



## **The Hajdari Group, LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: March 24, 2020**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of The Hajdari Group, LLC (“The Hajdari Group” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (212) 381-0050.

The Hajdari Group is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through The Hajdari Group to assist you in determining whether to retain the Advisor.

Additional information about The Hajdari Group and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 289331.

**The Hajdari Group, LLC**  
**1491 Richmond Road**  
**Staten Island, NY 10304**  
**Phone: (212) 381-0050**  
<http://thehajdarigroup.com>

## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplements")*. The Disclosure Brochure provides information about a variety of topics relating to an advisor's business practices and conflicts of interest. The Brochure Supplements provide information about the Advisory Persons of The Hajdari Group.

The Hajdari Group believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. The Hajdari Group encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of The Hajdari Group.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 289331. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (212) 381-0050.

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## Item 4 – Advisory Services

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### A. Firm Information

The Hajdari Group, LLC (“The Hajdari Group” or the “Advisor”) is a registered investment advisor with the U. S. Securities and Exchange Commission (“SEC”). The Hajdari Group is organized as a limited liability company (“LLC”) under the laws of the State of New York. The Hajdari Group was founded in June 2009 and became a registered investment advisor in August 2017. The Hajdari Group is owned and operated by Zaim Hajdari (President, Senior Managing Director and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by The Hajdari Group.

### B. Advisory Services Offered

The Hajdari Group offers advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses (each referred to as a “Client”). The Hajdari Group provides a holistic approach to its advisory services. Client engagements typically include both comprehensive financial planning and investment management services as described below. Services are tailored to the unique needs of each Client.

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. The Hajdari Group’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

The Hajdari Group provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. The Hajdari Group works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. The Hajdari Group will implement the investment strategy with its internal management and/or the use of unaffiliated money managers or investment platforms (as described below).

*Internal Investment Management* - The Hajdari Group customizes its investment management services for its Clients. Portfolios are primarily constructed using exchange-traded funds (“ETFs”), open-end mutual funds, and closed-end mutual funds. The Advisor blends active and passive strategies to develop Client portfolios. Investment portfolios are reviewed at least annually in connection with an update to the financial plan or in connection with annual Client meetings. The Advisor may also utilize individual stocks, other fixed income securities, and other types of investments, as appropriate, to meet the needs of each particular Client. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

The Hajdari Group generally employs a long-term investment approach for Clients, but may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. The Hajdari Group will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

At no time will The Hajdari Group accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the advisory agreement, please see Item 12 – Brokerage Practices.

*Use of Independent Managers* - The Hajdari Group will recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively “Independent Managers”). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will be required to enter into a separate agreement with the Independent Manager[s] that defines the terms in which the independent manager will provide its services.

The Hajdari Group serves as the Client’s primary advisor and relationship manager. However, the Independent

Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. The Hajdari Group performs initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with the Client's investment objectives and overall best interest. The Advisor will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s].

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A (or a brochure that makes the appropriate disclosures).

#### Financial Planning Services

Financial planning serves as the foundation of The Hajdari Group's services to individuals and families. Client engagements will typically commence with a financial plan to gain a full understanding of the Client's unique situation.

The Hajdari Group will typically provide a variety of financial planning services and consulting services, pursuant to a written financial planning agreement. Services are provided in several areas of a Client's financial situation, depending on their goals and objectives. Planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, distributions, personal savings, education savings, spending, insurance needs and other areas of a Client's financial situation. The Hajdari Group may deliver specific planning modules to the Client or a comprehensive plan, based on the needs of the Client.

