

Bluesphere Advisors LLC

Form ADV Part 2A – Disclosure Brochure

Effective: August 29, 2019

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Bluesphere Advisors LLC (“Bluesphere” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

Bluesphere is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information to assist you in determining whether to retain the Advisor.

Additional information about Bluesphere and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 283972.

Bluesphere Advisors LLC
2108 Dekalb Pike, East Norriton, PA 19401
Phone: (610) 277-1515
<http://www.bluesphereadvisors.com>

Item 2 – Material Changes

Bluesphere believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Bluesphere encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

Material Changes

The Advisor is transitioning as a state registered advisor to an advisor with the U.S. Securities and Exchange Commission ("SEC"). This Disclosure Brochure has been updated to reflect federal securities laws.

Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Bluesphere.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 283972. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

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Item 4 – Advisory Services

A. Firm Information

Bluesphere Advisors LLC (“Bluesphere” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”), which is organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Pennsylvania. Bluesphere was founded in May 2016 and is owned and operated by Sanjay K. Pawar (President and Chief Executive Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Bluesphere.

B. Advisory Services Offered

Bluesphere offers investment advisory services to individuals, high net worth individuals, trusts, estates and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under applicable laws and regulations. As such, each recommendation made as part of the advisory services is based on the belief that the recommendation is in the Client's best interest. Our fiduciary commitment to each Client is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services

Bluesphere provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and non-discretionary investment management and related advisory services. Bluesphere works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a customized investment strategy. Bluesphere will then construct an investment portfolio, consisting primarily of institutional mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client's investment goals. The Advisor may also utilize individual stocks, individual bonds, options and other types of investments, as appropriate, to meet the needs of certain Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Bluesphere's investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Bluesphere will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Bluesphere evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Bluesphere may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Bluesphere may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Bluesphere may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will Bluesphere accept or maintain custody of a Client's fund or securities, except for limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices.

Financial Planning Services

Bluesphere will typically provide a variety of financial planning services to individuals and families, pursuant to a written financial planning agreement. Financial planning and consulting services, including business transition services may also be included as a component of a Client's investment management services in order to provide a holistic service to certain Clients. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. Planning engagements may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, insurance, personal savings, education savings and other areas of a Client's financial situation. Financial consultation may also encompass business transition services, such as business valuation, deal structure, transition support, coordination of legal and accounting service providers. The Advisor also integrates a Client's business transition plan with a personal financial plan.

Bluesphere may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Retirement Plan Advisory Services

Bluesphere provides non-discretionary retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Employee Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

Certain of these services are provided by Bluesphere serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Bluesphere's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

Prior to engaging Bluesphere to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Bluesphere, in connection with the Client, will develop an investment strategy that seeks to achieve the Client's investment goals and objectives.
- Asset Allocation – Bluesphere will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – Bluesphere will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.

- Investment Management and Supervision – Bluesphere will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. Wrap Fee Programs

Bluesphere includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a “Wrap Fee Program”. The Advisor customizes its investment management services for its Clients. The Advisor sponsors the Bluesphere Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client’s account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 –Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

E. Assets Under Management

As of August 28, 2019, Bluesphere manages the following assets:

Discretionary Assets	\$68,813,296
Non-Discretionary Assets	\$43,468,338
Total Assets Under Management	\$112,281,634

Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that details the responsibilities of Bluesphere and the Client.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid either monthly or quarterly in arrears (the “billing period”), pursuant to the terms of the investment advisory agreement. Investment advisory fees range from 0.75% to 1.50% annually, depending on the size and complexity of the Client relationship. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first billing period of service is prorated from the inception date of the account[s] to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Bluesphere will be independently valued by the Custodian. Bluesphere will not have the authority or responsibility to value portfolio securities.

Financial Planning Services

Bluesphere offers financial planning services at an hourly rate of up to \$300 per hour or on a fixed engagement fee ranging from \$2,000 to \$40,000. Fees may be negotiable depending on the nature and complexity of each Client’s circumstances. An estimate for total hours and/or costs will be provided to the Client prior to engaging Bluesphere for these services.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.25%. Fees may be negotiable depending on the size and complexity of the Plan. Fees are payable either quarterly or monthly (the “billing period”) in arrears. The retirement plan advisory fee in the first billing period of service is prorated from the effective date of the agreement to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor.

