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**alooola, LLC**

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**Form ADV Part 2A**

Date of Brochure: Jan 1, 2024

This Brochure provides information about the qualifications and business practices of alooola, LLC. If you have any questions about the contents of this Brochure, please contact our Main Office at (484) 275-5525. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

alooola, LLC is an SEC-registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information about which you determine to hire or retain an adviser.

Additional information about alooola, LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Item 2 – Material Changes**

This form ADV Part 2A is alooola, LLC's initial filing.

As of the date of this initial filing, the assets under management of alooola ("AUM") is \$0.

We will provide a new Brochure as necessary, based on changes or new information at any time, without charge.

You may also request a copy of our current Brochure by contacting our Chief Compliance Officer at alooola, LLC's main office at (484) 275-5525 or by emailing Compliance@alooola.com.

Additional information about alooola, LLC is also available via the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's website also provides information about any persons affiliated with alooola, LLC who are registered or are required to be registered, as investment adviser representatives of alooola, LLC.

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## Item 4 – Advisory Business

### Background

alooola is focused on providing financial and investment advice to a diverse and previously underserved population of young professionals with low asset balanced and with a long-term investment and retirement horizon. The alooola platform uses technologically driven apps that allow for personalization of the investment footprint for the client. We seek to increase the long-term financial stability of our clients by exposing them to investment advice and retirement planning earlier in their careers than many traditional investment advisory entities that manage money in separately managed accounts. The alooola brand is expected to appeal to an investment base of young people (casually referred to as millennials, gen Xers and Gen Yers ‘zoomers’). Other prospective clients may be attracted to the service for its fee schedule, its reliance on technology, or the remote advisory services offered to support the client.

alooola focuses on providing discretionary asset management of mutual funds in advisory share classes or no-load funds appropriate for advisory accounts, and certain exchange-traded funds (ETFs) with the potential of expanding to other asset classes in the future. In addition, alooola offers basic financial planning services, including but not limited to, budgeting and retirement projections as part of the cost of the service.

alooola envisions that its client base will fall into two broad categories: (1) *app users* who rely mostly on the electronic application of the alooola investment advisor product (but which offers on-demand personal investment advisor contact) and (2) *traditional users* of investment advisory account services where the Client interacts mainly with an investment advisor representative in order to determine and execute their investment advisory plan.

alooola, LLC is a single-member Delaware Limited Liability Company (LLC). Glen Eagle Investments, Inc is a Delaware Corporation and is the single member of alooola, LLC. Susan Michel is the principal shareholder of Glen Eagle Investments, Inc.

### Advisory Programs

alooola, LLC offers its clients a variety of strategies with which to establish an investment advisory relationship. The Firm provides a tiered fee structure based on client AUM break points as well as a small annual administrative fee. In some cases, alooola clients may ask for specific services not offered in the alooola platform but that are offered by alooola’s affiliated companies (such as insurance brokerage services, financial planning outside the scope of the alooola platform or securities trading outside the products that alooola recommends for clients who ask for execution of unsolicited orders not arising from ideas or advice from alooola personnel (i.e.. self directed trades).

**Fees.** All alooola clients participate in the alooola’s tiered fee program. alooola’s tiered fee program features asset management services for a fee based on the level of the client assets under management as well as two classes of accounts that qualify for a no-AUM fee treatment as described

