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Form ADV Part 2A

Disclosure Brochure

March 31, 2021

This brochure provides information about the qualifications and business practices of Efficient Advisors, LLC. If you have any questions about the contents of this brochure, please contact us at (888) 320-6250 or compliance@efficientadvisors.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Efficient Advisors, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

Efficient Advisors, LLC is a registered investment adviser. Registration of an investment adviser does not imply a certain level of skill or training.

Item 2 - Material Changes

Efficient Advisors has the following material changes to report, which may relate to Efficient Advisors' policies, practices or conflicts of interests. We have revised our Disclosure Brochure with updates since our last annual updating amendment filed March 30, 2020.

- In November 2020, removed references to “Disciplined Wealth” and “Efficient Portfolios” in Item 4.B.
- In November 2020, updated Fees in Item 5 to reflect current maximum rates.
- In March 2021, added a description of services offered under our d.b.a Evidence Based Advisors in Item 4. The fees for the services offered under this d.b.a were also added to Item 5.
- In March 2021, updated Item 10 to reflect new affiliation with Alliance Benefit Group Rocky Mountain, a retirement plan recordkeeper and third-party administrator, and ABG Consultants, LLC, an SEC registered investment adviser.

If you have any questions or would like a complete copy of our revised Disclosure Brochure, please contact us at (888) 320-6250 or compliance@efficientadvisors.com. Additional information about Efficient Advisors is available on the SEC's website at www.adviserinfo.sec.gov.

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Item 4 - Advisory Business

A. Firm Information

Efficient Advisors, LLC (“Efficient”) is an investment adviser registered with the Securities and Exchange Commission. Efficient was founded in 2009 and is owned by Fiduciary Services Group, LLC. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Efficient.

B. Advisory Services Offered

Turn-Key Asset Management Services

Efficient offers an asset allocation service designed to build long-term wealth while maintaining risk tolerance and loss threshold levels based on your distinct financial needs and goals. We offer model portfolios designed to allocate your assets among exchange-traded funds (“ETFs”), no-load mutual funds, managed futures mutual funds, and/or variable annuity sub accounts (referred to as “Fund” or “Funds”). Our service includes monitoring your account and rebalancing and/or reallocating your assets on a discretionary basis in order to maintain your model allocation selection. Other financial services firms and professionals, such as independent financial planners, investment advisers, CPAs, and brokerage firms and their representatives refer their clients to Efficient. We refer to these professionals in this brochure as your Advisor or RIA Firm (or “RIA Firms” if referring to more than one).

Initially, your Advisor will assist you in understanding our Investment Management Agreement, defining your investment goals and risk tolerance (“Investor Profile”), and selecting an allocation model based upon your Investor Profile. Please remember that your Investor Profile is only a guide to selecting an appropriate portfolio. Your Advisor may suggest a portfolio with a higher or lower risk level than the Investor Profile indicates. If that happens, please make sure that you understand his/her rationale for doing so before signing the Investment Management Agreement.

We require your Advisor to maintain an ongoing relationship with you and meet with you on a periodic basis to discuss changes in your personal or financial situation, suitability requirements, and any new or revised reasonable restrictions you would like to impose on your account(s). Because your Investor Profile helps to determine your allocation strategy, you are responsible for promptly communicating all changes in your financial circumstances and investment objectives. We review your account(s) in the context of your stated investment objectives and your Investor Profile dictates any adjustments we make. For this reason, prompt notification by you results in maintaining your assets in alignment with your individual needs.

We can explore other investment options at your request, but when Efficient begins its management of your account, in all likelihood your existing assets will be sold to fund your model portfolio purchases. You may be able to place reasonable restrictions on the individual investments held within your account. These restrictions must be in writing and accompany the Investment Management Agreement. Restrictions must be accepted by Efficient, and acceptance is at the sole discretion of Efficient.

Allocations for Small Accounts

Efficient has developed alternatives for handling individual accounts with a current market value of less than \$50,000. We refer to these alternative allocations as “Small Account Allocations.” Small Account Allocations mirror the standard Efficient Portfolio that you have chosen as closely as possible given the constraints of account size and the specific portfolio selected. They may also include fewer underlying Funds. The purpose of Small Account Allocations is to manage smaller balances more effectively and reduce your transaction costs. Be advised that this may also reduce your portfolio’s diversification.

