation and Fee Schedule

Financial Planning and Investment Consultation Services

The firm offers a fixed fee arrangement for financial planning that generally ranges from \$5,000 to \$10,000. Fixed fees are typically based on the complexity of the client's issues and the anticipated number of hours estimated to provide the requested services. Services to be provided and the anticipated fee range are detailed in the written agreement.

Aqua Capital Advisors may require an initial retainer of up to one-half the uppermost estimated engagement fee in order to initiate financial planning or investment consultation services projects. Any fees or project balances for financial planning and investment consultation services are due and payable upon delivery of the plan or advice.

On occasion, investment consultation services are offered at a rate of \$250 per hour, billed in six-minute increments, and a partial increment will be treated as a whole. The number of hours to complete the plan or delivery of advice will be estimated and will depend on the level and scope of services required.

Fees for these services are negotiable at the discretion of a firm principal. Additionally, should a client elect to further engage the firm to provide investment supervisory services, certain financial planning fees during the initial engagement year may be waived at the discretion of a firm principal. Lower fees for comparable services may be available from other sources.

Investment Supervisory Services

An annualized asset-based fee is assessed on those accounts for which the firm provides investment supervisory services. This fee is calculated based on blending the tiers noted in the following table.

Assets Under Management	Annual Advisory Rate
Up to \$1,000,000	1.25%
Next \$1,000,001 to \$5,000,000	0.85%
Next \$5,000,001 to \$10,000,000	0.75%
Over \$10,000,001	0.65%

For example, an account with a value of \$1.25 million would be assessed a blended fee that included the first \$1 million of assets at a rate of 1.25% and the remaining \$250,000 at .85%, or a total *blended* advisory services fee of \$3,656.25 per quarter.

At its discretion, the firm may aggregate accounts (including multiple accounts) for the same individual or two or more "household accounts" within the same family, or accounts where a family member has power of attorney over another family member's account. Should investment objectives be substantially different for any two or more household accounts, requiring different investment approaches, the firm reserves the right to apply its fee schedule separately to each account.

²Aqua Capital Advisors LLC reserves the right (but is not obligated) to assess a lower fee to those clients who had engaged the firm prior to January 1, 2011, in addition to related persons accounts maintained by the firm through its selected custodian.

The firm may modify the fee terms in this section prospectively on at least 30 days prior written notice to its clients. Notwithstanding the above, fees are negotiable at the discretion of a firm principal. Lower fees for comparable services may be available from other sources.

Client Payment of Fees

Fixed and Hourly Fees

Fees may be paid by check or cashier's check from a US-based bank; cash, money orders, or similar forms of payment for our engagements are not accepted. Fees are generally due upon your receipt of our invoice. Non-continuous service engagements that are greater than three months in duration may be billed quarterly, in arrears.

Asset-Based Fees

An annualized asset-based fee is assessed and charged quarterly in arrears, based on the value of the accounts at quarter end. Fees will be calculated based on the fee schedule listed in this brochure and also in the client's investment advisory agreement. Fees for partial quarters at the commencement or termination of the advisory agreement will be billed on a pro-rated basis contingent on the number of days the agreement was in effect during the quarter.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded (or, if there shall be no sales on such date, then at the mean between the closing bid and asked prices on such date). Other readily marketable securities shall be priced using a pricing service or through quotations from one or more dealers. All other assets shall be valued at fair value by the advisor whose determination shall be conclusive. The firm may modify the terms in this section prospectively on at least 30 days prior written notice.

By signing the firm's advisory agreement, as well as the account custodian agreement, the client will be authorizing the withdrawal of transactional (see following section) and investment supervisory services fees from their account. All fees will be clearly noted on the client statement and our firm will send a written notice of the fees to be deducted from their account; this includes the total fee assessed, covered time period, calculation formula utilized, and the assets under management on which the fee has been based. The withdrawal of these fees will be accomplished by the selected custodian, not by Aqua Capital Advisors, and the custodian will remit investment supervisory services fee directly to our firm.

All investment management fees will be paid out of the assets in the account per the current fee schedule. The client bears responsibility for verifying the accuracy of fee calculations provided by the firm.

Additional Client Fees

Any custodial or transactional fees (sometimes termed *brokerage fees*) assessed by selected service providers, individual retirement account fees, or qualified retirement plan account termination fees will be borne by the accountholder and are per those provided in current, separate fee schedules of any selected service provider. Fees paid by a client to the firm for its advisory services are separate from any transactional charges a client may pay, as well as those for mutual funds, exchange-traded funds (ETFs), exchange-traded notes (ETNs), or other investments of this type.

Further information about our fees in relationship to our business practices are noted in Items 12 and 14 of this document.

Charged Prepayment of Client Fees

Advance Payment for Certain Services

The firm may require an initial deposit of up to one half of the engagement fee for its financial planning and investment consultation services, which will be defined in the client agreement.

