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Item 1 - This brochure provides information about the qualifications and business practices of GPS Financial, LLC. If you have any questions about the contents of this brochure, please contact us at (585) 598-9111 or by email at: brian@planwithgps.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about GPS Financial, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. GPS Financial, LLC's CRD number is: 290227.

GPS Financial, LLC

Firm Brochure ADV Part 2A

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

Version Date: 01/07/2020

Item 2: Material Changes

GPS Financial, LLC has the following material changes to report:

- Item 4E – Assets Under Management

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Item 4: Advisory Business

A. Description of the Advisory Firm

GPS Financial, LLC (hereinafter “GPS”) is a Limited Liability Company organized in the State of New York. The firm was formed in September 2017, and the principal owner is Brian Imrich.

B. Description of Advisory Services We Offer

GPS provides One Time & Ongoing Financial Planning Services and Ongoing Investment Management Services.

Financial Planning Services

Initial & One Time Financial Planning

At the onset of a client relationship, GPS provides comprehensive and standalone (focused) financial planning services delivered through a structured and systematic process. A flat minimum fee of \$2,400 is charged for full comprehensive planning and is based on the scope of work, time involved, complexity of the situation and previous relationships. The fee is generally not negotiable with a maximum of \$10,000. For Upon the completion of our work, additional or ongoing services provided by GPS are agreed to in a separate contract.

Should your situation not warrant the full breadth of our comprehensive planning process, it is possible to engage GPS in a more focused (limited scope) capacity. The services provided by GPS pursuant to this level of service are limited to the areas described in the Planning Agreement. This level of service is not a substitute for a full comprehensive plan. The minimum fee is \$250 and a maximum of \$5,000. Upon the completion of our work, additional or ongoing services provided by GPS are agreed to in a separate contract.

For appropriate client situations, where a client is at a cross road and looking for help making a specific decision(s), GPS is available to provide recommendations and guidance at an hourly rate of \$400. These fees are not negotiable and the final fee will be included in the summary. All fees are paid upon completion with the delivery of the written summary.

Recommendations may address the following topics/areas:

Household Cash Flow	Estate & Legacy
Upcoming Major Expenses	Workplace Retirement Plans
Upcoming Life Events	Retirement Planning
Distribution & Withdrawal Rates	Investment Risk & Return
Contribution & Savings Rates	Investment Product Review
Tax Planning	Investment Strategy Review
Debt Planning	Frequency of Rebalance/Reallocation
Risk & Insurance	Goal Planning (college funding etc..)

Implementation of our recommendations is at your sole discretion. In our recommendations, we may refer you to an accountant, attorney or other specialist as necessary for non-advisory related services we believe are appropriate.

Ongoing Financial Planning

Upon completion of your initial financial plan, you may continue to engage us in an ongoing financial planning relationship based on what areas of your plan needs updating and monitoring. Ongoing Financial Planning is separate from Ongoing Investment Management.

Ongoing Investment Management Services

GPS' main offering is our Ongoing Investment Services Agreement (financial planning-based retirement and investment management). We will meet on an ongoing basis (semi-annual or annual meetings) to review your goals, priorities, changes in your situation, general economic conditions and outlook, progress toward your goals. GPS creates an Investment Policy Statement for each client, which outlines the client's current situation (income, tax levels, and risk tolerance levels) and then constructs a plan to aid in the selection of a portfolio that matches each client's specific situation. Each client will have their own Ongoing Wealth Inspection document. These areas are the variables that impact the decisions of how your portfolio is invested and assists in the recommended changes year over year:

- | | |
|--|--|
| <input type="checkbox"/> Household Cash Flow | <input type="checkbox"/> Estate & Legacy |
| <input type="checkbox"/> Upcoming Major Expenses | <input type="checkbox"/> Workplace Retirement Plans |
| <input type="checkbox"/> Upcoming Life Events | <input type="checkbox"/> Proximity to Goal (i.e. Retirement) |
| <input type="checkbox"/> Distribution & Withdrawal Rates | <input type="checkbox"/> Investment Risk & Return |
| <input type="checkbox"/> Contribution & Savings Rates | <input type="checkbox"/> Investment Product Review |
| <input type="checkbox"/> Tax Planning | <input type="checkbox"/> Investment Strategy Review |
| <input type="checkbox"/> Debt Planning | <input type="checkbox"/> Frequency of Rebalance/Reallocation |
| <input type="checkbox"/> Risk & Insurance | <input type="checkbox"/> Other: _____ |

Should you experience any significant changes to your financial or personal circumstances between regular review meetings, we will need you to notify us so that we can consider such information in managing your investment portfolio.

