



WRAP FEE PROGRAM BROCHURE
Form ADV Part 2A
Appendix 1

March 28, 2024

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This wrap fee program brochure provides information about the qualifications and business practice of ShariaPortfolio, Inc. If you have any questions about the contents of this brochure, please contact us at 321-275-5125 or info@shariaportfolio.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state security authority.

Additional information about ShariaPortfolio, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. ShariaPortfolio, Inc. is a registered investment adviser with the United States Securities and Exchange Commission ("SEC"). Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of ShariaPortfolio, Inc. provides you with information about which you may use to determine to hire or retain ShariaPortfolio, Inc.

ITEM 2: MATERIAL CHANGES

SEC Rule 204-3(b)(2) allows us to provide you with a summary page of Material Changes in lieu of sending out our entire Wrap Fee Program Brochure. If you are being offered this Material Change page as a separate piece from our Wrap Fee Program Brochure and you have questions about these summary disclosures or would like a current copy of our Wrap Fee Program Brochure to review, you may contact us and a current, complete Wrap Fee Program Brochure will be sent free of charge. Since our last update of this brochure in March 2023, there have been no material changes to this brochure.

Pursuant to State and SEC Rules, ShariaPortfolio, Inc. (“ShariaPortfolio” or the “Firm”) will ensure that clients receive a summary of any materials changes to this Brochure within 120 days of the close of ShariaPortfolio’s fiscal year. Additionally, as the firm experiences material changes in the future, we will send you a summary of our “Material Changes” under separate cover. For more information about the firm, please visit www.shariaportfolio.com.

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ITEM 4: SERVICES, FEES AND COMPENSATION

ShariaPortfolio is the sponsor of the Express wrap fee program. Our wrap fee program allows you to pay a single fee that covers advisory services, trade execution, custody, and other standard brokerage services.

The investment advice provided by ShariaPortfolio is variable depending upon the desires, investment objectives, and other preferences of the client and in accordance with a written Investment Advisory Agreement entered into between ShariaPortfolio and the client.

ShariaPortfolio offers investment advisory services, which encompasses portfolio management as well as providing financial consulting/financial planning to clients and is designed to assist clients in meeting their financial goals through the use of financial investments. ShariaPortfolio will conduct one or more meetings (in person, if possible, otherwise via telephone conference) with the client in order to understand the client's current financial situation, existing resources, financial goals, and tolerance for risk. Based on this information ShariaPortfolio will recommend an investment approach to the client. Upon written execution of the Investment Advisory Agreement, ShariaPortfolio will work with the client to establish or transfer investment accounts so that the Firm is able to manage the client's portfolio. ShariaPortfolio may periodically rebalance or adjust client accounts under its management.

Investment advisory recommendations are based on the client's financial situation and investment objectives at the time the services are provided and are based on financial information disclosed by the client. ShariaPortfolio will periodically contact clients to determine whether any changes have occurred to their overall objectives and/or situation. However, if the client experiences any significant changes to their financial or personal circumstances, it is the client's responsibility to timely notify the Firm so that such information can be used in managing the client's portfolio and determining if changes are necessary. In addition, ShariaPortfolio does not assume any responsibility for the accuracy of the information provided by clients. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and past trends and performance of the market and economy. Past performance is in no way an indication of future performance.

A. Services under the Wrap Fee Program

ShariaPortfolio's Wrap Program, known as the "Express Program" (the "Program") is an advisory program sponsored by ShariaPortfolio. ShariaPortfolio is registered as an investment advisor with the SEC under the Investment Advisers Act of 1940, as amended, and is a Florida corporation.

The Program is available online only via a dedicated website and offers clients investment strategies that consist of diversified model portfolios that are managed on a discretionary basis.

ShariaPortfolio provides administration and related services for the Program. ShariaPortfolio provides portfolio management services for Program accounts on a discretionary basis consistent with clients'

chosen investment strategy. Charles Schwab & Co., Inc, member FINRA/SIPC/ (“Schwab”), a separately owned and unaffiliated SEC-registered broker-dealer and FINRA member, acts as the qualified custodian for Program accounts and provides trade execution and related services for Program accounts.