Termination of Services

Either party may terminate the agreement at any time, which will typically be in writing. Should a client verbally notify the firm of the termination and, if in two business days following this notification the firm has not received the notice in writing, the firm will make a written notice of the termination in its records and send its own termination notice as a substitute.

If the firm's ADV Part 2A brochure was not delivered to the client at least 48 hours prior to entering into the investment advisory contract, then the client will have the right to terminate the engagement without penalty within five business days after entering into the agreement. Should a client terminate an engagement after this date, the client may be assessed fees for any time or charges incurred by the firm in the preparation of a financial plan or investment allocation, and/or the number of days an investment account had been under firm supervision. The firm will promptly return any unearned amount upon receipt of a written termination notice.

For those clients who engage the firm for its investment supervisory services, the firm will not be responsible for future allocations, transactional services or investment advice upon receipt of a termination notice. Upon termination, it will be necessary that the firm inform the custodian serving the account that the relationship between the firm and the client has been terminated.

External Compensation for the Sale of Securities to Clients

Aqua Capital Advisors and any affiliated associate are engaged for fee-only services and we will attempt to recommend "no load" investments whenever appropriate. The firm does not charge or receive a commission or mark-up on a securities transactions, nor will the firm and an associate be paid a commission on your purchase of a securities holding that is recommended.

The firm does not receive "trailer" or SEC Rule 12b-1 fees from an investment company recommended. Fees charged by issuers are detailed in prospectuses or product descriptions and clients are encouraged to read these documents before investing. Aqua Capital Advisors and its associates receive none of these described or similar fees or charges.

The client will always have the option to purchase recommended or similar investments through their own selected service provider.

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

The firm's investment management services fees will not be based upon a share of capital gains or capital appreciation of the funds or any portion of funds of an advisory contract, also known as performance-based fees.

Aqua Capital Advisors prohibits any affiliated entity or employee to engage in or benefit from side-by-side investment management arrangements, often reflective of managing a hedge fund or other similarly pooled fund.

Item 7 - Types of Clients

The firm provides its services primarily to individual investors, but also may occasionally work with pensions and profit sharing plans, trusts, estates, and charitable organizations. Clients are expected to provide an adequate level of information and supporting documentation to the firm throughout the term of the engagement. This allows the firm to determine the appropriateness of its financial planning and/or investment strategy for the client and/or account; source of funds and/or income levels, client or legal agent's authority to act on behalf of the account, among others.

Generally, the minimum account size of \$1,000,000 is imposed by the firm for investment management services. Financial planning engagements, where an hourly or fixed fee is paid, do not require minimum dollar value of assets or other conditions. Aqua Capital Advisors reserves the right to waive certain fees based on unique individual circumstances, special arrangements, pre-existing relationships or as otherwise may be determined by a firm principal. The firm also reserves the right to decline services to any prospective client for any non-discriminatory reason.

Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis and Investment Strategies

Method of Analysis

When Aqua Capital Advisors is engaged to provide financial planning, investment consultation or investment supervisory services, the client's current financial situation, needs, goals, objectives and tolerance for risk is evaluated. Asset allocation and investment policy decisions are made and discussed with the client to, in the firm's best judgment, meet the client's objectives while minimizing risk exposure.

The firm employs what it believes to be an appropriate blend of fundamental, technical and cyclical factors. The firm evaluates the risk, return, and correlation of asset classes, sub-asset classes, and specific markets as a basis for a portfolio.

In addition, the firm monitors market trends, economic cycles, fundamental values and other factors. By combining these, along with the clients' individual situation, a customized portfolio strategy is developed.

Research may be drawn from publicly available reports, market analysis and research materials, computerized asset allocation modeling programs, Monte Carlo analysis and various subscription services.

Investment Strategies

Generally, portfolios are constructed by the firm based upon a Core + Satellite structure. This strategy blends passive (or index) and active investing; where passive investments are used as the basis or "core" of a portfolio and actively-managed investments are added as "satellite" positions. With this strategy, the portfolio core holdings are indexed to potentially more efficient asset classes, while outlying satellite selections are generally limited to active managers that are attempting to outperform a particular category, or a selection of particular positions to increase core diversification, or to improve portfolio performance.

The index-based core portfolio provides: inexpensive exposure to broad markets, diversification, low tax cost. The investment horizon for the core is typically in the three-to-seven year range, but may be less in “non-normal” markets, sometimes referred to as fat tail risk. In contrast, the satellite portfolio utilizes active management, which attempts to outperform a market, sector, or benchmark over a shorter duration (often less than three years) using fundamental analysis, technical factors, or other means.

