

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

Form ADV, Part 2A, Item 1

**Cover Page**

**SharpePoint, LLC**

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April 29, 2019

**FORM ADV PART 2  
FIRM BROCHURE**

This brochure provides information about the qualifications and business practices of SharpePoint, LLC. If you have any questions about the contents of this brochure, please contact us at 480-999-3033. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about SharpePoint, LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for SharpePoint, LLC is 290719.

SharpePoint, LLC is a Registered Investment Adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

### ***Material Changes***

SharpePoint, LLC was established as a new Registered Investment Advisor in January 2018. Effective May 2018, SharpePoint, LLC became registered with the State of Arizona and is no longer under the jurisdiction of the Securities and Exchange Commission.

The summary below discusses only material changes since our annual update on March 18, 2019:

- The Chief Compliance Officer has changed from Dolman “Trey” Vineyard and is now Brian Robinson.

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### ***Advisory Business***

SharpePoint, LLC (hereinafter called "SharpePoint") is a Registered Investment Adviser based in Phoenix, Arizona, and incorporated under the laws of the State of Arizona. SharpePoint is owned by Robinson Financial Advisors, LLC (owned by Brian Robinson), D'Vine Financial, LLC (owned by Dolman "Trey" Vineyard) and Regan & Associates LLC (owned by James Regan). SharpePoint is registered with the State of Arizona, and is subject to its rules and regulations. Founded in January 2018, SharpePoint provides investment advisory services, which may include, but are not limited to, the review of client investment objectives and goals, recommending asset allocation strategies of managed assets among investment products such as cash, stocks, mutual funds and bonds, annuities, and/or preparing written investment strategies. Our investment advice is tailored to meet our clients' needs and investment objectives. Clients may impose restrictions on investing in certain securities or types of securities (such as a product type, specific companies, specific sectors, etc.) by providing a signed and dated written notification, of which an e-mail is also an acceptable form of notification. SharpePoint also provides financial planning consulting services including, but not limited to, risk assessment/management, investment planning, estate planning, financial organization, or financial decision making/negotiation.

SharpePoint provides investment advisory and other financial services through its Investment Advisory Representatives ("IAR") to accounts opened with SharpePoint. Managed Accounts are available to individuals, charitable organizations and small businesses.

SharpePoint provides discretionary and non-discretionary investment advisory services to some of its clients through various managed account programs. SharpePoint will assist clients in determining the suitability of the Managed Account Programs for the client. The IAR is compensated through a comprehensive single fee and the account may be assessed other charges associated with conducting a brokerage business. SharpePoint and its IAR, as appropriate, will be responsible for the following:

- Performing due diligence
- Recommending strategic asset and style allocations
- Providing research on investment product options, as needed
- Providing client risk profile questionnaire
- Obtaining investment advisory contract from client with required financial, risk tolerance, suitability and investment vehicle selection information for each new account
- Performing client suitability check on account documentation, review the investment objectives and evaluate the investment vehicle selections
- Providing Firm Brochure (this document)

The firm currently has the following assets under management as of February 28, 2019.

Discretionary: \$88,922,790

Non-Discretionary: \$385,269

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### ***Fees and Compensation***

The following types of fees will be assessed:

**Asset Management** – Fees are charged in advance and are based primarily on asset size and the level of complexity of the services provided. In individual cases, SharpePoint has the sole discretion to negotiate fees that are lower than the standard fee shown or to waive fees. Fees are not based on the share of capital gains or capital appreciation of the funds or any portion of the funds. Comparable services for lower fees may be available from other sources. Fees for the initial month will be prorated based upon the number of calendar days in the month that the advisory agreement is in effect. Fees are based on the market value of the assets on the last business day of the previous month. Annual fees range from 1.00% - 1.50% depending on the amount of assets under management (“AUM”) – See chart below. Consulting services are included in these fees for asset management services with the exception of unique circumstances that may require a separate agreement for financial planning services (description and fees are discussed below). If the situation warrants separate financial planning fees, it will be discussed upfront and a separate agreement will be negotiated.

Fee Schedule for Asset Management:

Total Account Value	Maximum Annual Advisory Fee
\$0 - \$500,000	1.50%
\$500,001 – \$1,500,000	1.25%
\$1,500,001 - \$2,500,000	1.15%
\$2,500,001 - \$5,000,000	1.00%
\$5,000,001 or more	Negotiable

As authorized in the client agreement, the account custodian withdraws SharpePoint, LLC’s advisory fees directly from the clients’ accounts according to the custodian’s policies, practices, and procedures. The custodial statement includes the amount of any fees paid to SharpePoint for advisory services. You should carefully review the statement from your custodian/broker-dealer’s statement and verify the calculation of fees. Your custodian/broker-dealer does not verify the accuracy of fee calculations.