The Program is a digital investment platform option designed for clients who are in the early stages of accumulating savings or otherwise wish to utilize a digital investment platform. The Program has been developed in partnership with unaffiliated third parties, whereby ShariaPortfolio licenses software, tools and services that are made available to our clients. The Firm will determine whether the Program is suitable for each client before permitting the client into the Program.

Clients give investment discretion to ShariaPortfolio to manage their account and make trades in their account. Clients may request that certain securities be excluded from their account, but ShariaPortfolio is not required to accept account restrictions that it deems unreasonable. A request to exclude certain securities from a client’s account may result in delays in the management of the account and a client may be notified that the account cannot be managed with the requested investment restrictions.

Clients should carefully consider whether their participation in the Program is appropriate for their investment needs and goals. Clients can change their investment strategy by contacting ShariaPortfolio and completing a new assessment.

Clients within the Program can communicate with ShariaPortfolio via electronic channels (i.e., email), the ShariaPortfolio office, and via telephone.

Schwab’s Brokerage Services:

In addition to the advisory services, the wrap fee program includes certain brokerage services of Charles Schwab & Co., Inc. (“Schwab”) a broker-dealer registered with the Securities and Exchange Commission and a member of FINRA and SIPC. We are independently owned and operated and not affiliated with Schwab. Schwab will act solely as a broker-dealer and not as an investment advisor to you. It will have no discretion over your account and will act solely on instructions it receives from us [or you]. Schwab has no responsibility for our services and undertakes no duty to you to monitor our firm’s management of your account or other services we provide to you. Schwab will hold your assets in a brokerage account and buy and sell securities and execute other transactions when we [or you] instruct them to. We do not open the account for you.

B. Fees

We charge a single asset-based fee for services covered by the wrap program. The maximum fee charged for the program is set forth below.

The client agrees to pay a management fee relating to the Express Program quarterly, in advance. The Express Program and its fee are different and separate from our Access Program and its fee or our other advisory services. Please refer to Form ADV Part 2A for details.

The Company charges the following management fees for assets managed under the Express Program:

Assets Under Management	Annual Advisory
0 to \$500,000	.75%
\$500,000 to \$1,000,000	.60%
\$1,000,001 to \$5,000,000	.50%
> \$5,000,000	.40%
Mutual Fund/ETF Portfolios	.50%

The Express Program fee includes ShariaPortfolio's portfolio management services and administration services as well as Schwab's trade execution, custody, and related services.

To the extent that cash used by clients to fund their Program accounts comes from redemptions of mutual fund shares, exchange traded fund ("ETFs") or other investments outside of the Program, there may be tax consequences or additional costs from sales charges previously paid and redemption fees incurred.

The fees that clients pay directly and indirectly in the Program may be more or less than they would pay if they purchased separately the types of services in the Program. Clients may be able to obtain some or all of the types of services available through the Program on a stand-alone basis from other firms. Factors that bear upon the cost of the Program in relation to the cost of the same services purchased separately include, among other things, the type and size of the account (and other accounts that clients may be able to combine to determine fee break points), the historical and expected size or number of trades for an account, and the number and range of supplementary advisory and other services provided to an account. As ShariaPortfolio absorbs certain transaction costs in wrap fee accounts, ShariaPortfolio may have a financial incentive not to place transaction orders in those accounts since doing so increases its transaction costs. Thus, an incentive exists to place trades less frequently in a wrap fee arrangement.

Lower fees for comparable services may be available from other sources. These fees may be negotiated by ShariaPortfolio under certain circumstances, and at the sole discretion of ShariaPortfolio.

Should a client open an account during the quarter, management fees will be prorated for assets held for a partial quarter based on the number of days that the account was open during the quarter. In the event that ShariaPortfolio's services are terminated mid-quarter, the annual fee shall be prorated through the date of termination as defined in the Agreement and any earned, unpaid balance will be immediately due and payable by client, and any pre-paid unearned fees will be promptly refunded to the client.