In some instances, most commonly with New York State public school district employees, GPS may direct clients to a third-party platform provider. However, GPS does not utilize third party money managers for the management decisions of client accounts. The client may select that 3rd party platform provider and separately select GPS to manage all or a portion of the client's assets. GPS has existing relationships with FTJ FundChoice, Aspire Financial Services MTG, LLC dba Betterment Securities ("Betterment Securities").

GPS seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of GPS's economic, investment or other financial interests. To meet its fiduciary obligations, GPS attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, GPS's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is GPS's policy to allocate investment opportunities and transactions it



identifies as being appropriate and prudent among its clients on a fair and equitable basis over time.

Services Limited to Specific Types of Investments

GPS generally limits its investment advice to mutual funds, real estate funds, fixed insurance products including annuities, equities and ETFs, although GPS primarily recommends mutual funds and ETFs but may use other securities as well to help diversify a portfolio when applicable.

C. Client Tailored Services & Client Imposed Restrictions

GPS offers individualized investment advice to clients utilizing our Ongoing Investment Management service. We offer general investment advice to clients utilizing a third party platform. GPS may use model allocations together with a specific set of recommendations for each client based on their personal restrictions, needs, and targets. Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent GPS from properly servicing the client account, or if the restrictions would require GPS to deviate from its standard suite of services, GPS reserves the right to end the relationship.

D. Participation in Wrap Fee Programs

We do not participate in any wrap fee programs.

E. Assets Under Management

As of December 31, 2019 GPS had \$38,047,932 in discretionary assets and \$0 in non-discretionary accounts.

Item 5: Fees & Compensation

A. Financial Planning Services Fees

All Financial planning fees are paid via check or ACH (debit) from a bank or non-qualified investment account. Clients may terminate the agreement without penalty, for full refund of GPS's fees, within five business days of signing the Financial Planning Agreement. Thereafter, GPS or the client may terminate the Financial Planning Agreement generally upon written notice. In the instances where GPS is choosing to discontinue services, 30 days written notice will be provided to the client help provide an orderly transition. Client will be responsible for paying the prorated fee for work completed, but unpaid (if any) at the time termination becomes effective. GPS will refund all fees collected, but unearned within 14 business days of termination date.

Financial Planning Fees

Comprehensive financial planning services are delivered through a structured and systematic process referred to as The Wealth Navigation Process. The fee is based on the scope of work, time involved, complexity of the situation, previous relationships and is generally not negotiable with a minimum fixed fee of \$2,400 and a maximum of \$10,000. Upon the completion of our work, additional or ongoing services provided by GPS are agreed to in a separate contract. Initial financial planning fees are paid 50% in advance, but never more than six months in advance, with the remainder due upon presentation of the plan.

The minimum annual Ongoing Financial Planning fee is \$1,500, most typically \$1,800 and based on the scope, complexity and time needed for each client's situation. Ongoing planning fees may be paid annually, semiannually, or ACH debited, upon written agreement, in 12 equal installments but not further than 6 months in advance of work being done.

One Time fees are paid 50% in advance, but never more than six months in advance, with the remainder due upon presentation of the work. Hourly financial planning fees are paid 100% in arrears, upon completion of the agreed upon work.

B. Ongoing Investment Services Fees

Our primary goal is to help you plan, achieve and stay on course for the goals that are most important to you. These goals are often funded by the decisions we make as a team with respect to your money. Many different variables go into us being able to prudently steward and act as the fiduciary of your financial future. Clients pay for Ongoing Investment Services on a flat 1.35% percentage of assets. GPS will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Account. There is no minimum account size (but a minimum annual fee of \$250). Based on your needs, we will provide the following services and areas of review in order to provide the appropriate investment management recommendations:

- | | |
|--|---|
| <input type="checkbox"/> 1 Annual Meeting or Phone Call | <input type="checkbox"/> Review of Rebalance/Reallocations |
| <input type="checkbox"/> Investment Risk & Return Review | <input type="checkbox"/> Contribution & Savings Review |
| <input type="checkbox"/> Investment Product Review | <input type="checkbox"/> Distributions & Withdrawals Review |
| <input type="checkbox"/> Investment Strategy Review | <input type="checkbox"/> Workplace Retirement Plan Review |
| <input type="checkbox"/> Proximity to Goal Review | |

Example – Flat Asset Based Fee	
Example	Monthly Cost Example
\$100,000 Account with a flat 1.35% Fee	\$112.50

A full suite of financial planning services is included, at no additional charge, to clients with household assets exceeding \$300,000. Financial Planning advice may include, but is not limited to, additional meeting time, access to financial planning services such as assistance with cash flow, planning for major expenses, upcoming life events, post retirement planning,



strategic tax planning and estate planning document review. Clients with less than \$300,000 may access additional services offered by GPS through a separate fee and agreement.

