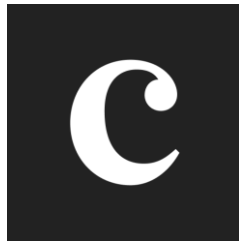


Compound Planning



Investment Adviser Brochure Part 2A

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www.compoundplanning.com

March 30, 2024

This brochure provides information about the qualifications and business practices of Atomi Financial Group, Inc d/b/a Compound Planning ("Compound Planning," "we," "us," "our," or the "Adviser"). If you have any questions about the contents of this brochure, please contact us at **(888) 533-9364** and/or **compliance@compoundplanning.com**. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or any state securities authority.

Additional information about Atomi Financial Group, Inc. is available on the SEC's website at www.adviserinfo.sec.gov. Atomi Financial Group's CRD number is 171787.

Registration does not imply a certain level of skill or training.

Item 2- Material Changes

This summary describes all material changes made since our last firm brochure (Form ADV Part 2A). This summary does not describe all the changes that we made, only those that we deemed to be material. This summary is qualified in its entirety by our current firm brochure, which is available upon request by calling us at the telephone number or writing to us at the address shown on the cover page. Our current firm brochure is available online and may be accessed and downloaded via the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. Alternatively, you may request our brochure by contacting compliance@alternativewealth.com. Material changes with respect to the previous version of our firm brochure include:

- **Item 5 (Fees and Compensation).** We updated this item to disclose that there is an option to bill the advisory fees in advance on a quarterly basis based on the account's average daily balance. We also disclose possible additional transaction costs and fees relating to illiquid investments made available through certain third-party intermediaries. Lastly, we make a disclosure on a general conflict of interest by supervised persons and advisory affiliates that own equity in the parent company of Compound Planning and on how we plan to mitigate it.
- **Item 10 (Other Financial Industry Activities and Affiliations).** We have updated this item to remove references to legal entities that have been dissolved and/or are no longer operating. We further make disclosures with respect to our relationship or arrangement with a tax and accounting firm for the provision of tax filing services to our clients as a complement to our advisory business.

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Item 4 - Advisory Business

Atomi Financial Group, Inc. ("Compound Planning," "we," "us," "our," or the "Adviser"), is a California corporation and an SEC-registered investment adviser ("RIA") offering wealth management services. Atomi Financial Group, Inc. operates under numerous DBA's including: Compound Planning, Atomi Asset Management, Atomi Financial Advisors, Atomi Private Client Group, Financial & Insurance Services, H L Dingle & Company, Inc, Hackett Advisory, Hawkes Wealth Management, Life Plan Retirement Partners, Optura Advisors, Inc., RJF Financial, Thomas Advisory Services, Inc., Whitwell & Co., and Winkler Wealth.

Compound Planning receives mail at 2261 Market Street, STE 4013, San Francisco, CA 94114.

Item 4.A – General Information and Principal Owners

Alternativ, Inc. acquired Atomi Financial Group, Inc. on June 11, 2022. Prior to the acquisition, Atomi Financial Group, Inc. has been operating its advisory business since 2012.

On September 22, 2023, the merger between Atomi Financial Group, Inc. dba Alternativ Wealth and Compound Advisers, Inc. ("Compound Advisers") was completed. Both firms are SEC-registered investment advisers (RIA). The merger was made possible by the acquisition of Compound Financial, Inc. ("Compound Financial") on September 22, 2023 by Alternativ LLC, the parent company of Alternativ Wealth (the "Merger"). Prior to the Merger, Alternativ LLC was converted into a corporation and was renamed to "Alternativ Inc." Since the completion of the Merger, both Alternativ Wealth and Compound Advisers continue to operate through Atomi Financial Group, Inc. under the new dba of *Compound Planning*. On the other hand, as a result of the Merger, Compound Advisers, Inc. ceased operations as an RIA firm and all client accounts are serviced and managed through Compound Planning.

In addition, Christian Haigh serves as the Chief Executive Officer (CEO) of Compound Planning and Jeffrey Smith as its Chief Compliance Officer (CCO). Prior to the Acquisition, Compound Advisers' owners were Jordan Gonen and Jacob Schein, who served as its CEO and Chief Technology Officer (CTO), respectively.

The Merger will not affect the level or quality of services provided to the former clients of Compound Advisers and such services shall be maintained and provided by Atomi Financial Group, Inc. dba Compound Planning.

Item 4.B - Investment Advisory Services to Financial Intermediaries

Compound Planning offers investment advisory services to financial intermediaries including unaffiliated broker-dealers, unaffiliated registered investment advisers, and affiliated investment adviser representatives ("IAR") (collectively, "Financial Intermediary" or "Intermediary"), serving as a sub-adviser to the Financial Intermediary. The Adviser's investment advisory services may include assisting the Financial Intermediary with investment policy statement determination, asset allocation, investment selection, portfolio management, billing, and client reporting. The Adviser's investment advisory services are generally provided on a limited discretionary basis.

Compound Planning may also offer investment advisory services on a non-discretionary basis. For accounts in which Compound Planning does not have discretionary authority, the Adviser will contact the client before making recommendations the Adviser deems to be appropriate for the client.

TAMP Services

Compound Planning provides Financial Intermediaries with an extensive range of investments and services for use by the said Intermediary with their clients through its Turnkey Asset Management Program ("TAMP"), including access to in-house managed models, third-party models, alternative investments, tax-alpha investments, and other operational support services.

Prior to making available any type of investment, Compound Planning will ensure that the investment and its general partner, sponsor, or adviser are properly registered, licensed, or notice-filed with the appropriate regulatory authority.

In general, a Financial Intermediary will compile financial and demographic information on their client to help develop an investment strategy that will meet their client's needs and objectives, investment time horizon, risk tolerance, and any other pertinent factors. Utilizing various tools made available by Compound Planning, the Financial Intermediary will determine the appropriateness, concentration, and strategic asset allocation of one or more investment options made available through the TAMP.

In its role as a TAMP provider, Compound Planning is mainly responsible for the implementation, trading activity, and reconciliation (for billing and reporting purposes) of the investment(s) selected by the client and their Intermediary. Under the TAMP Agreement, Compound Planning has the requisite authority to manage and rebalance automatically the client's assets based on the parameters of the model or investment strategies.

Insofar as Compound Planning provides TAMP services to unaffiliated Financial Intermediaries, these Intermediaries and their clients have ultimate discretion over the appropriateness of a particular investment program for that client. Consequently, Compound Planning may operate with lesser responsibility to the end client's account.

Financial Intermediaries have access to the following investment models and ancillary services discussed further below:

In-House Models

Compound Planning manages different asset allocation models, each designed to meet a specific investment goal. Security selection within each model may be comprised of load and no-load mutual funds, exchange-traded funds (ETFs), and/or individual securities. Compound Planning uses a number of analytical tools in developing its asset allocation strategies. Among the factors considered in designing these strategies are historical rates of risk and return for various asset classes, correlation across asset classes, and risk premiums. For all programs, the client directly owns the securities purchased within each of the investment strategies. Each model has a

strategic asset allocation. However, the Adviser may alter a model's actual asset allocation based on a fundamental or technical analysis of the markets, and/or macroeconomic forecasts. The Adviser, acting in a limited discretionary capacity, chooses when to execute any trade. Please note that investment minimums may be waived at the Adviser's sole discretion.

Third-Party Models

Compound Planning maintains a platform where third-party managers provide investment strategies and models ("Models") and make them available to Financial Intermediaries for selection on behalf of their clients in accordance with their clients' needs, objectives, risk profile, and other financial considerations. Typically, a traditional asset manager, a private fund manager, or an index provider ("Sponsor") provide each Model. Each Sponsor may choose to provide additional content ("Sponsor Content"), which may include a description of investment strategies, commentary on markets and underlying investments, and other information relevant to the Sponsor's team and Models. Sponsor Content represents the opinions of the Sponsor providing the content and should not be construed as personalized advice. Sponsor Content is subject to change without notice.

Compound Planning's Financial Intermediaries' Advisers may select third-party managers for clients based on their investment objectives, guidelines, and restrictions. Typically, fees of third-party managers will be in addition to Compound Planning's fees and any expenses relating to a client's account with Compound Planning.

Intermediary-Directed Models

Compound Planning also offers Financial Intermediaries the ability to create and manage their own investment portfolios for clients (an "Intermediary-Directed Model"). For clients using an Intermediary-Directed Model, Compound Planning is providing only administrative services and does not provide any investment advisory services and, therefore, is not responsible for the selection of the specific investment vehicle choices made with respect to an Intermediary-Directed Model. For certain types of Intermediary-Directed Models, Compound Planning may also place trade orders pursuant to the direction of the Intermediary but does not exercise discretion over the client accounts or act as an investment adviser to the client.

