



# RETIREMENT COUNSELING<sup>TM</sup>

**FFG Retirement Advisors LLC d/b/a  
FFG Retirement Counseling**

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: January 23, 2024**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of FFG Retirement Advisors LLC d/b/a FFG Retirement Counseling (“FFG Retirement Counseling” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

FFG Retirement Counseling 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 about FFG Retirement Counseling to assist you in determining whether to retain the Advisor.

Additional information about FFG Retirement Counseling and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 308305.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of FFG Retirement Counseling. For convenience, the Advisor has combined these documents into a single disclosure document.

FFG Retirement Counseling believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. FFG Retirement Counseling encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

There have been no material changes made to this Disclosure Brochure since the last filing and distribution to Clients.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations, or 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.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 308305. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

## Item 3 – Table of Contents

<b>Item 1 – Cover Page.....</b>	<b>1</b>
<b>Item 2 – Material Changes.....</b>	<b>2</b>
<b>Item 3 – Table of Contents .....</b>	<b>3</b>
<b>Item 4 – Advisory Services .....</b>	<b>4</b>
A. Firm Information .....	4
B. Advisory Services Offered .....	4
C. Client Account Management.....	5
D. Wrap Fee Programs .....	6
E. Assets Under Management .....	6
<b>Item 5 – Fees and Compensation.....</b>	<b>6</b>
A. Fees for Advisory Services .....	6
B. Fee Billing .....	6
C. Other Fees and Expenses .....	7
D. Advance Payment of Fees and Termination.....	7
E. Compensation for Sales of Securities .....	7
<b>Item 6 – Performance-Based Fees and Side-By-Side Management.....</b>	<b>8</b>
<b>Item 7 – Types of Clients.....</b>	<b>8</b>
<b>Item 8 – Methods of Analysis, Investment Strategies, and Risk of Loss .....</b>	<b>8</b>
A. Methods of Analysis .....	8
B. Risk of Loss .....	9
<b>Item 9 – Disciplinary Information .....</b>	<b>10</b>
<b>Item 10 – Other Financial Industry Activities and Affiliations .....</b>	<b>10</b>
<b>Item 11 – Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading ...</b>	<b>10</b>
A. Code of Ethics.....	10
B. Personal Trading with Material Interest .....	11
C. Personal Trading in Same Securities as Clients.....	11
D. Personal Trading at Same Time as Client .....	11
<b>Item 12 – Brokerage Practices.....</b>	<b>11</b>
A. Recommendation of Custodian[s].....	11
B. Aggregating and Allocating Trades.....	12
<b>Item 13 – Review of Accounts .....</b>	<b>12</b>
A. Frequency of Reviews .....	12
B. Causes for Reviews .....	12
C. Review Reports .....	12
<b>Item 14 – Client Referrals and Other Compensation.....</b>	<b>12</b>
A. Compensation Received by the Advisor .....	12
B. Compensation for Client Referrals .....	13
<b>Item 15 – Custody .....</b>	<b>13</b>
<b>Item 16 – Investment Discretion.....</b>	<b>13</b>
<b>Item 17 – Voting Client Securities .....</b>	<b>13</b>
<b>Item 18 – Financial Information .....</b>	<b>14</b>
<b>Form ADV Part 2A – Appendix 1 .....</b>	<b>15</b>
<b>Form ADV Part 2B – Brochure Supplement.....</b>	<b>22</b>
<b>Form ADV Part 2B – Brochure Supplement .....</b>	<b>25</b>
<b>Privacy Policy .....</b>	<b>28</b>

## Item 4 – Advisory Services

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### A. Firm Information

FFG Retirement Advisors, LLC (“FFG Retirement Counseling” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission. The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of the State of Colorado. The Advisor was founded in August 2020 and is wholly owned by FFG Retirement, Inc. FFG is operated by Sean O’Reilly (Partner and Chief Compliance Officer) and Blake Barnett (Partner). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by FFG Retirement Counseling.

