



## BluePrint Investing LLC

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## Form ADV, Part 2A Brochure

February 16, 2024

This brochure provides information about the qualifications and business practices of BluePrint Investing LLC. If you have any questions about the contents of this brochure, please contact us at (415) 963-9815. 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.

Any reference to or use of the terms “registered investment adviser” or “registered,” does not imply that BluePrint Investing LLC or any person associated with BluePrint Investing LLC has achieved a certain level of skill or training. Additional information about BluePrint Investing LLC is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## ITEM 2 - MATERIAL CHANGES

The purpose of this page is to inform you of any material changes to this brochure. If you are receiving this brochure for the first time, this section may not be relevant to you.

BluePrint Investing LLC (“BluePrint”) reviews and updates our brochure at least annually to confirm that it remains current. We have not made any material changes since the previous annual update to our brochure, dated February 16, 2024.

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## ITEM 4 - ADVISORY BUSINESS

### Description of Advisory Firm

BluePrint Investing LLC (“BluePrint”) is a Limited Liability Company formed under the laws of the State of California. This firm has been in business since 2009 and is owned by Robert Sung-Bum Lee.

#### Fiduciary Duty

Registered investment advisers are considered fiduciaries under federal law. Our fiduciary duty carries with it an obligation to act in the best interest of our clients pursuant to a relationship of trust and confidence. It encompasses a *duty of care* and a *duty of loyalty*.

#### *Duty of Care*

The duty of care includes, among other things:

1. the duty to provide advice that is in the best interest of the client;
2. the duty to seek best execution of a client’s transactions where the adviser has the responsibility to select broker-dealers to execute client trades; and
3. the duty to provide advice and monitoring over the course of the relationship.

The duty to provide advice suitable to each client based on a reasonable understanding of the client’s objectives is a critical component of the duty of care. Providing suitable advice includes making a reasonable inquiry into the client’s financial situation, investment experience, and financial goals and then updating this information as necessary throughout the course of the relationship to reflect the client’s changing objectives over time and adjusting the advice we provide to reflect any changed circumstances.

When BluePrint has the responsibility to select broker-dealers to execute client trades in discretionary accounts, we seek to trade such that the client’s total cost or proceeds in each transaction are the most favorable under the circumstances. In doing so, we consider the full range and quality of a broker’s services and so the determinative factor is not necessarily the lowest possible commission cost but whether the transaction represents the best qualitative execution. Moreover, we periodically and systematically evaluate the execution we receive on behalf of our clients.

Our duty of care includes an obligation to provide advice and monitoring at a frequency that is in the best interest of the client, taking into account the scope of the agreed relationship. This scope is indicated by the duration and nature of the services as outlined in each client’s advisory arrangement and extends to all personalized advice provided to clients.

#### *Duty of Loyalty*

BluePrint adheres to a duty of loyalty where we seek to serve the best interests of our clients and never subordinate the interests of our clients to our own. Simply put, BluePrint cannot place its own interests ahead of the interests of our clients. In observance of this duty, we must make full and fair disclosure to clients of all material facts relating to the advisory relationship. Further, we also seek to eliminate or at least expose through full and fair disclosure all conflicts of interest which might incline BluePrint, consciously or unconsciously, to render advice that is not disinterested. We believe that in order for disclosure to be full and fair, it should be sufficiently specific so that each client is able to understand the

material fact or conflict of interest and make an informed decision whether to provide consent. Consequently, we provide this ADV 2A brochure to all prospective clients at or before entering into a contract so that they can use the information within to decide whether or not to enter into an advisory relationship.

## **Advisory Services Offered**

BluePrint offers wealth management services to advisory clients. BluePrint employs a consultative process to identify a client's financial circumstances and goals. BluePrint will consult with clients to help them determine an appropriate level of portfolio risk based on their needs, investment goals, and willingness and ability to accept market risk. After considering these factors and general suitability information provided by the client, BluePrint will propose an asset allocation strategy. BluePrint will then discuss with the client to determine the final asset allocation.

BluePrint will implement asset allocation strategies with index funds, mutual funds, exchange-traded funds ("ETFs"), equities, and/or other securities. Once the portfolio is constructed, BluePrint monitors and manages the investments on a discretionary basis as changes in market conditions and client circumstances may require. BluePrint may also occasionally utilize additional types of investments if they are appropriate to address the individual needs, goals, and objectives of the client or in response to client inquiry or direction. When we believe it to be suitable, BluePrint may recommend investments in private funds (hereafter "private funds") on a non-discretionary basis to certain high net-worth clients. For non-discretionary positions in private funds, we will evaluate, select, and oversee the fund managers and monitor fund performance in an effort to determine whether we believe that ongoing investment remains prudent for each participating BluePrint client.