Alternative Investments

Compound Planning makes investment managers of non-traditional, private, or unregistered investment strategies (collectively, "Alternative Investments") accessible to Financial Intermediaries for use with their clients. Examples of offering structures for an Alternative Investment include private equity (e.g., Regulation D, Regulation A, etc.), public non-traded offerings (e.g., S-1 offerings, intrastate offerings, Business Development Companies [BDCs], non-traded mutual funds, etc.), non-traded Real Estate Investment Trusts (REITs), and/or non-traded oil and gas programs.

Some Alternative Investments will require the client to enter into a separate client agreement, via a subscription

agreement with the Alternative Investment manager, which will contain separate fees, terms and conditions, and disclosures.

The Adviser has the obligation to conduct due diligence on all Alternative Investments that are utilized by affiliated Financial Intermediaries. However, as a TAMP, the Adviser only provides administrative services, such as trade processing and reconciliation for billing and reporting purposes. Unaffiliated Financial Intermediaries are responsible for completing their own due diligence as well as ensuring that any security or other product recommended by them is appropriate for that specific client.

Alternative Investments will often have minimum investor suitability standards, which are disclosed within an investment's prospectus or offering circular. More restrictive state or firm-level suitability or concentration standards may also be applicable.

While Alternative Investments may offer interval-based (i.e., quarterly), periodic tender offers, or some other form of an early redemption feature, any Alternative Investment, in general, should be considered illiquid. That is, an investor should consider any Alternative Investment as being illiquid and without a secondary market upon which to sell one's investment and thus no opportunity to convert one's investment into cash. Anticipated holding periods will vary depending on the nature and strategy of the Alternative Investment. The Adviser will communicate anticipated holding periods per language provided within each prospectus or offering circular. However, there is no guarantee that a liquidity event will occur within the prescribed timeframe if at all.

All Alternative Investments should be considered speculative in nature, subject to a high degree of risk, including the risk of losing one's entire investment. Alternative Investments are not endorsed by FINRA, SEC, or any other regulatory agency.

Back-Office Services

Compound Planning provides certain back-office functions for Financial Intermediaries that opt into such services. These include:

Account reconciliation: Compound Planning uses electronic data feeds from trading, clearing, and custodial firms to streamline the account reconciliation process. It may do so through vendors or directly itself.

Reporting: Compound Planning offers data aggregation and reporting services to allow Financial Intermediaries the ability to monitor their clients' accounts. Intermediaries are able to examine their clients' holdings, allocation of assets and portfolio performance. Performance reporting is calculated according to industry standards and is applied to each account or combination of several related accounts for a household's or family's assets.

Billing: Compound Planning automates certain aspects of client billing on behalf of Financial Intermediaries, including invoicing, fee calculation, and fee collection.

Software Licensing and Consulting Services

Compound Planning may license its asset management software program, which is provided through a web-enabled platform ("Platform"), to other Financial Intermediaries, such as investment advisers, broker-dealers, and financial services companies. The Platform is typically customized and private labeled in the name of the applicable Institution. Financial Intermediaries provide the Platform to their financial professionals, who can use the Platform to manage the accounts of their respective clients.

The Platform provides Financial Intermediaries the ability to offer their clients a separate account investment advisory program, various asset allocation programs and account reporting services. Compound Planning also allows Financial Intermediaries to combine these programs and services to suit the needs of their clients.

Compound Planning may also provide consulting services in relation to its Software Licensing, including implementation support and ongoing maintenance services.

Other Services

Compound Planning may also provide customized services to certain institutional clients, such as employment retirement plans. These services usually consist of investment policy statement development and documentation, investment due diligence, and plan advice and management services under the Employee Retirement Security Income Act of 1974 ("ERISA").

Item 4.C - Investment Advisory Services to Individual Clients

In addition to providing TAMP services to unaffiliated Financial Intermediaries, Compound Planning also serves as a corporate RIA to affiliated Financial Intermediaries, also referred to as "Investment Adviser Representatives" or "IARs," who are registered with Compound Planning and are employed either as a 1099 contractor or W2 employee. Affiliated IARs have access to the same investment models and ancillary services as unaffiliated Financial Intermediaries, plus receive operational support and compliance oversight.

The relationship between a client and Compound Planning is different when that client is working through an affiliated IAR rather than an unaffiliated Financial Intermediary. In such a case, Compound Planning takes on a fiduciary duty when determining the appropriateness of any investment recommendations and serves its clients on a discretionary basis, that is, the Adviser executes securities transactions for clients without having to obtain specific client consent prior to each transaction. Compound Planning places trades for clients under a limited power of attorney. Discretionary authority is limited to investments within a client's managed account. The Adviser does not act as a custodian of client assets. The client always maintains asset control.

Compound Planning's investment advisory services generally include advice regarding asset allocation, the selection of investments, investment plan implementation, and ongoing investment monitoring. The Adviser relies on the stated objectives of the client and considers the client's risk profile and financial status prior to making any recommendations.

Upon entering into an advisory agreement, the Adviser will collect information concerning the client's investment

goals and experience, risk tolerance, and income needs, as well as financial information such as assets, liabilities, and portfolio statements. Based on the information provided by the client, the Adviser will recommend investment solutions consistent with the client's stated goals and objectives.

Financial Planning and Consulting Services to Individual Clients

The Adviser offers clients financial planning services, which help clients have a better understanding of: (a) their current financial situation, (b) goals, needs, and risks, and (c) the potential consequences of taking (or not taking) certain actions ("Financial Planning Services").

The Adviser uses either licensed software or other similar proprietary software or services to assist clients with their financial planning needs.

Compound Planning also offers clients consulting services that may vary widely in nature, are out of scope of Investment Management Services or Financial Planning Services, and are billed separately. Examples of such consulting services include, but are not limited to researching different tax strategies, assisting with estate transfer or probate matters, serving as trustee, bill pay and other family office services, providing expertise on business growth matters, etc.

Depending on the nature of services, fees may be assessed one-time or as an ongoing retainer fee. The scope of services and associated fees are disclosed in a Consulting Services Agreement. Clients may terminate any consulting services at any time via written notice. In these types of services, the Adviser does not and will not supervise, manage and direct any client assets (including cash), and will neither purchase, sell, invest, reinvest, exchange, convert, nor trade any assets or securities.

Investment Management Services

The Adviser offers its affiliated IARs access to the same investment offerings for the end-clients that are also offered to unaffiliated Financial Intermediaries through its TAMP, including In-House Models, Third-Party Models, Alternative Investments. In some circumstances, provided the affiliated IAR has sufficient knowledge and experience, Compound Planning will allow the IAR to manage Intermediary-Directed Models. All terms, conditions, and disclosures are identical.

Externally Managed Investment Management Services

The Adviser offers the following Externally-Managed Investment Management Services:

Cash Management Program

Compound Planning may recommend the usage of a third-party provider to provide a cash management solution designed to enhance return and provide more FDIC insurance protection on large cash balances. The provider has the responsibility and discretionary authority for the selection of program banks and the allocation of deposits

into selected banks, while ensuring each account's deposits remain at or below the FDIC insurance limit per bank. Clients are federally insured up to \$125 million. Accounts have next day liquidity with no transaction fee or redemption gates. The investment minimum guideline for a third-party cash management portfolio is \$250,000, however, the Adviser may waive such minimum at its sole discretion.

Item 4.D - Wrap-Fee Programs

The Adviser does not sponsor nor is a portfolio manager for a wrap fee program, and is not compensated in the program for sponsoring, organizing, or administering a program, or for selecting, or providing advice to clients regarding the selection of other investment advisers in the program.

However, depending on which advisory service tier you have agreed upon in your agreement, you may be offered multiple services for single fee. The Adviser provides investment advisory services such as; advice regarding asset allocation and the selection of investments, portfolio design, investment plan implementation, and ongoing investment monitoring, as well as financial planning.

Item 4.E - Assets Under Management (AUM)

As of December 31, 2023 Compound Planning manages approximately **\$1,395,949,263** in client assets broken down as follows:

- Discretionary: \$983,496,721
- Non-Discretionary: \$412,452,542

Item 4.F - Investment Advisory Services to Institutions

Compound Planning offers investment advisory services specifically tailored to the needs and special circumstances of businesses, including their pension and retirement plans. These services are generally provided in conjunction with other professionals and include investment management services for pension and profit-sharing plans, 401(k) plans, 403(b) plans, SEP IRA plans, SIMPLE IRA plans, non-qualified deferred compensation plans, asset protection plans, executive salary continuation plans, cross-purchase and stock redemption agreements, and employee advisory services.