below. Tier 1 Clients (clients with less than \$25,000 in AUM) pay an AUM fee of 0.25%. Tier 2 Clients (clients with AUM greater than \$25,000) pay a fixed percentage fee of 0.50% of AUM per quarter. Tier 3 participants (clients in an alooola 401k plan) pay nothing as these plans are free to the participants and alooola or its affiliates are paid for managing the plan assets at the plan level. Fees for corporate plan sponsors vary based on the 401K plan size and number of participants but range from 0.10% to 1.00% of AUM per annum. Tier 4 participants are not charged an AUM fee (but are charged the annual account maintenance fee) and are from approved universities where alooola waives the AUM based fee for a set time (their anticipated number of years before graduation). Upon expiration of that time period, the account is automatically reassigned to the applicable Tier 1 or Tier 2 fee structure. The tiered fee program includes asset management services provided by alooola, and securities transaction costs (ticket charges, transaction service fees) but not extra services provided by affiliates (e.g. insurance brokerage fees, financial planning, unsolicited order commissions and resulting ticket charges). Clients who desire performance reporting can do so for a separate fee. In addition to the AUM fees outlined above, there is an additional \$5 annual account maintenance fee for Tier 1, 2 and 4 accounts.

### **Types of Investments**

alooola, LLC offers advice on each of the following types of investments: including exchange-traded funds, unit investment trusts, US government securities, registered REITS, certain money market funds, mutual funds. Clients of alooola may occasionally request, on an unsolicited basis, transactions outside those that the alooola platform provides investment advisory services.

For those occasional instances, we may refer alooola customers to our affiliated entities for transactions in individual equity securities, options, corporate debt securities, commercial paper, , municipal securities, d variable annuities, or certain private placement investments. and US government securities. These transactions are effectuated not as advice given to customers by alooola but on an agency, unsolicited basis and are not part of the investment advice to the client. Such positions held in an alooola account will be charged as part of the AUM, however, but alooola is not responsible for the origination of such securities trading nor alooola undertake to supervise that investment going forward.

Clients of alooola, LLC may impose restrictions on what types of securities the investment advisor is permitted to acquire on behalf of the client. These restrictions can be imposed for any reason (or no reason) at the behest of the client. The alooola platform or any investment advisor representative who works with the client will note such restrictions and recommend an investment strategy that takes them into account.

### **Brokerage and Clearing Services**

In addition to its platform with DriveWealth as custodian, there may be certain instances where alooola, LLC offers securities and insurance products through an affiliate, Glen Eagle Wealth, LLC, an independent FINRA member broker-dealer that uses the custody and clearing services of Pershing, LLC and Fidelity Investment's clearing broker arm, National Financial Services ("NFS"), for

investment management accounts. It is envisioned that as any individual client assets grow that they may need more wide-ranging advisory and financial planning services and advice not included with the alooola platform. As with the use of any platform, custodian or broker-dealer, alooola, LLC is responsible to ensure all broker dealers provide best execution for client orders including Glen Eagle Wealth, LLC. Best execution may not be the lowest possible commission cost, but whether the transaction represents the best qualitative execution taking into consideration the full range of the broker-dealer's services including, but not limited to, available products, execution capability, commission rates, liquidity and responsiveness.

### **Other Information**

Before or at the time the advisory contract is entered into, alooola, LLC provides a copy of this disclosure statement. Signing the alooola Investment Advisory Agreement also continues the process of information sharing with the adviser. The client should expect to be asked questions relating to personal and family information, as well as financial information. Information shared will include a discussion on the client's investment objectives and tolerance of risk. For traditional users, the investment adviser representative will discuss the types of risk that may impact various strategies that the client should consider and assist the client in choosing the appropriate investment strategy. Clients should be prepared to provide account statements of other accounts where financial assets may be currently held and are anticipated to be transferred to the new investment account. Once the client and adviser have completed the initial discussion, the adviser will devise an investment strategy that fits the client's financial situation and risk profile. The client is free to transfer assets in and out of the account at any time.

alooola allows app users to avail themselves of the investment advice services without speaking with an advisor, if that is their choice. If the client chooses to open an investment advisory account through the alooola mobile app without first speaking with an adviser, the client agrees and understands that the underlying app logic and algorithms will assign an investment strategy to the client's account based on the information provided by the client. Client understands and acknowledges that such categorizations are done by the application of the client information to the underlying parameters in the alooola platform. Such parameters are reviewed at least annually by alooola and adjustments in as authorized are performed. On at least an annual basis alooola performs a review of the underlying parameters that lead to investment advisory assignments by the platform and will include any material changes in ADV Part 2 amendments as needed. alooola urges all investment advisory clients to review annually any changes to the investment profile of their accounts that may result from this change. App users can speak with an in-person advisor representative at any time.

