



9530 BALTIMORE AVE Apt 136B

College Park, MD

Postal Code: 20740

<http://qienna.co>

ADV Part 2A Brochure date: March 1, 2016

If you have any questions about the contents of this Brochure, please contact us at info@qienna.co.

This brochure serves as a replacement to Part II of Form ADV Uniform Application for Investment Adviser Registration, which gives information about the investment adviser firm Qienna Wealth Management Inc. and its business for the prospective Clients. This information has not been approved or verified by any governmental authority. Registration of an investment adviser does not imply that the adviser possesses a certain level of skill or training.

Additional information about Qienna Wealth Management Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. CRD number (#283236).

Item 2 – Material Changes

Qienna Wealth Management Inc. (or simply Qienna) is a newly registered investment adviser with the Securities Exchange Commission (SEC). Therefore this Brochure is a new document and there are no material changes to be reported. In the future, this Item will discuss only specific material changes that are made to the Brochure.

In accordance with the SEC Rules, Clients will receive a summary of any materials changes to the Brochure, and any subsequent versions of the Brochure within 120 days of the close of Qienna's fiscal year, which is December 31. We may also provide updated disclosure information about material changes on a more frequent basis without charge. Currently, anyone may request the Brochure by contacting us at info@qienna.co or simply downloading it from <http://qienna.co>

Item 3 - Table of content.

Item 1 - Cover page	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Business.....	4
Legal concepts that apply to the advisory agreement	5
Item 5 – Fees and Compensation.....	7
Item 6 – Performance Based Fees and Side-by-Side Management	8
Item 7 – Types of Clients	9
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	10
Risk Considerations	10
Item 9 – Disciplinary Information.....	13
Item 10 - Other Financial Industry Activities and Affiliations	14
Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	15
Other Investment Accounts	15
Item 12 - Brokerage Practices	17
Item 13 - Review of Accounts.....	18
Item 14 – Client Referrals and Other Compensation	19
Item 15 – Custody	20
Item 16 - Investment Discretion.....	21
Item 17 - Voting Client Securities.....	22
Item 18 - Financial Information.....	23
Item 19 – Appendix 1: Portfolios construction	24

Item 4 – Advisory Business

Qienna Wealth Management Inc. (the “Investment Adviser” or simply “Qienna”) is a newly federal covered Investment advisory firm which was organized as a Delaware corporation in December 2015, and offers to its clients investment advisory services exclusively through its automated web-based platform using proprietary algorithms to identify personal needs, and advises about the optimal investments to be done, in order to satisfy those needs by using well known portfolio allocation models such as Modern Portfolio Theory (MTP) and Risk Parity Model. Qienna Wealth Management Inc. is primarily owned by its employees.

Qienna offers two different portfolio management options through its web platform:

- 1) Automated discretionary portfolio management.
- 2) Automated Non-discretionary portfolio advice.

1. Automated discretionary portfolio management:

Qienna begins by assessing a client’s risk profile through an online questionnaire via our website which gauges the client’s desire to maximize returns vs. their desire to minimize losses. Then Qienna automatically generates different model investment portfolios that fit our client’s needs explaining the implications regarding risk and return for each one. Our client chooses one of the model investment portfolios. Qienna allows clients to update their risk profiles, and this will effect a change in their portfolio composition as a client is transitioned to a different model portfolio based on the new risk profile.

In order to invest capital into the model investment portfolio chosen by our clients, Qienna will require our clients to open an investment account with one of the brokers/custodians we choose to work with. Under this option Qienna will have discretionary power over the account which will be used to transfer orders to the market in behalf of the client, in order to keep the portfolio balanced in all times, and to display important information about the account in the client’s Qienna dashboard.

2. Automated Non-discretionary portfolio advice:

As in the previous option, Qienna begins by assessing a client’s risk profile through the same online questionnaire. Then Qienna automatically generates different model investment portfolios that fit our client’s needs explaining the implications regarding risk and return for each one. Our client chooses one of the model investment portfolios. As before, Qienna allows clients to update their risk profiles, which will effect a change in their portfolio composition. Qienna will evaluate the client’s current investment portfolio, either by asking for extra information as an online questionnaire, or by automatically extracting information from an investment account when the client authorizes Qienna to do so.