Fees are charged in advance on a monthly basis, meaning that advisory fees for each month are charged on the first day of the month. Clients may terminate investment advisory services obtained from SharpePoint, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with SharpePoint. The client is responsible for any fees and charges incurred by the client from third parties as a result of maintaining the account, such as transaction fees for any securities transactions executed and account maintenance or custodial fees. Thereafter, the client may terminate advisory services upon written notice delivered to and received by SharpePoint. Clients who terminate investment advisory services during a month are charged a prorated advisory fee based on the date of SharpePoint's receipt of client's written notice to terminate. Any earned but unpaid fees are immediately due and payable and any unearned pre-paid fees will be immediately refunded.

**Financial Planning** – Financial planning services are charged in advance through a fixed fee arrangement as agreed upon between the client and SharpePoint, LLC. There will never be an instance where \$500 or more in fees is charged six or more months in advance. Fees are negotiable and vary depending upon the complexity of the client situation and services to be provided. Fixed fees range from \$1,200 to \$10,000 per project. An estimate for total hours and charges is determined at the start of the advisory relationship. Similar financial planning services may be available elsewhere for a lower cost to the client.

Typically, clients will be invoiced monthly for all time spent by SharpePoint as agreed upon by client or upon completion of the services if less than a month. Clients who wish to terminate the planning process prior to completion may do so with written notice. The client may obtain a refund of a pre-paid fee if the advisory contract is terminated before the end of the billing period by contacting Brian Robinson at 480-999-3033. Upon receipt of written notification, any earned fee will immediately become due and payable. A client may terminate an advisory agreement without being assessed any fees or expenses within five (5) days of its signing.

### **Additional Fees and Expenses**

In addition to advisory fees paid to SharpePoint as explained above, clients may pay custodial service, account maintenance, transaction, and other fees associated with maintaining the account. These fees vary by broker and/or custodian. Clients should ask SharpePoint for details on transaction fees or other custodial fees specific to their account, as these fees are not included in the annual advisory fee. SharpePoint does not share any portion of such fees. Additionally, for any mutual funds purchased, the client may pay their proportionate share of the funds' distribution, internal management, investment advisory and administrative fees. Such fees are not shared with SharpePoint and are compensation to the fund manager. Clients are urged to read the mutual fund prospectus prior to investing.

Mutual fund companies impose internal fees and expenses on clients. These fees are in addition to the costs associated with the investment advisory services as described above. Complete details of such internal expenses are specified and disclosed in each mutual fund company's prospectus. Clients are strongly advised to review the prospectus(es) prior to investing in such securities.

Mutual funds purchased or sold in broker-dealer accounts may generate transaction fees that would not exist if the purchase or sale were made directly with the mutual fund company. Mutual funds held in broker-dealer accounts also charge management fees. These mutual fund management fees may be more or less than the mutual fund management fees charged if the client held the mutual fund directly with the mutual fund company. Clients may purchase shares of mutual funds directly from the mutual fund issuer, its principal underwriter, or a distributor without purchasing the services of SharpePoint or paying the advisory fee on such shares (but subject to any applicable sales charges). Certain mutual funds are offered to the public without a sales charge. In the case of mutual funds offered with a sales charge, the prevailing sales charge (as described in the mutual fund prospectus) may be more or less than the applicable advisory fee. However, clients would not receive SharpePoint's assistance in developing an investment strategy, selecting securities, monitoring performance of the account, and making changes as necessary.

Please refer to Item 12 "Brokerage Practices" of this brochure for additional information.

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

SharpePoint, LLC does not charge performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Performance-based fees are fees that are based on a share of capital gains or appreciation of the assets of a client. Our fees are calculated as described in Fees and Compensation section above, and are not charged on the basis of performance of your advisory account.

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### ***Types of Clients***

SharpePoint offers investment advisory services to individuals, charitable organizations and small businesses. There is a minimum account size of \$250,000 to open and maintain an advisory account.

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

SharpePoint's methods of analysis and investment strategies incorporate the client's needs and investment objectives, time horizon, and risk tolerance. SharpePoint is not bound to a specific investment strategy for the management of investment portfolios, but rather consider the risk

tolerance levels pre-determined gathered at the account opening, as well as on an on-going basis. Examples of methodologies that our investment strategies may incorporate include:

**Asset Allocation** – Asset Allocation is a broad term used to define the process of selecting a mix of asset classes and the efficient allocation of capital to those assets by matching rates of return to a specified and quantifiable tolerance for risk.