It is important to note that the Investment Advisory Agreement covers only those individuals, trusts, and entities who sign the Agreement. The Agreement terminates according to the terms and conditions of the Agreement and may not be assigned (within the meaning of the Investment Advisors Act of 1940) by either the client or advisor without the written consent of the other party. Clients should consult with their adviser when circumstances warrant changing the nature and purpose of the account.

As of the filing of this initial brochure alooola does not have any assets under management alooola.

## Item 5 – Fees and Compensation

### alooola, LLC Fee Programs.

The programs described above are tier based according to assets under management. alooola fees for Individual and Plan accounts are as follows:

Tier	AUM	Annual Client Fee
Tier 1	<\$25,000	0.25% AUM plus admin fee of \$5 annually
Tier 2	>\$25,000	0.50% of AUM plus admin fee of \$5 annually
Tier 3*	NA	Free for participant; no annual admin charge
Tier 4	NA	Fees waived for limited term while in college; \$5 admin fee charged annually.
401(k) Sponsor (Employer)	NA	0.1%-1% per annum

\*Tier 3 clients are 401k plan participants in which alooola or its affiliates manage the plan investments.

Clients may request to terminate their advisory contract with alooola, LLC, by providing 30 days advance written notice. Accounts are charged the initial \$5 annual administrative fee upon establishment of the account and annually thereafter in the first quarter of every successive year. The administrative fee is non-refundable for accounts that are closed for any reason.

Clients may pay fees for services that they receive for their alooola accounts that are paid to entities other than affiliates of alooola (e.g. clearing and custodial charges, maintenance and termination fees, wire charges, etc.) that are in addition to alooola, LLC's monthly advisory fees. The clearing firm may charge transaction fees for: odd lot differentials, transfer taxes, wire transfer and electronic fund fees, paper statement and other related costs and expenses. Mutual funds and exchange-traded funds also charge internal management fees which are not paid to alooola or its affiliates, which are disclosed in each fund's prospectus.

Should a client's financial situation, investment needs, and/or risk tolerance lead to recommendations for such products, the Adviser will seek to recommend appropriate products that typically use a class of mutual fund shares designed for advisory accounts and generally does not pay a 12b-1 service fee back to the Firm. However, the Firm may hold and/or add to legacy fund positions that have a less advantageous expense structure. If mutual fund shares designed for advisory accounts are not available or not used, the purchase will be done with no sales charge regardless of the type of fund class used. Additionally, if any 12b-1 service fees are due from a mutual fund for

mutual funds held in an advisory account, the fees are received and credited to the client's advisory account by the custodian.

For portfolios structured as long-term investments, asset withdrawals may impair the achievement of a client's investment objectives. However, clients may make additions to and withdrawals from their investment advisory account at any time, subject to aloooola, LLC's contractual right to terminate an account or the Firm's legal or regulatory obligation to freeze an account. As part of aloooola's anti-money laundering procedures clients may be restricted from withdrawing funds that aloooola, in its sole discretion, believes the transfer may not be in compliance with aloooola's customer agreements and/or in line with aloooola's AML policies. If such a restriction prohibits a client from withdrawing funds, that client may withdraw account assets on notice to aloooola, LLC, subject to the satisfactory response to any additional questions or requests from the aloooola compliance department and the usual and customary securities settlement procedures. aloooola and or the custodian of client accounts reserve the right to require that funds leaving aloooola accounts return to their original source account. According to aloooola's anti-money laundering procedures clients may be restricted from withdrawing funds at any time.

