

Item 1 – Cover Page

CyberCompass LLC
dba FAPA Financial Services
2470 W. Horizon Ridge Pkwy. #120
Henderson, NV 89052
(800) 538-5627
www.fapafinancial.com

ADV Part 2A

March 2020

This Brochure provides information about the qualifications and business practices of CyberCompass LLC dba FAPA Financial Services (“FAPA”, “us”, “we”, “our”). If you (“client”, “your”) have any questions about the contents of this brochure, please contact us at (404) 769-6144. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority. FAPA’s IARD firm number is 170654.

We are a registered investment adviser. Our registration as an investment adviser does not imply any level of skill or training. Additional information about FAPA is also available on the SEC’s website at www.adviserinfo.sec.gov (click on the link, select “investment adviser firm” and type in our firm name). The results will provide you with both Parts 1 and 2 of our Form ADV.

Item 2 – Material Changes

This is FAPA's "amended" filing of its Form ADV Part 2 or "Disclosure Brochure" dated March 2020.

Pursuant to amendments made to rules promulgated under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and the form formerly known as Form ADV Part II. This Disclosure Brochure was developed in response to new requirements adopted and imposed by the SEC under the Advisers Act.

For future filings, this section of the Disclosure Brochure will address only those "material changes" that have been incorporated since our last delivery or posting of this Disclosure Brochure on the SEC's public disclosure website (IAPD) at www.adviserinfo.sec.gov.

When an update is made to this Disclosure Brochure we will send you a copy including a summary of material changes, or a summary of material changes that includes an offer to send you a copy [either by electronic means (email) or in hard copy form]. You may contact Thomas W. Smith, Vice President at (404) 769-6144 or via email at tom.smith@fapa.aero.

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Item 4 – Advisory Business

CyberCompass LLC dba FAPA Financial Services is a limited liability company organized under the laws of the State of Nevada on January 17, 2014 and is a wholly owned subsidiary of CyberCompass Corporation which is 28.63% owned by W. Louis Smith. We have filed our application to register as an investment adviser with the U.S. Securities and Exchange Commission and notice file with the States of Arizona, California, Colorado, Florida, Georgia, Illinois, Massachusetts, Minnesota, Nevada, New York, North Carolina, Ohio, Pennsylvania, Texas and Washington, in order to provide the investment advisory products and services described within this document. This is an amendment to our initial filing.

This Disclosure Brochure provides you with information regarding our qualifications, business practices, and the nature of advisory services that should be considered before becoming our advisory client. Please contact Thomas W. Smith, Vice President, if you have any questions about this Disclosure Brochure.

Individuals associated with FAPA are individually qualified by our management team and will provide investment advisory services on our behalf. Such individuals are known as Investment Advisor Representatives (“IARs”). We require these individuals to be properly licensed and registered, unless exempted, in states in which such individuals are conducting investment advisory business.

Investment Advisory Services

We hold ourselves to a fiduciary standard, which means our firm and its associates will act in the utmost good faith and perform in a manner believed to be in the best interest of our clients. As investment advisors, we are required to put the clients’ interests ahead of their own and to disclose any conflicts of interest. We will use our best judgment and good faith effort in rendering our services.

Fee Based Financial Planning Services:

Our business activities involve both furnishing investment advice through consultations that include ongoing supervision or management of an investment account and financial planning. This is an annual fee service for clients that are looking for various types of financial analysis. This could include cash flow projections, education analysis or insurance analysis.

While we offer many different services, we recognize that some services that are crucial to one client’s Plan may not be necessary to another client’s Plan. After having a discussion with you regarding your needs and objectives, a decision is made regarding

which services you require of us. Some of those services may include, but are not limited to:

- Retirement planning
- Education planning
- Major purchases
- Long-term care needs
- Risk management
- Estate planning

Any estate plan analysis should not be considered tax or legal advice and you are urged to consult your tax and legal consultants about the tax and legal consequences of any specific estate planning strategy.