B. Fee Billing

Investment Management Services

Investment advisory fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] for the billing period. The amount due is calculated by applying the monthly or quarterly rate to the total assets under management with Bluesphere at the end of the billing period. The Client acknowledges and agrees that if there is a shortfall in liquid cash or equivalents in your Account[s], the Advisor will instruct the Custodian to liquidate the necessary positions in such Account[s] to cover the amount of the fees under this agreement.

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting Bluesphere to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Financial Planning Services

Financial planning and consulting fees are invoiced in advance of the engagement deliverable[s] being completed. The Advisor will not collect fees that are greater than \$1,200 if the services will be completed six months or more in the future.

Retirement Plan Advisory Services

Bluesphere is compensated for its services at the billing period after advisory services are rendered. Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Bluesphere, in connection with investments made on behalf of the Client's account[s]. Bluesphere includes securities transactions costs as part of its overall investment advisory fee through the Bluesphere Wrap Fee Program. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to Bluesphere for investment advisory services or part of the Bluesphere Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by Bluesphere to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Management Services

Bluesphere is compensated for its investment advisory services at the end of the billing period, after rendering its services for the period. Either party may terminate the investment advisory agreement with Bluesphere, at any time, by providing advance written notice to the other party. In addition, if the Client did not receive the Disclosure Brochure at least 48 hours prior to entering into an agreement, the Client may also terminate the agreement within five (5) business days of signing the Advisor's investment advisory agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. The investment advisory agreement is not transferrable without the Client's prior consent.

Financial Planning Services

Bluesphere may be partially compensated for its financial planning services in advance. Either party may terminate the planning agreement, at any time, by providing written notice to the other party. In addition, the Client may terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate or the percentage completed for a fixed fee engagement. Refunds will be given on a pro rata basis. The financial planning agreement is not transferrable without the Client's prior consent.

Retirement Plan Advisory Services Fees

Bluesphere is compensated for its retirement plan advisory services at the end of the billing period. Either party may request to terminate their services with Bluesphere in whole or in part, by providing advance written notice to the other party. In addition, the Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be responsible for retirement plan advisory fees up to and including the effective date of termination. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Bluesphere does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

Bluesphere only utilizes performance-based fee arrangements with accounts of Qualified Clients with investable assets of \$20,000,000 and above. The performance-based fee arrangement is optional, based on whether the Client requests to be charged via a performance-based fee and would only apply if specified in the Client's investment advisory agreement.

Bluesphere may receive a performance fee based upon any gains obtained in the accounts of "Qualified Clients" pursuant to the terms an investment advisory agreement. Only Qualified Clients with either \$1,000,000 under management with the Advisor or a net worth of \$2,100,000 may be charged a performance fee. Qualified Clients that are charged a performance fee will be charged a 0% investment advisory fee.

The performance fee will be calculated at the close of each calendar quarter and deducted from Client accounts directly by the Custodian. The performance fee will be equal to 20% of any gains in the Client account[s] for the quarter, subject to a high-water mark calculation. Only gains above the high-water mark shall be subject to the performance fee. The Advisor will receive the performance fee only to the extent that there are cumulative gains since the last performance fee calculation in the Client's account[s] at the end of the quarter. Performance fee may be negotiable at the discretion of the Advisor.

Who is a "Qualified Client"?

The Investment Advisers Act of 1940 (the "Advisers Act"), Rule 205-3(d)(1) defines a "Qualified Client" who is financially sophisticated and meets one or more of the following conditions:

- Client is a natural person who, or a company that, immediately after entering into the contract has at least \$1,000,000 under the management of the Advisor;
- Client is a natural person who, or a company that, immediately prior to entering into the contract has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$2,100,000 at the time the contract is entered into.

The receipt of a performance fee by certain Clients results in a potential conflict of interest, where Bluesphere has the potential for higher compensation from a Client. Bluesphere will charge a 0% investment advisory fee to all Clients that are charged a performance fee.

Item 7 – Types of Clients

Bluesphere offers investment advisory services to individuals, high net worth individuals, trusts, estates and retirement plans. The amount of each type of client is available on Bluesphere's Form ADV Part 1A. Bluesphere generally does not impose a minimum size for establishing a relationship.

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

A. Methods of Analysis

Bluesphere primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from Bluesphere is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, Bluesphere generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Bluesphere will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Bluesphere may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Bluesphere will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Bluesphere may use margin with Client accounts to manage the timing of purchases and sales, as appropriate. Bluesphere may also employ options strategies to hedge or gain additional exposure.