Fees are paid monthly (every month is weighted an equal 1/12th billing factor) in advance and calculated using the sum value of assets in all accounts of the household on the last day of the prior month. Fees are negotiable and in some cases higher than the range listed above. Fees may not be paid from a different account. Upon inception of the agreement, or establishment of new account, a prorated interim billing can be debited based upon the proportional amount of time left in the month. Additions and withdrawals into previously established accounts of less than \$50,000 are not billed/refunded accordingly.

Although the Investment Services Agreement is an ongoing agreement the client or GPS may at any time terminate an Agreement by written notice to the other party. In the instances where GPS is choosing to discontinue services, 30 days written notice will be provided to the client to help provide an orderly transition. Upon termination of an agreement, for any unearned fees paid in advance, the fee refunded will be equal to the balance of the fees collected minus the proportional amount of time elapsed in the month. (days left in month divided by total days in month)

Current client relationships may exist where the fees are higher or lower than the fee schedule above.

C. Other Fees

Custodians may charge transaction fees on purchases or sales of certain mutual funds and exchange traded funds. Clients are responsible for the payment of these costs. These transaction charges are usually small and incidental to the purchase or sale of a security. GPS believes that the selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security. Mutual fund companies and ETF issuers charge their shareholders an investment management fee, or expense ratio, that is disclosed in the fund or ETF prospectus. For example, an expense rate of .25% means that the mutual fund or ETF charges .25% for their investment management services. These fees are in addition to the fees paid by you to GPS. GPS does not receive any compensation for management fees charged by a mutual fund/ETF provider.

D. Client Responsibility for Third Party Platform Fees

Clients are responsible for the payment of all third party platform fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.) according to the third party platform's fee schedule. This schedule will be presented and provided and those fees are separate and distinct from the fees and expenses charged by GPS. Please see Item 12 of this brochure regarding broker-dealer/custodian.

E. Outside Compensation for the Sale of Securities to Clients

Neither GPS nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds. In order to sell securities for a commission, we would need to have our associated persons registered with a broker-dealer. We have chosen not to do so.

Commissions are not a source of compensation for advisory services.

Item 6: Performance Based Fees & Side by Side Management

GPS does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

We have the following types of clients:

Individuals

High-Net-Worth Individuals

Our requirement for opening and maintaining accounts or otherwise engaging us:

There is no account minimum for any of GPS's services, but a recommended minimum of \$100,000 for individualized Investment Management. We may group certain related client accounts ("households") for the purposes of achieving the minimum account size requirements and determining the annualized fee.

Item 8: Methods of Analysis and Investment Strategies

A. Methods of Analysis

GPS is focused on capital preservation and risk management. We employ methods relating to behavioral economics and asset allocation strategies in order to build a portfolio that matches a client's investment objectives. GPS uses our goal based financial planning process to make investment recommendations for our clients.

GPS manages several discretionary portfolios for clients seeking to achieve their financial objectives. All of these portfolios are long term in nature and should not be viewed under a short-term lens. These portfolios include multiple versions of a core and tactical asset allocation which employs no commission class mutual funds and exchange traded funds.

B. Material Risks Involved

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear. Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear. While the stock market may increase and your account(s) could enjoy a gain, it is also possible that the stock market may decrease and your account(s) could suffer a loss.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions, administrative proceedings or self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities & Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither GPS nor its representatives are registered as, or have pending applications to become, a broker/dealer or a representative of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither GPS nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Brian Joseph Imrich is an independent licensed insurance agent, and from time to time, will offer clients advice or products from those activities. Clients should be aware that these services pay a commission or other compensation and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment adviser. GPS always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to utilize the services of any representative of GPS in connection with such individual's activities outside of GPS.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

GPS may direct clients to third-party platform providers. GPS has existing relationships with FTJ FundChoice, Aspire Financial Services and MTG, LLC dba Betterment Securities (“Betterment Securities”). However, GPS does not utilize third party money managers for client accounts. Clients will pay GPS its standard fee in addition to third-party platform provider’s standard fee. GPS does not receive any compensation from the third-party platform as a result of this recommendation. This relationship will be memorialized in each contract between GPS and each third-party platform being utilized. The fees will not exceed any limit imposed by any regulatory agency. GPS will always act in the best interests of the client, including when determining which third-party platform providers to recommend to clients. GPS will ensure that all recommended platforms are licensed or notice filed in the states in which GPS is recommending them to clients.

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

A. Code of Ethics

GPS has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions.