### B. Advisory Services Offered

FFG Retirement Counseling 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 the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness, and good faith towards each Client and seeks to mitigate potential conflicts of interest. FFG Retirement Counseling’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Wealth Management Services

FFG Retirement Counseling provides Clients with wealth management services, which generally include comprehensive financial planning and consulting strategies as well as discretionary management of investment portfolios.

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

FFG Retirement Counseling’s investment approach is primarily long-term focused, but the Advisor may buy, sell, or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. FFG Retirement Counseling 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.

FFG Retirement Counseling evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. FFG Retirement Counseling may recommend, on occasion, redistributing investment allocations to diversify the portfolio. FFG Retirement Counseling 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. FFG Retirement Counseling 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, changes in the risk tolerance of the Client, generating cash to meet the Client’s needs, or any risk deemed unacceptable for the Client’s risk tolerance.

*Retirement Accounts* – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over

the assets to an IRA or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g., commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor earns a new (or increases its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

At no time will FFG Retirement Counseling accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 - Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

*Financial Planning Services* – FFG Retirement Counseling provides financial planning and consulting services as part of its wealth management services or pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan and ongoing monitoring of the progress of plan recommendation[s] or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

FFG Retirement Counseling may also refer Clients to an accountant, attorney, or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the 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 (6) months of the contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of 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.

### **C. Client Account Management**

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

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

## D. Wrap Fee Programs

FFG Retirement Counseling includes securities transaction fees (herein “Covered Costs”) 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 FFG Retirement Counseling 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 December 31, 2023, FFG Retirement Counseling manages \$175,469,049 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## Item 5 – Fees and Compensation

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

### A. Fees for Advisory Services

#### Wealth Management Services

Wealth management fees are paid quarterly in advance pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of the prior calendar quarter. Wealth management fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$499,999	1.30%
\$500,000 to \$999,999	1.05%
\$1,000,000 to \$1,999,999	0.85%
\$2,000,000 and Over	0.75%

The wealth management fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. 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 FFG Retirement Counseling will be independently valued by the Custodian. FFG Retirement Counseling will conduct periodic reviews of the Custodian’s valuations.

#### Financial Planning Services

Standalone financial planning services are offered as a fixed annual fee ranging up to \$10,000. Financial planning fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total costs will be determined prior to establishing the advisory relationship.

### B. Fee Billing

#### Wealth Management Services

Wealth management fees are calculated by the Advisor or its delegate and deducted from the Client’s account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client’s account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with FFG Retirement Counseling at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the wealth management fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by FFG Retirement Counseling to be paid directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

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#### Financial Planning Services

Financial planning services fees are invoiced up to one hundred percent (100%) of the expected total fee upon execution of the financial planning agreement. After the first 12 months of service, the Client may renew their engagement, and the financial planning services fees are invoiced and payable upon renewal.

#### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. FFG Retirement Counseling includes securities transaction costs as part of its overall investment advisory fee through the FFG Retirement Counseling Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to FFG Retirement Counseling for investment advisory services 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. A Client may be able to invest in these products directly, without the services of FFG Retirement Counseling, but would not receive the services provided by FFG Retirement Counseling which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by FFG Retirement Counseling to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

#### **D. Advance Payment of Fees and Termination**

##### Investment Management Services

FFG Retirement Counseling is compensated for its wealth management services in advance of the quarter in which services are rendered. Either party may terminate the wealth management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the wealth management agreement within five (5) business days of signing the wealth management 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 Advisor will refund any unearned, prepaid wealth management fees from the effective date of termination to the end of the quarter. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior consent.