The Adviser also provides general investment advisory services specifically tailored to the needs of a trustee or other fiduciary, including but not limited to, meeting the definition of "fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA") or an employee benefit plan subject to ERISA.

Item 4.G - Educational Seminars

Compound Planning sometimes hosts educational seminars for various audiences, including clients and prospects, and is sometimes asked to provide speakers for financial educational speaking engagements. Fees

for such engagements are negotiated on a case-by-case basis.

Item 4.H – Publication of Periodicals or Newsletters

Compound Planning may publish written content in an online manual, periodic newsletters or other channels of communication providing general information on various financial topics. No specific investment recommendations are provided in these communications and the information presented will not purport to meet the specific objectives or needs of any individual.

Item 5 - Fees and Compensation

Total fees for all services combined, including third-party separately managed account programs, will not exceed three percent (3%) for *non-qualified clients* (i.e., clients who are not considered “qualified clients” as that term is defined under Rule 205-3 of the Investment Advisers Act of 1940).

The Adviser's fee schedules are outlined in the advisory agreement. Investment management fees are calculated using an agreed upon fee applied to the value of the managed portfolio on the last day of the client's fee agreement's billing cycle. Unaffiliated Financial Intermediaries have the responsibility to ensure that Compound Planning is properly authorized to directly debit the fees from specific client accounts designated by them.

Moreover, it is important to note that Compound Planning's fee structure has evolved over time and some clients were subject to either a single flat fee, an AUM-based fee, or a “layered” flat fee and AUM fee. Presently, Compound Planning generally offers a simplified fee structure, which may either involve AUM-based fees or a flat fee arrangement.

Item 5.A- Provisions That Apply to All Investment Advisory Services Offerings

Negotiated Fees

The Adviser may negotiate its fees taking into consideration such things as the size of the client's account, the number of accounts, the client's relationship with other clients, the length of the relationship, the complexity of the client's personal circumstances, the composition of the portfolio, the complexity of investment strategies, the frequency of desired meetings or special reporting, and other factors that affect the Adviser's cost of providing services. If the client, the client's family, or related persons also have accounts under the Adviser's management, those accounts may be aggregated for fee calculation purposes. For these reasons, the Adviser's fees may vary among clients who may be in similar circumstances. Other investment advisors may charge higher or lower fees for comparable services.

Transaction and Exchange Fees

Besides investment advisory service fees, the client pays all brokerage charges related to securities transactions

for the account and, if applicable, any custodian's fees. During a trade or exchange, an investment company or custodian may charge a transaction or exchange fee and deduct it from the proceeds before distribution or reinvestment. Client should carefully review any investment prospectuses, so they are aware of the specific amount of the transaction or exchange fee that may be charged.

Potential Conflicts of Interests

Certain affiliated Financial Intermediaries or IARs may own equity in the parent company of Compound Planning and may have an incentive to recommend products or services that would tend to increase the revenue or bottom line of the firm. This presents a potential conflict of interest as affiliated Financial Intermediaries or IARs have an incentive to make such recommendation based on the desire to increase revenue for the firm, rather than based on a client's actual needs.

To address this potential conflict of interest, the Adviser, before entering or renewing an Advisory Services Agreement with a client, will disclose in writing to the client any material conflicts of interest regarding the Adviser, its representatives or any of its employees, which could be reasonably expected to impair the provision or rendering of unbiased and objective advice. The client also has the option to purchase these products or services through other unaffiliated brokers and agents.

Fee Processing

As specified in clients' Advisory Services Agreement, fees charged to the client for the Adviser's investment advisory services are billed monthly or quarterly in advance or arrears (a "billing cycle"). A client's initial bill in the first billing cycle will be pro-rated based on the number of days the client's account was open and funded (as defined as first monies deposited in the account) during the applicable billing cycle. The Adviser reserves the right to (i) invoice in advance based on an annual period or semi-annual period at its sole discretion and charge the appropriate fee for such period; (ii) negotiate fees at its sole discretion; and (iii) modify the fee schedule upon a minimum of thirty (30) days prior written notice to the client and subject to the client's right to object to it and terminate the agreement. If the client fails to pay his/her fee within thirty (30) days of the billing date, the Adviser reserves the right to charge interest at the highest rate allowed by law and the Adviser shall be entitled to reimbursement of its cost of collecting such fees and interest, including reasonable attorney fees, on all outstanding fees and interest due to Adviser.

The fees are generally calculated based on an account's "net asset value" which, as understood especially with respect to accounts with access to margin, may include the gross balance of managed investments and securities purchased with margin, as determined and reported by the custodian.

For the purpose of determining the fee on liquid managed securities, some agreements measure the market value of the asset under management after market close on the last business day of the month immediately preceding the billing cycle. Alternatively, some agreements and fee arrangements determine the market value of the asset under management on a quarterly basis based on the average daily balance for the preceding calendar

quarter.

For liquid securities, fees are typically deducted directly from the account under management. However, in certain circumstances, the client may elect to have fees deducted from a separate account. Additionally, the client may elect to pay by an alternative method.

For the purpose of determining the fee on illiquid investments, the Adviser uses the valuation of the investment or fund as reported by the investment sponsor on the last business day of the month immediately preceding the billing cycle. Investment sponsors vary on the timeliness of their valuation reporting, ranging from daily, monthly, quarterly, or annually; some do not update the valuation of its investment or fund until it has achieved a liquidity event. If no valuation has been provided by the sponsor on the last business day of the month immediately preceding the billing cycle, the Adviser will use the most recent valuation of the investment or fund as reported by the investment sponsor. The Adviser does not use any other method for valuing illiquid investments, such as published values on auction sites or secondary markets, tender offers by third parties or the investment sponsor, or valuations as published by third party research providers. The underlying or intrinsic value of an illiquid investment may be higher or lower than its published valuation. For example, the net operating income for an investment property may have increased, causing an increase in value of the property relative to the last valuation published by the investment sponsor. Or, vacancies may have increased in an investment property, causing it to lose value relative to the property's last published valuation. Given the volatility of the valuation of the underlying investments, and the difficulty in assessing a true valuation, which would be speculative in nature, the Adviser does not reconcile any differences between the fees it charges (as based on the investment sponsor's published valuation) and a potentially more accurate fee based on another method of valuation. In the event an updated valuation has not been provided by the investment sponsor, the Adviser will use the valuation from the prior billing cycle. Consequently, the Adviser may charge a fee that is higher or lower than the fair market value of the underlying investments.

For illiquid investments, fees are typically deducted from a separate non-qualified account held at a custodian in which the Adviser has permission from the client to withdraw fees. The client may also elect to pay by check or credit card.

Compound Planning may also charge an alternative payment method on file instead of deducting from a clients' custodial account.

Duration / Termination

The client or his/her Financial Intermediary may terminate any or all advisory services upon written notice to the Adviser delivered by electronic mail. The Adviser may also terminate services upon written notice to the client and Financial Intermediary delivered by certified or electronic mail. The effective date of termination will be the date the written request is received by the Adviser or the client.

Termination of investment-related services shall not affect any purchases of investment or insurance products

made by the client based on advice or recommendations made by the Adviser; those investments will remain subject to the terms of their respective offering memorandum or contract.

Upon termination of investment-related services, the client's funds will remain in the position they are in on the date of the termination and the Adviser shall have no further responsibilities with respect to the account(s) or positions within those account(s). The client may not be able to liquidate or redeem illiquid investments upon termination. Additionally, some illiquid investments may not be transferable to other advisory firms.

Upon such termination, the Adviser will conduct a fee reconciliation that will determine if a net credit is owed to the client, or if a net debit is owed to the Adviser. To complete a fee reconciliation, the Adviser will do the following:

- For accounts that are billed in arrears, a final fee, if any, will be debited to the client's fee reconciliation statement. The fee amount will be calculated as the number of calendar days worked (as defined as the number of calendar days between the first day of the termination month and the effective date of termination) multiplied by the monthly AUM fee converted into a daily rate (as defined as the total number of calendar days in the termination month). It should be noted that most third-party separately managed account programs automatically assess any pro-rata management fees against the account immediately upon termination.
- For accounts that are billed in advance, a refund will be credited to the client's fee reconciliation statement. The refund amount will be calculated as the difference between the total number of calendar days in the month in which the termination took place from the number of calendar days worked (as defined as the number of calendar days between the first day of the termination month and the effective date of termination), then multiplied by the monthly AUM fee converted into a daily rate (as defined as the total number of calendar days in the termination month).