Following are some of the risks associated with the Advisor's strategies:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The value of the ETFs will fluctuate with the value of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low volume. Authorized participants in an ETF may change at any time; this may result in change to the liquidity and the ability to redeem the ETF as the authorized participants control the number of shares of the ETF. The value of an ETF fluctuates based upon the market movements and may disassociate from the index being tracked or from the value of the underlying investments. An ETF purchased or sold at one point in the day may have a different value than the same ETF purchased or sold a short time later.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The value of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The value of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same value as a mutual fund purchased later that same day.

Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Bluesphere or any of its Supervised Persons. Bluesphere values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 283972.

Item 10 – Other Financial Industry Activities and Affiliations

Bluesphere is not involved in other business endeavors. Neither Bluesphere nor Mr. Pawar maintain any affiliations with other financial industry firms, other than contracted service providers to assist with the servicing of Client's accounts.

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

A. Code of Ethics

Bluesphere has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Bluesphere (our "Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Bluesphere and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Bluesphere associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

B. Personal Trading with Material Interest

Bluesphere allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Bluesphere does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Bluesphere does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

Bluesphere allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Bluesphere may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Bluesphere requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO"). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Bluesphere allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Bluesphere, or any Supervised Person of Bluesphere, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Bluesphere does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Bluesphere to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Bluesphere does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Bluesphere does not exercise discretion over the selection of the Custodian, the Advisor will typically recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by Bluesphere. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not utilized. Bluesphere may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices.

The Advisor will typically recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Bluesphere maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below. Choosing Schwab as the Custodian is not a requirement of the Bluesphere Wrap Program, other Custodians may be utilized by the Client.

Bluesphere does not receive research services, other products, or compensation as a result of recommending a Custodian that may result in the Client paying higher commissions than those obtainable through other Custodians.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and

other services. Bluesphere does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, Bluesphere does receive certain economic benefits from its relationship with Schwab. Please see Item 14 below.

2. Brokerage Referrals - Bluesphere does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a “directed brokerage basis”, where Bluesphere will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). Bluesphere will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Bluesphere will execute its transactions through the Custodian as directed by the Client. Bluesphere may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by the Advisory Person designated to the Client’s account[s] as well as Mr. Pawar, the CCO of Bluesphere. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A. above, each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client’s request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client’s financial situation, and/or large deposits or withdrawals in the Client’s account[s]. The Client is encouraged to notify Bluesphere if changes occur in the Client’s personal financial situation that might adversely affect the Client’s investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian’s website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client’s account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Bluesphere

Participation in Institutional Advisor Platform

Bluesphere has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like Bluesphere. As a registered investment advisor participating on the Schwab Advisor Services platform, Bluesphere receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and

many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to Bluesphere that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Bluesphere believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

B. Client Referrals from Solicitors

Bluesphere does not engage paid solicitors for Client referrals.

Item 15 – Custody

Bluesphere does not accept or maintain custody of any Client accounts, except for the authorized deduction of its fee. All Clients must place their assets with a "qualified custodian". Clients are required to execute agreements with the Custodian to retain their funds and securities and direct Bluesphere to utilize the Custodian for the Client's security transactions. Bluesphere encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

Item 16 – Investment Discretion

Bluesphere offers investment management services on a non-discretionary and discretionary basis. For accounts managed on a non-discretionary basis, Client approval is needed prior to execution of securities transactions. For accounts managed on a discretionary basis, Bluesphere will generally have discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Bluesphere. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Bluesphere will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Bluesphere does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither Bluesphere, nor its management, have any adverse financial situations that would reasonably impair the ability of Bluesphere to meet all obligations to its Clients. Neither Bluesphere, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Bluesphere is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

Form ADV Part 2A Appendix 1 Wrap Fee Program Brochure

Effective: August 29, 2019

This Form ADV 2A – Appendix 1 (“Wrap Fee Program Brochure”) provides information about the business practices and fees for Bluesphere Advisors LLC (“Bluesphere” or the “Advisor”) when Client transaction costs are included with investment advisory fees as a single fee. Bluesphere sponsors this Wrap Fee Program and provides this Wrap Fee Program Brochure as a supplement to the Bluesphere Disclosure Brochure, which provides complete details on the business practices of Bluesphere. If you did not receive the complete Bluesphere Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the Bluesphere Disclosure Brochure, please contact us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

Bluesphere is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information about Bluesphere to assist you in determining whether to retain the Advisor.