##### Financial Planning Services

FFG Retirement Counseling requires an advance deposit as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide financial planning 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 the percentage of the engagement scope completed by the Advisor. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

##### Insurance Agency Affiliations

Certain Advisory Persons are also licensed insurance professionals. As an independent insurance professional, the Advisory Person will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Advisory persons are separate and in addition to FFG Retirement Counseling's advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor, who is also an insurance agent, has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Clients' needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance

products through any Advisory Person affiliated with FFG Retirement Counseling. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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FFG Retirement Counseling does not charge performance-based fees for its investment advisory services. The fees charged by FFG Retirement Counseling are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client. FFG Retirement Counseling 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.

## **Item 7 – Types of Clients**

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FFG Retirement Counseling 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 FFG Retirement Counseling's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor.

FFG Retirement Counseling generally requires a minimum relationship size of \$500,000 to effectively implement its investment management services. The minimum relationship size may be waived at the sole discretion of the Advisor.

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

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### **A. Methods of Analysis**

FFG Retirement Counseling employs fundamental, technical, and cyclical analysis methods in developing investment strategies for its Clients. Research and analysis from FFG Retirement Counseling are 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. This criteria consists generally of 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.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that FFG Retirement Counseling will be able to accurately predict such a reoccurrence.

*Cyclical analysis* is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company-specific) level, rather than the overall fundamental analysis of the health of the particular company that FFG Retirement Counseling is recommending. The risks with cyclical analysis are similar to those of technical analysis.

*Secure Lifetime Investment Model* ("SLIM") is an investment management approach trademarked by Trailhead Systems. It is a model to organize assets and investments by the timeframe in which the money will be needed by the Client. Each "bucket" has a specific investment objective ranging from more conservative investments (needed within the next ten (10) years) in Buckets 1 and 2 and more aggressive investments (with long-term



objectives) in Buckets 3, 4, and 5. SLIM is a theory, model, and approach the Advisor uses to help build recommendations and classify its investment management strategies.

*Survive & Thrive* is an investment management approach trademarked by Trailhead Systems in which custom parameters are established in a Client's account to determine when action steps are triggered to harvest gains or seize buying opportunities. These parameters help calculate the amount of gains taken out of the market or the amount of cash used to make additional investments into the portfolio. The reallocation and rebalancing of asset classes and/or movement into or out of cash occurs on a systematic basis, typically quarterly.

As noted above, FFG Retirement Counseling generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. FFG Retirement Counseling 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, FFG Retirement Counseling 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. FFG Retirement Counseling 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.

While the methods of analysis help 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 these methods of 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.

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 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.

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. Following are some of the risks associated with certain components of the Advisor's investment approach:

### 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 price of the ETFs will fluctuate with the price 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 have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e., the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e., the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e., the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e., the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e., the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e., the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

### Mutual Fund Risks

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

**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**

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**There are no legal, regulatory, or disciplinary events involving FFG Retirement Counseling or its management persons.** FFG Retirement Counseling values the trust that Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 308305.

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

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### Insurance Agency Affiliations

As noted in Item 5, certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with the Advisor. As an insurance professional, an Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. An Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or the Advisor.

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

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### **A. Code of Ethics**

FFG Retirement Counseling has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with FFG Retirement Counseling ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the duties to each Client. FFG Retirement Counseling and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of FFG Retirement Counseling's Supervised Persons 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 employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (303) 327-8100 or via email at [service@ffgusa.net](mailto:service@ffgusa.net).

## **B. Personal Trading with Material Interest**

FFG Retirement Counseling allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. FFG Retirement Counseling 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. FFG Retirement Counseling does not have a material interest in any securities traded in Client accounts.

## **C. Personal Trading in Same Securities as Clients**

FFG Retirement Counseling allows 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 are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls), gifts and entertainment, outside business activities, and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can 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 FFG Retirement Counseling requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO"). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

## **D. Personal Trading at Same Time as Client**

While FFG Retirement Counseling allows 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 afterward. **At no time will FFG Retirement Counseling, or any Supervised Person of FFG Retirement Counseling, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

FFG Retirement Counseling 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 FFG Retirement Counseling to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, FFG Retirement Counseling does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where FFG Retirement Counseling does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] 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 FFG Retirement Counseling. However, if the recommended Custodian is not engaged, the Advisor may be limited in the services it can provide. FFG Retirement Counseling may recommend the Custodian based on criteria such as, but not limited to, the reasonableness of commissions charged to the Client, services made available to the Client, and its reputation, and/or the location of the Custodian's offices.