The Plan will be based on the information you supply to us during our initial fact gathering process. In preparing a Plan for you, we rely on the accuracy and completeness of the information you provide in the financial planning questionnaire and otherwise, without independent verification. We are not responsible for any inadequacies or errors contained in the Plan resulting from failure to provide us with accurate or complete information. We will explain to you our findings and recommendations.

Please note that the services we provide do not include the implementation of our recommendations or monitoring the actions that you have taken. While we will assist where possible, it is up to you to implement the Plan we compile for you. At your request, and pursuant to a separate arrangement, we will assist you in implementing the Plan and monitoring the investments made and related actions taken.

In some cases, we may refer you to other independent professionals, such as attorneys or accountants. We will work and communicate with such outside professionals, only with your written authorization.

You must sign a Financial Planning Agreement (the “Agreement”) prior to beginning with the financial planning process. The Agreement explains that we will prepare and deliver a financial plan or provide financial planning services. The financial planning relationship will commence with your signature on the Agreement. Absent any subscription or asset management fees, the financial planning relationship will end upon the delivery of the financial plan to you, or 90 days after the start of the financial planning relationship, whichever is earlier. A new engagement letter will need to be signed by you in order for the process to continue if the financial planning relationship ends because 90 days elapsed and the Plan has not been delivered to you.

Selection of Other Advisers:

We occasionally refer a client to another, affiliated registered investment adviser based on client's needs, investment objectives, risk tolerance, net worth, net income and other various suitability factors, as set forth on the client questionnaire completed and delivered to us by client (the "Investment Profile"). Sub-advisors will be selected with respect to several criteria. These criteria will include, but are not limited to the following.

- Sub-advisor must be a Dimensional Fund Advisors approved advisor
- Sub-advisor investment philosophy must be consistent with our investment philosophy
- Sub-advisor must have adequate capacity to take on new clients
- Sub-advisor AUM and resulting ticket charge pricing must be consistent with other sub-advisors
- Sub-advisor Custodial relationship
- Sub-advisor compliance history
- Sub-advisor financial strength

The sub-advisor selection decision is made by the client and not by us. We will provide non-discretionary advisory services including portfolio reviews and recommendations with respect to various third-party investment advisers (each a Sub-advisor and collectively, the Sub-advisors). We will provide ongoing monitoring of each Sub-advisor in order for us to evaluate such Sub-advisor's adherence to its stated investment management philosophy and policies, and its performance of investment management services provided with respect to the client's account. We will not have discretionary authority to terminate your sub-advisor relationship(s).

We also manage client assets. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal investment policy and create and manage a portfolio based on that policy. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs. We will receive a percentage of the fee that is charged to you by the sub-advisor. The percentage fee that we share with the sub-advisor will be determined by negotiations with FAPA and the sub-advisor. We will monitor the performance of the sub-advisor and provide recommendations to the client regarding retention or termination of the sub-advisor relationship(s). You should carefully review the ADV Part 2A brochure of any registered investment adviser you consider in order to understand their services, business practices, and fees.

Financial Services Subscription Services:

For early career airline pilots, we will offer a web based subscription service that will

consist of educational based content. Pricing for the subscription service will be based on the cost of the personal planning tool. In exchange for the agreed upon fee, we will provide the chosen non-discretionary investment advisory services, identified below, to client through our website (with www.fapafinancial.com ("the Website")), subsequent advisor contact and website links in accordance with this Investment Adviser Agreement.

A. Goal Based Financial Planning & Non-Discretionary Investment Advice

This service is designed to assist the client to gain an understanding on the probability of achieving their financial goals and the savings required to achieve those goals. For this service level, we will:

- i. Obtain an understanding of the client's financial situation;
- ii. Provide a future earnings estimate based on the client's airline and career path;
- iii. Analyze potential future spending requirements;
- iv. Discuss and explain client specific risk tolerances and demonstrate possible future portfolio values based on hypothetical returns and a Monte Carlo analysis;
- v. Provide investment advice and portfolio allocations for the client to implement in their investment or retirement accounts; and
- vi. Provide an annually in-person review meeting and up to two online meetings per year to help the client rebalance client's investment portfolios, as necessary.