The client will automatically receive detailed instructions about the investments and transactions necessary to rebalance and optimize his/her current investment portfolio. Qienna will provide advisory services through automated instructions and alerts, which if executed as advised by Qienna, are designed to create a portfolio that fits the risk profile of the client. These instructions and alerts will be delivered to the client by email and through the client's Qienna dashboard.

In both discretionary and non-discretionary investment management and advice services Qienna will ensure that the following conditions are met and maintained:

- Qienna will manage and offer advice on each client's account on the basis of the client's financial situation and investment objectives and any reasonable investment restrictions the client may impose;
- The client will update his/her profile in the Qienna website if there have been changes in the client's financial situation or investment objectives and whether the client wishes to impose investment restrictions or modify existing restrictions. Qienna will take into account client's requirements, and ensure that these changes are taken into account in the investment management/advice of the account, always giving the client the information and power to choose the portfolio that serves his/her needs better.
- Each client will receive a quarterly statement with a description of all account activity –if the client chooses to sign a discretionary power agreement with Qienna –; and,
- Each client will retain certain indicia of ownership of the securities and funds in the account, e.g., the ability to withdraw securities, among others –if the client chooses to sign a discretionary power agreement with Qienna –.

In both discretionary and non-discretionary investment management and advice services Qienna will primarily use ETFs in order to build model portfolios, but it will allow clients choose to include other investment vehicles whose allocations will be computed by the portfolio models used by Qienna. Qienna may impose restrictions to use this service discretionarily based on the financial situation of each client or risk profile.

Please contact Nicolas Galarza Ricci, Chief Compliance Officer, if you have any questions about this Brochure. Additional information about Qienna is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for Qienna Wealth Management Inc. is #283236.

Legal concepts that apply to the advisory agreement

Investment account assets shall consist of (i) all such cash and investments of the Client as the Client may place under the supervision of Qienna from time to time, plus (ii) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends and interest on investments, and all appreciation thereof and additions thereto, less depreciation thereof and withdrawals therefrom (the "Investment Account Assets").

If a discretionary power agreement over the client's account is signed: In its full and absolute discretion and without any obligation on its part to give prior notice to the Client, Qienna shall have sole, complete and full power and authority to invest and reinvest all of the Investment Account Assets in such securities as Qienna in its sole and absolute discretion shall consider to be in the best interest of the Client, always based on the instructions and information given by the client to Qienna through their website.

In connection therewith, Qienna shall have sole, complete and full power and authority to use to: (i) issue orders for the Managed Account to a broker or dealer; (ii) instruct the Custodian to exercise or abstain from exercising any option, privilege or right held in the Managed Account; (iii) monitor the correct collection of income on the Managed Account by the Custodian; and (iv) take any other action with respect to securities or other property in the Managed Account as needed to serve the best interest of the Client. Qienna shall further be free to make investment changes regardless of the resulting rate of portfolio turnover, when it, in its sole discretion, shall determine that such changes will promote the investment objective of the Managed Account.

Qienna reserves the right to advise Clients with respect to any other type of investment deemed appropriate based on the Client's stated goals and objectives. Qienna may also provide advice on any type of investment held in a Client's Investment Account Assets at the inception of the advisory relationship or with respect to any investment for which the Client requests advice.

Qienna does not guarantee any specific level of performance, the success of any investment decision or strategy that Qienna may use, or the success of Qienna's overall management of the Client. The Client understands that investment decisions made for the Client by Qienna are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Clients are responsible for notifying Qienna of any changes to their financial situation or investment objectives.

Item 5 – Fees and Compensation

Qienna's standard fee schedule is as follows, even though Qienna may offer a discount on the fees paid to some of its clients, based on their financial situation, or size of the account.

1. Automated discretionary portfolio management:

Qienna charges a monthly management fee of 0.125% of Assets under Management in the discretionary account plus a fixed fee of \$10 per month.

2. Automated Non-discretionary portfolio advice:

Qienna charges a fixed fee of \$199 per year charged yearly, for the automated advisory and alerts service. There may be a mark-up on that fixed fee if the client decides to be charged on a monthly or quarterly basis.