FFG will 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". FFG maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

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 a broker-dealer/custodian in exchange for research and other services. **FFG Retirement Counseling does not participate in soft dollar**

**programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

2. **Brokerage Referrals** – FFG Retirement Counseling 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 FFG Retirement Counseling 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]). FFG Retirement Counseling 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 the order, 3) difficulty of execution, 4) confidentiality, and 5) skill required of the Custodian. FFG Retirement Counseling will execute its transactions through the Custodian as authorized by the Client.

FFG Retirement Counseling may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts on the same trading day. 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 any particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of FFG Retirement Counseling and periodically by Sean O'Reilly, CCO of FFG Retirement Counseling. Formal reviews 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., 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 FFG Retirement Counseling 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**

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### **A. Compensation Received by the Advisor**

#### Participation in Institutional Advisor Platform

FFG has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like FFG. As a registered investment

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advisor participating on the Schwab Advisor Services platform, FFG 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 and financial support to FFG that may not benefit the Client, including: educational conferences and events, financial start-up support, 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. FFG believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

## **B. Compensation for Client Referrals**

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

## **Item 15 – Custody**

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FFG Retirement Counseling does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian." Clients are required to engage the Custodian to retain their funds and securities and direct FFG Retirement Counseling to utilize that Custodian for the Client's security transactions. Clients should review the statements provided by the Custodian and compare them to any reports provided by FFG Retirement Counseling to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

## **Item 16 – Investment Discretion**

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FFG Retirement Counseling generally has 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 FFG Retirement Counseling. 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 FFG Retirement Counseling will be in accordance with each Client's investment objectives and goals.

## **Item 17 – Voting Client Securities**

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FFG Retirement Counseling generally does not accept proxy-voting responsibilities. 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. Based on the overall needs

and/or relationship with the Client, in limited circumstances, the Advisor will accept proxy-voting responsibilities pursuant to a written agreement. The Advisor will seek to vote proxies in the best interest of its Clients. If any material conflict between the Advisor and the Client occurs, the Advisor will disclose the conflict to the Client before proxies are voted. Clients may request a copy of the Advisor's policies and procedures related to proxy-voting and a record of how the Advisor voted a proxy by contacting the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

## **Item 18 – Financial Information**

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





# RETIREMENT COUNSELING<sup>TM</sup>

**FFG Retirement Advisors, LLC d/b/a  
FFG Retirement Counseling**

**Form ADV Part 2A – Appendix 1  
("Wrap Fee Program Brochure")**

**Effective: January 23, 2024**

This Form ADV2A – Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices for FFG Retirement Advisors, LLC d/b/a FFG Retirement Counseling ("FFG Retirement Counseling" or the "Advisor") services when offering services pursuant to a wrap program. This Wrap Fee Program Brochure shall always be accompanied by the FFG Retirement Counseling Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete FFG Retirement Counseling Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the FFG Retirement Counseling Disclosure Brochure, please contact the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

FFG Retirement Counseling 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 FFG Retirement Counseling to assist you in determining whether to retain the Advisor.

Additional information about FFG Retirement Counseling and its Advisory Persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for the Advisor's firm name or CRD# 308305.

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[www.ffgretirement.com](http://www.ffgretirement.com)

## **Item 2 – Material Changes**

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Form ADV 2A – 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 Wrap Fee Program offering of the Advisor.

### Material Changes

There have been no material changes made to this Disclosure Brochure since the last filing and distribution to Clients.

### Future Changes

From time to time, the Advisor may amend this Wrap Fee Program Brochure to reflect changes in business practices, changes in regulations, or routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure (along with the complete FFG Retirement Counseling Disclosure Brochure) or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of FFG Retirement Counseling.