Asset Allocation Ranges (as of 2022)

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Asset Allocation Model	Equity	Sukuk	Cash	RE
Aggressive	80-95	0-10	2-6	0-10
Moderate	40-80	10-50	2-6	0-20
Conservative	10-40	50-80	2-6	0-20
Sukuk	0-10	80-95	2-6	0-20

- Each model has a minimum and maximum range for asset allocation
- Asset types are Equity, Income (Sukuk), Real Estate and Cash.
- Precious metals are considered part of Equity allocation.
- Under extreme market conditions, portfolio managers may temporarily stray from these ranges. A financial crisis, war, or other major event can warrant this.

Terminated Accounts

To terminate our portfolio management services, either party (you or us), by written notification to the other party, may terminate the Investment Advisory Agreement at any time, provided such written notification is received at least 5 days prior to the date of termination. Such written notification should include the date the termination will go into effect along with any final instructions on the account (i.e., liquidate the account, finalize all transactions and/or cease all investment activity).

In the event termination does not fall on the first/last day of a calendar quarter, you shall be entitled to a pro-rated refund of the prepaid quarterly management fee based upon the number of days remaining in the quarterly cycle after the termination notice goes into effect. Once the termination of investment advisory services has been implemented, neither party has any obligation to the other – we no longer earn management fees or give investment advice and you become responsible for making your own investment decisions.

If ShariaPortfolio's services are terminated by written notice by either party, ShariaPortfolio will conduct an analysis of services provided to determine whether any pre-paid costs were unearned, and any such unearned pre-paid costs will be refunded to the Client on a pro-rata basis. If the prorated refund amount is \$10 or more then ShariaPortfolio will send the client the refund check. Any amount below \$10 the Firm will not send.

Upon notice of termination to the Client, ShariaPortfolio will begin the process of removing its access to the Client's Advisory Accounts; however, the custodian may require a reasonable amount of time to liquidate and/or transfer assets, including time for required recordkeeping, processing, and complying with the rules and conditions imposed by mutual fund companies, stock exchanges, or

securities issuers.

A wrap fee is not based directly on the number of transactions in your account. Various factors influence the relative cost of our wrap fee program to you, including the cost of our investment advice, custody and brokerage services if you purchased them separately, the types of investments held in your account, and the frequency, type and size of trades in your account. The program could cost you more or less than purchasing our investment advice and custody/brokerage services separately.

C. Compensation

ShariaPortfolio does not receive any special compensation for recommending the Program to clients who participate in the Program other than the compensation received from the ShariaPortfolio management fee charged by the Firm. The Wrap Fee may vary depending on a number of factors. The Wrap Fee is generally determined at the time of *initial* investment; subsequent increases or decreases in investment size do not result in an adjustment to the Wrap Fee, unless specifically negotiated, notwithstanding different fee tiers for asset ranges that are discussed in our ADV Part 2A Brochure.

Our wrap fee does not cover all fees and costs. The fees not included in the wrap fee include charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, fees (such as a commission or markup) for trades executed away from Schwab at another broker-dealer, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

D. Express Program Disclosures

The benefits under a wrap fee program depend, in part, upon the size of the account, the costs associated with managing the account, and the frequency or type of securities transactions executed in the account.

- For example, a wrap fee program may not be suitable for all accounts, including but not limited to accounts holding primarily, and for any substantial period of time, cash or cash equivalent investments, fixed income securities or no-transaction-fee mutual funds, or any other type of security that can be traded without commissions or other transaction fees.
- In order to evaluate whether a wrap [or bundled] fee arrangement is appropriate for you, you should compare the agreed-upon Wrap Program Fee and any other costs associated with participating in our Wrap Fee Program with the amounts that would be charged by other advisers, broker-dealers, and custodians, for advisory fees, brokerage and execution costs, and custodial services comparable to those provided under the Wrap Fee Program.

E. Conflict of Interest

When managing a client's account on a wrap fee basis, we receive as compensation for our investment advisory services, the balance of the total wrap [or program] fee you pay after custodial, trading and other management costs (including execution and transaction fees) have been deducted. Accordingly, we have a conflict of interest because we have a financial incentive to maximize our compensation by seeking to reduce or minimize the total costs incurred in your account(s) subject to

a wrap fee.

- For example, our wrap fee arrangement creates incentives for our [advisers/firm] to trade less frequently or select investments that that reduce our costs, and in some cases increase expenses that are borne by the client.

