



## **Blue Bear Financial, LLC**

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

**Effective: October 28, 2024**

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Blue Bear Financial, LLC ("Blue Bear" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (843) 654-1388.

Blue Bear is a registered investment advisor located in the State of South Carolina. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("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 Blue Bear to assist you in determining whether to retain the Advisor.

Additional information about Blue Bear 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# 331226.

**Blue Bear Financial, LLC**  
1040 eWall St., Mount Pleasant, SC 29464  
Phone: (843) 654-1388 | Website: <https://www.bluebearfinancial.com>

## 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 Blue Bear. For convenience, the Advisor has combined these documents into a single disclosure document.

Blue Bear 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. Blue Bear encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor is transitioning from registration with the U.S. Securities and Exchange Commission ("SEC") to registration with the State of South Carolina. For more information, please see Item 4.

### 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 you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 331226. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (843) 654-1388.

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## Item 4 – Advisory Services

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### A. Firm Information

Blue Bear Financial, LLC (“Blue Bear” or the “Advisor”) is a registered investment advisor located in the State of South Carolina. The Advisor is organized as a Limited Liability Company (LLC) under the laws of the State of South Carolina. Blue Bear was founded in June 2018 and became a registered investment advisor in May 2024. Blue Bear is owned and operated by Anthony S. Kinzie, CFP®, CPWA®, CEPA® (Founder, President, Chief Compliance Officer, and Investment Advisor Representative). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Blue Bear.

### B. Advisory Services Offered

Blue Bear offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, family offices, and other institutional clients (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. Blue Bear'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.

#### Investment Management Services

Blue Bear provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Blue Bear 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. Blue Bear will then construct an investment portfolio, 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, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client's legacy investments based on portfolio fit and/or tax considerations.

Blue Bear's investment strategies are 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. Blue Bear 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.

Blue Bear evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Blue Bear may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Blue Bear 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.

Blue Bear may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will Blue Bear 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.

*Held-Away Asset Management* – The Advisor offers held-away asset management services to Clients on a non-discretionary basis. The Advisor will review the account allocations with Clients and will make recommendations for rebalancing the account[s] based on the Client's investment goals and risk tolerance. The Advisor will review these held-away accounts with Clients periodically and recommend allocation changes as necessary.

*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 will earn a new (or increase 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.

#### Financial Planning Services

Blue Bear will typically provide a variety of financial planning and consulting services to Clients, 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 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.

Blue Bear 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 contract date, assuming all information and documents requested are provided promptly. For ongoing engagements, the Advisor will meet with Clients periodically to review the financial plan and make ongoing recommendations based on changes to the Client’s financial goals and objectives.

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.

#### Retirement Plan Advisory Services

Blue Bear provides retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring
- Investment Management (Non-discretionary)
- Investment Oversight
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

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

#### Third-Party Referrals to Non-Affiliated Registered Investment Advisor

The Advisor may recommend Clients utilize an unaffiliated registered investment advisor, Howard Capital Management, Inc. ("Howard Capital Management", CRD#118070) for all or a portion of a Client's investment portfolio. The Advisor will perform initial and ongoing due diligence to ensure Howard Capital Management remains aligned with the Client's investment objectives and overall best interests. The Advisor will assist the Client with establishing an investment advisory relationship with Howard Capital Management. The Advisor will receive compensation from Howard Capital Management to which Clients are referred for investment advisory services. When making a referral recommendation, the Advisor will provide the Client with a written solicitor disclosure statement describing the relationship between the Advisor and Howard Capital Management, including information regarding the compensation received by the Advisor for the referral (the "Disclosure Statement"). In addition, the Advisor will provide the Form ADV2A – Disclosure Brochure for Howard Capital Management.

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

Prior to engaging Blue Bear 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 – Blue Bear, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Blue Bear 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 – Blue Bear will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Blue Bear will provide investment management and ongoing oversight of the Client's investment portfolio.

### **D. Wrap Fee Programs**

Blue Bear does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Blue Bear.