B. 401(k) Asset Allocation Review

This service is designed for client's who want help understanding the investment options within their company 401(k) portfolio and selecting the investments for their investment portfolio. This service provides clients online access to:

- i. Compensation Calculator;
- ii. Risk profile questionnaire;
- iii. Risk based asset allocations;
- iv. Airline 401(k) mutual fund list;
- v. Live and recorded educational financial webinars;
- vi. An annual online meeting with our financial advisor to help rebalance client's 401(k) portfolio; and
- vii. Email access to our financial advisor.

C. Financial Education Subscription

We will provide an educational subscription service, designed for client to offer basic self-help guidance on allocating assets in client investment portfolios. The subscription offers access to:

- i. Compensation Calculator;
- ii. Risk profile questionnaire;

- iii. Risk based asset allocations;
- iv. Airline 401(k) mutual fund list; and
- v. Live and recorded educational financial webinars.

D. Hourly Consulting

We will provide ad-hoc investment counselling or consulting services to client as requested.

It is client's responsibility to provide us with a current and up-to-date selection from the available choices and client's current investment profile. Client alone will be responsible for making the changes that we recommend, and client will have the sole responsibility for determining whether to implement any recommendations. Client acknowledges that certain funds may have trading restrictions or redemption fees, and that it is client's responsibility to understand those restrictions prior to making any trade. We encourage clients to notify us if client needs a replacement recommendation due to restrictions of a particular fund. Client acknowledges that we cannot guarantee against loss in client's account, even if client has a conservative profile. Client acknowledges that investing has risk and that previous performance is not indicative of future results.

Wrap Fee Programs:

We do not participate in wrap fee programs.

Item 5 – Fees and Compensation

Fee Based Financial Planning Services:

Financial planning services will be charged on an hourly basis or as a flat, negotiated amount. Hourly fees are subject to a two (2) hour minimum. The standard rate is \$200 per hour.

If paying hourly, the initial payment for the first two (2) hours is due at the time this Agreement is signed. If paying a flat fee, a minimum payment equal to half the total fee is due at the time this Agreement is signed. The payment for any additional hours (if applicable) or the remaining half of the flat fee is due at the time the written financial plan is delivered to the client.

This Agreement may be terminated by either party at any time without penalty upon written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration which shall survive any expiration or termination of the Agreement.

If client terminates this Agreement within five (5) business days of its signing, client shall receive a full refund of all fees and expenses. If this Agreement is terminated after five (5) business days of its signing, any unearned, prepaid fees shall be prorated and the unused portion shall be returned to client. Client shall pay any earned but unpaid fees upon termination of this Agreement.

Selection of Other Advisers:

All Sub-advisors will be Dimensional Fund Advisor approved advisors. The client's account will be charged a fee based on the market value and type of securities held in the account (the "Asset-Based Fee"). Our fee will represent 30% of the Sub- advisor's fee identified on the client's Advisory Agreement with the Sub-advisor. The Asset-Based Fee is charged according to the Sub-advisor's Advisory Agreement and their fee schedule.

The Account Fee generally includes all fees for the asset allocation, portfolio management, execution, clearing, settlement, safekeeping and reporting services provided by FAPA and/or the Sub-advisor in connection with the account. The Account Fee does not include commission charges for transactions effected through broker-dealers, markups/mark-downs on principal transactions with unaffiliated broker-dealers, costs relating to trading in foreign securities, charges imposed by law, specialized charges such as transfer taxes, exchange and SEC fees, or charges for specific account services such as account transfer fees and wire transfer fees. Such charges will be an

additional expense to the client's account. Please reference the Sub-advisor's Advisory Agreement for specific Account Fees and Expenses applicable to the client's account.