Additions may be in the form of cash, cash equivalents, or securities provided that aloooola, LLC reserves the right to liquidate any transferred securities, or decline to accept particular securities into a client's account. aloooola, LLC may consult with its clients about the options and ramifications of transferring securities. However, clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

aloooola, LLC, will not act as a custodian of the client's accounts or perform any custodial services. The client may terminate the aloooola advisory contract at any time with the proper notice period as identified in the investment advisory contract.

#### **401k Employer Billing**

**401k Employers** will be billed directly on a quarterly basis on the mutually agreed upon date disclosed in the engagement agreement between the 401k Employer and aloooola, LLC.



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

alooola, LLC does not charge any performance-based fees (additional fees structure based on a share of profits in the account). However, since alooola is paid on an AUM basis, alooola's gross fee amount does increase with the increase in client account assets.

**Item 7 – Types of Clients**

alooola, LLC provides investment management services to Individuals, 529 Account Holders, 401k plan sponsors, trusts, estates, charitable organizations. alooola, LLC does not impose a minimum account size requirement.

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

The investment adviser's methods of analysis and investment strategies begin with an understanding of a client's personal goals and lifestyle. An investment strategy is developed to suit a client's particular financial situation, goals and tolerance for risk. Standardized asset allocation models are used as a starting point to determine the appropriate portfolio for a client. Fundamental analysis is used to rate the quality of investments and technical analysis to determine entry and exit points. In most circumstances the Firm uses a buy and hold investment strategy. Investments are sold when the client's portfolio is in need of rebalancing in order to reflect the desired asset allocation. For clients that are concerned with downside risk, stop loss strategies are also used.

Investing in securities involves risk of loss that clients should be prepared to bear. All investment programs have certain risks. Investors face numerous investment risks including, but not limited to, the following:

- 1)Interest-rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- 2)Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic, and social conditions may trigger market events.
- 3)Inflation Risk: When any type of inflation is present, a dollar today will not buy as much as a dollar next year because purchasing power is eroding at the rate of inflation.
- 4)Currency Risk: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- 5)Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed-income securities.

6)Business Risk: These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

7)Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

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

Material risks associated with the methods of analysis and investment strategies used include actual company specific or market events that may contradict assumptions at the time a security was chosen, and/or a security's actual performance that may not follow trends previously identified in the analysis conducted. Any performance quoted represents past performance, is no guarantee of future results, and will not provide an adequate basis for evaluating the performance of the product over varying market conditions or economic cycles. The investment return and principal value of an investment will fluctuate so that an investor's shares, when redeemed, may be worth more or less than their original cost.

### **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of alooola, LLC or the integrity of alooola, LLC's management. There are no legal or disciplinary events to a client's or prospective client's evaluation of our advisory business or the integrity of our management.

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

alooola LLC belongs to the Glen Eagle family of financial industry companies which are under common ownership and/or common control. These affiliates act to provide services to mutual clients of the entities to further the investment management vision of alooola.

Glen Eagle Wealth, LLC ("GEW") is a broker-dealer registered with the Securities & Exchange Commission and FINRA. In addition, GEW is a SIPC and MSRB member and offers a variety of securities-based products to its brokerage clients. Glen Eagle Wealth, LLC is also a duly licensed insurance agency. Certain of alooola, LLC's associated persons, in their individual capacities, are licensed broker dealer registered representatives and/or licensed insurance agents with various insurance companies, and in such capacity, may recommend, on a fully disclosed basis, the purchase of insurance products or the execution of alooola clients' unsolicited securities trades. These recommendations and purchases are outside of the alooola investment advisory relationship.

Glen Eagle Advisors, LLC ("GEA") is an SEC Registered Investment Advisor. It provides investment advice for Individuals, High Net Worth Customers, Foundations, Endowments, Businesses, and

Retirement Funds. Glen Eagle Advisors, LLC, Glen Eagle Wealth, LLC, and aloola, LLC are all under common ownership and control.