Accounts valued between \$10,000 and \$50,000 may be invested in a model with approximately five (5) to seven (7) underlying Funds. For accounts valued between \$1,000 and \$10,000, we may invest your assets in a single asset allocation Fund without an allocation to managed futures, even if requested. An account with less than \$1,000 in market value may not be invested until it becomes at least \$1,000. Once your account’s market value exceeds a certain threshold (as determined by Efficient at our sole discretion), your account may be transitioned out of the Small Account Allocation and into the standard allocation for your selected Efficient Portfolio. Efficient will consider transaction costs and tax impact before initiating such transition and if a transition is initiated it may result in transaction charges by your Custodian and you may experience a taxable gain or loss if applicable to such account. Efficient also reserves the right to transition your portfolio into a Small Account Allocation if the market value is reduced to an amount below the thresholds listed earlier in this section. As with a transition to a standard portfolio, this transition to a Small Account Allocation may result in transaction charges by your Custodian and you may experience a taxable gain or loss if applicable to such Account.

Efficient reserves the right to change, alter, or terminate the Small Account Allocations at any time at our sole discretion.

d.b.a Evidence Based Advisors

Evidence Based Advisors [“EBA”] offers an asset allocation service designed to build long-term wealth while maintaining risk tolerance and loss threshold levels based on your distinct financial needs and goals. EBA offers model portfolios designed to allocate your assets among exchange-traded funds (“ETFs”), no-load mutual funds, and/or variable annuity sub accounts (referred to as “Fund” or “Funds”). Our service includes monitoring your account and rebalancing and/or reallocating your assets on a discretionary basis in order to maintain your model allocation selection. Other financial services firms and professionals, such as independent financial planners, investment advisers, CPAs, and brokerage firms and their representatives refer their clients to EBA. We refer to these professionals in this brochure as your Advisor or RIA Firm (or “RIA Firms” if referring to more than one).

Initially, your Advisor will assist you in understanding our Investment Management Agreement, defining your time horizon and risk tolerance (“Investor Profile”), and selecting an allocation model based upon your Investor Profile. Please remember that your Investor Profile is only a guide to selecting an appropriate portfolio. Your Advisor may suggest a portfolio with a higher or lower risk level than the Investor Profile indicates. If that happens, please make sure that you understand his/her rationale for doing so before signing the Investment Management Agreement.

We require your Advisor to maintain an ongoing relationship with you and meet with you on a periodic basis to discuss changes in your personal or financial situation, suitability requirements, and any new or revised reasonable restrictions you would like to impose on your account(s). Because your Investor Profile helps to determine your allocation strategy, you are responsible for promptly communicating all changes in your financial circumstances and investment objectives. We review your account(s) in the context of your stated investment objectives and your Investor Profile dictates any adjustments we make. For this reason, prompt notification by you results in maintaining your assets in alignment with your individual needs.

We can explore other investment options at your request, but when EBA begins its management of your account, in all likelihood your existing assets will be sold to fund your model portfolio purchases. You may be able to place reasonable restrictions on the individual investments held within your account. These restrictions must be in writing and accompany the Investment Management Agreement. Restrictions must be accepted by EBA, and acceptance is at the sole discretion of EBA.

Retirement Plans

If your account is a retirement plan subject to Employee Retirement Income Security Act of 1974 ("ERISA"), you will appoint Efficient as "Investment Manager" under Section 3(38) and/or "investment adviser" under Section 3(21) of ERISA. You will furnish copies of all documents governing the plan that give you authority to retain Efficient and that govern Efficient's services to the plan. In addition, you will send to Efficient any amendments to your ERISA plan that affect Efficient's rights or obligations. The amendment will be binding on Efficient only when we have sent you written notice of our agreement to the amendment. Efficient will not have any responsibility for assets held outside of the custodial or trust account over which it has discretion. You will be required to name Efficient as a fiduciary in the plan's ERISA fidelity bond covering the account.

Unmanaged Assets

From time to time, you may decide to hold certain securities or other property for which Efficient does not provide investment advisory services ("Unmanaged Assets") in your custody or brokerage account(s). Requests to hold an Unmanaged Asset must be made in writing and requires the approval of Efficient. Efficient will have no duty, responsibility or liability with respect to these assets, and therefore, Efficient will not charge an investment advisory fee. However, if you have an account that solely contains Unmanaged Assets, Efficient reserves the right to charge an account maintenance fee of \$5 per month.

Sub-Advisory Services

Efficient provides other financial services firms and professionals with outsourced investment management services as a sub-advisor. In our capacity as a sub-advisor, Efficient provides discretionary investment management services, including asset allocation, portfolio construction, investment management and supervision services. These sub-advisory services are generally part of a broker/dealer's managed account program whereby the Client will then enter into a program and investment advisory agreement with the program sponsor and then elect Efficient as their money manager. The Advisor will assist and advise the Client in establishing investment

objectives for the account, the selection of Efficient, and defining any restrictions on the account. Efficient will continue to provide oversight of the Client's selected portfolio.