Some legacy agreements provide that a contingent management fee may be debited to the Client's fee reconciliation statement based on the number of billing months that have occurred at the time of termination, for Alternative Investments that provide a net asset value discount or bonus based on a rebated advisor commission.

Item 5.B – Provisions That Affect the Management of Liquid Securities

Potential liquidity Issues

Most investors understand managed investments to be "liquid", which is generally defined as the ability to convert an investment into cash without penalty by selling or redeeming that investment any day in which financial markets are open. However, some investment sponsors have introduced various investment structures that do not follow this traditional definition of liquidity. For example, some open-ended no-load mutual funds may be subject to a period in which a contingent sales fee would be assessed if redeemed (commonly referred to as a "redemption fee"). These periods often range from as short as 30 days to as long as one year.

Certain marketable securities, such as closed-ended interval mutual funds, may offer less liquidity when needed

to raise cash for fees. These securities allow for redemption without redemption fees, but they have restrictions on the timing of redemption requests. Typically, redemptions occur on a calendar quarter basis, and there are limits on the total redemption amount allowed during each period, which can vary between such funds.

Billing

Investment-related service fees are typically automatically withdrawn from the account or are paid through an alternative payment method authorized by the client. Fees will be pro-rated for any partial billing cycle. For the purpose of determining the fee, the market value of assets under management shall be measured on the last day of the month immediately preceding the billing cycle.

The Adviser reserves the right to (i) invoice on an annual period or semi-annual period at its sole discretion and charge the appropriate fee for such period; (ii) negotiate fees at its sole discretion; and (iii) modify the fee schedule upon a minimum of thirty (30) days prior written notice to the client.

Other Third-Party Fees

Investments such as mutual funds, exchange-traded funds, and other funds or investments that are managed or administered by third parties possess additional fees and charges that are in addition to the Adviser's fees. The additional fund-level fees may include, but are not limited to, a management fee, brokerage and custodian fees, other fund expenses, and mortality and expense risk charge or possible distribution fee. With regard to the specific details of the brokerage practices of Compound Planning, please refer to Item 12 below. If the product imposes a sales charge, the client may pay an initial or deferred sales charge. Before investing in a fund, clients should consider the total cost of fund-level fees, our advisory fees, and any transaction-related commissions or charges.

Clients may also have the opportunity to access illiquid investments through a third-party intermediary. In such cases, there may be additional fees charged by the third-party intermediary for facilitating access to and managing those illiquid investments. Clients should likewise carefully review and understand any additional fees associated with illiquid investments accessed through third-party intermediaries before investing in such products.

Item 5.C - Investment Considerations Unique to Illiquid Investments

Illiquid investments, such as private equity (for example, Regulation D, Regulation A, etc.), public non-traded offerings (for example, S-1 offerings, Intrastate offerings, Business Development Companies (BDCs), non-traded closed-ended mutual funds, etc.), non-traded Real Estate Investment Trusts (REITs), or non-traded oil and gas programs, have unique investment considerations that an investor should be aware of, including, but not limited to:

Risks

An investment in an illiquid investment must be considered speculative and there are no assurances that an investor may not lose all or a substantial portion of their investment. Investors should consider the impact a loss of their entire investment would cause and should be confident that it would not cause an adverse impact on one's standard of living. Neither the Adviser nor its affiliates represent or guarantee that an investment in an illiquid investment will result in economic gain.

Other investment risks inherent in illiquid investments include:

- Illiquid investments typically have high minimum investment requirements.
- The performance of illiquid investments may be affected by high internal and fund-related costs.
- Illiquid investments sometimes employ potentially speculative investment strategies.
- The overall profitability of an illiquid investment may be negatively affected by general economic risks.
- An illiquid investment may experience additional costs of operation due to changing government regulation and potential litigation.
- The general partner / sponsor of an illiquid investment may not be able to raise sufficient funds to complete its business plan.
- Financing is a key component of an illiquid investment. In these cases, the investment may not be able to secure attractive financing terms.
- Illiquid investments may have tax-related risks, including Unrelated Business Taxable Income (UBTI) to tax-exempt investors.

Despite the above-mentioned risks, an investor must acknowledge the impossibility of identifying every possible risk.

Illiquidity

There is no public market for most illiquid investments, nor is there likely to be in the future. The ability to transfer one's investment may be subject to certain restrictions including obtaining the general partner / sponsor's approval and, therefore, it may not be possible for the investor to liquidate their interest, which may have to be held indefinitely as being illiquid.

If a secondary market does exist, successful programs often trade at a substantial discount. Under-performing programs will be difficult to sell at any price.

Regardless of what hardship causes the investor to need the return of capital, the investor may not have access to it for many years.

Valuation, Pricing and Billing

When the Adviser calculates the value of illiquid investments for billing and reporting purposes, the Adviser uses the valuation of the investment or fund as published by the Sponsor. The Adviser does not use any other method for valuing illiquid investments, such as published values on auction sites or secondary markets, tender offers by third parties or the investment sponsor, or valuations as published by third party research providers.

Sponsors vary on the timeliness of their valuation reporting, ranging from daily, monthly, quarterly, or annually - some do not update the valuation its investment or fund until it has achieved a liquidity event. In all cases, the Adviser uses the valuation available on the last day of each calendar month. In the event an updated valuation has not been provided by the investment sponsor, the Adviser will use the valuation from the prior billing cycle.

The underlying or intrinsic value of an illiquid investment may be higher or lower than its published valuation. For example, the net operating income for an investment property may have increased, causing an increase in value of the property relative to the last valuation published by the investment sponsor. Or, vacancies may have increased in an investment property, causing it to lose value relative to the property's last published valuation. Given the volatility of the valuation of the underlying investments, and the difficulty in assessing a true valuation, which would be speculative in nature, the Adviser does not reconcile any differences between the fees it charges (as based on the investment sponsor's published valuation) and a potentially more accurate fee based on another method of valuation. Consequently, the Adviser may charge a fee that is higher or lower than the fair market value of the underlying investments.

Custody of Assets

Because illiquid investments are often considered direct purchases, an investor's funds may be transferred to the Sponsor. In circumstances where the investor utilizes qualified funds (*i.e.*, IRA, Roth IRA, SEP IRA, etc.), the Adviser may recommend an independent self-directed IRA custodian for tax and distribution reporting. Self-directed IRA custodians charge an array of fees, including, but not limited to account opening fees, asset purchase fees, annual account fees, cash distribution fees, and account closing fees. The Adviser does not participate or share in any fees collected by a self-directed IRA custodian.

Investment Disclosures

Before authorizing the purchase of any illiquid investment, an investor should take ample time to review thoroughly the Prospectus/Memorandum/Offering Circular and (if applicable) any Addendums. These documents will contain investment-specific disclosures, such as unique risks, tax consequences, redemption options, etc.

In making a decision to purchase an illiquid investment, an investor must acknowledge that they are not relying on: (a) any verbal or written representations; or (b) any guarantees, implied or stated; or (c) any literature, documents, charts, etc. (other than those provided by the Sponsor); that have been made or delivered by the Adviser or any of its representatives.

Any financial or performance forecasts discussed by and between the client and a representative, affiliate or employee of the Adviser which pertain to an illiquid investment must be regarded as nothing more than hypothetical and not a guarantee of any future actual performance or returns. Past performance is never a guarantee of future results.

Once the Sponsor has control of an investor's funds, the Adviser and its representatives have no legal standing to exert any control over what happens to an investor's investment.

Item 5.D- Financial Planning and Consulting Services

Generally, all initial financial planning and consulting service engagements are quoted as a flat fee. Before any services are initiated, the Adviser will provide the client with a quote for such services. The Adviser's fee schedules are outlined in the Adviser's fee agreement. An initial financial plan is considered to include the time required to gather, assemble, and present the finished written plan. Please note that the above fees are related to the completion of an initial financial plan only and do not include any travel expenses that would be deemed above extraordinary (e.g., plane flights, hotel, rental car, etc.), which will be quoted separately as needed, and prior to the client's acceptance. Circumstances in which extraordinary travel expenses are incurred are rare. An example of such a circumstance might involve a client who wishes to meet at their out-of-state vacation home. Also, this fee does not include any ongoing plan updates, revisions, or changes.

A deposit of 50% of the quoted flat fee plus any applicable travel expenses is due and payable at the time the financial planning services agreement is signed.