We are available to discuss Schwab's execution related pricing with you so that you can compare the total costs of entering into a wrap fee arrangement versus a non-wrap fee arrangement.] If you choose to enter into a wrap fee arrangement, your total cost to invest could exceed the cost of paying for brokerage and advisory services separately.

ITEM 5: ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS

ShariaPortfolio provides independent, objective advice regarding investments for individuals and high net-worth individuals. There is a no minimum required to open and maintain an investment advisory wrap account. However, we generally suggest, but do not require, a minimum initial investment of \$1,000 when opening an Express Program account.

Clients of the Program may include individuals, IRAs, and revocable living trusts. Clients that are organizations (such as corporations and partnerships) or government entities, and clients that are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are not eligible for the Program.

The Company does not require a minimum initial investment under the Express Program. However, please note that in the case of Wrap Fee accounts or other limited circumstances regarding the Express Program where the assets associated with the Client who *initiates* services is less than \$25,000 upon opening the account in the Express Program, ShariaPortfolio will place the assets in a less expensive strategy - specifically, utilizing benchmarked Exchange Traded Funds. The Client's assets will be invested in the Passive strategies at the onset of initiating services with ShariaPortfolio. Importantly, this does not apply to *existing* Wrap Fee accounts that decrease in value over time.

A client that terminates its advisory agreement with ShariaPortfolio must also close its Program account and instruct ShariaPortfolio to either (i) liquidate the Program account assets and send the proceeds to the client or to an account specified by the client, or (ii) transfer the Program account assets to another account.

ShariaPortfolio may terminate a client from the Program for any reason, in ShariaPortfolio's sole discretion. ShariaPortfolio also may terminate a client from the Program if ShariaPortfolio deems the client's requested investment restrictions to be unreasonable. Before terminating a client from the Program, ShariaPortfolio will provide at least 30 days' notice. Depending on the reason for the termination, the client may have the opportunity to resolve the reason for their termination.

ITEM 6: PORTFOLIO MANAGER SELECTION AND EVALUATION

A. Selection and Review of Portfolio Manager

ShariaPortfolio manages the client portfolios within the program. There is no third-party review performed of the portfolio manager's performance.

B. Advisory Business

ShariaPortfolio is the sponsor of the Program. A "wrap-fee" program is one that provides the client with advisory and execution services for an all-inclusive fee. The client is not charged separate fees for the respective components of the total service.

ShariaPortfolio is majority owned by Naushad Virji, Chief Executive Officer and Wasia Sheikh, Shareholder. ShariaPortfolio's Investment Advisor Representatives also act as portfolio managers to the program.

C. Performance-Based fees and Side-by-Side Management

ShariaPortfolio does not charge performance-based fees (*i.e.*, fees calculated based on a share of capital gains on or capital appreciation of the client's assets or any portion of the client's assets). Consequently, ShariaPortfolio does not engage in side-by-side management of accounts that are charged a performance-based fee with accounts that are charged another type of fee (such as assets under management).

D. Methods of Analysis

Generally, ShariaPortfolio uses a variety of analytical information to assist with its security analysis. Such information may include fundamental and technical analysis. The primary sources of information used by ShariaPortfolio include market news reports, financial publications, outside research reports, prospectuses, and interpretation of exchange market data.

E. Investment Strategies and Risk of Loss

The biggest risk to you is the risk that the value of your investment portfolio will decrease due to moves in the market. This risk is referred to as the market risk factor, also known as variability or volatility risk.

Other important risk factors:

- Interest Rate Risk – Sharia-compliant principals shun interest-based finance or investing. However, we are discussing market risk factors and how interest rates can affect the value of stocks. When the Federal Reserve attempts to control inflation by increasing the federal funds rate, the Federal Reserve disturbs the lending practices of banks and money becomes more expensive to borrow. This creates a ripple effect across the economy; thus, impacting

the behavior of consumers and businesses and how they spend.

- **Equity Risk** – Equity risk is the risk that the value of your stocks will depreciate due to stock market dynamics causing one to lose money.
- **Currency Risk** – Currency risk is the risk that arises from the change in price of one currency against that of another. Investment values in internationally securities can be affected by changes in exchange rates.
- **Inflation Risk** – The reduction of purchasing power of investments over time.
- **Commodity Risk** – Commodity risk refers to the uncertainties of future market values and the size of future income caused by the fluctuation in the prices of commodities (i.e., grains, metals, food, electricity, etc...).