BluePrint may offer investment advice on any investment held by the client at the start of the advisory relationship.

BluePrint performs continuous and regular account supervision generally on a discretionary basis. Accordingly, BluePrint will be authorized to perform various functions, at the client's expense, without further approval from the client. Such functions will include the determination of the type and/or amount of securities to be purchased or sold and when applicable, the ongoing monitoring of sub-advisers that we utilize to manage some client accounts (see further information regarding sub-advisers in this item, below). We discuss our discretionary authority below under ***Item 16 - Investment Discretion***. For more information about the restrictions clients can put on their accounts, see ***Tailored Services and Client Imposed Restrictions*** in this item below. We describe the fees charged for investment management services below under ***Item 5 - Fees and Compensation***.

BluePrint does not offer financial planning services on a standalone basis. We generally offer financial planning advice to our investment management clients, at no additional charge. This may include advice regarding the investment, management, and use of financial resources based upon an assessment of a client's individual situation and goals. BluePrint does not provide legal or accounting services and does not prepare legal documents or tax returns.

### Sub-Advisory Services

In certain situations, and in close consultation with the client, BluePrint utilizes independent third-party investment advisers (sub-advisers) to manage all or a portion of a client's assets. In these instances, BluePrint will oversee the investment decisions and allocation for each account designated to be managed by the sub-adviser but will not otherwise determine which securities should be invested, reinvested, or held un-invested in cash in accordance with a client's particular objectives. BluePrint may hire and terminate sub-advisers subject to its discretionary authority in the client agreement; the client does not sign a separate agreement with the sub-adviser. BluePrint will deliver at the time of engagement and thereafter updating or revising as necessary a copy of the client's investment guidelines, which sub-adviser is instructed to rely upon to perform its sub-advisory services. When third-party managers are utilized, BluePrint will deliver at the time of engagement and thereafter updating or revising as necessary a copy of each sub-adviser's ADV 2A Brochure and applicable 2B Supplements.

### Limitations on Investments

There may be limitations on the mutual funds that we recommend. All clients establish brokerage accounts with Schwab Advisor Services™, a division of Charles Schwab & Co., Inc. ("Schwab"), registered broker-dealer, Member SIPC. BluePrint is limited to selecting the mutual funds available through Schwab.

### Non-Managed Assets

At its discretion, BluePrint may offer securities trading activities for cash and securities in a client's non-managed account and/or specific assets designated as non-managed within a managed account, acting as an intermediary between the client and the custodian of the non-managed account. We are not responsible for providing investment advice regarding a client's non-managed assets or for providing opinions as to the merits of any securities in non-managed accounts. We are also not responsible for making any judgments as to the appropriateness of assumed risk or suitability of any non-managed investment given the client's situation. BluePrint does not charge a fee on non-managed assets.

## **Tailored Services and Client Imposed Restrictions**

BluePrint offers the same suite of services to all of its clients. However, specific client investment portfolios and their implementation are dependent upon the client's Investment Policy Statement which outlines each client's current situation and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets. At our discretion, we allow certain clients to put certain restrictions on certain securities that are held in portfolio.

## **Wrap Fee Programs**

BluePrint does not manage accounts as part of a wrap or bundled fee program.

## **Assets Under Management**

BluePrint manages client assets in discretionary accounts on a continuous and regular basis. As of January 16, 2024, the total amount of assets under our management was \$302,041,875.



## ITEM 5 - FEES AND COMPENSATION

### Fee Schedule & Billing Method

#### Investment Management Services

BluePrint charges advisory fees for investment management services, per the following schedules:

#### **Schedule A: Portfolios Above \$2,000,000**

Assets Under Management	Annual Fee
First \$2,000,000	0.85%
Next \$3,000,000	0.65%
Next \$5,000,000	0.50%
Amounts Above \$10,000,000	0.30%

#### **Schedule B: Portfolios Below \$2,000,000\*:**

Assets Under Management	Annual Fee
First \$1,000,000	1.00%
Next \$1,000,000	0.70%

\*Schedule B is applicable to portfolios for which we've made an exception to our minimum fee/account size. When the total portfolio size exceeds \$2,000,000, Schedule A applies.