### **Item 11 – Code of Ethics**

aloola, LLC has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws (“Code of Ethics”). In accordance with Section 204A of the Investment Advisers Act of 1940 (“Advisers Act”), its Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information by aloola, LLC or any of its associated persons. The Code of Ethics also requires that certain of the Firm’s personnel (called “Access Persons”) report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings. Clients and prospective clients may contact aloola, LLC to request a copy of its Code of Ethics.

Unless specifically permitted in the Code of Ethics, none of the Firm’s Access Persons may affect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the Access Person) any transactions in a security which is being actively purchased or sold or is being considered for purchase or sale, on behalf of any of the Firm’s clients.

When aloola, LLC is purchasing or considering for purchase any security on behalf of a client, no Access Person may affect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when the Firm is selling or considering the sale of any security on behalf of a client, no Access Person may affect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers’ acceptances, bank certificates of deposit, commercial paper, repurchase agreements, and other high-quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; and (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

### **Item 12 – Brokerage Practices**

aloola, LLC does not receive or use any soft dollar benefits, products, or services in order to service any of our clients’ accounts. The Firm may pay for certain research services provided through third parties. aloola, LLC receives back-office trading software and support from custodians via their proprietary trading software. This software is provided without charge to the Firm. aloola, LLC benefits because it does not have to pay for products and services and that may provide an incentive to select a custodian based on the Firm’s interest rather than the client’s interest. All clients benefit from this software as it reduces the Firm’s overall expenses.

Our custody relationships currently in place enable the Firm to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by our custodial firms and/or their brokerage arms may be higher or lower than those charged by other broker-dealers.

Any commissions paid by aloola, LLC’s clients shall comply with the Firm’s duty to obtain “best execution”. However, a client may pay a commission that is higher than another qualified broker-

dealer might charge to affect the same transaction where the Firm determines, in good faith, that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker dealer's services, including among others, the value of research provided, execution capability, commission rates, liquidity, and responsiveness. Consistent with the foregoing, while aloola, LLC will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions.

If the client requests aloola, LLC to arrange for the execution of securities brokerage transactions for the client's account, the Firm shall direct such transactions through broker-dealers that the Firm reasonably believes will provide "best execution". aloola, LLC shall periodically and systematically review its policies and procedures regarding recommending broker-dealers to its clients in light of its duty to obtain "best execution".

Transactions for each client generally will be affected independently, unless aloola, LLC decides to purchase or sell the same securities for several clients at approximately the same time. The Firm may (but is not obligated to) combine or "bunch" such orders to obtain "best execution", to negotiate more favorable commission rates, or to allocate equitably among the Firm's clients and will mitigate the differences in prices that might have been obtained had such orders been placed independently. Transactions of the same security, on the same side (Buy or Sell) on the same day, will generally be combined with an average price and allocated among aloola, LLC's clients pro-rata. To the extent that the Firm determines to aggregate client orders for the purchase or sale of securities, the Firm shall generally do so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S. Securities and Exchange Commission. The Firm will not receive any additional compensation or remuneration as a result of the aggregation.

In the event that the Firm determines that a pro-rata allocation is not appropriate under the particular circumstances, the allocation will be made based upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a minimal allocation in one or more accounts, the Firm may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

### **Item 13 – Review of Accounts**

For those clients to whom aloola, LLC provides investment management services, the Firm monitors those portfolios as part of an ongoing process with periodic detailed account reviews. Such reviews are conducted by the Firm's Chief Investment Officer. All investment advisory clients are encouraged

to discuss their needs, goals, and objectives with their assigned adviser and to keep the advisor informed of any changes thereto. alooola, LLC, or the Chief Investment Officer, shall make best efforts to contact investment advisory clients at least annually to review the previous services or recommendations made, as well as to discuss the impact resulting from any changes in the client's financial situation or investment objectives.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the custodian for the clients' accounts. Those clients to whom alooola, LLC provides investment advisory services will also receive a report from the Firm that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance from time to time.

#### **Item 14 – Client Referrals and Other Compensation**

No person who is not a client of alooola, LLC will provide any sales awards, prizes, and any other such economic benefit for providing investment advisory services to our clients.