In certain circumstances, The Hajdari Group may also refer Clients to an accountant, attorney or other specialist, as appropriate for the Client's unique situation. For certain financial planning engagements, the Advisor will generally provide a written report that contains observations and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, The Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

#### Retirement Plan Advisory Services

The Hajdari Group provides advisory services to retirement plans (each a "Plan") and the company sponsor (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Review
- Investment Oversight Services (ERISA 3(21))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

These services are provided by The Hajdari Group serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of The Hajdari Group's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

### **C. Client Account Management**

Prior to engaging The Hajdari Group to provide advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – The Hajdari Group in connection with the Client, will develop a strategy that seeks to achieve Client's goals and objectives.
- Asset Allocation – The Hajdari Group will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – The Hajdari Group will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – The Hajdari Group will provide investment management and ongoing oversight of the Client's investment portfolio.

### **D. Wrap Fee Programs**

The Hajdari Group does not offer a wrap fee program. However, certain Independent managers may include securities transaction fees as part of the manager's fee.

### **E. Assets Under Management**

As of December 31, 2019, The Hajdari Group manages \$47,406,985 in Client assets, \$46,403,984 of which are managed on a discretionary basis and \$1,200,001 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of The Hajdari Group and the Client.

### **A. Fees for Advisory Services**

#### Investment Advisory Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior quarter. Fees are billed at an annual rate between 0.50% and 2.00% based on the size of the Client relationship, the scope of services to be provided, the complexity of a Client's situation and other factors.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by The Hajdari Group will be independently valued by the Custodian, as discussed in Item 12. The Hajdari Group will not have the authority or responsibility to value portfolio securities.

Clients may make additions to and withdrawals from their account[s] at any time, subject to The Hajdari Group's right to terminate an account. Additions may be in cash or securities provided that The Hajdari Group reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to The Hajdari Group, subject to the usual and customary securities settlement procedures. However, The Hajdari Group designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. The Hajdari Group may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction fees and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### Use of Independent Managers

As noted in Item 4, the Advisor will implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.

#### Financial Planning Services

The Hajdari Group offers financial planning services either on an hourly basis or for a fixed fee. Hourly fees range from \$250 to \$400 per hour. Fixed fees are negotiated based on the expected number of hours to complete the engagement at the Advisor's hourly rate. Fees may be negotiable at the sole discretion of the Advisor, depending on the nature and complexity of services to be provided. For certain Clients, financial planning services are included in investment advisory fee. An estimate for total hours and/or costs will be provided to the Client prior to engaging for these services.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.00% and are billed quarterly in advance pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable depending on the size and complexity of the Plan.

### **B. Fee Billing**

#### Investment Advisory Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with The Hajdari Group at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting advisory fees to be deducted by The Hajdari Group to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Financial Planning Services

Fees for hourly and fixed fee financial planning engagements may be invoiced up to 50% upon execution of the financial planning agreement with the balance due upon completion of the engagement deliverable[s]. Certain Clients may have their planning fees included with their overall investment advisory fees. The Advisor does not collect advance fees of \$1,200 or more for any services that will be completed six (6) months or more in advance.

#### Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Client's overall fees will include The Hajdari Group's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager. The Independent Manager will assume the responsibility for calculating the Client's fees and deducting all fees from the Client's account[s].

#### Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than The Hajdari Group, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all securities execution and custody fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, provided that the Client's accounts meet the terms and conditions of the Custodians brokerage requirements. However, the Custodian typically charges for



mutual funds and other types of investments. The fees charged by the Hajdari Group are separate and distinct from these custody and execution fees.

In addition, all fees paid to The Hajdari Group for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of The Hajdari Group, but would not receive the services provided by The Hajdari Group which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by The Hajdari Group to fully understand the total fees to be paid.

#### **D. Advance Payment of Fees and Termination**

##### Investment Advisory Services

The Hajdari Group is compensated for its investment advisory services in advance of the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

##### Financial Planning Services

The Hajdari Group may be partially compensated for its financial planning services in advance the engagement. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be responsible for planning fees based on the hours incurred or in the event of a fixed fee engagement, the percentage of the engagement completed. The Advisor will refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

##### Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and that Independent Manager. The Hajdari Group will assist the Client with the termination and transition as appropriate.