Fees are calculated as a weighted average. For example, the annual fee on a \$4,000,000 account would be 0.75% (0.85% on the first \$2,000,000 and 0.65% on the next \$2,000,000). Some accounts are under different fee schedules honoring prior agreements. Clients' accounts within the same household are generally aggregated to determine the total portfolio annual fee. In rare circumstances, our standard fee schedules may be negotiable at our discretion based on a number of factors, which include but are not limited to "grandfathered" accounts, size/complexity of accounts, and other special situations.

#### Sub-Advisory Fees

When BluePrint utilizes one or more sub-advisers, as described in Item 4 above, clients are responsible for paying the sub-adviser's advisory fees in association with each program utilized. The sub-adviser's fees are separate and in addition to the fees that BluePrint charges as per the above schedule. Sub-advisory fees vary with each program and can be viewed in detail in each manager's ADV 2A Brochure, which BluePrint will deliver at the time of engagement.

### *Minimum Fee*

BluePrint generally requires a minimum advisory fee of \$4,250 per quarter to maintain an advisory account. If the regular quarterly management fee calculated based on assets under management is less than our minimum advisory fee, we will charge the client our minimum fee. At our discretion, we may waive the minimum fee requirement based upon certain criteria including but not limited to anticipated future earning capacity, anticipated future additional assets, and pre-existing client relationships.

## **Billing Method**

### *Investment Management Services*

BluePrint's advisory fees are payable quarterly in advance at the beginning of each calendar quarter. We charge one fourth of the annual fee each quarter based on the market value of the client's portfolio as of the last business day of the prior calendar quarter, adjusted for contributions and withdrawals made during the prior quarter.

With client authorization, BluePrint will instruct the custodian to automatically withdraw our advisory fee from the client's account. Typically, we authorize the custodian to withdraw our advisory fee from the client's account during the first month of each quarter. All clients will receive brokerage statements from the custodian no less frequently than quarterly. The custodian statement will show the deduction of the advisory fee.

## **Other Fees and Expenses**

BluePrint's fees do not include custodian fees. Clients pay all brokerage commissions, stock transfer fees, foreign exchange, and settlement fees, and/or other charges incurred in connection with transactions in accounts, from the assets in the account. These charges are in addition to the fees the client pays to BluePrint. See ***Item 12 - Brokerage Practices*** below for more information.

In addition, any mutual fund or private fund shares held in a client's account are subject to fund-related expenses. The fund's prospectus or offering memorandum fully describes the fees and expenses. All fees paid to BluePrint for investment management services are separate and distinct from the fees and expenses charged by mutual funds and private funds. Consequently, clients with mutual funds and/or private funds in their portfolios are effectively paying both BluePrint and the fund manager for the management of their assets. In addition to the fund-related fees and expenses described above, private funds typically incur additional legal, audit, and other fees, including redemption fees. Clients investing in private funds should review the offering memorandum associated with each specific fund for a complete description of associated fees.

## **Termination**

Either party may terminate the advisory agreement at any time by providing written notice to the other party. The client may terminate the agreement at any time by writing BluePrint either by email or by sending a letter to our office. BluePrint will refund any prepaid, unearned advisory fees based on the effective date of termination, using the following formula:  $(Fees\ Paid) \times (Days\ Remaining\ in\ Quarter) / (Total\ Number\ of\ Days\ in\ Quarter)$ .

## **Other Compensation**

Neither BluePrint nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

## **ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT**

BluePrint does not charge performance-based fees or other fees based on a share of capital gains or capital appreciation of the assets of a client.

## **ITEM 7 - TYPES OF CLIENTS**

BluePrint provides investment management services to individuals, high net worth individuals, trusts and estates, and individual participants of retirement plans.

## **Account Requirements**

Generally, BluePrint requires clients to maintain a minimum account size of \$2,000,000. Significant funds withdrawal may result in our minimum fee being charged. BluePrint may reduce or waive the account minimum requirements at our discretion. Account minimums vary among sub-advisers. Clients with sub-advisory accounts should refer to each sub-adviser's ADV 2 Brochure for information on account minimums. Investments in certain private funds are subject to "Qualified Purchaser" requirements as defined in Title 15 U.S. Code § 80a-2(a)(51). Generally, a qualified purchaser is a person or company who owns at least \$5,000,000 in investments.