Qiennas's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to Qienna's fee, and Qienna does not receive any portion of these commissions, fees, and costs. Clients have the option to purchase investment products that Qienna recommends through other brokers or agents that are not affiliated with Qienna.

Item 12 further describes the factors that Qienna considers in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation (e.g., commissions).

Qienna's fees are computed and automatically debited monthly in advance and will be calculated based on the average daily net liquidation value of the client account assets during the prior month. The fee for the month in which assets were first deposited into the account will be based on the net liquidation value of the account on the day the assets were deposited in the account and prorated for the number of days the account was open during the month. If the account is terminated prior to the end of a month, the fee for that month will not be returned.

The management fee is a percentage of the value of the account, as it is defined in page 7, *Legal concepts that apply to the advisory agreement*.

Item 6 – Performance Based Fees and Side-by-Side Management

Qienna does not charge performance-based fees. Qienna does not advise hedge funds or provide advice to clients other than the strategies offered through its web-based platform.

Item 7 – Types of Clients

Qienna accepts individuals, High Net Worth individuals, trusts and other entities (subject to approval) who may not be US residents as clients for both of our management and advice service options. The minimum account size is \$2,500.00. Qienna reserves the right to terminate its services to a client if an account falls below the minimum, but may choose to, at its discretion, continue providing investment advice to the client. In addition, although Qienna may terminate services to a client, the custodian and/or broker chosen by the client may choose to continue its service to the client.

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

For its portfolio management services, Qienna begins with an allocation of ETFs, computed based on portfolio theory and models such as, but not limited to, Modern Portfolio Theory or Risk Parity Model, in order to build a theoretical optimal portfolio that will achieve clients' risk and return goals. Rebalance orders will be placed once the actual allocation deviates from the targeted allocation by more than 4%.

If Qienna has granted permissions to a client, and he/she decides to use our customized investment portfolio service, where the original allocation in ETFs is complemented with investment vehicles chosen by the client, Qienna's platform will use historical data from that instrument to compute risks and expected return, and it will use the same models mentioned before to create a new optimal model portfolio. Accounts under the discretionary management agreement will be rebalanced automatically after the client confirms the operation from Qienna's dashboard. Clients who signed the advice and alerts agreement, will start to receive instructions and alerts on how to rebalance their portfolio based on the new model portfolio.

Risk Considerations

Qienna cannot guarantee any level of performance or that any Client will avoid a loss of Account assets. Any investment in securities involves the possibility of financial loss that Clients should be prepared to bear.

When evaluating risk, financial loss may be viewed differently by each Client and may depend on many different risk items, each of which may affect the probability of adverse consequences and the magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective Client before retaining Qienna's services. These risks should be considered as possibilities, with additional regard to their actual probability of occurring and the effect on a Client if there is in fact an occurrence.

MARKET RISK: The price of any security or the value of an entire asset class can decline for a variety of reasons outside of Qienna's control, including, but not limited to, changes in the macroeconomic environment, unpredictable market sentiment, forecasted or unforeseen economic developments, interest rates, regulatory changes, and domestic or foreign political, demographic, or social events. If a Client has a high allocation in a particular asset class it may negatively affect overall performance to the extent that the asset class underperforms relative to other market assets. Conversely, a low allocation to a particular asset class that outperforms other asset classes in a particular period will cause that Client Account to underperform relative to the overall market.

ADVISORY RISK: There is no guarantee that Qienna's judgment or investment decisions about particular securities or asset classes will necessarily produce the intended results. Qienna's judgment may prove to be incorrect, and a Client might not achieve her investment objectives.

Qienna may also make future changes to the investing algorithms and advisory services that it provides. In addition, it is possible that Clients or Qienna itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Qienna's software based financial advisory service. Qienna and its representatives are not responsible to any Client for losses unless caused by Qienna breaching its fiduciary duty.