#### **Item 15 – Custody**

Under government regulations, we are deemed to have custody of your assets if, for example, you authorize us to instruct your broker-dealer, bank, or another qualified custodian, (collectively called "custodian") to deduct our advisory fees directly from your account. The custodian, however, maintains actual custody of your assets. Clients should receive at least quarterly statements from the broker-dealer, bank, or another qualified custodian that holds and maintains clients' investment assets. alooola, LLC urges you to carefully review such statements and compare such official custodial records to the account statements that we may provide to you. Our statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities. alooola, LLC utilizes and recommends the custodial and brokerage services of several different providers. The requirement to have a surprise examination also does not apply to registered advisers who have custody of client assets solely because of their authority to deduct advisory fees from client accounts, so as such we do not have annual surprise examinations required by custodian firms.

#### **Item 16 – Investment Discretion**

Clients grant alooola, LLC complete discretion over the selection and number of securities to be brought or sold for their account (within the parameters established by their Agreement) without obtaining their consent or approval before selecting, buying or selling such securities. However, these discretionary decisions may be subject to specified investment objectives and guidelines. For example, a client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio.

Discretionary authority will only be authorized upon full disclosure to the client and by that client specifically authorizing said discretionary authority through the execution of an Investment Advisory Agreement. All discretionary trades made by alooola, LLC on behalf of a client's discretionary account will be in accordance with that client's investment objectives and goals.

**Item 17 – Proxy Voting**

Unless otherwise instructed, alooola, LLC will not vote proxies on the clients' behalf. Delegation of proxy voting responsibilities will be recorded in the Investment Advisory Agreement, and the Firm will make arrangements to be properly notified when proxy notices are issued and voting is required. Clients may retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. Clients will receive proxy materials from the custodian and may consult with their investment adviser if they have any questions.

**Item 18 – Financial Information**

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about their financial condition. alooola, LLC has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

**Item 19 – Disclosures**

When Glen Eagle Wealth, LLC is used to introduce brokerage transactions to Pershing or Fidelity it can create a potential conflict of interest.

Glen Eagle Wealth, LLC Broker/Dealer described in item 10 of this Brochure, receives payments from its clearing firm, which may vary from 0.00% to 0.35% of money balances, based broadly on certain categories of assets under management and types of accounts. Glen Eagle Wealth, LLC earns distributed assistance payments for certain money market funds, exceeding certain balances in the Pershing Fund vest mutual fund program, rebates for free credit balances, and a portion of the fee assessed on retail accounts with certain cash management features. Individual advisers do not share in this compensation and thus, are not influenced by it.

Advisers that recommend the purchase of mutual funds or other such products may be compensated by the product companies for the sale of the product in the form of commissions and service fees. In particular, Glen Eagle Wealth, LLC, acting as a broker dealer, is permitted to receive 12b-1 fees from mutual fund companies in connection with the placement of clients into mutual fund shares. Receiving these fees from mutual funds or other such products presents a potential conflict of interest for the Firm as this provides an incentive to recommend investment products based on the compensation received, rather than on a client's need.

Associated persons of Glen Eagle Investments, Inc have an ownership interest in CircleBlack, Inc. the Third Party alooola, LLC uses for reporting.

alooola, LLC does not engage in any soft dollar arrangements.

A conflict of interest exists to the extent that alooola, LLC recommends the purchase of insurance products where alooola, LLC receives insurance commissions or other additional compensation. The

conflict is removed as the purchase of insurance is not a requirement to have an advisory relationship with the Firm, and the client is free to purchase the recommended product or not, with the Firm or with another insurance agency. The conflict of interest in offering insurance products are mitigated by offering the client choices in policy terms and providers, and all pertinent information and by telling the client that it is their choice to use our services or not to meet the insurance need.

alooola, LLC may accept clients referred by another person and can compensate the referring person.