## **ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

### **Methods of Analysis and Investment Strategies**

BluePrint employs a long term investment approach that focuses on asset allocation. BluePrint advocates broad diversification across a number of different equity and fixed income asset classes. To implement this strategy, portfolios incorporate primarily index and/or passively-managed strategies (including mutual funds, ETFs, and when applicable, sub-advisory accounts and/or private funds). Frequent trading is generally avoided (except in situations where it may provide tax advantages) to help minimize transaction costs and to maintain investment discipline through multiple market cycles. BluePrint recommends specific portfolios based on a client's financial circumstances, goals, and tolerance for risk. As the initial assumptions change, portfolios may need to be adapted. Continuous portfolio management is important in an effort to keep the client's portfolio consistent with the client's objectives.

BluePrint selects an asset allocation based on the clients' capacity for risk, attitudes about risk, and their need for capital appreciation or income. Different instruments involve different levels of exposure to risk. BluePrint seeks to select an asset allocation with characteristics that are most consistent with the client's objectives. We deal with any client restrictions on an account-by-account basis.

Since BluePrint treats each client account uniquely, client portfolios with similar investment objectives and asset allocation goals may own different securities. Timing and tax factors also influence BluePrint's investment decisions. Clients who buy or sell exchange-listed securities on the same day may receive different prices.

## **Investing Involves Risk**

Investing in securities involves risk of loss, and clients should be prepared to bear that risk.

## **Specific Security Risks**

### *General Risks of Owning Securities*

The prices of securities held in client accounts and the income they generate may decline in response to certain events taking place around the world. These include events directly involving the issuers of securities held as underlying assets of mutual funds in a client's account, conditions affecting the general economy, and overall market changes. Other contributing factors include local, regional, or global political, social, or economic instability and governmental or governmental agency responses to economic conditions. Finally, currency, interest rate, and commodity price fluctuations may also affect security prices and income.

### *Exchange-Traded Funds (ETFs)*

An ETF is a type of Investment Company (usually, an open-end fund or unit investment trust) containing a basket of equity and/or fixed income investments. Typically, the objective of the ETFs we select is to achieve returns similar to a particular market index. These ETFs are similar to an index fund in that they will primarily invest in securities of companies that are included in a selected market. Unlike traditional mutual funds, which can only be redeemed at the end of a trading day, ETFs trade throughout the day on an exchange. Like stock mutual funds, the prices of the underlying securities and the overall market may affect ETF prices.

### *Mutual Funds (Open-end Investment Company)*

A mutual fund is a company that pools money from many investors and invests the money in stocks, bonds, short-term money-market instruments, other securities or assets, or some combination of these investments. The portfolio of the fund consists of the combined holdings it owns. Each share represents an investor's proportionate ownership of the fund's holdings and the income those holdings generate. The price that investors pay for mutual fund shares is the fund's per share net asset value (NAV) plus any shareholder fees that the fund imposes at the time of purchase.

### *Private Funds*

When deemed suitable, BluePrint may recommend the purchase of interests in private funds for certain clients. In addition to each participating client's investment objectives, risk tolerance, and tax status, BluePrint considers the investment manager's investing philosophy and the private fund sponsor's reputation, performance record, continuity, and minimum investment requirements. Positions in private funds are considered illiquid since there is no public market for such securities. Many private funds carry limitations on redemptions (sales), including additional redemption fees.

Investors should carefully review offering materials related to each private fund investment, which contain significant risk disclosures. Private fund investing is considered to be speculative and involves a high degree of risk, which investors should be able to bear. There may also be restrictions on transferring ownership interests and other important tax considerations; investors should consult their own tax advisors and legal counsel.

### Sub-Advisory Account Management

BluePrint may utilize one or more sub-advisers in consultation with the client, as described above in Item 4. In these circumstances, the investment types utilized and associated risks will vary with each manager. It is important for clients in sub-advisory programs to review each manager's ADV 2A Brochure carefully for a description of investment strategies and their associated risks. When applicable, BluePrint will deliver a copy of each manager's ADV 2A Brochure to the client no later than at the time of engagement.