### **E. Assets Under Management**

Blue Bear is a newly established advisor. Assets under management shall be reported with the Advisor's next filing of this Disclosure Brochure. 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 one or more written agreements with the Advisor.

### **A. Fees for Advisory Services**

#### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter pursuant to the terms of the investment advisory agreement. Some Clients of the Advisor may be subject to a legacy fee schedule at the sole discretion of the Advisor. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees are based on the following tiered schedule:

Assets Under Management (\$)	Annual Fee (%)
Up to \$500,000.00	1.65%
\$500,000.01 to \$1,000,000	1.45%
\$1,000,000.01 to \$3,000,000	1.25%
\$3,000,000.01 to \$5,000,000	1.00%
\$5,000,000.01 to \$10,000,000	0.75%
Over \$10,000,000.01	0.50%

The investment advisory 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 Blue Bear will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing. The investment advisory fee will include the Client's held-away assets, as applicable.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### Financial Planning Services

Blue Bear offers financial planning services as part on an ongoing wealth management relationship or on a project basis. Project-based financial planning engagements are offered either for an hourly rate or a fixed engagement fee. Hourly fees range up to \$500 per hour. Fixed fee engagements are based on the expected number of hours to complete the engagement at the Advisor's hourly rate. Ongoing financial planning engagements are generally charged a fixed rate in the first year and a lower ongoing quarterly fee in subsequent years. 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 hours and/or total costs will be provided to the Client prior to engaging for these services.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.00% and are billed quarterly, pursuant to the terms of the retirement plan advisory agreement. Fees may be negotiable depending on the size and complexity of the Plan.

#### Third-Party Referrals to Non-Affiliated Registered Investment Advisor

Blue Bear is also compensated through a referral fee arrangement with Howard Capital Management pursuant to a solicitor agreement. The Advisor is only compensated when a Client engages with Howard Capital Management to share in the revenue generated by the Client's relationship with Howard Capital Management. The referral fee is fully disclosed to each Client in the Disclosure Statement provided by Blue Bear. Blue Bear is paid monthly in advance or arrears pursuant to the terms of the solicitor agreement with Howard Capital Management.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory 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 start of each calendar quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Blue Bear at the end of the prior quarter. Fee example: If the Client's accounts = \$1,000,000 in Assets Under Management, the investment advisory fee is calculated as follows:



Name	Assets Value Range	Amount	Quarterly Rate	Quarterly Fee
1 <sup>st</sup> Tier	\$0.00 to \$500,000.00	\$500,000.00	0.4125%	\$2,062.50
2 <sup>nd</sup> Tier	\$500,000.01 to \$1,000,000.00	\$500,000.00	0.3625%	\$1,812.50
<b>Total Quarterly Fee</b>				<b>\$3,875.00</b>

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients are urged to also review the statement provided by the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Blue Bear to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Project-based financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s]. Ongoing financial planning engagements are billed in advance of each calendar quarter. Services with a duration of six months or more will be billed quarterly.

#### Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement. Retirement plan fees are billed quarterly based on the market value of assets under management at the end of the prior calendar quarter.

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

Clients may incur certain fees or charges imposed by third parties, other than Blue Bear, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, 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 fees charged by Blue Bear are separate and distinct from these custody and execution fees.

In addition, all fees paid to Blue Bear 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 Blue Bear, but would not receive the services provided by Blue Bear 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 Blue Bear 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

Blue Bear is compensated for its investment management services in advance of the quarter in which services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective



date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Financial Planning Services

Blue Bear is partially-compensated for its financial planning services upon the execution of the planning agreement. Either party may terminate the financial planning agreement, at any time, 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 Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. Ongoing financial planning fees will be prorated based on the number of days remaining in the current quarterly period. Upon termination, the Advisor will refund any unearned, prepaid planning fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

Blue Bear is compensated for its retirement plan advisory services in advance of the quarter. Either party may request to terminate a retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be responsible for advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Third-Party Referrals to Non-Affiliated Registered Investment Advisor

Howard Capital Management may terminate the referral fee relationship pursuant to the terms of their solicitor agreement with Blue Bear. The agreement between the Client and Howard Capital Management is governed by the terms of the investment advisory agreement between those parties.