Additional information about Bluesphere and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 283972.

Item 2 – Material Changes

Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

Material Changes

The Advisor is transitioning as a state registered advisor to an advisor with the U.S. Securities and Exchange Commission ("SEC"). This Wrap Fee Brochure has been updated to reflect federal securities laws.

Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Bluesphere.

At any time, you may view the current Wrap Fee Program Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 283972. You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

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Item 4 – Services Fees and Compensation

Services

Bluesphere Advisors LLC (“Bluesphere” or the “Advisor”) provides customized investment management services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the Bluesphere Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting Bluesphere as your investment advisor.

As part of the investment advisory fees noted in Item 5 – Fees and Compensation of the Disclosure Brochure, Bluesphere includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees charged by the Custodians into the single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the Bluesphere Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on Bluesphere’s investment philosophy and related services.**

Program Costs

Advisory services provided by Bluesphere are offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to Bluesphere. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided be to each Client, however, the Client is not charged more if there is higher trading activity in the Client’s account[s]. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in the Client’s account[s]. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

Fees

Investment advisory fees are paid either monthly or quarterly in advance (the “billing period”), pursuant to the terms of the investment advisory agreement. Investment advisory fees range from 0.75% to 1.50% annually, depending on the size and complexity of the Client relationship. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first billing period of service is prorated from the inception date of the account[s] to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Bluesphere will be independently valued by the Custodian. Bluesphere will not have the authority or responsibility to value portfolio securities.

Investment advisory fees will be calculated by the Advisor or its delegate and deducted from the Client’s account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client’s account[s] for the billing period. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. The amount due is calculated by applying the monthly or quarterly rate to the total assets under management with Bluesphere at the end of the billing period. The Client acknowledges and agrees that if there is a shortfall in liquid cash or equivalents in your Account[s], the Advisor will instruct the Custodian to liquidate the necessary positions in such Account[s] to cover the amount of the fees under this agreement.

As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary and non-discretionary investment management services provided by Bluesphere.

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client’s account[s]. Under this Wrap Fee Program, Bluesphere includes securities transactions costs as part of

its overall investment advisory fee. Choosing Schwab as the Custodian is not a requirement of the Bluesphere Wrap Program, other Custodians may be utilized by the Client.

In addition, all fees paid to Bluesphere for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by Bluesphere to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

Compensation

Bluesphere is the sponsor and portfolio manager of this Wrap Fee Program. Bluesphere receives investment advisory fees paid by Clients for investment advisory services covered under this Wrap Fee Program.

Item 5 – Account Requirements and Types of Clients

Bluesphere offers investment advisory services to individuals, high net worth individuals, trusts, estates and retirement plans Clients. Bluesphere generally does not impose a minimum size for establishing a relationship.

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio Manager Selection

Bluesphere serves as the sponsor and portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 – Advisory Services of the Disclosure Brochure.

Related Persons

Bluesphere's Supervised Persons serve as portfolio managers for services under this Wrap Fee Program. Bluesphere does not act as portfolio manager for any third-party wrap fee programs.

Supervised Persons

As noted above, Supervised Persons serve as a portfolio manager for the Wrap Fee Program. Please refer to the complete Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the services provided by Bluesphere and the Brochure Supplement for the background of the Supervised Persons of Bluesphere.

Performance-Based Fees

Bluesphere only utilizes performance-based fee arrangements with accounts of Qualified Clients with investable assets of \$20,000,000 and above. The performance-based fee arrangement is optional based on whether the Client requests to be charged via a performance-based fee and would only apply if specified in the Client's investment advisory agreement.

Bluesphere may receive a performance fee based upon any gains obtained in the accounts of "Qualified Clients" pursuant to the terms an investment advisory agreement. Only Qualified Clients with either \$1,000,000 under management with the Advisor or a net worth of \$2,100,000 may be charged a performance fee. Qualified Clients that are charged a performance fee will be charged a 0% investment advisory fee.

The performance fee will be calculated at the close of each calendar quarter and deducted from Client accounts directly by the Custodian. The performance fee will be equal to 20% of any gains in the Client account[s] for the quarter, subject to a high-water mark calculation. Only gains above the high-water mark shall be subject to the performance fee. The Advisor will receive the performance fee only to the extent that there are cumulative gains since the last performance fee calculation in the Client's account[s] at the end of the quarter. Performance fee may be negotiable at the discretion of the Advisor.