**Dollar-Cost Averaging** – Dollar-cost averaging is the technique of buying a fixed dollar amount of securities at regularly scheduled intervals, regardless of the price per share. This will gradually, over time, decrease the average share price of the security. Dollar-cost averaging lessens the risk of investing a large amount in a single investment at the wrong time.

**Technical Analysis** – involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.

**Long-Term Purchases** – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, 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, to take advantage of the securities' short term price fluctuations.

Our strategies and investments may have unique and significant tax implications. Regardless of your account size or other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Investing in securities involves risk of loss that clients should be prepared to bear. Although we manage your portfolio with strategies and in a manner consistent with your risk tolerances, there can be no guarantee that our efforts will be successful. You should be prepared to bear the risk of loss.

All investments involve the risk of loss, including (among other things) loss of principal, a reduction in earnings (including interest, dividends, and other distributions), and the loss of future earnings. These risks include market risk, interest rate risk, issuer risk, and general economic risk. Regardless of the methods of analysis or strategies suggested for your particular investment goals, you should carefully consider these risks, as they all bear risks.

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### ***Disciplinary Information***

SharpePoint, LLC or its Principal Executive Officers have not had any reportable disclosable events in the past ten years.



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

The IARs of SharpePoint are not currently registered with any broker dealer.

Neither SharpePoint nor its representatives are registered as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor.

The IARs of SharpePoint may also be licensed insurance agents with SharpePoint's affiliate, SharpePoint Insurance Group. From time to time, they may offer clients advice or products from those activities. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. SharpePoint always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of SharpePoint in their capacity as an insurance agent.

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

SharpePoint's Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect client interests at all times and to demonstrate our commitment to fiduciary duties of honesty, good faith, and fair dealing. All of SharpePoint's Associated Persons are expected to strictly adhere to these guidelines. Persons associated with SharpePoint, LLC are also required to report any violations to the Code of Ethics. Additionally, the firm maintains and enforces written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about our clients or client accounts by persons associated with our firm.

SharpePoint and its employees may buy or sell securities that are also held by clients. It is the expressed policy of the advisor that no person employed by our firm purchase or sell any security prior to the transaction being implemented for an advisory account; therefore, preventing such employees from benefiting from transactions placed on behalf of the advisory clients.

The advisor may have an interest or position in a certain security, which may also be recommended to the client. As these situations may present a conflict of interest, the advisor has established the following restrictions in order to ensure its fiduciary responsibilities:

1. A director, officer or employee of the advisor shall not buy or sell a security for their personal portfolio(s) where their decision is substantially derived, in whole or part, by reason of his or her employment, unless the information is also available to the investing public. No owner/employee of SharpePoint shall prefer their own interest to that of the client.

2. The advisor maintains a list of all securities held by the company and all directors, officers, and employees. These holdings are reviewed on a quarterly basis by the principal of the firm.
3. The advisor requires that all employees must act in accordance with all applicable Federal and State regulations governing registered investment advisors.
4. The advisor will not implement personal trades in any manner in which clients are at a disadvantage.

SharpePoint's Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting Brian Robinson at 480-999-3033.

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### ***Brokerage Practices***

In order for SharpePoint to provide asset management services, we request you utilize the brokerage and custodial services of TD Ameritrade Institutional, a division of TD Ameritrade, Inc. Member FINRA/SIPC ("TD Ameritrade"), for which we have an existing relationship. In considering which independent qualified custodian will be the best fit for SharpePoint's business model, we evaluate the following factors, which is not an all-inclusive list:

- Financial strength
- Reputation
- Reporting capabilities
- Execution capabilities
- Pricing, and
- Types and quality of research

While you are free to choose any broker-dealer or other service provider, we recommend that you establish an account with a brokerage firm with which we have an existing relationship. Such relationships may include benefits provided to our firm, including, but not limited to research, market information, and administrative services that help our firm manage your account(s). We believe that recommended broker-dealers provide quality execution services for our clients at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by the recommended broker-dealers, including the value of research provided, the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm.

You may direct us in writing to use a particular broker-dealer to execute some or all of the transactions for your account. If you do so, you are responsible for negotiating the terms and arrangements for the account with that broker-dealer. We may not be able to negotiate commissions, obtain volume discounts, or best execution. In addition, under these circumstances a difference in commission charges may exist between the commissions charged to clients who direct us to use a particular broker or dealer and other clients who do not direct us to use a particular broker or dealer.

SharpePoint does not have any soft dollar arrangements.