At any time, you may view this Wrap Fee Program Brochure and the current Disclosure Brochure online at the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for the Advisor’s firm name or by CRD# 308305. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

## **Item 3 – Table of Contents**

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<b>Form ADV Part 2A – Appendix 1 .....</b>	<b>15</b>
<b>Item 2 – Material Changes.....</b>	<b>16</b>
<b>Item 3 – Table of Contents .....</b>	<b>16</b>
<b>Item 4 – Services Fees and Compensation .....</b>	<b>17</b>
<b>Item 5 – Account Requirements and Types of Clients.....</b>	<b>18</b>
<b>Item 6 – Portfolio Manager Selection and Evaluation .....</b>	<b>18</b>
<b>Item 7 – Client Information Provided to Portfolio Managers .....</b>	<b>20</b>
<b>Item 8 – Client Contact with Portfolio Managers .....</b>	<b>20</b>
<b>Item 9 – Additional Information .....</b>	<b>20</b>

## Item 4 – Services Fees and Compensation

### A. Services

FFG Retirement Advisors, LLC d/b/a FFG Retirement Counseling (“FFG Retirement Counseling” or the “Advisor”) provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the FFG Retirement Counseling 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 FFG Retirement Counseling as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, FFG Retirement Counseling includes securities transaction fees (herein “Covered Costs”) as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program.” The Advisor’s recommended Custodian does not charge securities transaction fees for exchange-traded funds (“ETFs”) and equity trades in Client accounts, provided that the account meets the terms and conditions of the Custodian’s brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The Advisor sponsors the FFG Retirement Counseling Wrap Fee Program.

The primary purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating to the combination of Covered Costs into a single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the FFG Retirement Counseling 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 FFG Retirement Counseling’s investment philosophy and related services.**

### B. Program Costs

Advisory services provided by FFG Retirement Counseling are offered in a wrap fee structure whereby Covered Costs are included in the overall investment advisory fee paid to FFG Retirement Counseling. 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 Covered Costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client; however, the Client is not charged more if there is higher trading activity or other Covered Costs in the Client’s account[s]. A Wrap Fee structure presents a conflict of interest as the Advisor is incentivized to limit the number of trades placed in the Client’s account[s] or to utilize securities that do not have transaction fees. As noted above, the Advisor’s recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts but typically charges for mutual funds and other types of investments. As such, the Advisor is incentivized to utilize ETFs and other equity securities to limit the overall cost to the Advisor. The Advisor will only place Client assets into a Wrap Fee Program when it is believed to be in the Client’s best interest. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

### C. Fees

#### Wealth Management Services

Wealth management fees are paid quarterly in advance pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of the prior calendar quarter. Wealth management fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$499,999	1.30%
\$500,000 to \$999,999	1.05%
\$1,000,000 to \$1,999,999	0.85%
\$2,000,000 and Over	0.75%

The wealth management fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. 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 FFG Retirement Counseling will be independently valued by the Custodian. FFG Retirement Counseling will conduct periodic reviews of the Custodian’s valuations.

As noted above, the Wrap Fee Program includes Covered Costs incurred in connection with the discretionary investment management services provided by FFG Retirement Counseling. Securities transaction fees for Client-directed trades may be charged back to the Client. 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, FFG Retirement Counseling includes securities transactions costs as part of its overall investment advisory fee.

In addition, all fees paid to FFG Retirement Counseling for investment advisory services or part of the 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. Securities transaction fees for Client-directed trades will be charged back to the Client. In connection with the discretionary investment management services provided by FFG Retirement Counseling, the Client will incur other costs assessed by the Custodian or other third parties, other than the Covered Costs noted above, such as wire transfer fees, fees for trades executed away from the Custodian, 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 FFG Retirement Counseling 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).