### Financial Planning Risk

The financial planning tools BluePrint uses to create financial plans for clients rely on various assumptions, such as estimates of inflation, risk, and rates of return on security asset classes. Financial planning software is only a tool used to help guide BluePrint and the client in developing an appropriate plan, and we cannot guarantee that clients will achieve the results shown in the plan. Results will vary based on the information provided by the client regarding the client's assets, risk tolerance, and personal information. Changes to the program's underlying assumptions or differences in actual personal, economic, or market outcomes generally result in different outcomes for the client.

Clients should carefully consider the assumptions and limitations of the financial planning software and should discuss the results of the plan with us before making any changes to their investments or financial plan. If the financial plan includes recommendations for investing in securities, you should understand that investing in securities involves risk of loss, and you should be prepared to bear that risk.

## **Other Risks**

### Cybersecurity

Information and technology systems can be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltrations by unauthorized persons and security breaches, usage errors by its professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes, and earthquakes. Although we have implemented various measures to manage risks relating to these types of events, if these systems are compromised, or become inoperable for extended periods of time, or cease to function properly, we may have to make a significant investment to fix or replace them. The failure of these systems can cause significant interruptions in our operations and result in a failure to maintain the security, confidentiality or privacy or sensitive data, including personal information relating to clients. Such a failure could potentially harm our reputation, subject us to legal claims, and otherwise have an adverse impact on our ability to perform advisory functions.

## ITEM 9 - DISCIPLINARY INFORMATION

BluePrint and our personnel seek to maintain the highest level of business professionalism, integrity, and ethics. BluePrint does not have any disciplinary information to disclose.

## ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

BluePrint does not offer any other services or have any affiliates in the financial industry. While we may refer clients to other professionals (see Item 14 below), we receive no compensation and do not believe that any of these referrals creates a material conflict of interest.

## ITEM 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

### Code of Ethics

BluePrint takes the issue of regulatory compliance seriously and is committed to maintaining compliance with state and applicable federal securities laws. Additionally, BluePrint has a position of public trust, and it is our goal to maintain that trust and provide excellent service, good investment performance, and advice that is suitable. BluePrint places great value on ethical conduct. We believe that we owe clients the highest level of trust and fair dealing. We have a fiduciary duty to our clients. We have adopted the following code of ethics. Our fiduciary duties to clients include:

1. Providing advice that is suitable;
2. Providing full disclosure of material facts and potential conflicts of interest (so that clients have complete and honest disclosure in order to make an informed decision about our services and investment recommendations);
3. Conducting ourselves with the utmost and exclusive loyalty and good faith;
4. Seeking best execution of transactions under the available circumstances;
5. Taking reasonable care to avoid ever misleading clients; and
6. Acting in the best interests of clients.

A copy of our code of ethics will be provided to a client or prospective client upon request.

### Personal Trading Practices

BluePrint and our personnel may purchase or sell securities for themselves that we also purchase or sell in client accounts. Our code of ethics seeks to minimize this conflict of interest by addressing personal trading policies and procedures. Our personnel seek to ensure that they do not personally benefit from the short-term market effects of their recommendations to clients. Our personnel are required to report certain personal securities transactions to the firm.

Our policies to address these conflicts include the following:

1. BluePrint permits our personnel to maintain personal securities accounts provided that investing by our personnel in their personal accounts is consistent with the firm's fiduciary duty to our clients and with regulatory requirements.

2. BluePrint prohibits trading in a manner that takes personal advantage of price movements caused by client transactions.
3. Personal securities transactions must never adversely affect clients.
4. Our personnel will report all required personal securities transactions to BluePrint as required by securities regulations. Reportable trades for BluePrint are all securities with these exceptions:
  - a. Securities held in accounts over which BluePrint's personnel has no direct or indirect influence or control
  - b. Transactions and holdings in direct obligations of the Government of the United States
5. BluePrint maintains required personal securities transaction records.

## ITEM 12 - BROKERAGE PRACTICES

### The Custodian and Brokers We Use

Clients must maintain assets in an account at a "qualified custodian," generally a broker-dealer or bank. We require that our clients use Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated, and unaffiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to.

While we require that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. We do not open the account for you, although we may assist you in doing so.