VOLATILITY AND CORRELATION RISK: Clients should be aware that Qienna's asset selection process is based in part on a careful evaluation of past price performance and volatility in order to evaluate future probabilities. However, it is possible that different or unrelated asset classes may exhibit similar price changes in similar directions which may adversely affect a Client, and may become more acute in times of market upheaval or high volatility. Past performance is no guarantee of future results, and any historical returns, expected returns, or probability projections may not reflect actual future performance.

LIQUIDITY AND VALUATION RISK: High volatility and/or the lack of deep and active liquid markets for a security may prevent a Client from selling her securities at all, or at an advantageous time or price because Qienna and the Client's Broker may have difficulty finding a buyer and may be forced to sell at a significant discount to market value. Some securities (including ETFs) that hold or trade financial instruments may be adversely affected by liquidity issues as they manage their portfolios. While Qienna values the securities held in Client Accounts based on reasonably available exchange-traded security data, Qienna may from time to time receive or use inaccurate data, which could adversely affect security valuations, transaction size for purchases or sales, and/or the resulting advisory fees paid by a Client to Qienna.

CREDIT RISK: Qienna cannot control and Clients are exposed to the risk that financial intermediaries or security issuers may experience adverse economic consequences that may include impaired credit ratings, default, bankruptcy or insolvency, any of which may affect portfolio values or management. This risk applies to assets on deposit with any Broker utilized by Client, notwithstanding asset segregation and insurance requirements that are beneficial to Broker clients generally. In addition, exchange trading venues or trade settlement and clearing intermediaries could experience adverse events that may temporarily or permanently limit trading or adversely affect the value of Client securities. Finally, any issuer of securities may experience a credit event that could impair or erase the value of the issuer's securities held by a Client. Qienna seeks to limit credit risk by generally adhering to the purchase of ETFs, which are subject to regulatory limits on asset segregation and leverage such that fund shareholders are given liquidation priority versus the fund issuer; however, certain funds and products may involve higher issuer credit risk because they are not structured as a registered fund.

LEGISLATIVE AND TAX RISK: Performance may directly or indirectly be affected by government legislation or regulation, which may include, but is not limited to: changes in investment advisor or securities trading regulation; change in the U.S. government's guarantee of ultimate payment of principal and interest on certain government securities; and changes in the tax code that could affect interest income, income characterization and/or tax reporting obligations (particularly for ETF

securities dealing in natural resources). Qienna does not engage in financial or tax planning, and in certain circumstances a Client may incur taxable income on her investments without a cash distribution to pay the tax due.

FOREIGN INVESTING AND EMERGING MARKETS RISK: Foreign investing involves risks not typically associated with U.S. investments, and the risks may be exacerbated further in emerging market countries. These risks may include, among others, adverse fluctuations in foreign currency values, as well as adverse political, social and economic developments affecting one or more foreign countries. In addition, foreign investing may involve less publicly available information and more volatile or less liquid securities markets, particularly in markets that trade a small number of securities, have unstable governments, or involve limited industry. Investments in foreign countries could be affected by factors not present in the U.S., such as restrictions on receiving the investment proceeds from a foreign country, foreign tax laws or tax withholding requirements, unique trade clearance or settlement procedures, and potential difficulties in enforcing contractual obligations or other legal rules that jeopardize shareholder protection. Foreign accounting may be less transparent than U.S. accounting practices and foreign regulation may be inadequate or irregular.

ETF RISK INCLUDING N.A.V. AND TRACKING ERROR: ETF performance may not exactly match the performance of the index or market benchmark that the ETF is designed to track because 1) the ETF will incur expenses and transaction costs not incurred by any applicable index or market benchmark; 2) certain securities comprising the index or market benchmark tracked by the ETF may, from time to time, temporarily be unavailable; and 3) supply and demand in the market for either the ETF and/or for the securities held by the ETF may cause the ETF shares to trade at a premium or discount to the actual net asset value of the securities owned by the ETF. Certain ETF strategies may from time to time include the purchase of fixed income, commodities, foreign securities, American Depositary Receipts, or other securities for which expenses and commission rates could be higher than normally charged for exchange-traded equity securities, and for which market quotations or valuation may be limited or inaccurate. An ETF typically includes embedded expenses that may reduce the fund's net asset value, and therefore directly affect the fund's performance and indirectly affect a Client's portfolio performance or an index benchmark comparison. Expenses of the fund may include investment advisor management fees, custodian fees, brokerage commissions, and legal and accounting fees. ETF expenses may change from time to time at the sole discretion of the ETF issuer. Qienna discloses each ETF's current information, including expenses, on the Site. ETF tracking error and expenses may vary.