It is our policy to avoid investing in funds that contain 12b-1 fees. Assets transferred into the Account containing such funds may charge marketing and distribution (Rule 12b-1) fees, mutual fund management fees, early termination fees and other fees and expenses which may be assessed by the fund sponsor, custodian, transfer agent, adviser, shareholder service provider or other service providers. Such fees are not included in, and are payable by the client in addition to, the Account Fee. Further information regarding charges and fees assessed may be found in the applicable fund's prospectus, annual report and/or custodial agreement. Client may purchase shares of the mutual funds in which assets in the account may be invested other than through the account, without receiving investment management services from us or a Sub-advisor.

Upon written consent, client authorizes us or Sub-advisor to deduct the Account Fee, when due, from the assets in the account and to pay the Account Fee to us and Sub-advisor, in accordance with the custodian's policies, practices and procedures and the Sub-advisor's Advisory Agreement.

Clients should understand that the same or similar services provided pursuant to a FAPA/sub-advisor agreement may be available from other institutions for a fee which may be lesser or greater than that charged pursuant to such agreement.

Client agreements may be terminated at any time by either party's giving to the other written notice of such termination. As applicable, fees paid in advance will be prorated to the date of termination specified in the notice of termination, and any unearned portion thereof will be refunded to client.

Subscription Services:

Upon developing a comprehensive financial plan, client will be charged a monthly fee of \$78 to enroll and receive the services listed below. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, we develop a client's personal profile. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs.

- A. For Pilots, access to our unique Career Earnings Model for projecting lifetime earnings and retirement plan accumulations.
- B. Online response to financial questions as needed.
- C. Access to financial calculators for budgeting, life insurance needs analysis, college funding planning, net worth calculator and social security maximization analysis.

Clients will receive discounted pricing for the following services:

- A. A Goal Based Financial Plan using award winning MoneyGuidePro planning software, rated the best in the planning industry, for a fee of \$1,100.
- B. The 401(k) Asset Allocation Review service will be billed quarterly at the rate of \$150 per quarter.
- C. Hourly consulting for complex financial issues charged at the rate of \$200 per hour.

Client subscription will automatically renew unless you notify us that you wish to cancel. Client can cancel at any time by sending an email to tom.smith@fapa.aero. Include your name and email address, and notify us that you wish to cancel this service. If client is paying quarterly, client will not be charged for any subsequent periods after the quarter of cancellation. If client is paying monthly, client will not be charged for any subsequent periods after the month of cancellation. Enrolment fee is non-refundable unless client cancels within five (5) days. Client agrees to pay all amounts due upon demand and to update the client's billing information if it changes, including address, billing address, bank, credit card or credit card expiration. Failure to pay will be grounds for subscription termination and collection of unpaid dues and payment of reasonable legal and collection costs.

The Subscription Services Agreement may be terminated by either party at any time without penalty upon written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under the agreement prior to such termination, including the provisions regarding arbitration which shall survive any expiration or termination of the agreement.

If client terminates the Subscription Services Agreement within five (5) business days of its signing, client shall receive a full refund of all fees and expenses. If the agreement is terminated after five (5) business days of its signing, any unearned, prepaid fees shall be prorated and the unused portion shall be returned to client. Client shall pay any earned but unpaid fees upon termination of the agreement.

Portfolio Management Fees

Our annual fees for Portfolio Management Services are based upon a percentage of assets under management and generally range from 0.35% to 1.0%.