Portfolios may also include a broader range of *existing* mutual fund positions, ETNs, individual securities, derivatives, and non-correlating asset classes. Individual securities may include common or preferred stocks, bond debentures, U.S. Government issues, notes, commercial paper, etc. Derivatives typically refer to options, futures and swaps that may be used to hedge risk or to exchange a floating rate of return for fixed rate of return. Non-correlating assets also include commodities, managed futures funds, private equity and real estate that may be employed to enhance the diversity of a portfolio; typically acting as a counterbalance should investments within a portfolio of stocks and bonds fall in value. This is not an all-inclusive list. In limited circumstances, the firm may engage in shorter-term investment strategies when requested by the client.

Investment Strategy and Method of Analysis Material Risks

Investment Strategy Risks

While Aqua Capital Advisors believes its strategies and investment selection is designed to potentially produce the highest possible return for a given level of risk, it cannot warrant or guarantee that an investment objective or planning goal will be achieved. Some investment decisions made by the firm and/or client may result in loss, which may include the original principal invested. In general, risks regarding markets include interest rates, company, and management risk, among others. Examples include:

Company Risk – When investing in securities, there is always a certain level of company or industry-specific risk that is inherent in each company or issuer. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry.

Core + Satellite Strategies – Strategies involving Core + Satellite investing may have the potential to be affected by “active risk” or “tracking error risk,” which might be defined as a deviation from the stated benchmark. If the core portfolio attempts to closely replicate a stated benchmark, the source of the tracking error or deviation may come from a satellite portfolio or position, or from a “sample” or “optimized” index fund or ETF/ETN that may not as closely align the stated benchmark. In these instances, the firm may choose to reduce the weighting of a satellite holding, utilize very active satellites, or use a “replicate index” position as part of its core holdings to minimize the effects of the tracking error in relation to the overall portfolio.

Financial Risk – Excessive borrowing to finance business operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Management Risk – An investment with a firm varies with the success and failure of its investment strategies, research, analysis and determination of its portfolio. If an investment strategy were not to produce expected returns, the value of the investment would decrease.

Market Risk – When the stock market as a whole or an industry as a whole falls, it can cause the prices of individual stocks to fall indiscriminately. This is also called systemic or systematic risk.

Research Data – When research and analyses are based on commercially available software, rating services, general market and financial information, or due diligence reviews, a firm is relying on the accuracy and validity of the information or capabilities provided by selected vendors, rating services, market data, and the issuers themselves. Therefore, while our firm makes every effort to determine the accuracy of the information received, we cannot predict the outcome of events or actions taken or not taken, or the validity of all information researched or provided which may or may not affect the advice on or investment management of an account.

Security-Specific Material Risks

ETF/ETN and Mutual Fund Risk – ETFs/ETNs and mutual funds may carry additional expenses based on their share of operating expenses and certain brokerage fees, which may result in the potential duplication of certain fees. The risk of owning these types of holdings also reflects the risks of their underlying securities.

Fixed Income Risks – Various forms of fixed income instruments, such as bonds, money market funds, bond funds, and certificates of deposit, may be affected by various forms of risk, including:

Credit Risk - The potential risk that an issuer would be unable to pay scheduled interest or repay principal at maturity, sometimes referred to as “default risk.” Credit risk may also occur when an issuer’s ability to make payments of principal and interest when due is interrupted. This may result in a negative impact on all forms of debt instruments, as well as funds or ETF share values that hold these issues. Bondholders are creditors of an issuer and have priority to assets before equity holders (i.e., stockholders) when receiving a payout from liquidation or restructuring. When defaults occur due to bankruptcy, the type of bond held will determine seniority of payment.

Duration Risk - Duration is a measure of a bond’s volatility, expressed in years to be repaid by its internal cash flow (interest payments). Bonds with longer durations carry more risk and have higher price volatility than bonds with shorter durations.

Interest Rate Risk - The risk that the value of the fixed income holding will decrease because of an increase in interest rates.

Liquidity Risk - The inability to readily buy or sell an investment for a price close to the true underlying value of the asset due to a lack of buyers or sellers. While certain types of fixed income are generally liquid (i.e., bonds), there are risks which may occur such as when an issue trading on any given period does not readily support buys and sells at an efficient price. Conversely, when trading volume is high, there is also a risk of not being able to purchase a particular issue at the desired price.

Reinvestment Risk – With declining interest rates, investors may have to reinvest interest income or principal at a lower rate.

Index Investing – ETFs/ETNs and indexed funds have the potential to be affected by “active risk” or “tracking error risk;” defined in the earlier paragraph with respect to Core + Satellite risks.

QDI Ratios – While many ETFs, ETNs, and index mutual funds are known for their potential tax-efficiency and higher “qualified dividend income” (QDI) percentages, there are asset classes within these investment vehicles or holding periods within that may not benefit. Shorter holding periods, as well as commodities and currencies (that may be part of an ETF/ETN or mutual fund portfolio), may be considered “non-qualified” under certain tax code provisions. We consider a holding’s QDI when tax-efficiency is an important aspect of the client’s portfolio.