Who is a “Qualified Client”?

The Investment Advisers Act of 1940 (the “Advisers Act”), Rule 205-3(d)(1) defines a “Qualified Client” who is financially sophisticated and meets one or more of the following conditions:

- Client is a natural person who, or a company that, immediately after entering into the contract has at least \$1,000,000 under the management of the Advisor;
- Client is a natural person who, or a company that, immediately prior to entering into the contract has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$2,100,000 at the time the contract is entered into.

The receipt of a performance fee by certain Clients results in a potential conflict of interest, where Bluesphere has the potential for higher compensation from a Client. Bluesphere will charge a 0% investment advisory fee to all Clients that are charged a performance fee.

Bluesphere does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Methods of Analysis

Please see Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss of the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the research and analysis methods employed by the Advisor.

Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Bluesphere will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.

Voting Client Securities

Bluesphere does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 7 – Client Information Provided to Portfolio Managers

Bluesphere is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the Bluesphere Privacy Policy (included after this Wrap Fee Program Brochure).

Item 8 – Client Contact with Portfolio Managers

Bluesphere is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at Bluesphere.

Item 9 – Additional Information

Disciplinary Information and Other Financial Industry Activities and Affiliations

Disciplinary Information

Bluesphere values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 283972. Please see Item 9 – Disciplinary Information of the Bluesphere Disclosure Brochure as well as Item 3 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

Other Financial Activities and Affiliations

Please see Item 10 – Other Financial Activities and Affiliation and Item 14 – Client Referrals and Other Compensation of the Bluesphere Disclosure Brochure as well as Items 4 and 5 of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure).

Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Bluesphere has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons subject to Bluesphere's compliance program (our "Supervised Persons"). Complete details on the Bluesphere Code of Ethics can be found under "Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading" in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

Review of Accounts

Securities in Client accounts are monitored on a regular basis by Sanjay K. Pawar, President and Chief Compliance Officer of Bluesphere. Please see Item 13 – Review of Accounts of the Disclosure Brochure (included with this Wrap Fee Program Brochure).

Other Compensation

Participation in Institutional Advisor Platform

Where Bluesphere does not exercise discretion over the selection of the Custodian, it does generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Bluesphere maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Bluesphere has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Bluesphere. As a registered investment advisor participating on the Schwab Advisor Services platform, Bluesphere receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services to Bluesphere that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Bluesphere believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Please see Item 14 – Other Compensation in the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on additional compensation that may be received by Bluesphere. The Brochure Supplements for each Advisory Person (also included with this Wrap Fee Program Brochure) provide details on outside business activities and the associated compensation, for all Supervised Person[s] with Bluesphere.

Client Referrals from Solicitors

Bluesphere does not engage paid solicitors for Client referrals.

Financial Information

Neither Bluesphere, nor its management have any adverse financial situations that would reasonably impair the ability of Bluesphere to meet all obligations to its Clients. Neither Bluesphere, nor any of its Supervised Persons, has been subject to a bankruptcy or financial compromise. Bluesphere is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in advance.

Form ADV Part 2B – Brochure Supplement

for

Sanjay K. Pawar, CFP[®], CFA[®]
President and Chief Compliance Officer

Effective: August 29, 2019

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Sanjay K. Pawar (CRD# **4747958**) in addition to the information contained in the Bluesphere Advisors LLC (“Bluesphere” or the “Advisor”) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Bluesphere Disclosure Brochure or this Brochure Supplement, please contact us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

Additional information about Mr. Pawar is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4747958.

Item 2 – Educational Background and Business Experience

Sanjay K. Pawar, born in 1973, is dedicated to advising Clients of Bluesphere in his role as the President and Chief Executive Officer. Mr. Pawar attended the Institute of Cost Accountants of India and graduated in 1996. Mr. Pawar also attended Institute of Chartered Accountants of India and graduated in 2003. Mr. Pawar earned his MBA in Finance from St. Joseph's University in 2005. Additional information regarding Mr. Pawar's employment history is included below.