The annualized fee for Portfolio Management Services is charged as a percentage of

assets under management, according to the following schedule:

Assets Under Management	Fee Per Annum	Per Quarter
First \$250,000	1.00%	0.25%
Next \$250,000	0.90%	0.225%
Next \$500,000	0.80%	0.20%
Next \$541,666	0.60%	0.15%
Any amount above \$1,541,666 is capped at \$12,000 per year		

A minimum of \$250,000 of assets under management is required in most cases for this service and the minimum quarterly fee is \$625.00. A comprehensive financial plan will be included in this fee. This account size may be negotiable under certain circumstances. We retain the discretion to negotiate alternative fees on a client-by-client basis. FAPA Financial Services may group certain related client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

Limited Negotiability of Advisory Fees: Although FAPA Financial Services has established the aforementioned fee schedule(s), we retain the discretion to negotiate alternative fees on a client-by-client basis. Client facts, circumstances and needs are considered in determining the fee schedule. These include the complexity of the client, assets to be placed under management, anticipated future additional assets; related accounts; portfolio style, account composition, reports, among other factors. The specific annual fee schedule is identified in the contract between the adviser and each client.

Clients who have previously engaged FAPA.aero and who have demonstrated loyalty to FAPA.aero through certain membership levels, will be eligible for discounts, as will family members and friends of associated persons of our firm.

We will deliver the Form ADV Part 2 to you before or at the time we enter into an investment advisory contract with you.

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

We do not charge performance based fees (i.e., advisory fees based on a share of the capital gains on or capital appreciation of the assets of a client). Our compensation structure is disclosed in detail in Item 5 above.

Item 7 – Types of Clients

We provide investment advisory services primarily to individuals including high net worth individuals specifically retired or retiring pilots from major airlines with combined household asset balances greater than \$1,000,000, mid-career airline pilots with combined household assets greater than \$500,000 and early career airline pilots.

We do not always require a minimum account size for opening or maintaining an account. However, third-party investment advisers may impose a minimum account size for opening or maintaining an account.

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

Our investment philosophy is designed for long-term growth of client assets. We will not participate in any short term trading strategies. We will use Dimensional Fund Advisors family of funds when appropriate for the client. This family of mutual funds reinforces our philosophy of using low cost investments.

METHODS OF ANALYSIS: We use the following methods of analysis in formulating our investment advice and/or managing client assets: In conducting the analysis of securities, the firm uses a number of tools and resources including commercially available software technology, securities rating services, general market and financial information, due diligence reviews and specific investment analysis requested by the client. The principal sources of information include major financial publications and resource tools, security analysis and benchmarking software, prospectuses, and various financial and business resources including filings with the Securities and Exchange Commission. We may also use outside consultants in certain circumstances to provide expertise as to particular areas of information or analysis.

INVESTMENT STRATEGIES: Our investment strategy and guidance is primarily based on long-term portfolio strategies that incorporate the principles of modern portfolio theory. Our investment approach is firmly rooted in the belief that markets are “efficient”, and that investors’ returns are determined principally by asset allocation decisions. We develop diversified portfolios, primarily through the use of passive, asset class mutual funds (both open end funds and exchange traded funds) that are available generally to institutional investors and clients of a network of carefully selected advisors and separate account managers who follow a disciplined asset allocation investment approach.

RISK OF LOSS: Securities investments are not guaranteed and you may lose money on your investments. We ask that you work with us to help us understand your tolerance for risk.

We will assist in the selection of outside managers taking into account the client's needs. We will make an initial due diligence inquiry to evaluate potential sub-advisor candidates. This includes the sub-advisor's investment philosophy and process, performance track record, portfolio management personnel and capabilities, similar products offered, and other matters essential to the sub-advisor's qualifications to perform in the capacity contemplated. At a minimum, we will ask for copies of, or request a written explanation of, the sub-advisor's:

- Basic firm information, including brief history, structure, size and lines of business, registrations, personnel turnover, etc.
- Compliance systems
- Internal procedures, policies and guidelines
- Copy(ies) of advisory agreement(s)
- Code of Ethics
- Insider Trading Policies
- Form ADV (Disclosure Brochure)
- Copies of latest correspondence with the SEC or its primary regulatory authority
- Any legal or disciplinary events

We will conduct a periodic monitoring of the sub-advisor and at a minimum request a copy of the report of the annual compliance audit.