Item 9 - Disciplinary Information

Neither the firm nor any member of its management has been involved in a material criminal or civil action in a domestic, foreign or military jurisdiction, an administrative enforcement action, or self-regulatory organization proceeding that would reflect poorly upon our firm's advisory business or the integrity of our firm.

Item 10 - Other Financial Industry Activities and Affiliations

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

The firm's policies require it and its personnel to conduct business activities in a manner that avoid actual or potential conflicts of interest between the firm, employees and clients, or that may otherwise be contrary to law. The firm will provide disclosure to its client prior to and throughout the term of an engagement of any conflicts of interest which will or may reasonably compromise its impartiality or independence.

Aqua Capital Advisors and its associates are engaged for fee-only advisory services. As such, neither the firm, management, nor its associates are registered or have an application pending to register as a Financial Industry Regulatory Authority (FINRA) or National Futures Association (NFA) introducing broker, or as a futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of the foregoing entities. Further, neither the firm nor a member of its management is, or has a material relationship with any of the following types of entities:

- banking or thrift institution;
- lawyer or law firm;
- accountant or accounting firm;
- insurance company or agency;
- pension consultant;
- real estate broker or dealer;
- sponsor or syndicator of limited partnerships; or
- investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund).

Upon client request and when appropriate to do so, the firm may provide referrals to various professionals, such as an attorney or insurance agent. The firm does not have an agreement with or receive fees from these professionals for these informal referrals. Any fees charged by these other entities for their services are completely separate from advisory fees charged by our advisory firm.

Recommendation or Selection of Other Investment Advisors and Conflicts of Interest

Should our firm offer a recommendation to another unaffiliated registered investment advisor to manage a portfolio, the firm will first ensure it has conducted what is believed to be an appropriate level of due diligence on the recommended third-party investment advisor, to include ensuring the advisory firm is appropriately registered or notice-filed within a client's jurisdiction. Please note that Aqua Capital Advisors is not paid for this referral, nor will our firm share in the asset-based fee that an account will be assessed by the third-party investment manager.

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

Code of Ethics Description

The firm has adopted a Code of Ethics that sets forth the policies of ethical conduct for all personnel and accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulation but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities. The firm's policies include the prohibition against insider trading, circulation of rumors, certain political contribution activities, among others.

Firm personnel that are CFP® Professionals must also adhere to the Certified Financial Planner Board of Standards and Code of Ethics. These principles include:

Principle 1 – Integrity

An advisor will provide professional services with integrity. Integrity demands honesty and candor which must not be subordinated to personal gain and advantage.

Advisors are placed by clients in positions of trust, and the ultimate source of that trust is the advisor's personal integrity. Allowance can be made for innocent error and legitimate differences of opinion but integrity cannot co-exist with deceit or subordination of one's principles.

Principle 2 – Objectivity

An advisor will provide professional services objectively. Objectivity requires intellectual honesty and impartiality. Regardless of the particular service rendered or the capacity in which an advisor functions, an advisor should protect the integrity of their work, maintain objectivity and avoid subordination of their judgment.

Principle 3 – Competence

Advisors will maintain the necessary knowledge and skill to provide professional services competently.

Competence means attaining and maintaining an adequate level of knowledge and skill, and applying that knowledge effectively in providing services to clients. Competence also includes the wisdom to recognize the limitations of that knowledge and when consultation with other professionals is appropriate or referral to other professionals necessary. Advisors make a continuing commitment to learning and professional improvement.

Principle 4 – Fairness

Advisors will be fair and reasonable in all professional relationships. Fairness requires impartiality, intellectual honesty and disclosure of material conflict(s) of interest. It involves a subordination of one's own feelings, prejudices and desires so as to achieve a proper balance of conflicting interests.

Fairness is treating others in the same fashion that you would want to be treated and is an essential trait of any professional.

Principle 5 – Confidentiality

Advisors will protect the confidentiality of all client information. Confidentiality means ensuring that information is accessible only to those authorized to have access. A relationship of trust and confidence with the client can only be built upon the understanding that the client's information will remain confidential.

Principle 6 – Professionalism

Advisors will act in a manner that demonstrates exemplary professional conduct.

Professionalism requires behaving with dignity and courtesy to all who use their services, fellow professionals, and those in related professions. Advisors cooperate with fellow advisors to enhance and maintain the profession's public image and improve the quality of services.

Principle 7 – Diligence

Advisors will provide professional services diligently. Diligence is the provision of services in a reasonably prompt and thorough manner, including the proper planning for, and supervision of, the rendering of professional services.