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

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

#### Insurance Agency Affiliations

Mr. Kinzie is also licensed as an independent insurance professional. As an independent insurance professional, Mr. Kinzie may earn commission-based compensation for selling insurance products, including insurance products offered to Clients of the Advisor. Insurance commissions earned by Mr. Kinzie are separate and in addition to our advisory fees. This practice presents a conflict of interest as Mr. Kinzie may have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on the Client's needs. Clients are under no obligation, contractually or otherwise, to purchase insurance products through Mr. Kinzie.

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

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

Blue Bear 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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Blue Bear offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses, family offices, and other institutional clients (each referred to as a "Client"). Blue Bear generally does not impose a minimum relationship size.

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

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

Blue Bear primarily employs fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from Blue Bear 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 Blue Bear will be able to accurately predict such a reoccurrence.

As noted above, Blue Bear generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Blue Bear 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, Blue Bear 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. Blue Bear 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 the Advisor's investment 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. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

#### 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.

#### Options Contracts

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

#### Margin Borrowings

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

#### Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

**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 Blue Bear or its management persons.** Blue Bear values the trust 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 or 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# 331226.

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

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### Insurance Agency Affiliations

As noted in Item 5, Mr. Kinzie is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Kinzie's role with Blue Bear. As an insurance professional, Mr. Kinzie may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Kinzie is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Kinzie 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**

Blue Bear 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 Blue Bear ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Blue Bear and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Blue Bear'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 (843) 654-1388.

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

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

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

Blue Bear 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 Blue Bear requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. 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 Blue Bear 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 afterwards. **At no time will Blue Bear, or any Supervised Person of Blue Bear, transact in any security to the detriment of any Client.**

### **Item 12 – Brokerage Practices**

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

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

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

Blue Bear 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". Blue Bear 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. Blue Bear 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** - Blue Bear 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 Blue Bear 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]). Blue Bear 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. Blue Bear will execute its transactions through the Custodian as authorized by the Client. Blue Bear may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in 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 Clients' 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 the Advisor and periodically by the CCO. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., 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 Blue Bear 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 Blue Bear**

Blue Bear is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Blue Bear does not receive commissions or other compensation from product sponsors, broker-dealers. Blue Bear may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Blue Bear may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform

Blue Bear has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Blue Bear. As a registered investment advisor participating on the Schwab Advisor Services platform, Blue Bear 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 Blue Bear 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. Blue Bear believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### Third Party Referrals to Non-Affiliated Registered Investment Advisors

Blue Bear may engage as a solicitor and be compensated by Howard Capital Management for Client referrals in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940. Clients will not pay a higher fee to the unaffiliated third-party as a result of such payments as a solicitor. The Advisor shall enter into an agreement with the unaffiliated third-party, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into the advisory agreement with the unaffiliated third-party.

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

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

## **Item 15 – Custody**

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Blue Bear 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 Blue Bear to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Blue Bear to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

## **Item 16 – Investment Discretion**

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Blue Bear 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 Blue Bear. 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 Blue Bear will be in accordance with each Client's investment objectives and goals.

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

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

## **Item 18 – Financial Information**

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Neither Blue Bear, nor its management, have any adverse financial situations that would reasonably impair the ability of Blue Bear to meet all obligations to its Clients. Neither Blue Bear, nor any of its Advisory Persons, have

been subject to a bankruptcy or financial compromise. Blue Bear is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

## **Item 19 – Requirements for State Registered Advisors**

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### **A. Educational Background and Business Experience of Principal Officer**

The Principal Officer of Blue Bear is Anthony Kinzie, CFP®, CPWA®, CEPA®. Information regarding the formal education and background of Mr. Kinzie is included the Form ADV 2B – Brochure Supplement below.

### **B. Other Business Activities of Principal Officer**

#### Insurance Agency Affiliations

Mr. Kinzie is also the co-owner, president, and a licensed insurance professional with ICAP, LLC. Implementations of insurance recommendations are separate and apart from Mr. Kinzie's role with Blue Bear. As an insurance professional, Mr. Kinzie will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Kinzie 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. Kinzie or the Advisor.