At the Adviser's discretion, fees may be determined on a time and materials basis at an hourly rate that can range from \$100 to \$500 per hour. If fees for services are charged on an hourly basis, the number of hours and aggregate amount of fees outlined in the financial planning services agreement are only estimates. In this instance, the Adviser will charge an upfront retainer fee, which will be applied to future hours worked, equal to 50% of the total cost estimated to complete the task. The Adviser will not perform hours of services or charge aggregate fees that exceed such estimates without first providing the client with written notice and an opportunity to reject additional services and related fees. Any balance is due at the time the completed plan is delivered and presented.

The duration of an initial financial plan can vary depending on the responsiveness of the client and the timeliness in which all information and supporting documents can be gathered. However, in general, an initial financial plan takes from two (2) to three (3) weeks to complete once all client data has been collected. It is Compound Planning's policy to not have an initial financial plan take more than six (6) months to complete from the date of the original agreement.

All other terms and conditions relating to initial financial planning services are outlined in the financial planning services agreement.

Ongoing Plan Fees

Ongoing financial plan updates are available. The revision will be based on the original plan and will consider any changes in the client's financial, tax, and legal risk management circumstances and needs. Clients will be quoted an updated fee based on the time anticipated to review, adjust, update, and present the updated plan. All terms and conditions relating to plan update services are outlined in the financial planning services agreement. Fees for subsequent plan updates are not due until the beginning of the term in which such services are to be delivered.

Item 5.E- TAMP Fees and Related Services

TAMP or advisory fees are paid to Compound Planning, which is different from the fee charged by the Financial Intermediary for advisory services he/she provides to their clients. Depending on the services utilized by the Financial Intermediary, the fee may also include investment management services comprised of asset allocation assistance, style allocation assistance, research and evaluation of investment strategies and funds, account performance calculations, account rebalancing, account reporting, account billing administration and other operational and administrative services. However, clients whose Financial Intermediary performs or utilizes a third-party to perform these services listed above may pay a lower overall fee.

At a minimum, fees paid to Compound Planning will be the greater of \$60 per account or 25 basis points (bps) of the AUM annualized, in both cases assessed on monthly basis. Other fees will depend on the scope of services being provided or as negotiated between Compound Planning and the Financial Intermediary. This annual percentage fee is typically payable monthly depending on the agreement of the parties.

The specific services offered by Compound Planning are available for purchase for a fee as outlined in the TAMP agreement with the Financial Intermediary. These fee rates may vary and are negotiable, but the usual rates are summarized below:

Service	Fee Rate / Range
TAMP Platform	25 bps (0.25%) of the AUM or \$60.00 per year, whichever is higher
In-House Models	15 bps (0.15%) of the AUM per year
Third-Party Models	0 bps to 300 bps (0-3.0%) of the AUM per year
Intermediary as Portfolio Manager	5 bps (0.05%) of the AUM per year
Alternative Investment Strategies	35 bps (0.35%) of the AUM per year
Tax Alpha Strategies	50% of the fees charged by the Financial Intermediary to the Client (in addition to the fees charged by the Financial Intermediary), or a flat fee determined by Compound Planning based on the scope of work

The fees mentioned above, however, do **not** include additional fees, carried interest, or expenses imposed by

third-party managers or sponsors.

This fee is in addition to the normal investment management fee being charged by the Financial Intermediary engaging Compound Planning. There may be additional administrative fees associated with the processing of investments charged by the investment sponsor, administrator, or custodian. Clients, through coordination with their Financial Intermediary, should consult with those parties for further disclosures and fee schedules (if any).

On the other hand, the fee charged by the Financial Intermediary covers the services they provide to their clients who in turn should consult the Financial Intermediary to understand what services are covered or offered by the Financial Intermediary and what, if any, are the associated fees. Each client should also review the Financial Intermediary's Disclosure Brochure for a more detailed description of the Intermediary's Fee and how it is calculated. On average, the fee charged by a Financial Intermediary will range from approximately 0.80% to 3.0%.

Fees associated with third-party asset/fund managers are likewise not included in the fee payable to Compound Planning. Clients, through coordination with their Financial Intermediary, may utilize transaction-based pricing for clearing and custody services. In that case, those fees will be disclosed separately to the client in the applicable custodian's clearing and custodial paperwork.

Item 5.F- Educational Seminars

Compound Planning sometimes hosts educational seminars for various audiences, including clients and prospects, and is sometimes asked to provide speakers for financial educational speaking engagements. Fees for such engagements are negotiated on a case-by-case basis.

Item 5.G - Provisions That Apply to All Financial Planning Services

Fee Processing

For Financial Planning Services, generally, a deposit of 50% of the quoted flat fee is collected at the time the Financial Planning Agreement is signed. The remainder balance is generally collected upon the presentation of the Client's Financial Plan or the agreed conclusion of any Organization Services. Payment for non-investment-related services may be made by credit card or check. All checks must be made payable to "Compound Planning". Checks should never be made out to any individual representative of the Adviser.

Potential Conflicts of Interest

There is a potential conflict of interest because there is an incentive for the Adviser offering financial planning and/or financial organization services to recommend products or services for which the Adviser or an associated person may receive compensation. However, financial planning clients are under no obligation to act upon any recommendations of the Adviser or to execute any transactions through the Adviser or an associated person if they decide to follow the recommendations.

Before Compound Planning enters or renews a Financial Planning Agreement with a client, the Adviser will disclose in writing to the client any material conflicts of interest regarding the Adviser, its representatives, or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice.

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

The Adviser does not charge or receive, directly or indirectly, any performance-based fees.

Item 7 - Types of Clients

The Adviser provides advisory services to individuals, high net worth individuals, businesses, corporate pension and profit-sharing plans, trusts and estates, charitable institutions, foundations, and endowments. Compound Planning likewise provides TAMP services to unaffiliated broker-dealers, registered investment advisers, and investment advisory firms.

Item 7.A - Account Minimums

The Adviser requires a minimum of \$25,000 to establish a new advisory account. The Adviser, in its sole discretion, may accept clients with smaller portfolios based upon certain criteria including anticipated future earning capacity, anticipated future additional assets, account composition, related accounts, and pre-existing clients.

The Adviser will only accept clients with less than the minimum portfolio size if, in the sole opinion of the Adviser, the smaller portfolio size will not cause a substantial increase of investment risk beyond the client's identified risk tolerance. The Adviser may aggregate the portfolios of family members to meet the minimum portfolio size.

The Adviser may also serve as a sub-adviser for other financial institutions.

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

The Adviser uses several methods to analyze the securities that may be selected for various investment portfolios, including fundamental and technical analysis. The Adviser may also consider macroeconomic factors affecting some sectors, industries, and companies more than others. The Adviser also considers non-qualitative factors such as the strength of the company's or mutual fund's management team.

Fundamental analysis is a technique that attempts to determine a security's value by focusing on the economic well-being of a company, as opposed to movements of its market price. In the course of analysis, the Adviser will review a company's financial statements and consider factors including, but not limited to, the company's historical financial condition, prior operating results and trends, its projected revenue growth, its competitive advantages and disadvantages, the anticipated demand for its current and future products or services, the age and nature of its assets, and other factors affecting the company's anticipated results from future operations. Past

performance does not assure similar future performance. A company's fundamental value can be adversely affected by many factors unrelated to its actual operating performance.

Technical analysis is another method to evaluate potential investments. Unlike fundamental analysis, technical analysis does not analyze the company's value, but instead analyzes the movement of stock prices in the market, both individually and within an industry or sector of the economy. Technical analysis studies the supply and demand in the market to determine historical and future trends.

Notwithstanding favorable market price movements, a company's financial condition and other unique factors can adversely affect its value. Technical analysis relies upon stock movements and volume reflected in historical stock charts, often compared with various market benchmarks.

Macroeconomic factors are more relevant to some sectors, industries, and companies than others. For instance, an industry or stock that is classified as "cyclical" is generally more sensitive to an economic business cycle. Business cycles are the recurring and fluctuating levels of economic activity that an economy experiences over a period of several years. Business cycles vary in frequency, magnitude, and duration. The revenues for cyclical industries and stocks are generally higher in periods of economic prosperity and expansion and lower in periods of economic downturn and contraction. The revenues for "counter-cyclical" sectors, industries, and stocks tend to be negatively correlated to the overall state of the economy. A counter-cyclical stock's price will tend to move in a direction that is opposite to the general economic trend.