#### **D. Compensation**

FFG Retirement Counseling is the sponsor and portfolio manager of this Wrap Fee Program. FFG Retirement Counseling receives investment advisory fees paid by Clients participating in the Wrap Fee Program and pays the Covered Costs associated with the management of the Client's account[s].

### **Item 5 – Account Requirements and Types of Clients**

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FFG Retirement Counseling offers investment advisory services to individuals, high net worth individuals, trusts, estates, and retirement plans. FFG Retirement Counseling generally requires a minimum relationship size of \$500,000 to effectively implement its investment management services. Please see Item 7 – Types of Clients in the Disclosure Brochure for additional information.

### **Item 6 – Portfolio Manager Selection and Evaluation**

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#### **Portfolio Manager Selection**

FFG Retirement Counseling serves as sponsor and as portfolio manager for the services under this Wrap Fee Program.

#### **Related Persons**

FFG Retirement Counseling personnel serve as portfolio managers for this Wrap Fee Program. FFG Retirement Counseling does not serve as a portfolio manager for any third-party Wrap Fee Programs.

#### **Performance-Based Fees**

FFG Retirement Counseling does not charge performance-based fees for its investment advisory services. The fees charged by FFG Retirement Counseling are as described in Item 5 – Fees and Compensation above and are not based upon the capital appreciation of the funds or securities held by any Client.

#### **Supervised Persons**

FFG Retirement Counseling Advisory Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4.A. of the Disclosure Brochure.

#### **Methods of Analysis**

Please see Item 8 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. FFG Retirement Counseling 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

While the methods of analysis help 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 these methods of 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 of the Disclosure Brochure.

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 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.

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. Following are some of the risks associated with certain components of 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 price of the ETFs will fluctuate with the price 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 have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e., the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e., the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e., the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e., the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e., the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e., the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

### Mutual Fund Risks

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

**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.**

### **Proxy Voting**

FFG Retirement Counseling generally does not accept proxy-voting responsibilities. 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. Based on the overall needs and/or relationship with the Client, in limited circumstances, the Advisor will accept proxy-voting responsibilities pursuant to a written agreement. The Advisor will seek to vote proxies in the best interest of its Clients. If any material conflict between the Advisor and the Client occurs, the Advisor will disclose the conflict to the Client before proxies are voted. Clients may request a copy of our policies and procedures related to proxy-voting and a record of how the Advisor voted a proxy by contacting the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

## **Item 7 – Client Information Provided to Portfolio Managers**

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FFG Retirement Counseling 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 FFG Retirement Counseling Privacy Policy (included after this Wrap Fee Program Brochure).

## **Item 8 – Client Contact with Portfolio Managers**

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

## **Item 9 – Additional Information**

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### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

**There are no legal, regulatory, or disciplinary events involving FFG Retirement Counseling or its Management Persons.** FFG Retirement Counseling values the trust you place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 308305.

Please see Item 9 of the FFG Retirement Counseling 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 Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Program Brochure).

### **B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

FFG Retirement Counseling has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to FFG Retirement Counseling's compliance program (our "Supervised Persons"). Complete details on the FFG Retirement Counseling 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

Investments in Client accounts are monitored on a regular and continuous basis by Advisory Persons of FFG Retirement Counseling under the supervision of the Chief Compliance Officer ("CCO"). Details of the review policies and practices are provided in Item 13 of the Form ADV Part 2A – Disclosure Brochure.



### Other Compensation

*Participation in Institutional Advisor Platform* – FFG has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like FFG. As a registered investment advisor participating on the Schwab Advisor Services platform, FFG 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 and financial support to FFG that may not benefit the Client, including: educational conferences and events, financial start-up support, 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. FFG 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 Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on additional compensation that may be received by FFG Retirement Counseling or its Advisory Persons. Each Advisory Person's Brochure Supplement (also included with this Wrap Fee Program Brochure) provides details on any outside business activities and the associated compensation.