SharpePoint does not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

When SharpePoint buys or sells the same security for two or more clients (including our personal accounts), we may place concurrent orders to be executed together as a single “block” in order to facilitate orderly and efficient execution. Each client account will be charged or credited with the average price per unit. We receive no additional compensation or remuneration of any kind because we aggregate client transactions. No client is favored over any other client. If an order is not completely filled, it is allocated pro-rata based on an allocation statement prepared by SharpePoint prior to placing the order. Because of an order’s aggregation, some clients may pay higher transaction costs, or greater spreads, or receive less favorable net prices on transactions than would otherwise be the case if the order had not been aggregated. SharpePoint may choose to aggregate orders for its proprietary or personnel’s accounts with those of its clients.

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### ***Review of Accounts***

Client accounts are reviewed at least quarterly by Trey Vineyard, Brian Robinson or James Regan, Principal Executive Officers of the firm. Client accounts are reviewed with regard to their investment policies and risk tolerance levels.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by one of the Principal Executive Officers of the firm. There is only one level of review and that is the total review conducted to create the financial plan.

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

Each client will receive at least quarterly a written report that details the clients’ account which may come from the custodian.

Clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Clients may request additional plans or reports for a fee.

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### ***Client Referrals and Other Compensation***

SharpePoint may enter into “Solicitor/Finder” relationships. These individual solicitors offer our services to the public. SharpePoint pays a referral fee to the solicitor or finder based on its advisory

fee and written agreement. The final fee schedule will be disclosed in the client agreement. SharpePoint will charge the total fee to the client and pay the solicitor/finder their share of the total fee. Solicitor/finders will also be appropriately registered under federal and state securities laws, where applicable. Client receives all related agreements and disclosures prior to or at the time of entering into an Investment Advisory Agreement.

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### ***Custody***

SharpePoint does not have physical custody of any client funds and/or securities, and does not take custody of client accounts at any time. Client funds and securities will be held with a bank, broker dealer, or other independent qualified custodian. SharpePoint is considered to have limited custody by directly debiting fees with your written authorization in the Investment Advisory Agreement. You will receive account statements from the independent, qualified custodian holding your funds at least quarterly. The account statement from your custodian will indicate the amount of advisory fees deducted from your account(s) each billing cycle. Clients should carefully review statements received from the custodian.

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### ***Investment Discretion***

Before SharpePoint can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a limited power of attorney, and/or trading authorization forms. By choosing to do so, you may grant the firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. Clients may impose limitations on discretionary authority for investing in certain securities or types of securities (such as a product type, specific companies, specific sectors, etc.), as well as other limitations as expressed by the client. Limitations on discretionary authority are required to be provided to the IAR in writing. Please refer to the “Advisory Business” section of this Brochure for more information on our discretionary management services.

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### ***Voting Client Securities***

SharpePoint does not vote proxies on behalf of client advisory accounts. At your request, SharpePoint may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them

directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

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### ***Financial Information***

SharpePoint is not required to provide financial information to our clients because we do not require or solicit the prepayment of more than \$500 six or more months in advance.

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### ***Requirements for State-Registered Advisers***

Principal Executive Officers and Management Persons Education and Business Background:

**Dolman “Trey” Vineyard**  
**Managing Partner**

#### **Business Background:**

- SharpePoint, LLC, Managing Partner, January 2018 - Present
- Private Advisor Group, LLC d/b/a SharpePoint, LLC, Investment Advisor Representative, October 2012 – January 2018
- LPL Financial, LLC d/b/a/ SharpePoint, LLC, Registered Representative, October 2012 – January 2018
- Waddell & Reed, Financial Advisor, April 2008 – October 2012

#### **Educational Background:**

- University of Arizona, Bachelor of Art in Accounting, Graduated: 2007

**Brian Robinson**  
**Managing Partner and CCO**

**Business Background:**

- SharpePoint, LLC, Managing Partner/CCO, January 2018 – Present
- Private Advisor Group, LLC d/b/a SharpePoint, LLC, Investment Advisor Representative, October 2012 – January 2018
- LPL Financial, LLC d/b/a SharpePoint, LLC, Registered Representative, October 2012 – January 2018
- Waddell & Reed, Financial Advisor, September 2001 – October 2012

**Educational Background:**

- Arizona State University, Bachelor of Art in Economics, Graduated: 2000

**James Regan**  
**Managing Partner**

**Business Background:**

- SharpePoint, LLC, Managing Partner, January 2018 – Present
- Private Advisor Group, LLC d/b/a SharpePoint, LLC, Investment Advisor Representative, October 2012 – January 2018
- LPL Financial, LLC d/b/a SharpePoint, LLC, Registered Representative, October 2012 – January 2018

**Educational Background:**

- Illinois State University, Bachelor of Science in Marketing, Graduated: 2005

None of the Principal Executive Officers and Management persons listed have had any complaints or any events required to be disclosed in this section.

Neither SharpePoint, LLC nor any of its Management persons have any relationships or arrangements with any issuers of securities.