Refer to the outside managers' Form ADV Part 2 for details on the Methods of Analysis and Investment Strategies that the outside managers will use in managing client assets.

We provide advice on a variety of securities, including but not limited to, equities, bonds, CDs, municipals, and mutual funds. We will utilize a fundamental analysis in determining the investment advice to give to you in which we will analyze the financial statements and health of a business, its management and competitive advantages, and its competitors and markets but usually focusing on growth or value (or sometimes a combination of both) to determine if such security meets the clients' needs and objectives. We will take into consideration when making investment decisions the stages of the business during a given point in time.

There are inherent risks involved for each investment strategy or method of analysis we use. Investing in securities involves risk of loss which you should be prepared to bear. Based on our business model, we do not recommend any particular type of security.

Item 9 – Disciplinary Information

We do not have any legal, financial or other “disciplinary” item to report. We are obligated to disclose any disciplinary event that would be material to you when evaluating us to initiate a Client / Adviser relationship, or to continue a Client /Adviser relationship with us.

Item 10 – Other Financial Industry Activities and Affiliations

Neither FAPA nor any of our management persons are registered, or have an application pending to register as a futures commission merchant, commodity pool operator, commodity trading advisor or as an associated person of the foregoing entities, except as disclosed below.

In addition, neither FAPA nor any of our management persons have any relationship or arrangement that is material to its advisory business or to our clients that FAPA or any of our management persons have with any related person that is, under common control and ownership, a:

- Broker-dealer, municipal securities dealer, or government securities dealer or broker,
- Investment company or other pooled investment vehicle,
- Other investment adviser or financial planner,
- Futures commission merchant (or commodity pool operator or commodity trading advisor),
- Banking or thrift institution,
- Accountant or accounting firm,
- Lawyer or law firm,
- Insurance company or agency,
- Pension consultant,
- Real estate broker or dealer, or
- Sponsor or syndicator of limited partnerships.

We will enter into a sub-advisory agreement with other investment advisers in which we will receive compensation from the other investment advisers. See details in Items 4 and

5 of this Disclosure Brochure.

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

We have in place Ethics Rules (the “Rules”), which are comprised of the Code of Ethics and Insider Trading policies and procedures. The Rules are designed to ensure that our personnel (i) observe applicable legal (including compliance with applicable state and federal securities laws) and ethical standards in the performance of their duties; (ii) at all times place the interests of our clients first; (iii) disclose all actual or potential conflicts; (iv) adhere to the highest standards of loyalty, candor and care in all matters relating to its clients; (v) conduct all personal trading consistent with the Rules and in such a manner as to avoid any actual or potential conflict of interest or any abuse of their position of trust and responsibility; and (vi) not use any material non-public information in securities trading. The Rules also establish policies regarding other matters such as outside employment, the giving or receiving of gifts, and safeguarding portfolio holdings information.

Under the general prohibitions of the Rules, our personnel may not: 1) effect securities transactions while in the possession of material, non-public information; 2) disclose such information to others; 3) participate in fraudulent conduct involving securities held or to be acquired by any client; and 4) engage in frequent trading activities that create or may create a conflict of interest, limit their ability to perform their job duties, or violate any provision of the Rules.

Our personnel are required to conduct their personal investment activities in a manner that we believe is not detrimental to our advisory clients. Our personnel are not permitted to transact in securities except under circumstances specified in the Code of Ethics. The policy requires all Access Persons¹ to report all personal transactions in securities not otherwise exempt under the policy. All reportable transactions are reviewed for compliance with the Code of Ethics. The Ethics Rules are available to clients and prospective clients upon request.

¹ Access person means any of your supervised persons who has access to nonpublic information regarding any clients' purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any reportable fund, or who is involved in making securities recommendations to clients, or who has access to such recommendations that are nonpublic. If providing investment advice is your primary business, all of your directors, officers and partners are presumed to be access persons.