GPS's Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

GPS does not recommend that clients buy or sell any security in which a related person to GPS or GPS has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of GPS may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of GPS to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. GPS will always document any transactions that could be construed as conflicts of interest and will never engage in trading that operates to the client’s disadvantage when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients’ Securities

Due to the relative size and liquidity of the investments used by GPS, the timing of trades in client accounts vs. personal accounts is a non-issue. However, from time to time,

representatives of GPS may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of GPS to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest; however, GPS will never engage in trading that operates to the client's disadvantage if representatives of GPS buy or sell securities at or around the same time as clients.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

The custodian, TD Ameritrade Institutional, was chosen based on their relatively low transaction fees, customer service, transparency and access to a broad selection of investment options. TD Ameritrade may charge their own trade fees related to transactions. The client may incur account maintenance and/or money movement charges directly from TD Ameritrade. GPS will never charge a premium or commission on transactions, beyond the actual cost imposed by the TD Ameritrade.

GPS will require clients to use TD Ameritrade Institutional, a division of TD Ameritrade, Inc. Member FINRA/SIPC or MTG, LLC dba Betterment Securities ("Betterment Securities"), a registered broker-dealer and member of SIPC. TD Ameritrade and Betterment Securities are independent and unaffiliated SEC-registered broker-dealers.

For our clients' accounts that Betterment Securities maintains, Betterment Securities does not charge you separately for custody/brokerage services, but is compensated as part of the Betterment for Advisors (defined below) platform fee, which is charged for a suite of platform services, including custody, brokerage, and sub-advisory services provided by Betterment and access to the Betterment for Advisors platform. The platform fee is an asset-based fee charged as a percentage of assets in your Betterment account. Clients utilizing the Betterment for Advisors platform may pay a higher aggregate fee than if the investment management, brokerage and other platform services are purchased separately. Nonetheless, for those Clients participating in the Betterment for Advisors platform, we have determined that having Betterment Securities execute trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "Factors Used to Select...").

1. Research and Other Soft-Dollar Benefits

While GPS has no formal soft dollars program in which soft dollars are used to pay for third party services, GPS may receive research, products, or other services from custodians and broker-dealers in connection with client securities transactions ("soft dollar benefits"). GPS may enter into soft-dollar arrangements consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended. There can be no assurance that any particular client will benefit from soft dollar research, whether or not the client's transactions paid for it, and GPS does not seek to allocate benefits to client accounts

proportionate to any soft dollar credits generated by the accounts. GPS benefits by not having to produce or pay for the research, products or services, and GPS will have an incentive to recommend a broker-dealer based on receiving research or services. Clients should be aware that GPS's acceptance of soft dollar benefits may result in higher commissions charged to the client.

SERVICES AVAILABLE TO US VIA BETTERMENT FOR ADVISORS

Betterment Securities serves as broker-dealer to Betterment for Advisors, an investment and advice platform serving independent investment advisory firms like us ("Betterment for Advisors"). Betterment for Advisors also makes available various support services which may not be available to Betterment's retail customers. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Betterment for Advisors' support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Betterment for Advisors' support services:

1. SERVICES THAT BENEFIT YOU. Betterment for Advisors includes access to a globally diversified, low-cost portfolio of ETFs, execution of securities transactions, and custody of client assets through Betterment Securities. In addition, a series of model portfolios created by third-party providers are also available on the platform. Betterment Securities' services described in this paragraph generally benefit you and your account.

2. SERVICES THAT MAY NOT DIRECTLY BENEFIT YOU. Betterment for Advisors also makes available to us other products and services that benefit us, but may not directly benefit you or your

account. These products and services assist us in managing and administering our clients' accounts, such as software and technology that may:

- Assist with back-office functions, recordkeeping, and client reporting of our clients' accounts.
- Provide access to client account data (such as duplicate trade confirmations and account statements).
- Provide pricing and other market data.

3. SERVICES THAT GENERALLY BENEFIT ONLY US. By using Betterment for Advisors, we [[will][may]be][are] offered other services intended to help us manage and further develop our business enterprise. These services include:

- Consulting (including through webinars) on technology and business needs.
- Access to publications and conferences on practice management and business succession.]

2. Brokerage for Client Referrals

GPS receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

GPS will require clients to use a specific broker-dealer to execute transactions. Not all advisers require clients to use a particular broker-dealer.

B. Aggregating (Block) Trading for Multiple Client Accounts

GPS maintains the ability to block trade across accounts (aggregate or bunch the securities) to be purchased or sold for multiple clients. Since TD Ameritrade does not discount client trade fees from block trading, the decision to block trade (or not) has no impact on the fees paid by clients.