The firm periodically reviews and amends its Code of Ethics to ensure currency; all firm access persons are required no less than annually to attest to their understanding and adherence.

Aqua Capital Advisors will provide of copy of its Code of Ethics to all clients and prospective clients upon request.

Privacy Policy

A copy of the firm's privacy policy notice will be provided to each client prior to, or contemporaneously with, the execution of an engagement agreement. The firm will notify its clients annually of its privacy policy and at any time, in advance, if its policy is expected to change.

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither Aqua Capital Advisors nor any related person are authorized to recommend to a client, or effect a transaction for a client, involving any security in which the firm or a related person has a material financial interest, such as in the capacity as an underwriter, advisor to the issuer, etc.

Employees are prohibited from taking or providing a loan from a client unless it is an approved financial institution.

The firm recognizes that should it act as the advisor to the sponsor of an ERISA-qualified retirement plan (i.e., 401(k) or pension plan) and one of its investment advisor representatives performs in an advisory capacity with one or more of the plan's participants, a potential or implied conflict of interest may occur. The firm may require its employee to cease in this plan participant advisory capacity or, upon disclosure to and approval from the plan sponsor, allow the dual advisory role to continue and with consideration made to offset participant fees.

As noted in Item 4 of this disclosure, Aqua Capital Advisors provides financial planning, investment consultation and investment supervisory services to its clients on a fee-only basis. Due to firm offering all of these services to a client, a potential conflict of interest may exist. Therefore, the client is under no obligation to act upon the firm's recommendations. If the client elects to act on any of the firm's recommendations, they are under no obligation to effect the transaction through Aqua Capital Advisors or one of its recommended providers.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

The firm does not trade for its own account (e.g., proprietary trading). Related persons may buy or sell securities similar to those recommended to clients for their accounts. The firm may also make recommendations or take action with respect to investments for its clients that may differ in nature or timing from recommendations made to or actions taken for other clients or its employees. However, at no time will Aqua Capital Advisors or any related party receive preferential treatment over its clients.

In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading (i.e., trading ahead of a client's order, etc.), firm policy may require that restricting or prohibiting related person's transactions in specific securities transactions. Any exceptions or trading pre-clearance must be approved by the firm's Chief Compliance Officer in advance of the transaction in any related person's account. The firm maintains the required personal securities transaction records per regulation.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

Please see responses in the previous section (*Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest*).

Item 12 - Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

Aqua Capital Advisors does not maintain physical custody of client assets (see Item 15). Client assets must be maintained in an account at a "qualified custodian" (generally a broker/dealer, bank or trust company) that is frequently assessed for its capabilities to serve as a custodian by their respective industry regulatory authority. Our firm is not a custodian nor does it have an affiliate that is a custodian.

When a client has engaged the firm to provide investment supervisory services, we will frequently recommend the use of the institutional services division of Charles Schwab & Company, Inc. ("Schwab"), a FINRA and SIPC member.³ As stated earlier, our firm is independently owned and operated and is not legally affiliated with Schwab or any other firm we may recommend.

Schwab will hold client assets in an account in the client's name and will buy and sell securities when our firm instructs them. While our firm recommends that a client use Schwab as their service provider, the client must decide whether to do so, and their account with Schwab will be entered into via an account agreement directly with Schwab. Aqua Capital Advisors does not open the account for the client but will assist the client in doing so.

³ Aqua Capital Advisors, LLC is not, nor required to be, a FINRA or Securities Investor Protection Corporation (SIPC) member. A client may learn more about the SIPC and how it serves member firms and the investing public by going to its website at <http://www.sipc.org>.

The institutional platform services Schwab provides our firm include, among others, brokerage, custody, and other related services. Schwab services assist our firm in managing and administering clients' accounts include software and other technology that:

- provide access to client account data (such as trade confirmations and account statements);
- facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
- provide limited research, securities pricing and other market data;
- facilitate payment of fees from clients' accounts;
- online document storage of client accounts held at Schwab; and
- assist with certain back-office functions, recordkeeping and client reporting.

Schwab also offers other services intended to help our firm manage and further develop its advisory practice. Such services include, but are not limited to, performance reporting, industry publications, access to educational conferences and webinars, access to other third-party service providers that provide a wide array of business-related services and technology with whom the firm may directly contract. Many of Schwab's services are generally available on an unsolicited basis (our firm does not have to request them) and at no charge to our firm as long as we maintain client account assets with Schwab. Even under these circumstances, Schwab may charge accountholders transaction-related fees for certain securities trades executed through them.