#### How We Select Brokers/Custodians

We seek to recommend a custodian/broker who will hold your assets and execute transactions on terms that are, overall, most advantageous when compared to other available providers and their services. We consider a wide range of factors, including, among others:

1. Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
2. Capability to execute, clear, and settle trades (buy and sell securities for your account)
3. Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
4. Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds (ETFs), etc.)
5. Availability of investment research and tools that assist us in making investment decisions
6. Quality of services
7. Competitiveness of the price of those services (commission rates and other fees) and willingness to negotiate the prices
8. Reputation, financial strength, and stability

9. Prior service to us and our other clients
10. Availability of other products and services that benefit us, as discussed below (see ***Products and Services Available to Us From Schwab***)

### *Your Brokerage and Custody Costs*

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services. However, Schwab receives compensation by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. This commitment benefits you because the overall commission rates you pay are lower than they would be otherwise. We have determined that having Schwab execute the trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see ***How We Select Brokers/Custodians***).

### *Products and Services Available to Us from Schwab*

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like us. They provide BluePrint and our clients with access to its institutional brokerage, trading, custody, reporting, and related services, many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts; others help us manage and grow our business. Schwab's support services generally are available on an unsolicited basis (we generally do not request them) and they are at no charge to us as long as our clients collectively maintain a total of at least \$10 million of their assets in accounts at Schwab. If our clients collectively have less than \$10 million in assets at Schwab, Schwab may charge us quarterly service fees of \$1,200.

Following is a more detailed description of Schwab's support services:

#### *Services That Benefit You*

Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

#### *Services That May Not Directly Benefit You*

Schwab also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Schwab's own and that of third parties. We may use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

1. Provide access to client account data (such as duplicate trade confirmations and account statements)
2. Facilitate trade execution and allocate aggregated trade orders for multiple client accounts



3. Provide pricing and other market data
4. Facilitate payment of our fees from our clients' accounts
5. Assist with back-office functions, recordkeeping, and client reporting

### *Services That Generally Benefit Only Us*

Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

1. Educational conferences and events (which may include Schwab paying for related travel expenses, entertainment and meals associated with attending)
2. Consulting on technology, compliance, legal, and business needs
3. Publications and conferences on practice management and business succession
4. Access to employee benefits providers, human capital consultants, and insurance providers

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide us with other benefits, such as occasional business entertainment for our personnel.

### *Our Interest in Schwab's Services*

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We do not have to pay for Schwab's services so long as our clients collectively keep a total of at least \$10 million of their assets in accounts at Schwab. Beyond that, these services are not contingent upon us committing any specific amount of business to Schwab in trading commissions. The \$10 million minimum may give us an incentive to recommend that you maintain your account with Schwab, based on our interest in receiving Schwab's services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. We believe, however, that our selection of Schwab as custodian and broker is in the best interests of our clients.

BluePrint's selection of Schwab is primarily supported by the scope, quality, and price of Schwab's services (see ***How We Select Brokers/Custodians***, above) and not Schwab's services that benefit only us.

### *Directed Brokerage Transactions*

BluePrint will not allow clients to direct BluePrint to use a specific broker-dealer to execute transactions. Clients must use the broker-dealer that BluePrint recommends. Not all investment advisers require their clients to trade through specific brokerage firms. By requiring clients to use Schwab, BluePrint believes we may be able to more effectively manage the client's portfolio, achieve favorable execution of client transactions and overall lower the costs to the portfolio.

Since we require most of our clients to maintain their accounts with Schwab, it is also important for clients to consider and compare the significant differences between having assets custodied at another broker-dealer, bank, or other custodian prior to opening an account with us. Some of these differences include, but are not limited to; total account costs, trading freedom, transaction fees/commission rates, and security and technology services. By requiring clients to use Schwab, BluePrint believes we may be

able to more effectively manage the client's portfolio, achieve favorable execution of client transactions, and overall lower the costs to the portfolio.

Clients with 401(k) or 529 Plan accounts that we agree to manage are not required to use Schwab and may appoint a custodian of their choosing.

## **Aggregation and Allocation of Transactions**

For equity trades across multiple accounts, BluePrint will often aggregate the orders when we believe it is in the best interest of our clients. In these instances, all participating accounts still pay their own individual transaction costs. BluePrint does not combine the personal accounts of its Supervised Persons and their related/family accounts in aggregated trades with our clients' accounts. For transactions in mutual funds, BluePrint enters transactions for each client independently and does not aggregate (combine) client orders. Mutual funds are priced once daily. As the daily price is the same for each investor, we have no opportunity to obtain better pricing through aggregating.