### Compensation for Client Referrals

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

### Financial Information

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



# RETIREMENT COUNSELING<sup>TM</sup>

## **Form ADV Part 2B – Brochure Supplement for**

**Sean T. O'Reilly, CFP®  
Partner and Chief Compliance Officer**

**Effective: January 23, 2024**

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Sean T. O'Reilly, CFP®, (CRD# 3241237) in addition to the information contained in the FFG Retirement Advisors, LLC d/b/a FFG Retirement Counseling ("FFG Retirement Counseling" or the "Advisor," CRD# 308305) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the FFG Retirement Counseling Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

Additional information about Mr. O'Reilly is available on the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or individual CRD# 3241237.

## Item 2 – Educational Background and Business Experience

Sean T. O'Reilly, CFP®, born in 1976, is dedicated to advising Clients of FFG Retirement Counseling as a Partner and the Chief Compliance Officer. Mr. O'Reilly earned a Bachelor of Science degree in Finance from the University of Illinois in 1999. Additional information regarding Mr. O'Reilly's employment history is included below.

### Employment History:

Partner and Chief Compliance Officer, FFG Retirement Advisors, LLC d/b/a FFG Retirement Counseling	09/2020 to Present
Registered Representative, Calton & Associates, Inc.	06/2016 to 03/2021
Investment Adviser Representative, Smart Money Group, LLC	06/2016 to 09/2020
Chief Operating Officer, Gormagus, LLC d/b/a Trailhead Systems	11/2013 to Present
Owner & Director of Operations, Vessel Consultants, Inc.	01/2008 to 12/2018
Registered Representative, VSR Financial Services, Inc.	03/2013 to 06/2016
Chief Operating Officer, Foos Financial, Inc. d/b/a FFG Retirement Counseling	02/2006 to 06/2018
Registered Representative, NFP Securities, Inc.	01/2006 to 02/2013

### Certified Financial Planner™ ("CFP®")

The Certified Financial Planner™, CFP®, and federally registered CFP® (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by the 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 the 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 92,000 individuals have obtained the 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 the 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). The 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 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 the 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 the CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP®.

### **Item 3 – Disciplinary Information**

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***There are no legal, civil, or disciplinary events to disclose regarding Mr. O'Reilly.*** Mr. O'Reilly 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. O'Reilly.

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. O'Reilly.***

However, the Advisor encourages Clients to independently view the background of Mr. O'Reilly on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or individual CRD# 3241237.

### **Item 4 – Other Business Activities**

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#### Gormagus, LLC d/b/a Trailhead Systems

Mr. O'Reilly is the Chief Operating Officer of Gormagus, LLC d/b/a Trailhead Systems. Mr. O'Reilly oversees the product development of processes and systems for retirement planning. Mr. O'Reilly spends less than 10% of his time per month on this activity.

### **Item 5 – Additional Compensation**

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Mr. O'Reilly has additional business activities where compensation is received that are detailed in Item 4 above.

### **Item 6 – Supervision**

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Mr. O'Reilly serves as a Partner and the Chief Compliance Officer of FFG Retirement Counseling. Mr. O'Reilly can be reached at (303) 327-8100.

FFG Retirement Counseling has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of FFG Retirement Counseling. Further, FFG Retirement Counseling is subject to regulatory oversight by various agencies. These agencies require registration by FFG Retirement Counseling and its Supervised Persons. As a registered entity, FFG Retirement Counseling is subject to examinations by regulators, which may be announced or unannounced. FFG Retirement Counseling 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.



# RETIREMENT COUNSELING<sup>TM</sup>

## **Form ADV Part 2B – Brochure Supplement**

**for**

**Blake V. Barnett, CFP®  
Partner**

**Effective: January 23, 2024**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Blake V. Barnett, CFP®, (CRD# 5713662) in addition to the information contained in the FFG Retirement Advisors LLC d/b/a FFG Retirement Counseling (“FFG Retirement Counseling” or the “Advisor,” CRD# 308305) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the FFG Retirement Counseling Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (303) 327-8100 or by email at [service@ffgusa.net](mailto:service@ffgusa.net).