INFLATION, CURRENCY, AND INTEREST RATE RISK: Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of an investor's future interest payments and principal. Inflation also generally leads to higher interest rates, which in turn may cause the value of many types of fixed income investments to decline. In addition, the relative value of the U.S. dollar-denominated assets primarily managed by Qienna may be affected by the risk that currency devaluations affect Client purchasing power.

Item 9 – Disciplinary Information

Neither Qienna Wealth Management Inc. nor any of its owners have been involved in any legal or disciplinary events. No disciplinary events have been recorded by any state or the SEC. No prospective Client has threatened Qienna or its owners with disciplinary activities

Item 10 - Other Financial Industry Activities and Affiliations

Qienna Wealth Management Inc. has no other financial industry activities or affiliations at this time.

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

Qienna has adopted a Code of Ethics (the “Code”) pursuant to Rule 204A-1 of the Investment Advisers Act and Rule 17j-1 of the Investment Company Act. Qienna’s Code sets forth standards of ethical and business conduct expected of access persons and addresses conflicts that may arise from personal trading by Qienna personnel to ensure that Qienna’s fiduciary obligations to its clients are met as well as compliance with federal securities laws. The Code includes a personal trading policy and policies and procedures to detect and prevent insider trading. Additionally, the Code defines material, nonpublic information and the restrictions on trading on any such knowledge. The Code also includes policies and procedures on serving as officers, trustees and/or directors of outside organizations and participating in outside business activities. Additionally, the Code sets forth specific restrictions and limitations as to which employees may make political contributions, as well as preclearance requirements for certain political contributions.

All Qienna personnel must acknowledge understanding and agree to comply with the Code initially upon employment and must certify on an annual basis that they have read and understand the code and have complied with it.

Conflicts of Interest Clients or investors should carefully consider the conflicts of interest described here as applicable.

Other Investment Accounts

The Client must understand that Qienna or any of its owners may take actions for their own accounts that differ from advice given to or action taken for the Client since the decision to take any position is based on the individual client’s goals and risk tolerance. Qienna is not obligated to buy, sell or recommend for the Client any security or other investment that Qienna or any of its owners may buy, sell or recommend for their own accounts. The Agreement does not limit or restrict in any way Qienna or any of its owners from buying, selling or trading in any securities or other investments for their own accounts.

Conflicts of interest may arise in the allocation of investment opportunities among accounts that Qienna advises. Qienna will seek to allocate investment opportunities believed appropriate for the Client’s account and other accounts advised by Qienna among such accounts equitably and in a manner consistent with the best interests of all accounts involved. But, there can be no assurance that a particular investment opportunity that comes to the attention of Qienna will be allocated in any particular manner.

Additionally, the Code requires access persons to submit transactions reports and initial and annual holding reports showing all transactions in which the person has, or by reason of such transaction acquires, any direct or indirect beneficial ownership in covered securities, with limited exceptions

for securities such as shares of mutual funds. This enables Qienna to determine with reasonable assurance any indications of front-running or other appearance of a conflict of interest.

Item 12 - Brokerage Practices

In determining the brokers and dealers through whom securities transactions for client accounts are to be executed, Qienna seeks to negotiate a combination of the most favorable commission and the best price obtainable on each transaction (generally defined as best execution). Consequently, Qienna selects brokers and dealers primarily on the basis of their execution, trading expertise and service capabilities. There may be occasions when the transaction costs charged by the broker/dealer may be greater than those which another broker/dealer may charge if Qienna determines, in good faith, that the amount of such transaction costs are reasonable in relation to the value of the brokerage and research services provided by the executing broker. The broker/dealer selected by Qienna does not make available to the adviser other products or services that benefit Qienna that may not directly benefit its clients' accounts. We do not direct clients to a particular brokerage firm in return for any products, research or other services. Qienna Wealth Management does not receive client referrals from any brokerage firm nor do we recommend a particular brokerage firm based on receiving such referrals. In addition we do not permit, recommend, request or require that our clients direct us to a specific brokerage firm to execute transactions.