### *Sub-Adviser Transactions*

For important information regarding sub-advisory trade aggregation policies and practices, please refer to each sub-adviser's ADV 2A Brochure. BluePrint and any sub-adviser utilized by BluePrint to manage client assets has no obligation to transact for designated sub-advisory accounts a position in any investment which any of BluePrint's other investment management accounts may acquire or sell.

## **ITEM 13 - REVIEW OF ACCOUNTS**

### **Managed Account Reviews**

Client accounts are reviewed at least quarterly or annually by Robert Lee, Managing Director. He reviews client accounts with regards to their investment policies and risk tolerance levels. 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 liquidity event).

### **Account Reporting**

Each client receives a written statement from the custodian that includes an accounting of all holdings and transactions in the account for the reporting period. In addition, BluePrint provides written reports detailing performance in client accounts on a quarterly basis.

## **ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION**

### **Schwab Support Products and Services**

We receive an economic benefit from Schwab in the form of the support products and services they make available to us and other independent investment advisors whose clients maintain their accounts at Schwab. These products and services, how they benefit us, and the related conflicts of interest are described above (see **Item 12 – Brokerage Practices**). We do not base particular investment advice, such as buying particular securities for our clients, on the availability of Schwab's products and services to us.

## Outside Compensation

BluePrint may refer clients to unaffiliated professionals for a variety of services such as insurance brokerage, mortgage brokerage, real estate sales, and trust & estate planning, legal, and/or tax/accounting services. In turn, these professionals may refer clients to BluePrint for investment management. BluePrint will not refer clients to other investment advisers unless they are licensed, registered, or exempt from registration as an investment adviser.

BluePrint does not receive any monetary compensation for referring our clients. However, it could be concluded that BluePrint is receiving an indirect economic benefit from this practice as the relationships are mutually beneficial and there could be incentive to recommend services of those who refer clients to BluePrint. These referrals do not involve in any way client brokerage or the use of client commissions. BluePrint will never share information with an unaffiliated provider unless first authorized by the client. Clients are under no obligation to purchase any products or services through these professionals.

BluePrint only refers clients to professionals we believe are competent and qualified in their field. It is ultimately the client's responsibility to evaluate the provider. We will generally provide the client with a list of professionals that the client can contact, and it is solely the client's decision whether to engage a recommended firm. Clients are under no obligation to purchase any products or services through these professionals, and BluePrint has no control over the services provided by another firm. Clients who chose to engage these professionals will sign a separate agreement with the other firm. Fees charged by the other firm are separate from and in addition to fees charged by BluePrint.

If the client desires, BluePrint will work with these professionals or the client's other advisers (such as an accountant, attorney, or other investment adviser) to help ensure that the provider understands the client's investments and to coordinate services for the client. BluePrint does not share information with an unaffiliated professional unless first authorized by the client.

## ITEM 15 - CUSTODY

BluePrint does not take physical custody of client funds or securities. We will set up quarterly fee deduction ability from the client's account, when authorized by the client. BluePrint will not have custody of our clients' funds or securities when the clients authorize us to deduct our management fees directly from the client's account if all of the following requirements are met:

1. Clients' accounts are held by a qualified custodian (generally a broker-dealer, bank, trust company, or other financial institution).
2. Clients will receive statements directly from their qualified custodian at least quarterly. The statements will reflect the client's funds and securities held with the qualified custodian as well as any transactions that occurred in the account, including the deduction of our management fee.
3. Each billing period, we send clients a statement showing the value of the client's assets upon which we based the fee, the amount of the fee, and how we calculated the fee.
4. We send only the amount of our fee to the custodian.

5. It is the client's responsibility to verify the accuracy of the fee calculation. The custodian will not determine whether the fee is properly calculated.

BluePrint urges clients to compare the account statements they receive from the custodian with those they received from BluePrint.

BluePrint is deemed to have custody of clients' funds or securities when clients have standing authorizations with their custodian to move money from a client's account to a third-party ("SLOA") and under that SLOA authorize us to designate the amount or timing of transfers with the custodian. The SEC has set forth a set of standards intended to protect client assets in such situations, which we follow.

## **ITEM 16 - INVESTMENT DISCRETION**

BluePrint generally has full discretion to decide the specific security to trade, the quantity, and the timing of transactions for client accounts. BluePrint will not contact clients before placing trades in their account, but clients will receive confirmations directly from the broker for any trades placed. Clients grant us discretionary authority in the contracts they sign with us. Clients also give us trading authority within their accounts when they sign the custodian paperwork.