Schwab provides our firm with certain brokerage and research products and services that may qualify as "brokerage or research services" under Section 28(e) of the Securities Exchange Act of 1934. The availability of these services from Schwab benefits our firm because it does not have to separately produce or purchase them. Aqua Capital Advisors does not have to pay for these services as long as its clients maintain assets in accounts with Schwab. Beyond that, these services are not contingent upon our firm committing any specific amount of business to Schwab in trading commissions or assets in their custody. This is a potential conflict of interest since our firm may have an incentive to select or recommend a custodian based on our firm's interests in receiving research or other products or services made available to our firm rather than on our clients' interest in receiving most favorable execution. Our firm believes, however, that its selection of Schwab as custodian is in the best interests of our clients, and our firm's selection is primarily supported by the scope, quality, and price of Schwab's services and not their services that benefit only our firm.

Our firm periodically conducts an assessment of any service provider recommended, including Schwab, which generally includes a review of Schwab's range of services, reasonableness of fees, among other items, and in comparison to their industry peers.

Best Execution

Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed in the previous section. Our firm recognizes its obligation in seeking "best execution" for clients, however, it is the firm's belief that the determinative factor is not always the lowest possible cost but whether the selected service provider's transactions represent the best "qualitative" execution while taking into consideration the full range of services provided. Therefore, our firm will seek services involving competitive rates but it may not necessarily result in the lowest possible rate for each transaction.

Our firm periodically reviews policies regarding recommending service providers to clients in light of its duty to seek best execution. The firm has determined that having Schwab execute its trades is consistent with this obligation.

Directed Brokerage

Aqua Capital Advisors does not require or engage in directed brokerage involving client accounts.

A client may direct the firm to use another particular broker/dealer or custodian to execute some or all transactions for an account. In these circumstances, the client will be responsible for negotiating, in advance, the terms and/or arrangements for their account with their selected service provider. Aqua Capital Advisors will not be obligated to seek better execution services or prices from these other service providers, or able to aggregate a self-directed brokerage client's transactions (should our firm choose to do so) for execution through other custodians with orders for other accounts managed by our firm. As a result, a self-directed client may pay higher commissions or other transaction costs, experience greater spreads, or receive less favorable net prices, on transactions for their account than may otherwise be the case. Moreover, pursuant to our firm's obligation of best execution, the firm may decline a client request to direct brokerage if it is believed any directed brokerage arrangement would result in additional operational difficulties or risk to our firm.

Aggregating Securities Transactions

Transactions for each client will generally be effected independently unless the firm decides to purchase or sell the same securities for several clients at approximately the same time often termed "aggregated" or "batched" orders. The firm may (but is not obligated to) aggregate orders in an attempt to obtain better execution, negotiate favorable transaction rates, or to allocate equitably among client accounts should there be differences in prices and commissions or other transaction costs that might have been obtained had such orders been separately placed. Client accounts where trade aggregation is disallowed or infeasible may be assessed higher transaction costs than those that are batched.

Within aggregated orders, transactions will generally be averaged as to price and allocated among the clients on a *pro rata* basis on any given day and the firm will attempt to do so in accordance with applicable industry rules. The firm shall not receive any additional compensation or remuneration as a result of the aggregated transactions.

In the event the firm determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include (in no particular order):

- when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weighting relative to other portfolios with similar mandates;
- allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts;
- if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts, such as that which might occur due to unforeseen changes in an account's assets after the order is placed;
- with respect to sale allocations, allocations may be given to accounts low in cash;

- when a *pro rata* allocation of a potential execution would result in a *de minimis* allocation in one or more accounts, an account may be excluded from the allocation and transactions may be executed on a *pro rata* basis among the remaining accounts; or
- when a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis, with an eye toward the “randomness” of the process (i.e., not always A-to-Z or vice versa, etc.).

The firm reviews both its trade aggregation procedures and allocation processes on a periodic basis to ensure it remains within stated policies and/or regulation.

Trade Errors

The firm corrects all trade errors through a Trade Error Account maintained by the firm’s custodian, and the firm may be responsible for trading error losses in an account. Likewise, the firm may also receive any gains resulting from the correction of any trade errors and, therefore, may potentially receive a benefit from this arrangement.

Item 13 - Review of Accounts

Review of Client Accounts or Financial Plans and Persons Involved

Whether and how often the firm will review a client account depends upon the type of service the client has engaged the firm to provide. Not all types of agreements automatically include periodic reviews.

Financial planning and investment account reviews will be conducted by a firm investment advisor representative, as well as oversight by supervisory staff.

Financial Planning and Investment Consultation Accounts

Hourly, as-needed financial planning and investment consultation agreements with Aqua Capital Advisors terminate upon delivery of the plan or advice to the client. The firm does not automatically provide ongoing reviews under this type of agreement, and is under no obligation to contact a client whose engagement was completed to recommend changes to his or her financial plan, or to any of the recommendations and advice provided in the past. Reviews are an important part of ensuring that a plan continues to meet a client’s needs, however, and Aqua Capital Advisors encourages all clients to re-engage the firm for periodic check-ups or portfolio reviews. It is the client's responsibility to initiate these reviews under a new or amended client agreement.