##### Retirement Plan Advisory Services

The Hajdari Group is compensated for its services in advance of the quarter in which retirement plan advisory services are rendered. Either party may request to terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

Zaim Hajdari is also a registered representative of Ni Advisors Inc ("Ni Advisors"). Ni Advisors is a registered broker-dealer (CRD No. 134502), member FINRA, SIPC. In one's separate capacity as a registered representative of Ni Advisors, Mr. Hajdari will implement securities transactions under Ni Advisors and not through The Hajdari Group. In such instances, the Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by the Mr. Hajdari in his capacity as a registered representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest because the Advisory Person who is



a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the needs of the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Certain Advisory Persons are also licensed as independent insurance professionals. As an independent insurance professional, an Advisory Person will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by an Advisory Person are separate and in addition to The Hajdari Group's advisory fees. This practice presents a conflict of interest because a person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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The Hajdari Group does not charge performance-based fees for its investment advisory services. The fees charged by The Hajdari Group are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

The Hajdari Group does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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The Hajdari Group offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. The Hajdari Group generally does not impose a minimum relationship size. However, smaller accounts may be subject to different investment selection and strategies. Independent Managers may have minimums account sizes for investment in their strategies.

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

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### **A. Methods of Analysis**

The Hajdari Group primarily employs a fundamental analysis method in developing investment strategies for its Clients. Research and analysis from The Hajdari Group are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, The Hajdari Group generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. The Hajdari Group will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, The Hajdari Group may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. The Hajdari Group will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8.B. for risks associated with the Advisor's investment strategies as well as general risks of investing.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's strategies:

### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### ETF Risks

The performance of an ETF is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### Mutual Fund Risks

The performance of a mutual fund is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

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**There are no legal, regulatory, or disciplinary events involving The Hajdari Group or any of its owner.** The Hajdari Group values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 2559697.

## **Item 10 – Other Financial Industry Activities and Affiliations**

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### Broker-Dealer Affiliation

As noted in Item 5, Mr. Hajdari is also a registered representative of Ni Advisors. Ni Advisors is a registered broker-dealer (CRD No. 134502), member FINRA, SIPC. In one's separate capacity as a registered representative, Mr. Hajdari will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr.

Hajdari. Neither the Advisor nor Mr. Hajdari will earn ongoing investment advisory fees in connection with any services implemented in Mr. Hajdari's separate capacity as a registered representative.

#### Insurance Agency Affiliations

As noted in Item 5, certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with the Advisor. As an insurance professional, an Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. An Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or the Advisor.

#### Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio with one or more Independent Managers. The Advisor does not receive any compensation nor does this present a material conflict of interest. The Advisor will only earn its investment advisory fee as described in Item 5.A.

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

#### **A. Code of Ethics**

The Hajdari Group has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with The Hajdari Group ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. The Hajdari Group and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of The Hajdari Group associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (212) 381-0050.

#### **B. Personal Trading with Material Interest**

The Hajdari Group allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. The Hajdari Group does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. The Hajdari Group does not have a material interest in any securities traded in Client accounts.

#### **C. Personal Trading in Same Securities as Clients**

The Hajdari Group allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of The Hajdari Group have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by The Hajdari Group requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

While The Hajdari Group allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. At no time will any associated person of The Hajdari Group, transact in any security to the detriment of any Client.

## Item 12 – Brokerage Practices

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### A. Recommendation of Custodian[s]

The Hajdari Group does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize The Hajdari Group to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, The Hajdari Group does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where The Hajdari Group does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by The Hajdari Group. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. The Hajdari Group may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or the location of the Custodian's offices.

The Hajdari Group will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". The Hajdari Group maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **The Hajdari Group does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian, but does receive certain economic benefits from Schwab. Please see Item 14 below.**

**2. Brokerage Referrals** - The Hajdari Group does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where The Hajdari Group will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). The Hajdari Group will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

### B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. The Hajdari Group will execute its transactions through the Custodian. The Hajdari Group may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Clients' accounts.