BluePrint does not invest client portfolios in private funds on a discretionary basis. Instead, clients investing in private funds do so on a non-discretionary basis and must sign offering documents in association with each fund investment.

## **ITEM 17 - VOTING CLIENT SECURITIES**

### *Proxy Voting*

BluePrint does not accept or have the authority to vote client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security. Proxy voting authority for accounts under sub-advisory arrangements will be delegated in accordance with the sub-adviser's policies, as disclosed in its ADV 2 brochure.

### *Registered Investment Companies*

The investment adviser that manages the assets of a registered investment company (e.g., mutual fund) generally votes proxies issued on securities held by the fund.

### *Class Actions*

BluePrint does not instruct or give advice to clients on whether or not to participate as a member of class action lawsuits and will not automatically file claims on the client's behalf. However, if a client notifies us that they wish to participate in a class action, we will provide the client with any transaction information pertaining to the client's account needed for the client to file a proof of claim in a class action.

## ITEM 18 - FINANCIAL INFORMATION

Registered investment advisers are required in this item to provide clients with certain financial information or disclosures about the firm's financial condition. BluePrint does not require the prepayment of more than \$1,200 in fees per client, six months or more in advance, and does not have or foresee any financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients and has not been the subject of a bankruptcy proceeding.

# Form ADV, Part 2B Brochure Supplement

**Robert Sung-Bum Lee**

**BluePrint Investing LLC**

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March 8, 2023

This brochure supplement provides information about Robert Sung-Bum Lee that supplements the BluePrint Investing LLC's brochure. You should have already received a copy of that brochure. Please contact Robert Sung-Bum Lee if you did not receive our brochure or if you have any questions about the contents of this supplement. Additional information about Robert Sung-Bum Lee is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## **Robert Sung-Bum Lee**

### **ITEM 2 - EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE**

**Robert “Bob” Sung-Bum Lee**, Managing Director, b. 1975

*Education:*

Bob holds an MBA earned in 2004 from Harvard Business School and an AB earned in 1998 from Harvard College.

*Business Background:*

Prior to co-founding BluePrint Investing, Bob served as an investment professional at H.I.G. Capital, a leading private equity investment firm. While at H.I.G., Bob directed investment evaluation and execution efforts across multiple industries. Bob managed transaction teams, structured deals, and identified investment opportunities. Prior to H.I.G., Bob was a consultant for the Boston Consulting Group, where he advised senior management on corporate strategy. Bob also worked at the private equity firm J.W. Childs Associates. Bob began his career at Morgan Stanley in the Special Situations Group, where he recommended fixed income investments and executed restructuring transactions.

### **ITEM 3 - DISCIPLINARY INFORMATION**

Bob Lee has no disciplinary history to disclose.

### **ITEM 4 - OTHER BUSINESS ACTIVITIES**

Bob Lee is not engaged in any investment-related business or occupation (other than this advisory firm).

### **ITEM 5 - ADDITIONAL COMPENSATION**

Bob Lee’s only compensation for providing advisory services comes from his ownership of BluePrint Investing LLC.

### **ITEM 6 - SUPERVISION**

Bob Lee is not supervised by any other individual.

## FACTS

### WHAT DOES BLUEPRINT INVESTING LLC (“BLUEPRINT”) DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and transaction history
- assets and risk tolerance

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons BluePrint chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BluePrint share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> as permitted by law	YES	NO
<b>For our marketing purposes -</b> to offer our products and services to you	NO	We Don't Share
<b>For joint marketing with other financial companies</b>	NO	We Don't Share
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	NO	We Don't Share
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	NO	We Don't Share
<b>For nonaffiliates to market to you</b>	NO	We Don't Share

#### Questions?

Call (415) 963-9815 or go to [blueprintinvest.com](https://blueprintinvest.com)



## WHO WE ARE

Who is providing this notice?

BluePrint Investing LLC ("BluePrint")

## WHAT WE DO

How does BluePrint protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does BluePrint collect my personal information?

We collect your personal information, for example, when you

- seek advice about your investments
- enter into an investment advisory contract
- tell us about your investment or retirement portfolio
- tell us about your investment or retirement earnings
- give us your contact information

We also collect your personal information from other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## DEFINITIONS

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *BluePrint has no affiliates.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and non-financial companies.

- *BluePrint does not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *BluePrint doesn't jointly market.*