Investment Accounts

Aqua Capital Advisors reviews investment accounts on a regularly scheduled basis. Additional reviews may be triggered by events or research related to a specific holding, a change in the firm’s view of the merits of a holding, or information related to the macro-economic climate affecting a sector or holding within that sector. The firm may review portfolio management accounts when considering an additional holding or an increase in a current position. If a client needs to generate cash, adds cash, or if the cash level rises above what our firm believes is appropriate for the investment environment, given that particular client's stated risk tolerance and objectives, this may also trigger a review.

Content of Client Provided Reports and Frequency

Clients will receive account statements sent directly from mutual fund companies, transfer agents, custodians or brokerage companies where their investments are held. They are urged to carefully review these statements for accuracy and clarity, and to ask questions when something is not clear.

Aqua Capital Advisors may provide quarterly reports or position performance summary reports, and annual realized gains/loss reports for taxable accounts. Some clients may receive additional reports depending on their specific requirements.

All firm performance reports (if any are provided) will be in prepared in accordance with appropriate jurisdictional guidance. Clients are urged to carefully review and compare account statements that they have received directly from their service provider with any report received from Aqua Capital Advisors.

Item 14 - Client Referrals and Other Compensation

The firm does not engage in solicitation activities as defined by statute, nor does it pay a direct or indirect fee for referrals.

Investment advisor representatives of the firm may be individual members of the Certified Financial Planner Board of Standards, Inc., or other firm-approved professional associations, where their information may be available on an association's websites for public view. These passive websites may provide a means for an interested person to reach an individual planner via listed contact information. Prospective clients locating the firm or an associated investment advisor representative via the noted venue is not actively marketed by the CFP® Board or another association; nor do they pay more for their services than another client who may be referred in another fashion, such as a personal referral from another advisor client. Further, firm policy does not allow it or an employee to pay these associations for prospective client referrals, nor are there fee-sharing arrangements reflective of a solicitor engagement.

Item 15 - Custody

Client funds and securities will be maintained by unaffiliated, qualified custodians (such as Schwab), banks, broker-dealers, mutual fund companies, or transfer agents and not with or by the firm nor any of its associates.

Aqua Capital Advisors will not accept or forward client assets (i.e., stock certificates, etc.) errantly delivered to the firm.

At no time will a firm employee be authorized to have knowledge of a client's account access information (i.e., online 401(k), personal brokerage, or bank accounts), even for the "accommodation" of the client or their legal agent.

Firm policies restrict the firm and its associated persons from acting as trustee for or having full power of attorney over a client account.

Firm fees are not to be collected for \$500 or more in advance for advisory services to be performed more than six months into the future.

Investment account clients are provided with transaction confirmations and summary account statements sent directly from their selected service provider. Typically, these statements are provided on a monthly or quarterly basis, or as transactions occur. Clients are reminded to inform the firm, at its main office, if they do not receive these statements in a timely fashion.

Clients may receive reports from the firm that summarize account performance and they are urged to compare their account statements received from the assigned service provider with those reports they receive from Aqua Capital Advisors.

Item 16 - Investment Discretion

Our firm provides its various forms of investment advisory services (as described in Item 4) under either *discretionary* or *non-discretionary* account authority, and as determined by your written engagement agreement. Generally, investment supervisory services are provided under a *discretionary* agreement.

Similar to a limited power of attorney, *discretionary authority* allows the firm to implement investment decisions, such as the purchase or sale of a security on behalf of a client account, without requiring the client's prior authorization for each transaction in order to meet stated account objectives. The service provider maintaining the account will specifically limit our firm's authority to the placement of trade orders and the request for the deduction of advisory fees. The client will grant this authorization through the execution of the firm's written engagement agreement as well as the selected custodian's account opening documents.

A client may prefer an account to be managed in a *non-discretionary* manner, requiring prior approval for each transaction with regard to the investment and reinvestment of account assets or for the firm to give instructions to the service provider maintaining the account.⁴ In light of the requirement for client pre-approval, the accountholder or other authorized person must make themselves available and keep our firm updated on contact information so that instructions can be efficiently effected on behalf of the account. The firm, in its discretion, has the authority to either terminate the account or continue to manage the account under a higher asset-based fee.

All account restrictions, limitations, and rescissions will be made in writing by the client and approved in writing by a firm principal. A record will be made and retained per regulation for each of these actions.

Item 17 - Voting Client Securities

Proxy Voting

The firm does not vote client proxies nor provide guidance on the voting of client proxies. Clients maintain exclusive responsibility for directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted as well as making all other elections relative to mergers, acquisitions, tender offers or other events pertaining to the client's investment assets.