Item 13: Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Investment Services client accounts are monitored at least annually by Brian J Imrich, with assistance of various software programs. Accounts are monitored with regard to clients' respective investment policies and risk tolerance levels. All accounts at GPS are assigned to this reviewer.

Initial financial plans are reviewed upon creation and plan delivery by Brian J Imrich, Owner. After the presentation of the plan, there are no further reports. Only clients engaged in an ongoing relationship will be provided updates and access to ongoing planning services.

One time "focused" financial plans and hourly work is reviewed upon creation and delivery by Brian J. Imrich, Owner. After the presentation of the summary, there are no further reports.

Ongoing Financial Planning work is reviewed upon creation and delivery by Brian J. Imrich, Owner.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Investment account reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to initial financial plans, after the presentation of the plan, there are no further reports. Only clients engaged in an ongoing relationship will be provided updates and access to ongoing planning services.

With respect to ongoing financial planning, outside of an annual review, clients should contact GPS right away with any material changes in their goals, objectives or financial health status.

C. Content and Frequency of Regular Reports Provided to Clients

Each client of GPS's will receive at least monthly, from the custodian (TD Ameritrade), a written or electronic report that details the client's account including assets held and asset value from the custodian. In addition, upon request, GPS will send performance reports on a frequency determined by the relationship with each client (typically semi annually) . These reports are designed to clearly illustrated he long term performance of client accounts.

Each client, whether for one time services or ongoing will receive all recommendations in writing either upon completion of work or upon written/verbal request.

Item 14: Client Referrals & Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

GPS participates in the institutional advisor program (the "Program") offered by TD Ameritrade. TD Ameritrade offers to independent investment advisor services which include custody of securities, trade execution, clearance and settlement of transactions. GPS receives some benefits from TD Ameritrade through its participation in the Program.

As disclosed above, GPS participates in TD Ameritrade's institutional advisor program and GPS may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between GPS's participation in the Program and the investment advice it gives to its clients, although GPS receives economic benefits through its participation in the Program that are typically not available to TD Ameritrade 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 GPS 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 GPS's 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 GPS by third party vendors. TD Ameritrade may also pay for business consulting and professional services received by GPS's related persons. Some of the products and services made available by TD Ameritrade through the Program may benefit GPS but may not benefit its client accounts. These products or services may assist GPS in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help GPS manage and further develop its business enterprise. The benefits received by GPS or its personnel through

participation in the Program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, GPS endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by GPS or its related persons in and of itself creates a conflict of interest and may indirectly influence the GPS's choice of TD Ameritrade for custody and brokerage services.

The availability of these services from Betterment for Advisors benefits us because we do not have to produce or purchase them. In addition, we do not have to pay for Betterment Securities' services. [These services may be contingent upon us committing a certain amount of business to Betterment Securities in assets in custody.] We may have an incentive to recommend that you maintain your account with Betterment Securities, based on our interest in receiving Betterment for Advisors and Betterment Securities' services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a potential conflict of interest. We believe, however, that our selection of Betterment Securities as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Betterment Securities' services (see "How we select brokers/custodians") and not Betterment for Advisors and Betterment Securities' services that benefit only us or that may not directly benefit you.

We receive a non-economic benefit from Betterment for Advisors and Betterment Securities in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Betterment Securities. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices). The availability to us of Betterment for Advisors' and Betterment Securities' products and services is not based on us giving particular investment advice, such as buying particular securities for our clients.

B. Compensation to Non – Advisory Personnel for Client Referrals

GPS does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

GPS, with each client written authority, has limited custody of client's assets through direct fee deduction of GPS fees only. Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

We encourage our clients to raise any questions with us about the custody, safety or security of their assets. The custodians we do business with will send you independent account statements listing your account balance(s), transaction history and any fee debits or other fees taken out of your account.

Item 16: Investment Discretion

For those client accounts where GPS provides ongoing supervision, the client has given GPS written discretionary authority over the client's accounts with respect to securities to be bought or sold and the amount of securities to be bought or sold. The agreement established with each client sets forth the discretionary authority for trading. In some instances, GPS's discretionary authority in making these determinations may be limited by conditions imposed by a client (in investment guidelines or objectives, or client instructions otherwise provided to GPS).

Item 17: Voting Client Securities (Proxy Voting)

GPS will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18: Financial Information

We are not required to provide financial information in this Brochure because:

- We do not require the prepayment of more than \$1,200 in fees and six or more months in advance.
- We do not have a financial condition or commitment that impairs our ability to meet contractual and fiduciary obligations to clients.
- We have never been the subject of a bankruptcy proceeding.