## Item 13 – Review of Accounts

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### A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Hajdari, the Chief Compliance Officer of The Hajdari Group. The CCO also has oversight of investment advisory processes. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Clients are offered an annual financial plan, subject to scope of their agreement with the Advisor.

## **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify The Hajdari Group if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

## **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## **Item 14 – Client Referrals and Other Compensation**

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### **A. Compensation Received by The Hajdari Group**

The Hajdari Group does not receive securities commissions from product sponsors, broker-dealers or any unrelated third party, except as noted below. The Hajdari Group may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, The Hajdari Group may receive referrals of new Clients from a third-party.

#### Participation in Institutional Advisor Platform

The Hajdari Group has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like The Hajdari Group. As a registered investment advisor participating on the Schwab Advisor Services platform, The Hajdari Group receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services and financial support to The Hajdari Group that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. The Hajdari Group believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

## **B. Client Referrals from Solicitors**

The Advisor does not engage paid solicitors.

### **Item 15 – Custody**

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The Hajdari Group does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct The Hajdari Group to utilize the Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by the Hajdari Group to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

### **Item 16 – Investment Discretion**

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The Hajdari Group generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by The Hajdari Group. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an Investment Advisory Agreement containing all applicable limitations to such authority. All discretionary trades made by The Hajdari Group will be in accordance with each Client's investment objectives and goals. For Clients with account[s] established at an Independent Manager, those account[s] will also be managed by those parties on a discretionary basis.

### **Item 17 – Voting Client Securities**

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The Hajdari Group does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

### **Item 18 – Financial Information**

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Neither The Hajdari Group, nor its management, has any adverse financial situations that would reasonably impair the ability of The Hajdari Group to meet all obligations to its Clients. Neither The Hajdari Group, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. The Hajdari Group is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.





## **Form ADV Part 2B – Brochure Supplement**

**for**

**Zaim Hajdari  
President & Senior Managing Director and Chief Compliance Officer**

**Effective: March 24, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Zaim Hajdari (CRD# 2559697) in addition to the information contained in the The Hajdari Group, LLC (“Hajdari Group” or the “Advisor”, CRD# 289331) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Hajdari Group Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (212) 381-0050.

Additional information about Mr. Hajdari is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 2559697.



## Item 2 – Educational Background and Business Experience

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Zaim Hajdari, born in 1972, is dedicated to advising Clients of Hajdari Group as the President, Senior Managing Director and Chief Compliance Officer. Mr. Hajdari attended City University of New York with a focus in Finance and Financial Management Services. Additional information regarding Mr. Hajdari's employment history is included below.

### Employment History:

President & Senior Managing Director and Chief Compliance Officer, The Hajdari Group, LLC	07/2017 to Present
Registered Representative, Ni Advisors Inc	07/2019 to Present
Financial Advisor, Raymond James Financial Services Advisors, Inc.	07/2011 to 07/2017
Registered Representative, Raymond James Financial Services, Inc.	06/2009 to 07/2017
Financial Advisor, Janney Mointgomery Scott LLC	04/2009 to 06/2009
Financial Advisor, Chase Investment Services Corp.	11/2002 to 04/2009

## Item 3 – Disciplinary Information

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Securities laws requires an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. There are no legal, civil or disciplinary events requiring disclosure for this Item. However, we encourage you to independently view the background of Mr. Hajdari on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 2559697.

## Item 4 – Other Business Activities

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### Broker-Dealer Affiliation

Mr. Hajdari is also a registered representative of Ni Advisors Inc ("Ni Advisors"). Ni Advisors is a registered broker-dealer (CRD#134502), member FINRA, SIPC. In Mr. Hajdari's separate capacity as a registered representative, Mr. Hajdari will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Hajdari. Neither the Advisor nor Mr. Hajdari will earn any investment advisory fees in connection with any products or services implemented in Mr. Hajdari's separate capacity as a registered representative.