Supervised person means any partner, officer, director (or other person occupying a similar status or

performing similar functions), or employee of an investment adviser, or other person who provides investment advice on behalf of the investment adviser and is subject to the supervision and control of the investment adviser.

We, or a related person, do not recommend to you, nor buy or sell for your accounts, securities in which we (or a related person) have a material financial interest.

Additionally, we, or a related person, do not invest in the same securities that we (or a related person) recommend to you nor do we, or a related person, recommend securities to you, or buy or sell securities for your accounts, at or about the same time that we (or a related person) buy or sell the same securities for our own (or the related person's own) account.

We do not execute transactions on a principal or agency cross basis of equity transactions.

Item 12 – Brokerage Practices

Although we do not select or recommend broker-dealers for client transactions, we have established a custodial relationship with Charles Schwab. We are Dimensional Fund Advisor approved. We will attempt to negotiate Dimensional Fund Advisors ticket pricing for all sub-advisor accounts tied to FAPA master accounts if the custodian will approve and if it is compliant with state securities regulations.

We do not receive research or other products or services from a broker-dealer or a third party in connection with client securities transactions ("soft dollar benefits"). Therefore, we do not consider whether we or a related person receive client referrals from a broker-dealer or third party since we do not select or recommend broker-dealers to our clients.

Additionally, we do not routinely recommend, request or require that a client direct us to execute transactions through a specified broker-dealer, nor aggregate the purchase or sale of securities for various client accounts.

Item 13 – Review of Accounts

Account reviews will be conducted on an ongoing basis by the investment advisory firm that we have referred the client to. We will review client accounts on an annual basis to ensure the client is happy with the advisory team that the client has chosen. Refer to the sub-advisor's ADV Part 2A for details of the frequency and nature of their reviews, and the titles of the supervised person who conducts the review.

No additional reviews are performed relating to the other services unless otherwise requested by the client. Additional details are provided in Items 4 and 5 of this Disclosure Brochure.

Item 14 – Client Referrals and Other Compensation

We do not receive an economic benefit from a non-client for providing investment advice or other advisory services to our clients. We do not have any arrangement under which we, or a related person, directly or indirectly compensate any person, who is not our supervised person, or receive compensation from another for client referrals.

Item 15 – Custody

We do not have custody of client funds or securities; however, upon written consent from you, we have the authority to have the custodian to directly deduct our advisory fees from the assets held at the end of each quarter. Otherwise, we will bill you directly and provide you with an invoice upon which you have 30 days to remit to us our advisory fees.

The custodian will send directly to you, at least quarterly, an account statement identifying the amount of funds and each security in the account at the end of period and setting forth all transactions in the account during that period including the amount of advisory fees paid directly to us.

Item 16 – Investment Discretion

Clients may hire us to provide discretionary asset management services, in which case we place trades in a client's account without contacting the client prior to each trade to obtain the client's permission.

Our discretionary authority includes the ability to do the following without contacting

the client:

- determine the security to buy or sell; and/or
- determine the amount of the security to buy or sell

Clients give us discretionary authority when they sign a discretionary agreement with our firm, and may limit this authority by giving us written instructions. Clients may also change/amend such limitations by once again providing us with written instructions.

Sub-advisors will provide financial planning and asset management services. Sub-advisors may have discretionary trading authorization over the accounts.

Item 17 – Voting Client Securities (i.e., Proxy Voting)

We do not have, nor will we accept authorization to vote client securities. Clients will receive their proxies or other solicitations directly from their custodian or a transfer agent. Clients should contact their custodian or a transfer agent with questions about a particular solicitation.

Item 18 – Financial Information

We have no financial condition that is reasonably likely to impair our ability to meet contractual commitments to you given that we do not have custody of client funds or securities, or require or solicit prepayment of more than \$1,200 in fees per client and six months or more in advance. In addition, we are not currently, nor at any time in the past ten years have been the subject of a bankruptcy petition.

Item 19 – Requirements for State-Registered Advisers

We are an SEC registered investment adviser so this section does not apply to us.