#### 1040 eWall Properties, LLC

Mr. Kinzie is also a partner with 1040 eWall Properties, LLC. In this capacity, Mr. Kinzie owns a commercial building and leases units to tenants. Mr. Kinzie is compensated via lease agreements with tenants.

### **C. Performance Fee Calculations**

Blue Bear does not charge performance-based fees for its investment advisory services. The fees charged by Blue Bear 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.

### **D. Disciplinary Information**

***There are no legal, civil or disciplinary events to disclose regarding Blue Bear or Mr. Kinzie.*** Neither Blue Bear nor Mr. Kinzie Blue Bear have ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Blue Bear or Mr. Kinzie.

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 Blue Bear or Mr. Kinzie.

### **E. Material Relationships with Issuers of Securities**

Neither Blue Bear nor Mr. Kinzie have any relationships or arrangements with issuers of securities.



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

**for**

**Anthony S. Kinzie, CFP®, CPWA®, CEPA®  
Founder, President,  
Chief Compliance Officer, and Investment Advisor Representative**

**Effective: October 28, 2024**

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Anthony S. Kinzie, CFP®, CPWA®, CEPA®, (CRD# 6688689) in addition to the information contained in the Blue Bear Financial, LLC ("Blue Bear" or the "Advisor", CRD# 331226) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Blue Bear Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (843) 654-1388.

Additional information about Mr. Kinzie 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 his Individual CRD# 6688689.

## Item 2 – Educational Background and Business Experience

Anthony S. Kinzie, CFP®, CPWA®, CEPA®, born in 1980, is dedicated to advising Clients of Blue Bear as its Founder and President, Chief Compliance Officer, and Investment Advisor Representative. Mr. Kinzie earned a Master of Engineering from the University of Wisconsin – Madison in May 2012. Mr. Kinzie also earned a B.S. in Applied Science and Technology, Nuclear from Thomas Edison State University. Additional information regarding Mr. Kinzie's employment history is included below.

### Recent Employment History:

Founder, President, Chief Compliance Officer, Investment Advisor Representative Blue Bear Financial, LLC	05/2024 to Present
Co-Owner/President, ICAP, LLC	10/2023 to Present
Partner, 1040 eWall Properties, LLC	06/2023 to Present
Investment Advisor Representative, Cetera Investment Advisers LLC	03/2024 to 07/2024
Registered Representative, Cetera Advisors LLC	11/2020 to 07/2024
Investment Advisor Representative, Cetera Investment Advisers LLC	11/2020 to 03/2024
Board Member, NC Vet Biz, LLC	05/2020 to 12/2023
Investment Advisor Representative, Principal Securities, Inc.	11/2016 to 12/2020
Financial Representative/Agent, Principal Life Insurance	08/2016 to 11/2020
Registered Representative, Principal Securities, Inc.	09/2016 to 12/2020

### 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 CERTIFIED FINANCIAL PLANNER™ Board of Standards, Inc. (“CFP® Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 87,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- **Education** – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- **Examination** – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real-world circumstances;
- **Experience** – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- **Ethics** – Agree to be bound by CFP Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

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#### Blue Bear Financial, LLC

1040 eWall St., Mount Pleasant, SC 29464

Phone: (843) 654-1388 | Website: <https://www.bluebearfinancial.com>

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP®.

#### Certified Private Wealth Advisor™ (“CPWA®”)

The CPWA® designation signifies that an individual has met initial and on-going experience, ethical, education, and examination requirements for the professional designation, which is centered on private wealth management topics and strategies for high-net-worth clients. Prerequisites for the CPWA® designation are: A Bachelor's degree from an accredited college or university or one of the following designations or licenses: CIMA®, CIMC®, CFA®, CFP®, ChFC®, or CPA® license; have an acceptable regulatory history as evidenced by FINRA Form U-4 or other regulatory requirements and five years of professional client-centered experience in financial services or a related industry. CPWA® designees have completed a rigorous educational process that includes self-study requirements, an in-class education component, and successful completion of a comprehensive examination. CPWA® designees are required to adhere to IMCA's *Code of Professional Responsibility and Rules and Guidelines for the use of the Marks*. CPWA® designees must report 40 hours of continuing education credits, including two ethics hours every two years to maintain the certification. The designation is administered through the Investment Management Consultants Association™ (IMCA®).