### Insurance Agency Affiliations

Mr. Hajdari is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Mr. Hajdari's role with Hajdari Group. As an insurance professional, Mr. Hajdari will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Hajdari is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Hajdari or the Advisor.

### Hajdari Family Foundation Inc.

Mr. Hajdari is the manager of the Hajdari Family Foundation Inc., a non-profit organization. The Hajdari Family Foundation Inc. has been established to provide financial support to individuals in need and charitable organizations. Clients are not asked nor obligated to donate money to the foundation.

## Item 5 – Additional Compensation

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Mr. Hajdari has additional business activities that are detailed in Item 4 above.

## Item 6 – Supervision

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Mr. Hajdari serves as a President & Senior Managing Director and Chief Compliance Officer of Hajdari Group. Mr. Hajdari can be reached at (212) 381-0050.

Hajdari Group has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Hajdari Group. Further, Hajdari Group is subject to regulatory oversight by various agencies. These agencies require registration by Hajdari Group and its Supervised Persons. As a registered entity, Hajdari Group is subject to examinations by regulators, which may be announced or unannounced. Hajdari Group is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## **Form ADV Part 2B – Brochure Supplement**

**for**

**Shane B. Loughran  
Investment Advisor Representative**

**Effective: March 24, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Shane B. Loughran (CRD# 4494943) in addition to the information contained in the The Hajdari Group, LLC (“Hajdari Group” or the “Advisor”, CRD# 289331) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Hajdari Group Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (212) 381-0050.

Additional information about Mr. Loughran is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4494943.

## Item 2 – Educational Background and Business Experience

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Shane B. Loughran, born in 1979, is dedicated to advising Clients of Hajdari Group as an Investment Advisor Representative. Mr. Loughran earned a Bachelors Degree in Finance from Monmouth University in 2001. Additional information regarding Mr. Loughran's employment history is included below.

### Employment History:

Investment Advisor Representative, The Hajdari Group, LLC	04/2019 to Present
Financial Advisor, JPMorgan Securities LLC	10/2012 to 03/2019

## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Loughran.*** Mr. Loughran has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Loughran.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Loughran.***

However, we do encourage you to independently view the background of Mr. Loughran on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4494943.

## Item 4 – Other Business Activities

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### Insurance Agency Affiliations

Mr. Loughran is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Mr. Loughran's role with Hajdari Group. As an insurance professional, Mr. Loughran will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Loughran is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Loughran or the Advisor.

## Item 5 – Additional Compensation

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Mr. Loughran has additional business activities where compensation is received that are detailed in Item 4 above.

## Item 6 – Supervision

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Mr. Loughran serves as an Investment Advisor Representative of Hajdari Group and is supervised by Zaim Hajdari, the Chief Compliance Officer. Mr. Hajdari can be reached at (212) 381-0050.

Hajdari Group has implemented a Code of Ethics and internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Hajdari Group. Further, Hajdari Group is subject to regulatory oversight by various agencies. These agencies require registration by Hajdari Group and its Supervised Persons. As a registered entity, Hajdari Group is subject to examinations by regulators, which may be announced or unannounced. Hajdari Group is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## Privacy Policy

Effective Date: March 24, 2020

### Our Commitment to You

The Hajdari Group, LLC ("The Hajdari Group" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. The Hajdari Group (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

The Hajdari Group does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, broker-dealers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. The Hajdari Group shares Client information with Ni due to the oversight Ni has over certain supervised persons of the Advisor. You may also contact us at any time for a copy of the Ni Privacy Policy.	Yes	No
<b>Marketing Purposes</b> The Hajdari Group does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where The Hajdari Group or the Client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> The Hajdari Group does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of the Advisor's current Privacy Policy by contacting the Advisor at (212) 381-0050.