The risk factors we have cited here are not intended to be an exhaustive list but are the most common risks your portfolio will encounter. Other risks that we haven't defined could be political, over-concentration, and liquidity to name a few. However, notwithstanding these risk factors, the most important thing for you to understand is that regardless of how we analyze securities or the investment strategy and methodology we use to guide us in the management of your investment portfolio, investing in a security involves a risk of loss that you should be willing and prepared to bear; and furthermore, past market performance is no guarantee that you will see equal or better future returns on your investment.

Epidemics, Pandemics, Outbreaks of Disease and Public Health Issues. Our business activities could be materially adversely affected by pandemics, epidemics and outbreaks of disease in Asia, Europe, North America and/or globally or regionally, such as COVID-19, Ebola, H1N1 flu, H7N9 flu, H5N1 flu, Severe Acute Respiratory Syndrome (SARS), and/or other epidemics, pandemics, outbreaks of disease, viruses and/or public health issues. Specifically, COVID-19 has spread (and is currently spreading) rapidly around the world since its initial emergence in China in December 2019 and has severely negatively affected (and may continue to materially adversely affect) the global economy and equity markets (including, in particular, equity markets in Asia, Europe and the United States). Although the long-term effects or consequences of COVID-19 and/or other epidemics, pandemics and outbreaks of disease cannot currently be predicted, previous occurrences of other pandemics, epidemics and other outbreaks of disease, such as H5N1 flu, H1N1 flu, SARS and the Spanish flu, had a material adverse effect on the economies and markets of those countries and regions in which they were most prevalent. Any occurrence or recurrence (or continued spread) of an outbreak of any kind of epidemic, communicable disease or virus or major public health issue could cause a slowdown in the levels of economic activity generally (or cause the global economy to enter into a recession or depression), which would adversely affect the business, financial condition and operations of the Adviser. Should these or other major public health issues, including pandemics, arise or spread farther (or continue to spread or materially impact the day to day lives of persons around the globe), the Adviser could be adversely affected by more stringent travel restrictions, additional limitations on the Adviser's operations or business and/or governmental actions limiting the movement of people between regions and other activities or operations (or to otherwise stop the spread or continued spread of any disease or outbreak).

F. Voting Client Securities

We do not vote client proxies. You understand and agree that you retain the right to vote all proxies solicited for securities held in your managed accounts. The custodian of your managed accounts will mail you all proxy solicitations. Any proxy solicitations inadvertently received by us will be immediately forwarded to you for your evaluation and decision. However, if you have specific questions regarding an action being solicited by the proxy that you do not understand or you want clarification, you may contact us and we will explain the particulars. Keep in mind we will not advise you in a direction to vote; the ultimate decision on how you vote is your responsibility and left to you to decide.

ITEM 7: CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

Investment Adviser Representatives (“IAR”) of ShariaPortfolio will manage client portfolios. At the time of the client’s initial investment in the Program, the IAR will assist the clients in determining the client’s current financial situation, financial goals and objectives, and attitudes toward risk. This determination will allow the IAR to review the client’s situation and determine the appropriate selection of an appropriate portfolio. Account supervision is guided by the stated objects of the client.

ITEM 8: CLIENT CONTACT WITH PORTFOLIO MANAGERS

There are no restrictions placed on clients’ ability to contact and consult with their respective IAR.

ITEM 9: ADDITIONAL INFORMATION

ShariaPortfolio participates in the institutional advisor program (the “Program”) offered by Charles Schwab & Co., Inc., member FINRA/SIPC/ (“Schwab”), an unaffiliated SEC-registered broker-dealer and FINRA member. Charles Schwab & Co., Inc offers independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from Schwab through its participation in the Program.