Other Corporate Actions

The firm will not offer guidance on or have the power, authority, responsibility, or obligation to take any action with regard to any claim or potential claim in any bankruptcy proceeding, class action securities litigation or

⁴ An advisor's decision regarding only the price or time at which a pre-authorized trade is executed is not considered the exercise of discretion.

other litigation or proceeding relating to securities held at any time in a client account, including, without limitation, to file proofs of claim or other documents related to such proceeding, or to investigate, initiate, supervise or monitor class action or other litigation involving client assets.

Firm's Receipt of Materials

Clients may receive proxies or other similar solicitations sent directly from their selected custodian or transfer agent. If the firm receives correspondence for a client relating to the voting of their securities, class action litigation, or other corporate actions, it will typically forward the correspondence to the client or another entity (i.e., client counsel, etc.) if so directed.

Item 18 - Financial Information

Balance Sheet

Aqua Capital Advisors does not directly withdraw its advisory fees from a client's bank or investment accounts. The firm relies on the services of a qualified custodian to conduct this withdrawal of fees.

The firm will not have physical custody of client assets.

Aqua Capital Advisors will not collect fees from a client account for \$500 or more for advisory services to be performed six months or more in advance.

Due to the nature of our firm's services and operational practices, an audited balance sheet is not required nor included in this brochure.

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

The firm and its management do not have a financial condition likely to impair their ability to meet commitments to clients.

Bankruptcy Petitions during the Past 10 Years

The firm and its management have not been the subject of a bankruptcy petition at any time during the past 10 years.

Item 19 - Requirements for State-Registered Advisors

Principal Executive Officer

Managing Member/Chief Compliance Officer/Financial Planner/Investment Advisor Representative

Jeff Fang, CFP®⁵

Year of Birth: 1965

CRD #: 4546975

Educational Background and Business Experience

Regulatory guidance requires the firm to disclose relevant post-secondary education and professional training for each principal executive and associate of the firm through the ADV Part 2A and/or ADV Part 2B (Brochure Supplement), as well as their business experience for at least the previous five years.

Education

B.S. Electrical Engineering – University of Alabama; Tuscaloosa, AL
CERTIFIED FINANCIAL PLANNERTM, CFP[®]
Completed Certified Investment Management AnalystSM Certification Courses

Experience

Managing Member/Chief Compliance Officer
Aqua Capital Advisors LLC (2009-Present)

Assistant Vice President/Wealth Management Advisor
Bank of America/Merrill Lynch & Co. (2002-2009)

Other Business Activities

There are no other reportable business activities.

Additional Compensation

Mr. Fang is not compensated for advisory services involving performance-based fees nor does he accept or receive additional economic benefit, such as sales awards or other prizes, for providing advisory services to clients. He is not a senior executive of or insider to an issuer of a security.

Mr. Fang is not registered, nor has an application pending to register, as a registered representative of a broker/dealer or associated person of a futures commission merchant, commodity pool operator, or commodity trading advisor. Therefore, he does not receive commissions, bonuses or other compensation based on the sale of securities or other investment products, including that as a registered representative of a broker/dealer, and including distribution or service ("trail") fees from the sale of mutual funds.

Disciplinary Information

Registered investment advisors are required to disclose certain material facts regarding any legal or disciplinary events that would be material to your evaluation of each officer or a supervised person providing investment advice. No reportable information is applicable to this section under published guidelines.

Supervision

Mr. Fang serves in multiple capacities with the firm, including Managing Member, Chief Compliance Officer, Financial Planner and Investment Advisor Representative. The firm recognizes that not having all organizational duties segregated may potentially create a conflict of interest; firm policies and procedures ensure timely, accurate recordkeeping and supervision. Certain functions may be outsourced to assist in these efforts when deemed necessary. Questions relative to the firm, staff, its services, or this ADV Part 2 may be made to the attention of Mr. Fang at (310) 461-1601.

Clients that may have questions about the contents of this brochure should contact Aqua Capital Advisors LLC at (310) 461-1601. Additional information about the firm or an individual advisor is available on the SEC's website at www.adviserinfo.sec.gov. A search of this site for firms or their associated personnel can be accomplished by name or a unique firm identifier, known as an IARD number. The IARD number for Aqua Capital Advisors LLC is 151887.

The business and disciplinary history of an investment advisory firm and its representatives may also be obtained by calling the California Securities Regulation Division at (866) 275-2677.

Business Continuity Plan

Aqua Capital Advisors maintains a business continuity plan that is integrated within the organization to ensure it appropriately responds to events that pose a significant disruption to its operations. A statement concerning the current plan is available under separate cover.

⁵The **CERTIFIED FINANCIAL PLANNER™**, CFP®, and federally registered CFP (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor’s Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board’s *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the *Standards of Professional Conduct*. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board’s enforcement process, which could result in suspension or permanent revocation of their CFP® certification.