The Adviser obtains information from several sources, both public and by purchase, including financial newspapers and magazines, inspection of corporate activities, research materials prepared by third- parties, corporate rating services, annual reports, prospectuses, reports filed with the SEC, and company press releases. The Adviser believes these resources for information are reliable and regularly depend on these resources for making our investment decisions.

Item 8.A - Frequent Trading of Securities

The Adviser is not involved in the frequent trading of securities.

Item 8.B - Risk of Loss

Clients are advised that investing in securities involves the risk of loss of the entire principal amount invested including any gains. Clients face numerous investment risks including, but are limited to:

- **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.
- **Call Risk:** Risk that your bond investments will be called or purchased back from you when conditions are favorable to the bond issuer and unfavorable to you.

- **Default Risk:** The risk that the bond issuer may not be able to pay you the contractual interest or principal on the bond in a timely manner or at all.
- **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 underlying circumstances. For example, political, economic, and social conditions may trigger market events.
- **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.
- **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.
- **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.
- **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.
- **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.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its 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.
- **Specific Risks to Tax Alpha Investments:** In general, Tax Alpha Investments have long hold periods and should be considered illiquid. While each Tax Alpha Investments will have its own unique set of risks, all tax alpha investments should be considered as speculative in nature, subject to a high degree of risk, including the risk of losing one's entire investment, the risk of an audit at both the partnership and individual level, and the risk of not achieving or even losing desired tax mitigation outcomes. Investors should always consult their tax professional before considering a tax alpha investment.
- **Legislative Risk:** Some Tax Alpha Investments are based on Section 1031 of the Internal Revenue Code. Section 1031 governs like-kind exchanges and provides favorable tax treatment for assets held,

depreciated, exchanged, and eventually passed on at death as part of an estate. Legislative changes or restrictions to Section 1031 could materially change the effectiveness or value of investment strategies designed to operate under this section.

- **Audit Risk:** Conservation Easements are a form of Tax Alpha Investment that is classified as a "listed transaction" with the Internal Revenue Service, per Listing Notice 2017-10. Section 1.6011-4(d) of the Treasury Regulations requires taxpayers who invest in Conservation Easements to disclose such transactions. Taxpayers who fail to disclose their listed transactions may be subject to penalties under section 6707 of the Internal Revenue Code. Additionally, the IRS has a history of auditing and litigating tax deductions resulting from Conservation Easements. A successful challenge by the IRS could result in disallowance of a portion (or even all) of the deduction. In such a case, taxpayers could owe additional tax and interest and may incur valuation misstatement penalties. While the listing notice does not invalidate Conservation Easement transactions or prohibit investors from participating, it expressly states the IRS' intention to carefully evaluate the tax benefits investors receive based on the valuation of an easement. Due diligence on such programs is particularly important because of the increased scrutiny following this listing notice.

Any of the above risks may lead to a loss on investments. Clients should not invest unless they are able to bear these risks.

Even hedging strategies may fail if markets move against the hedged investments. In addition, investing carries with it opportunity risk; it is impossible to accurately predict the sectors of the market or asset classes that will have more favorable returns for a given period.

The use of margin involves the assumption of certain risks, including but not limited to:

- You may lose more than the principal invested as your risk includes the amount you invest plus the amount that has been loaned to you.
- The custodian may force the sale of the securities in your account if the equity in your account falls below the margin requirements.
- You may not be entitled to select which securities will be sold to meet margin requirements.
- Margin requirements may be changed by the custodian without notice.

Short sales, or selling a security that is not commonly owned, carries the risk of potentially unlimited loss. The strategy assumes the price of a stock will decline so that the shares may be purchased at a lower price when delivered. But there can be no guarantee the prices of the security will decline.

Options are considered speculative. Utilizing options in an account involves the assumption of certain risks, included, but not limited to:

- Options can be highly volatile in price.
- Writing options on uncovered positions may expose you to unlimited loss.
- Options have an expiration date. It may be possible to determine the opportune time to exercise an option, which impacts the amount of potential profit or loss.

Item 9 - Disciplinary Information

Item 9.A - Criminal or Civil Actions

Neither the Adviser nor any management person has been found guilty of or has any criminal or civil actions pending in a domestic, foreign, or military court that are material to the evaluation of Compound Planning's advisory business or the integrity of its management by an existing or prospective client or investor.

Item 9.B - Administrative Proceedings

Neither the Adviser nor any management person has any administrative proceedings pending before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority.

Item 9.C - Self-Regulatory Organization ("SRO") Proceedings

Neither the Adviser nor any management person have been found by any SRO to have caused an investment-related business to lose its authorization to do business, or to have been involved in violating the SRO's rules or were barred or suspended from membership or from associating with other members, or were expelled from membership, otherwise significantly limited from investment-related activities, or fined more than \$2,500.

Item 10 - Other Financial Industry Activities and Affiliations

Item 10.A - Broker-Dealer Registration

The Adviser does not have a current or pending affiliation with a broker-dealer, nor does it have a pending application to become a broker-dealer. None of the Adviser's associated persons are registered as or pending applications to become securities representatives of a broker-dealer.

Item 10.B - Futures Commission Merchant/Commodities

Neither Compound Planning nor any associated person is a commodity broker/futures commission merchant, a commodity pool operator, commodity trading adviser, or an associated person for the foregoing entities; nor do they have any registration applications pending.

Item 10.C - Relationships with Other Firms and Related Persons

Certain associated persons of Compound Planning are also affiliated with Atomi Partners, LLC DBA Atomi Life & Benefits Insurance Services, a licensed insurance agent with the State of California (0K66838), that sells products such as long-term care, disability, annuities, life, and health insurance.

Those associated persons who are affiliated with the above firm, as licensed insurance agents, may receive fees or commissions for the purchase or sale any of the products or services provided through an affiliated life insurance agent, which may be recommended as part of a financial plan. This presents a potential conflict of interest between associated persons of Compound Planning and clients of Compound Planning. However, clients are advised that they are under no obligation to act on any of the recommendations of the Compound Planning's associated persons. Clients are further advised that if the client elects to act on the recommendations of the associated person, they are under no obligation to affect the transactions through any affiliates of the associated person. Commissions and fees related to the sale of any products or services through affiliates of the associated person are in addition to the advisory fees charged by Compound Planning.

Compound Planning also has an existing service arrangement and relationship with Why Blu Corporation ("WhyBlu"), an unaffiliated tax or accounting firm. Compound Planning offers its advisory clients the option to obtain tax filing services through WhyBlu. Compound Planning facilitates the payment of WhyBlu's fees by directing deductions from the client's account. In addition to WhyBlu's fees, Compound Planning also earns a fee for coordinating the tax filing process. This arrangement between Compound Planning and WhyBlu creates a potential material conflict of interest since Compound Planning earns additional compensation based on the fees paid to WhyBlu. This incentivizes Compound Planning to recommend to its advisory clients the tax filing services provided by WhyBlu. To mitigate this conflict, Compound Planning will provide the full details of the compensation arrangement or the fee breakdown prior to the engagement. Additionally, Compound Planning will inform its clients that they can opt-out of the service offering and engage other firms or service providers for their tax filing needs.

Item 10.D - Relationships with Other Advisers

Christian Haigh, one of the founding owners of Compound Planning, is also an owner in Legalist, Inc. ("Legalist") a SEC-registered investment adviser in Las Vegas, Nevada that serves as the investment manager of several investment limited partnerships, referred to collectively as the "Funds." Christian Haigh also serves as the General Partner and CIO of Legalist.

In the situation involving Compound Planning and Legalist, there is a conflict of interest since the CEO's time and attention may be divided between two investment adviser firms which may affect time commitments with respect to each. Compound Planning will address this potential conflict of interest by ensuring that the allocation of the time and attention spent for each firm are reasonably and fairly spread out.

Neither Compound Planning nor any of its management persons have any other material relationships or conflicts of interest with any related financial industry participants other than those discussed in this brochure.

Item 10.E - Other Affiliations and Disclosures

Compound Planning and Atomi Partners LLC ("Atomi Partners") are affiliated companies through common ownership. Atomi Partners is a licensed insurance agent used to receive securities and insurance commissions.

Compound Planning, through the advisory services it provides to individual clients, receives additional compensation for the firm in addition to any other money management they may provide outside the TAMP. Compound Planning's investment adviser representatives (IARs) also advise individual clients and may offer the use of Compound Planning's TAMP services that are all available in the platform (e.g., third-party managers and models). This creates a conflict of interest as the IARs are incentivized to offer Compound Planning's TAMP services since this will result in the firm receiving more fees in addition to the advisory fees that it is already entitled to collect from the individual client.