To date Qienna uses the brokerage and custody services offered by Interactive Brokers for discretionary accounts. Interactive Brokers is a FINRA and SEC registered broker dealer.

Item 13 - Review of Accounts

Qienna monitors and reviews all the clients' accounts on a continuous basis using proprietary software and software offered by the broker/dealer to do so. The account review includes monitoring for account restrictions, consistency with investment objectives and strategy descriptions. Adjustments may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment. Clients receive quarterly accounts statements directly from the Custodian. Qienna urges clients to carefully review official custodial records.

Even though Qienna usually informs to its clients about the status of the accounts, market conditions, and other variables that can affect the client's investments in a monthly basis, the adviser must inform about this information at least quarterly, at the same time the statements are sent. Communication with clients will be thorough Qienna's dashboard and email, although sometimes Qienna may reach clients by phone.

Item 14 – Client Referrals and Other Compensation

Qienna does not receive compensation (sales awards or other prizes) from anyone who is not a client in return for providing investment advice to our clients.

Qienna expects from time to time to run promotional campaigns to attract Clients to use our services on the site. These promotions may include additional Account services or products offered on a limited basis to select Clients, more favorable fee arrangements, and/or reduced or waived advisory fees for Clients.

These arrangements may create an incentive for a third-party or other existing Client to refer prospective Clients to Qienna, even if the third-party would otherwise not make the referral. These arrangements may also create a conflict of interest for a Client to maintain a certain level of assets managed through Qienna if doing so would result in eligibility to receive an incentive, bonus or additional compensation.

Qienna may also pay pre-determined fees to third-parties for driving new users to Qienna, which may be in the form of so-called CPM, CPC or CPA arrangements (respectively, impressions, clicks or actions through other websites). Qienna engages solicitors whom it pays for Client referrals. Qienna discloses this practice in writing to the affected Clients and complies with the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940, as amended, to the extent required by applicable law.

Item 15 – Custody

If a client chooses to use our discretionary account management services, custody of the Client's assets will be maintained at the Broker/dealer selected by the client under the recommendation of Qienna. The Client agrees to inform Qienna immediately if it is dissatisfied with Qienna's decisions or actions, or if it dissatisfied with Broker/dealer's handling of the Investment Account. The Client authorizes Qienna to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Client.

Qienna shall at no time have custody or physical control of any of the Investment Account Assets and it is the responsibility of the Client to reach an agreement with the Custodian.

Qienna will not deduct any fee or charge directly from the client's account, but instead the client may choose to authorize to the custodian to do so on his/her behalf in order to pay for advisory fees.

Item 16 - Investment Discretion

As described in Item 4, clients of Qienna may choose between a discretionary management service or a non-discretionary advice and alerts service.

If the client decides to use the discretionary management service from Qienna he/she will grant, in writing, discretionary authority to Qienna at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. When selecting securities and determining amounts, Qienna observes the investment policies, limitations and restrictions specified on the investment plan selected by the client through Qienna's dashboard.

Item 17 - Voting Client Securities

The Client agrees that Qienna shall not have the authority or the responsibility to vote proxies on the Client's behalf for securities held in the Client's account. Qienna is authorized and directed to instruct the Custodian to forward promptly to the Client copies of all proxies and shareholder communications relating to securities held in the Client's account (other than materials relating to legal proceedings). The Client agrees that Qienna will not be responsible or liable for any proxies where it or the Custodian has not received such proxies or related shareholder communications on a timely basis. Qienna shall not be required to advise the Client or act for the Client in any legal proceedings, including bankruptcies or class actions, involving securities held in the Client's account.

Item 18 - Financial Information

Registered investment advisers are required in this Item to provide you with certain financial information or disclosures about their financial condition if they require prepayment of advisory fees of \$1200 or more per client, six months or more in advance. Since Qienna does not require any payment in advance that exceeds \$1200, this item is not applicable. Qienna Wealth Management Inc. has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

Page left intentionally blank