As disclosed above, ShariaPortfolio participates in Schwab’s institutional customer program and ShariaPortfolio can recommend Schwab to clients for custody and brokerage services. There is no direct link between ShariaPortfolio’s participation in the program and the investment advice it gives to its clients, although ShariaPortfolio receives economic benefits through its participation in the program that are typically not available to Schwab retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving ShariaPortfolio participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts;

access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to ShariaPortfolio by third party vendors.

Schwab could also have paid for business consulting and professional services received by ShariaPortfolio's related persons. Some of the products and services made available by Schwab through the program can benefit ShariaPortfolio but at times, will not benefit its client accounts. These products or services can assist ShariaPortfolio in managing and administering client accounts, including accounts not maintained at Schwab. Other services made available by Schwab are intended to help ShariaPortfolio manage and further develop its business enterprise. The benefits received by ShariaPortfolio or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to Schwab. As part of its fiduciary duties to clients, ShariaPortfolio endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by ShariaPortfolio or its related persons in and of itself creates a potential conflict of interest and can indirectly influence ShariaPortfolio's choice of Schwab for custody and brokerage services.

B. Disciplinary History

Registered investment advisers such as ShariaPortfolio are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of ShariaPortfolio or the integrity of its management. ShariaPortfolio does not have any such legal or disciplinary events and thus has no information to disclose with respect to this Item.

C. Other Financial Industry Activities and Affiliations

In addition to serving as the Chief Executive Office of ShariaPortfolio, Naushad Virji also serves in the same capacity with Virji Investments, Inc., an investment advisor registered in the State of Florida. Mr. Virji's duties include providing operational oversight and conducting all investment activities on behalf of Virji Investments. The time Mr. Virji devotes to the activities of Virji Investments can vary up to 20% of his time depending on his fiduciary responsibilities and regulatory reporting time constraints as part of his administrative duties. Mr. Virji's responsibility to Virji Investments may occasionally create a time management conflict that you should consider. However, we do not feel Mr. Virji's responsibilities to Virji Investments will distract from his duty to manage your investment portfolio. Regardless, we strive to serve your best interest and maintain our fiduciary responsibility by making you aware of circumstances that could adversely affect the management of your account(s) in compliance with the Investment Advisers Act of 1940, Rule 275.206. Mr. Virji understands that he owes a fiduciary duty to clients and therefore must serve the interests of clients with a high standard of care and diligence in accordance with ShariaPortfolio's internal policies and procedures. Mr. Virji takes ShariaPortfolio's internal policies and procedures seriously. Mr. Aliredha Walji, ShariaPortfolio's Chief Compliance Officer, monitors Mr. Virji's personal trades in accordance with ShariaPortfolio's Code of Ethics.

D. Code of Ethics

As a fiduciary, the Firm has an affirmative duty to render continuous, unbiased investment advice, and at all times act in your best interest. To maintain this ethical responsibility, ShariaPortfolio has adopted a Code of Ethics that establishes the fundamental principles of conduct and professionalism expected by all personnel in discharging their duties. This Code is a value-laden guide committing such person to uphold the highest ethical standards, rooted in the most elementary maxim. Our Code of Ethics is designed to deter inappropriate behavior and heighten awareness as to what is right, fair, just and good by promoting:

- Honest and ethical conduct.
- Full, fair and accurate disclosure.
- Compliance with applicable rules and regulations.
- Reporting of any violation of the Code.
- Accountability.

To help you understand our ethical culture and standards, how we control sensitive information and what steps have been taken to prevent personnel from abusing their inside position, a copy of our Code of Ethics is available for review upon request.

E. Participation or Interest in Client Transactions and Personal Trading

We have a fiduciary duty to ensure that your welfare is not subordinated to any interests of ours or of our personnel. The following disclosures are internal guidelines we have adopted to assist us in protecting all of our clientele.

Participation or Interest

It is against our policies for any owners, officers, directors and employees to invest with you or with a group of clients, or to advise you or a group of clients to invest in a private business interest or other non-marketable investment unless prior approval has been granted by our Chief Compliance Officer, and such investment is not in violation of any SEC and/or State rules and regulations.

Insider Trading Policy

We comply with the Insider Trading and Securities Fraud Enforcement Act of 1988. We do not share any non-public information with anyone who does not need to know and have established internal controls to guard your personal information.