There is a potential conflict of interest with respect to these relationships since Compound Planning is incentivized to refer or offer the services of its affiliates and related persons. If we recommend you use the services of our affiliates and related persons you are not obligated or required to use them. There are other firms that provide services like those offered by our affiliates and related persons and may provide such services for less expensive rates. You are encouraged to consider other firms whenever we recommend them.

Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**Item 11.A - Code of Ethics**

The Adviser has adopted a Code of Ethics that sets forth standards of conduct expected of advisory personnel and to address conflicts that arise from personal trading by advisory personnel. Advisory personnel are obligated to adhere to the Code of Ethics, and applicable securities and other laws.

The Code covers a range of topics that may include general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, initial public offerings, and private placements, reporting ethical violations, distribution of the Code, review and enforcement processes, amendments to Form ADV, and supervisory procedures. The Adviser will provide a copy of the Code to any client or prospective client upon request.

Item 11.B - Participation or Interest in Client Transactions***Principal Trading***

Neither the Adviser nor any associated broker-dealer effects securities transactions as principal with the Adviser's clients.

Personal Trading of Associates Affiliated with a Brokerage Firm

In their capacity as registered representatives, associated persons of the Adviser may not receive payments from certain mutual funds distributed pursuant to a 12b-1 distribution plan, or other such plans, as compensation for administrative services, representing a separate financial interest. The Adviser does not permit insider trading and has implemented procedures to ensure that its policy regarding insider trading is being observed by associated persons.

Agency-Cross Action Transactions

Neither the Adviser nor any associated person recommends to clients or buys or sells for client account securities in which the Adviser or an associated person has a material financial interest.

Neither the Adviser nor any associated person acting as a principal buys securities from (or sells securities to) clients, acts as general partner in a partnership in which Adviser solicits client investments, or acts as an investment adviser to an investment company that the Adviser recommends to clients.

Item 11.C - Personal Trading by Associated Persons

The Adviser recommends that clients invest in diverse types of assets. The Adviser and its associated persons may invest in the same types of assets. Permitted investments for associated persons are all asset classes. (See Item 11.D below for information concerning conflicts of interest).

Item 11.D - Conflicts of Interest with Personal Trading by Associated Persons

No associated person of the Adviser may effect a transaction in the same security prior to the completion of a sale or purchase for a client or until the Adviser decides not to enter into the transaction. The Adviser makes exceptions for transactions in securities that are: direct obligations of the government of the United States; bankers' acceptances, bank certificates of deposit, commercial paper, and high-quality short-term debt instruments (including repurchase agreements); or shares issued by registered open-end investment companies.

Associated persons may buy or sell for their own accounts the same securities, which may be recommended to advisory clients. Associated persons seek to ensure that they do not personally benefit from the short-term market effects of their recommendations to clients and their personal transactions are regularly monitored.

Associated persons are aware of the rules regarding material non-public information and insider trading. Associated persons may also buy or sell a specific security for their own account based on personal investment considerations, which the Adviser does not deem appropriate to buy or sell for clients.

Item 12 - Brokerage Practices**Item 12.A - Factors in Selecting or Recommending Broker-Dealers*****Brokerage Recommendations***

Adviser will be retained on a limited discretionary basis and will be authorized to determine and direct execution of portfolio transactions. In selecting a broker or dealer, Adviser may consider, among other things, the broker or dealer's execution capabilities, research capabilities, reputation, access to markets for which the securities are being traded, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. Adviser is independently owned and operated, and not affiliated with any broker or dealer.

Brokers or dealers may charge a fee for custody as well as may be compensated by account holders through commissions or other transaction-related fees for securities trades that are executed through the broker or dealer or that settle into a broker or dealer's accounts. Adviser generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account. Our clients may pay higher commissions to a recommended broker or dealer than commissions charged by other brokerage firms, such as discount brokers, in recognition of the value of research and brokerage services provided to us by the broker or dealer. These research and brokerage services may include, for example, research reports analyzing the performance of a company or its stock, specialized publications directed to readers with specialized interests or industries, products or issues, clearance, settlement or custody services, or trading software used to route orders. The Adviser will only accept research and brokerage services that satisfy the requirements of Section 28(e) of the Securities Exchange Act of 1934 as interpreted by the Securities and Exchange Commission. Research services furnished by brokerage firms to us as a result of the securities transactions for one client's account may also benefit other clients' accounts. The Adviser is not, however, under an obligation to use, or to continue to use, a brokerage firm as a result of receiving research services from that firm.

A broker or dealer may also make available to Adviser other products and services that benefit Adviser but may not benefit its clients' accounts. Some of these other products and services assist Adviser in managing and administering clients' accounts. These include software and other technology that provide access to client account data (such as trade confirmations and account statements); facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts); provide research, pricing information and other market data; facilitate payment of Adviser's fees from its clients' accounts; and assist with back-office functions, recordkeeping, and client reporting. Many of these services generally may be used to service all or a substantial number of Adviser's accounts, including accounts not maintained at the broker or dealer.

A broker or dealer may also make available to Adviser other services intended to help Adviser manage and further develop its business enterprise. These services may include consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, and marketing. In addition, a broker or dealer may make available, arrange and/or pay for these types of services rendered to Adviser by independent third parties. A broker or dealer may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Adviser.

While as a fiduciary, Adviser endeavors to act in its clients' best interests, an Adviser's recommendation that clients maintain their assets in accounts at a specific broker or dealer may be based in part on the benefit to

Adviser of the availability of some of the foregoing products and services and not solely on the nature, cost or quality of custody and brokerage services provided by the broker or dealer, which may create a potential conflict of interest.

While Compound Planning recommends that you use the brokerage firms with which we have a relationship as custodian/broker, clients will decide whether to do so when they open an account by entering into an account agreement directly with them. Compound Planning does not open the custodial account for you.

Item 12.B - Research and Other Soft Dollar Benefits

Due Diligence Fees

The Adviser reviews and conducts due diligence on alternative assets, including but not limited to private equity offerings, real estate, oil and gas, and credit instruments. As part of this process, we may rely on third-party reports and consultants, when available. The members of the Investment Committee collectively determine the products that are permissible on the Adviser's platform. Representatives may recommend certain alternative investments to individual Clients where there is a reasonable belief the investment is suitable, or it may include alternatives as part of a strategy. Clients are not required to invest in alternative investments.

The Adviser typically collects fees from issuers of alternative investments for performing due diligence. The due diligence fee is usually a flat fee to reimburse the firm for costs it incurs in undertaking due diligence analysis of an issuer's investment product. In some circumstances, issuers allocate a percentage of capital raised toward due diligence related expenses and thus pays the Adviser a percentage (measured as basis points) of total capital allocated to the issuer's offering by the Adviser.

In addition, an annual conference fee may be collected by the Adviser from certain product sponsors. This conference fee allows Representatives to attend the Adviser's annual conference without charge and encourages Representatives to educate themselves about various investment products on the Adviser's platform that may be of interest to Clients. Certain Adviser employees may receive a one-time bonus based on their assistance in the scheduling the annual conference venue, agenda, travel and hotel arrangements, meals, and other similar related annual conference duties.

None of these fees are ever calculated as a percentage of Clients' investments. However, the existence of these fees could be viewed as a conflict of interest because of the potential that the Adviser might only recommend issuers who pay these fees. The firm mitigates this potential conflict by having a well-defined investment process and by reviewing the alternative investment issuers and managers chosen and rejected to detect any favoritism and ensure that decisions to approve an alternative investment is made in the best interest of the Client.

Soft Dollars

The term "soft dollars" refers to the amount by which the commissions paid for securities transactions by a client exceeds the lowest commission rate available from other broker-dealers for basic execution services.

The Adviser may use these "soft dollars," (which are generated by its clients' trades), to pay for research and enhanced brokerage services that it receives from or through the broker-dealers whom it engages to perform securities transactions.

The products and services available from broker-dealers include internally generated items such as in-house research, and services obtained by the broker-dealer through third parties (e.g., quotation equipment, etc.).

The client may pay a higher price for the purchase of securities (or accept a lower price for the sale of securities) to broker-dealers that provide the Adviser with premium brokerage and research services or pay brokerage commissions more than that which another broker-dealer might charge for affecting the same transactions.

Such research generally will be used to service all of the Adviser's clients, but brokerage commissions paid by one client may be used to pay for research that is not used in managing that client's portfolio.

The Adviser does not seek to allocate soft dollar benefits to client accounts in proportion to the soft dollar credits those accounts generate.

Clients do not "pay up" for the soft dollar benefits so clients do not pay brokerage commissions that are higher than those charged by other broker-dealers in order to cover the cost of the soft dollar benefits that are received by the Adviser.