Employment History:

President and Chief Executive Officer, Bluesphere Advisors LLC	06/2016 to Present
President, Pawar Consulting LLC	09/2015 to Present
Founder – Financial Advisor, BlueRock Advisory Group (A franchise of Ameriprise Financial Services, Inc.)	10/2003 to 06/2016
Adjunct Professor, Saint Joseph's University	08/2005 to 05/2008

Certified Financial Planner ("CFP®")

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® 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. Currently, more than 62,000 individuals have obtained CFP® certification in the United States.

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.

Chartered Financial Analyst® ("CFA®")

The Chartered Financial Analyst ("CFA") charter is a professional designation established in 1962 and awarded by CFA Institute. To earn the CFA charter, candidates must pass three sequential, six-hour examinations over two to four years. The three levels of the CFA Program test a wide range of investment topics, including ethical and professional standards, fixed-income analysis, alternative and derivative investments, and portfolio management and wealth planning. In addition, CFA charter holders must have at least four years of acceptable professional experience in the investment decision-making process and must commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct. Chartered Financial Analyst and CFA are trademarks owned by CFA Institute.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Pawar. Mr. Pawar has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Pawar.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Pawar.***

However, we do encourage you to independently view the background of Mr. Pawar on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4747958.

Item 4 – Other Business Activities

Pawar Consulting LLC

Mr. Pawar is also President and Owner of Pawar Consulting LLC of East Norriton, Pennsylvania. Pawar Consulting LLC is a business sales consulting firm. In this capacity, Mr. Pawar works with business owners to sell their entities by assisting with valuation and deal making while working to finalize the sale with attorneys. Mr. Pawar spends roughly 10-19 hours per month working with Clients of Pawar Consulting LLC, in which 1-9 of them are spent during trading hours. Mr. Pawar is compensated for these services.

Board of Directors

Mr. Pawar serves on the Board of Directors for the Financial Planning Association, Philadelphia Chapter, Asian American Chamber of Commerce and Himalayan Hope Foundation. For his role on the Board, Mr. Pawar is required to prepare for and attend regular Director's meetings.

Item 5 – Additional Compensation

Mr. Pawar has additional business activities where compensation is received. These business activities are detailed Item 4 above.

Item 6 – Supervision

Mr. Pawar serves as the President and Chief Executive Officer as well as the Chief Compliance Officer of Bluesphere. Mr. Pawar can be reached at (610) 277-1515.

Bluesphere has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of Bluesphere. Further, Bluesphere is subject to regulatory oversight by various agencies. These agencies require registration by Bluesphere and its Supervised Persons. As a

registered entity, Bluesphere is subject to examinations by regulators, which may be announced or unannounced. Bluesphere is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Form ADV Part 2B – Brochure Supplement

for

**David R. Ritrovato, CFP®
Senior Vice President, Financial Advisor**

Effective: August 29, 2019

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of David R. Ritrovato (CRD# **2017743**) in addition to the information contained in the Bluesphere Advisors LLC (“Bluesphere” or the “Advisor”) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Bluesphere Disclosure Brochure or this Brochure Supplement, please contact us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

Additional information about Mr. Ritrovato is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2017743.

Item 2 – Educational Background and Business Experience

David R. Ritrovato, born in 1957, is dedicated to advising Clients of Bluesphere as the Senior Vice President, Financial Advisor. Mr. Ritrovato earned his B.S. from Philadelphia University in 1979. Mr. Ritrovato then went on to earn his MBA from Philadelphia University in 1985. Additional information regarding Mr. Ritrovato's employment history is included below.

Employment History:

Senior Vice President, Financial Advisor, Bluesphere Advisors LLC	06/2016 to Present
Financial Advisor, Ameriprise Financial Services, Inc.	08/2005 to 06/2016
Investment Advisor Representative, American Express Financial Advisors (Company bought by Ameriprise Financial Services, Inc.)	01/1995 to 08/2005
Investment Advisor Representative, IDS Life Insurance Company (Company bought by American Express Financial Advisors)	08/1991 to 01/1995
Investment Advisor Representative, ARA Services, Inc.	02/1986 to 01/1991

Certified Financial Planner ("CFP®")

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® 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. Currently, more than 62,000 individuals have obtained CFP® certification in the United States.

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.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Ritrovato. Mr. Ritrovato has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Ritrovato.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Ritrovato.***

However, we do encourage you to independently view the background of Mr. Ritrovato on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 2017743.

Item 4 – Other Business Activities

Mr. Ritrovato is dedicated to the investment advisory activities of Bluesphere's Clients. Mr. Ritrovato does not have any other business activities.