#### Certified Exit Planning Advisor™ (“CEPA®”)

The Certified Exit Planning Advisor™ and CEPA® are professional certifications marks granted by The Exit Planning Institute®. It is recognized as the designation that business owners look for when looking for a trusted advisor. CEPA® applicants must meet strict requirements, including a minimum of a bachelor's degree from an accredited U.S. college or university (or the equivalent from a foreign university); completion of the 5-day CEPA® program taught by a faculty of experts; and passing the CEPA® exam consisting of 150 multiple-choice questions. Applicants must also have five years of experience dealing with the owners of privately-held businesses in some advisory capacity. All applicants for the CEPA® program must sign an attestation agreeing to abide by the Code of Ethics and Professional Standards™ of the Exit Planning Institute.

CEFA® advisors must complete ongoing continuing professional education and ethics requirements to maintain their certification, with recertification every three years and completing 40 hours of continuing education. More information on the CEPA® designation can be found on the Exit Planning website: [www.exit-planning-institute.org](http://www.exit-planning-institute.org)

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

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

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. Kinzie.***

However, we do encourage you to independently view the background of Mr. Kinzie on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6688689.

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

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### Insurance Agency Affiliations

Mr. Kinzie is also the co-owner, president, and a licensed insurance professional with ICAP, LLC. Implementations of insurance recommendations are separate and apart from Mr. Kinzie's role with Blue Bear. As an insurance professional, Mr. Kinzie will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Kinzie 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. Kinzie or the Advisor. Mr. Kinzie spends less than 10% of his time per month in this capacity.

### 1040 eWall Properties, LLC

Mr. Kinzie is also a partner with 1040 eWall Properties, LLC. In this capacity, Mr. Kinzie owns a commercial building and leases units to tenants. Mr. Kinzie is compensated via lease agreements with tenants. Mr. Kinzie spends approximately 10% of his time per month in this capacity.

## **Item 5 – Additional Compensation**

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

## **Item 6 – Supervision**

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Mr. Kinzie serves as the Founder, President, and Investment Advisor Representative of Blue Bear as well as its Chief Compliance Officer. As a result, no other individual of the Advisor supervises the activities of Mr. Kinzie. Mr. Kinzie can be reached at (843) 654-1388.

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

## **Item 7 – Requirements for State Registered Advisors**

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### **A. Arbitrations and Regulatory Proceedings**

State regulations require disclosure if any Supervised Person of the Advisor is subject to:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
  - a. an investment or an investment-related business or activity;
  - b. fraud, false statement(s), or omissions;
  - c. theft, embezzlement, or other wrongful taking of property;
  - d. bribery, forgery, counterfeiting, or extortion; or
  - e. dishonest, unfair, or unethical practices.
2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
  - a. an investment or an investment-related business or activity;
  - b. fraud, false statement(s), or omissions;
  - c. theft, embezzlement, or other wrongful taking of property;
  - d. bribery, forgery, counterfeiting, or extortion; or
  - e. dishonest, unfair, or unethical practices.

Mr. Kinzie does not have any disclosures to make regarding this Item.



**B. Bankruptcy**

If a Supervised Person has been the subject of a bankruptcy petition, that fact and the details must be disclosed.

Mr. Kinzie does not have any disclosures to make regarding this Item.

## Privacy Policy

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Effective: October 28, 2024

### Our Commitment to You

Blue Bear Financial, LLC ("Blue Bear" 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. Blue Bear (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.

Blue Bear 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
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

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

### How do we protect your information?

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

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

### How do we share your information?

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

Basis For Sharing	Do we share?	Can you limit?
<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> Blue Bear 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 Blue Bear 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> Blue Bear 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 (843) 654-1388.