Additional information about Mr. Barnett is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or individual CRD# 5713662.

## Item 2 – Educational Background and Business Experience

Blake V. Barnett, CFP®, born in 1984, is dedicated to advising Clients of FFG Retirement Counseling as a Partner. Mr. Barnett earned a Bachelor of Arts degree in Business Administration from Kennesaw State University in 2008. Additional information regarding Mr. Barnett's employment history is included below.

### Employment History:

Partner, FFG Retirement Advisors, LLC d/b/a FFG Retirement Counseling	09/2020 to Present
Registered Representative, Calton & Associates, Inc.	06/2016 to 03/2021
Investment Adviser Representative, Smart Money Group, LLC	06/2016 to 09/2020
Financial Planner, Foos Financial, Inc. d/b/a FFG Retirement Counseling	01/2015 to 03/2018
Registered Representative, VSR Financial Services, Inc.	01/2015 to 06/2016
Financial Advisor, Personal Capital Advisors	05/2014 to 10/2014
Internal Wholesaler, Janus Distributors, LLC	08/2013 to 04/2014
Financial Advisor, Ameriprise Financial Services, Inc.	09/2009 to 08/2013

### Certified Financial Planner™ ("CFP®")

The Certified Financial Planner™, CFP®, and federally registered CFP® (with flame design) marks (collectively, the "CFP® marks") are professional certification marks granted in the United States by the 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 the 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 92,000 individuals have obtained the 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 the 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). The 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 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 the 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 the CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP®.



### **Item 3 – Disciplinary Information**

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***There are no legal, civil, or disciplinary events to disclose regarding Mr. Barnett.*** Mr. Barnett 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. Barnett.

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. Barnett.***

However, the Advisor encourages Clients to independently view the background of Mr. Barnett on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or individual CRD# 5713662.

### **Item 4 – Other Business Activities**

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#### Insurance Agency Affiliations

Mr. Barnett is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Barnett's role with FFG Retirement Counseling. As an insurance professional, Mr. Barnett will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Barnett is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Barnett or the Advisor. Mr. Barnett spends approximately 10% of his time per month in this capacity.

### **Item 5 – Additional Compensation**

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Mr. Barnett has additional business activities where compensation is received that are detailed in Item 4 above.

### **Item 6 – Supervision**

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Mr. Barnett serves as a Partner and is supervised by Sean O'Reilly, the Chief Compliance Officer. Mr. O'Reilly can be reached at (303) 327-8100.

FFG Retirement Counseling has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of FFG Retirement Counseling. Further, FFG Retirement Counseling is subject to regulatory oversight by various agencies. These agencies require registration by FFG Retirement Counseling and its Supervised Persons. As a registered entity, FFG Retirement Counseling is subject to examinations by regulators, which may be announced or unannounced. FFG Retirement Counseling 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

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Effective: January 23, 2024

### Our Commitment to You

FFG Retirement Advisors, LLC d/b/a FFG Retirement Counseling (“FFG Retirement Counseling” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (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. FFG Retirement Counseling (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.

FFG Retirement Counseling 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?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address, and phone number[s]	Income and expenses
Email 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 Clients’ personal information.

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

**FFG Retirement Advisors, LLC d/b/a FFG Retirement Counseling**

5975 South Quebec Street, Suite 130, Centennial, CO 80111

Phone: (303) 327-8100 | Fax: (303) 327-8101

[www.ffgretirement.com](http://www.ffgretirement.com)

### 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?
<b>Servicing our Clients</b> 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
<b>Marketing Purposes</b> FFG Retirement Counseling 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 FFG Retirement Counseling or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> 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
<b>Information About Former Clients</b> FFG Retirement Counseling 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 the Advisor at (303) 327-8100 or via email at [service@ffgusa.net](mailto:service@ffgusa.net).