Item 5 – Additional Compensation

Mr. Ritrovato is dedicated to the investment advisory activities of Bluesphere's Clients. Mr. Ritrovato does not receive any additional forms of compensation.

Item 6 – Supervision

Mr. Ritrovato serves as the Senior Vice President and Financial Advisor with Bluesphere and is supervised by Sanjay Pawar, the Chief Compliance Officer. Mr. Pawar can be reached at (610) 277-1515.

Bluesphere has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of Bluesphere. Further, Bluesphere is subject to regulatory oversight by various agencies. These agencies require registration by Bluesphere and its Supervised Persons. As a registered entity, Bluesphere is subject to examinations by regulators, which may be announced or unannounced. Bluesphere is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Form ADV Part 2B – Brochure Supplement

for

**James D. Harrington, CFA
Senior Investment Manager**

Effective: August 29, 2019

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of James D. Harrington (CRD# 4461935) in addition to the information contained in the Bluesphere Advisors LLC (“Bluesphere” or the “Advisor”, CRD# 283972) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Bluesphere Disclosure Brochure or this Brochure Supplement, please contact us at (610) 277-1515 or by email at info@bluesphereadvisors.com.

Additional information about Mr. Harrington is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4461935.

Item 2 – Educational Background and Business Experience

James D. Harrington, born in 1953, is dedicated to advising Clients of Bluesphere as a Senior Investment Manager. Mr. Harrington earned an MBA from the University of Georgia in 1982. Mr. Harrington also earned a BBA from Pennsylvania State University in 1980. Additional information regarding Mr. Harrington's employment history is included below.

Employment History:

Senior Investment Manager, Bluesphere Advisors LLC	07/2018 to Present
Senior Advisor, StoneToro Wealth Management LLC	01/2015 to 07/2018
Advisory Representative, Bluestone Capital Management, LLC	01/2010 to 12/2014
Registered Representative, Dautrich Seiler Financial Services, Inc.	02/2010 to 05/2012
Investment Advisor Representative, Retirement Advisors, Inc.	05/2010 to 07/2010
Principal, West Chester Capital Advisors, Inc.	01/2009 to 03/2010
Senior Vice President, W.P. Stewart Asset Management Inc.	09/2007 to 10/2009
Chief Investment Officer, Brinker Capital Inc.	11/2000 to 08/2007

Chartered Financial Analyst ("CFA®")

The Chartered Financial Analyst ("CFA®") charter is a professional designation established in 1962 and awarded by CFA® Institute. To earn the CFA® charter, candidates must pass three sequential, six-hour examinations over two to four years. The three levels of the CFA® Program test a wide range of investment topics, including ethical and professional standards, fixed-income analysis, alternative and derivative investments, and portfolio management and wealth planning. In addition, CFA® charterholders must have at least four years of acceptable professional experience in the investment decision-making process and must commit to abide by, and annually reaffirm, their adherence to the CFA® Institute Code of Ethics and Standards of Professional Conduct. CFA® is a trademark owned by CFA® Institute.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Harrington. Mr. Harrington has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Harrington.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Harrington.***

However, we do encourage you to independently view the background of Mr. Harrington on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4461935.

Item 4 – Other Business Activities

Insurance Agency Affiliations

Mr. Harrington is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Mr. Harrington's role with Bluesphere. As an insurance professional, Mr. Harrington may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Harrington is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Harrington or the Advisor.

Item 5 – Additional Compensation

Mr. Harrington has additional business activities that are detailed in Item 4 above.

Item 6 – Supervision

Mr. Harrington serves as a Senior Investment Manager of Bluesphere and is supervised by Sanjay Pawar, the Chief Compliance Officer. Sanjay Pawar can be reached at (610) 277-1515.

Bluesphere has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of Bluesphere. Further, Bluesphere is subject to regulatory oversight by various agencies. These agencies require registration by Bluesphere and its Supervised Persons. As a registered entity, Bluesphere is subject to examinations by regulators, which may be announced or unannounced. Bluesphere is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Privacy Policy

Effective: August 29, 2019

Our Commitment to You

Bluesphere Advisors LLC ("Bluesphere" or the "Advisor") is committed to safeguarding the use of personal information of our Client's (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Bluesphere (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Bluesphere does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes Bluesphere does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Bluesphere or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Bluesphere does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (610) 277-1515.