When the Adviser uses soft dollars paid for by client brokerage commissions to purchase research or other products or services, it creates a benefit for the Adviser because the Adviser does not have to produce or pay for these products or services.

The availability of soft dollars may provide an incentive to select or recommend a broker-dealer based on the Adviser's interest in receiving soft dollars rather than the client's interest in receiving the most favorable execution.

Item 12.C - Brokerage for Client Referrals

Associated persons of the Adviser may direct a certain amount of brokerage business to other broker-dealers in return for referral of prospective clients.

This practice may create a conflict of interest in that the Adviser has an incentive to refer client brokerage business in exchange for client referrals rather than obtaining the most favorable execution for clients.

Item 12.D- Directed Brokerage

Generally, Compound Planning has the authority over the selection of the broker to be used without obtaining specific client consent. In limited situations Compound Planning may accept written direction from a client

regarding the use of a broker-dealer to execute some or all transactions for the client. If a client directs Compound Planning to use a broker or dealer, the client will negotiate terms and arrangements for the account with that broker-dealer, and Compound Planning will not seek better execution services or prices from other broker-dealers. As a result, the client may pay higher commissions or other transaction costs with greater spreads or receive less favorable net prices on transactions for the account that would otherwise be the case.

Item 12.E - Trade Aggregation

In placing orders to purchase or sell securities, the Adviser may elect to aggregate orders. In so doing, the Adviser will not aggregate transactions except to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among clients' differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Transactions will generally be averaged as to price and allocated among clients on a pro rata basis to the purchase and sale orders placed for each client on any given day. Before entering an aggregated order, the Adviser will prepare a written statement ("Allocation Statement") specifying the participating client accounts and how it intends to allocate the securities purchased among those clients.

Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reason for a different allocation is explained in writing and approved in writing by the Adviser's compliance officer no later than one hour after the opening of the markets on the trading day following the day the order was executed.

In the event that the Adviser determines that a prorated allocation is not appropriate, the allocation will be made based on other relevant factors, which may include:

- 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.
- Allocations may be given to one account when that 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.

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).

- With respect to sale allocations, allocations may be given to accounts low in cash.
- In cases when a pro rata allocation of a potential execution would result in a de minimis allocation in one

or more accounts, the Adviser may exclude the account(s) from the allocation.

- The transactions may be executed on a pro rata basis among the remaining accounts.
- 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.

The Adviser may aggregate trades for itself or for its associated persons with client trades under the following conditions:

- The Adviser will not aggregate transactions unless it believes that aggregation is consistent with its duty to seek best execution (which includes the duty to seek best price) for clients and is consistent with the terms of the Adviser's investment advisory agreement.
- No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all the Adviser's transactions in a given security on a given business day.
- The Adviser will prepare a written statement ("Allocation Statement") specifying the participating client accounts and how it intends to allocate the order among those clients.
- If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the Allocation Statement; if the order is partially filled, it will be allocated on a pro-rata basis.
- Notwithstanding the foregoing, the order may be allocated on a basis different from that specified in the Allocation Statement if all client accounts receive fair and equitable treatment and the reasons for different allocation are explained in writing and approved by the Adviser's compliance officer no later than one hour after the opening of the markets on the trading day following the day the order was executed.
- For each client account, the Adviser's books and records will separately reflect the orders which are aggregated, as well as the securities held by, bought, and sold for that account.

Funds and securities of clients whose orders are aggregated will be deposited with one or more banks or broker-dealers, and neither the client's cash nor their securities will be held collectively any longer than is necessary to settle the purchase or sale in question on a delivery versus payment basis.

Cash or securities held collectively for clients will be delivered to the custodian bank or broker-dealer as soon as practicable following the settlement. The Adviser will receive no additional compensation of any kind because of the proposed aggregation and individual investment advice and treatment will be accorded to each client.

Item 13 - Review of Accounts

Investment adviser representatives (IARs) of Compound Planning perform reviews of all investment advisory accounts annually. Associates review accounts for consistency with the investment strategy and performance chosen by clients (among other things). With respect specifically to the investment policy statement (IPS), an audit or review shall be done on a periodic basis by designated members of the compliance team to ensure alignment with the client's investment objective, risk profile and current financial condition. More frequent reviews may also be triggered by material market, economic or political events, or by changes in a client's individual circumstances. Macroeconomic and company specific events may also trigger reviews.

Financial planning and consulting accounts will be reviewed as contracted for by each client. Financial plans are reviewed only upon request unless the Adviser is retained to update plans on a continuous basis.

There is currently no limit on the number of accounts that can be reviewed by an associated person.

Brokerage statements are generated no less than quarterly and the account custodian sends copies directly to clients. These reports list the account positions, activity in the account over the covered period and other related information. The custodian also sends confirmations following each brokerage account transaction unless confirmations have been waived.

Item 14 - Client Referrals and Other Compensation

The Adviser may engage third-party promoters to whom it will pay cash, or a portion of the fees paid by clients referred by these promoters. All promoters who refer or endorse clients will be supervised in accordance with SEC rules, as well as the rules and requirements in the jurisdiction where they operate. When applicable, the promoters will be licensed as investment advisers or notice filed in the appropriate jurisdictions.

Whenever the Adviser compensates promoters for endorsement or referrals, the potential clients will receive the necessary disclosures and documents required under Rule 206(4)-1 of the Investment Advisers Act of 1940 which shall set forth, among other things, the material terms of the compensation arrangement and any potential conflicts of interests.

The Adviser does not receive any economic benefit for providing advisory services to clients from a person who is not a client. This includes sales awards or prizes.

Item 15 - Custody

Client assets are held by qualified custodians. With written authorization (as outlined in the advisory service agreement), clients give the Adviser permission to withdraw its advisory fees directly from clients' accounts. The Advisor sends a copy of its fee invoice (in the form of a fee upload) to the custodian shortly after clients have received a detailed fee invoice. The custodian sends quarterly statements to clients showing all disbursements, including the amount of the advisory fees. Clients should carefully review these statements.

Item 16 - Investment Discretion

Unless otherwise specified, Compound Planning will have discretion over the selection and amount of securities

to be bought or sold and commission rates to be paid to a broker or dealer for client securities transactions without obtaining specific client consent.

For its TAMP services, Compound Planning has ongoing and continuous oversight over the strategies or models offered in its platform. However, the decision as to what investment strategy the assets of the clients are invested in is based on suitability information gathered and reviewed by the Financial Intermediary, the client of Compound Planning. Compound Planning is mainly responsible for the implementation, trading activity and selection of the strategy/model offered to the Client and selected by the Financial Intermediary and their clients. Under the TAMP Agreement, Compound Planning has the requisite authority to manage and rebalance automatically the Client's asset based on the parameters of the model or investment strategies.

It is also through the TAMP agreement with the Financial Intermediary where Compound Planning is granted discretionary trading authority. Trading discretion is limited to selected models and securities selected through the platform. Further, Compound Planning has discretion over the timing and execution of the securities offered with the model or strategy to best manage the execution without prior consent from the Adviser or their clients. Compound Planning is authorized, in its discretion and without prior consultation to: (1) buy, sell, exchange and trade any stocks, bonds or other securities or assets and (2) determine the amount and timing of securities to be bought or sold, and (3) place orders directly with the custodian.

Compound Planning, as a TAMP service provider, does not assume a fiduciary or investment advisory role in (i) assets that an unaffiliated Financial Intermediary manages directly using the TAMP technology of Compound Planning solely as an account management system, (ii) assets that the Financial Intermediary has under management outside of Compound Planning, or (iii) securities transferred into a program to be liquidated in order for Compound Planning to commence discretionary management of the assets. Such discretion is to be exercised in a manner consistent with the stated investment objectives of the investment strategy selected for the particular client account. Financial Intermediaries should notify Compound Planning if such investment objectives have changed so that Compound Planning may work with the Adviser to make appropriate changes within the client portfolio, and it is the responsibility of the Financial Intermediary to monitor such changes and notify Compound Planning.

Item 17 - Voting Client Securities

The Adviser does not accept authority to vote proxies on behalf of clients as a matter of policy. Clients will receive their proxy information directly from their custodian.

Clients may contact the Adviser with questions about a solicitation.

Item 18 - Financial Information

There is no financial condition that is likely to impair the Adviser's ability to meet its contractual commitments to its clients.

The Adviser does not maintain custody of client assets, so no audited balance sheet is being provided.

Item 19 - Requirements for State Registered Advisers

This is not applicable.