Class Action Policy

The Company **does not elect to participate** in class action lawsuits on your behalf. Such decisions shall remain with you or with an entity you designate. However, if you have specific questions you may

contact us and we will help explain the particulars. Keep in mind, any final determination of whether to participate, and the completion and tracking of any such related documentation, shall rest with you.

Personal Trading

Employees of ours are permitted to personally invest their own monies in securities, which may also be, from time to time, recommended to you. Most of the time, such investment purchases are independent of, and not connected in any way to, the investment decisions made on your behalf.

However, there may be instances where investment purchases for you may also be made in an employee's account. In these situations, we have implemented the following guidelines in order to ensure our fiduciary integrity:

1. No employee acting as an IAR or who has discretion over your account, shall buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment, unless the information is also available to the investing public on reasonable inquiry. No employee of ours shall prefer his or her own interest to that of yours or any other advisory client.
2. We maintain a list of all securities holdings for all our access employees. Mr. Walji reviews these holdings on a regular basis.
3. We require that all employees act in accordance with all applicable Federal and State regulations governing registered investment advisory practices.
4. Bunched orders may include employee accounts. In such cases, priority and advantage will be given to satisfy your order first regardless of the situation.
5. Any individual not in observance of the above may be subject to termination.

Personal trading activities are monitored by Mr. Walji to ensure that such activities do not impact upon your security or create conflicts of interest.

F. Review of Accounts

Periodic Reviews

While asset management accounts are monitored on an ongoing basis, ShariaPortfolio's team undertakes reviews of client accounts not less than annually. Accounts are reviewed for consistency with the investment strategy and other parameters set forth for the account and to determine if any adjustments need to be made.

Other Reviews and Triggering Factors

In addition to the periodic reviews described above, reviews may be triggered by changes in an account holder's personal, tax or financial status. Other events that may trigger a review of an account are material changes in market conditions as well as macroeconomic and company-specific events. Clients are encouraged to notify ShariaPortfolio and its advisory representatives of any changes in his/her

personal financial situation that might affect his/her investment needs, objectives, or time horizon.

Regular Reports

Written brokerage statements are generated no less than quarterly and are sent directly from the account custodian. These reports list the account positions, activity in the account over the covered period, and other related information. Clients are also sent confirmations following each brokerage account transaction unless confirmations have been waived. In addition to the regular statements clients receive from their custodian, ShariaPortfolio may on occasion send clients detailed reports concerning relevant account and/or market-related information as well as an inventory of account holdings and account performance, as agreed to with the client. Clients are urged to compare the statements received from ShariaPortfolio to those received from the account custodian.

G. Client Referrals and Other Compensation

ShariaPortfolio does not receive compensation for client referrals. In the future, ShariaPortfolio may enter into agreements with individuals and organizations, some of whom may be affiliated or unaffiliated with ShariaPortfolio, that refer clients to ShariaPortfolio. All such agreements will be in writing and comply with the requirements. If a client is introduced to ShariaPortfolio by a solicitor, ShariaPortfolio may pay that solicitor a fee in accordance with state securities law requirements. While the specific terms of each agreement may differ, generally, the compensation will be based upon ShariaPortfolio's engagement of new clients and the retention of those clients and is calculated using a varying percentage of the fees paid to ShariaPortfolio by such clients. Any such fee shall be paid solely from ShariaPortfolio's investment management fee and shall not result in any additional charge to the client.

Each prospective client who is referred to ShariaPortfolio under such an arrangement will receive a copy of ShariaPortfolio's firm brochure and a separate written disclosure document disclosing the nature of the relationship between the third-party solicitor and ShariaPortfolio and the amount of compensation that will be paid by ShariaPortfolio to the third party. The solicitor is required to obtain the client's signature acknowledging receipt of ShariaPortfolio's disclosure brochure and the solicitor's written disclosure statement.

H. Financial Information

ShariaPortfolio does not require or solicit prepayment of more than \$1200.00 in fees per client, six months or more in advance and therefore is not required to provide, and has not provided, a balance sheet. ShariaPortfolio has no other financial commitments that may impair our ability to meet our contractual obligations to our clients.

We are not aware of any other financial conditions that are likely to impair our ability to meet our contractual commitments to you.