In consideration for such services, the Program Sponsor will charge a program fee that includes the investment advisory fee of the money managers, the administration of the program and trading, clearance and settlement costs. The Program Sponsor will add Efficient's Investment Advisory Fee (described below in Item 5) and will deduct the overall fee from the Client account, generally at the start of each calendar quarter. The asset-based program fee is generally tiered and varies depending on the size of the account. The overall fee (including the Advisor's Investment Advisor Fee) will not exceed 3% annually.

The client's advisor also provides copies of Efficient's Disclosure Brochure and gathers the account opening documentation from the client. Efficient receives notice of the account opening documentation from the Advisor. Efficient does not typically meet with clients of the Sub-Advisory Services and relies on the client's Advisor to provide updates with regard to changes in client risk tolerance, goals and suitability. Clients are instructed to channel their communication and update their suitability information directly with their Advisor who made the portfolio selection on their behalf. If a client wishes to place restrictions on the portfolio management, those requests should be processed through the client's Advisor.

Financial Planning & Consulting

Efficient may provide a variety of financial planning and consulting services to your Advisor, on your Advisor's behalf, or to individuals and families. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Financial planning and consulting recommendations may pose a potential conflict between the interests of Efficient and the interests of the Client. Clients are not obligated to implement any recommendations made by Efficient, or their Advisor. If the Client elects to act on any of the recommendations made by Efficient, the Client is under no obligation to affect the transaction through Efficient.

D. Wrap Fee Program

Efficient participates as an investment manager in a wrap fee program called ManagedPlan, which is offered by Fiduciary Advisors, LLC. The portfolios and services offered by Efficient through ManagedPlan are the same as those offered to clients that come directly to Efficient. Those clients who are introduced to Efficient through the ManagedPlan program will receive ManagedPlan's Disclosure Brochure that describes the program, its services and related costs.

E. Assets Under Management

Efficient's assets under management were \$1,451,093,148 as of December 31, 2020 across all programs described above. Of this amount, \$1,504,122 are managed on a non-discretionary basis.

Item 5 - Fees and Compensation

Turn-Key Asset Management Services

Our maximum annual management fee is a percentage of the market value of the assets held within your account(s) under management as shown below:

Household Assets	Efficient Advisors
First \$500,000	0.50%
Next \$500,000	0.45%
Next \$1,000,000	0.35%
Next \$1,000,000	0.30%
Over \$3,000,000	0.25%

Efficient aggregates accounts with the same address into Households (“Households”) and breakpoints are applied by Household. Efficient charges a minimum annual fee of \$60.00 per investment account. If the percentage fee attributable to an account within your Household is less than minimum fee, the minimum fee is charged and it is not shared with your Advisor. If the percentage fee attributable to each account within your Household is higher than the minimum, then the percentage fee is charged and shared with your Advisor according to the schedule above. The minimum fee is not prorated for new accounts and is not shared with your Advisor. Efficient reserves the right to waive these requirements at its sole discretion. If each account within the Household does not maintain sufficient cash or money market balances, Efficient will liquidate securities in the account(s) in amounts sufficient to cover the fees. You understand that such liquidation may cause you to incur taxable capital gains and trading costs.

Efficient offers clients the ability to combine our traditional asset allocation models with alternative asset classes. These portfolios are called Efficient Advisors Alternatives Portfolios. Due to the unique asset allocation of these portfolios and the additional research and due diligence required to maintain them, Efficient charges an additional 0.05% annually for these models.

Our management fee may be negotiated based on a number of factors including, but not limited to, the amount of work involved, the assets placed under management and the attention needed to manage the account(s). Depending on individual arrangements made, fees paid by one client may be higher or lower than fees paid by another client under similar circumstances.

The management fee is based on the market value of your account’s assets on the last day of the previous month, or quarter for certain legacy accounts, as valued by your account’s custodian. We calculate the initial month’s fee based on the contributions made into each account and then prorate the fee based on the date the initial trades are made in your Efficient Portfolio(s). You will authorize your account’s custodian to pay the management fee by debiting your account monthly, or if applicable quarterly, in advance.

You may add cash to and withdraw funds from your account(s) at any time. If assets are deposited into or withdrawn from your account(s) after the beginning of a month, the fee payable will not be adjusted or prorated. In the event the total value of your account(s) fall below \$50,000 because



of a withdrawal by you or any for some other reason, Efficient may terminate the Investment Management Agreement.

The management fee above does not include your Advisor's fee (the solicitor), which is determined by your Advisor and is equal to a percentage of the market value of the assets held within your account(s). Advisor fees may not exceed 1.4%.

d.b.a Evidence Based Advisors

Our maximum annual management fee is a percentage of the market value of the assets held within your account(s) under management as shown below:

EBA Maximum Fee: 0.50%

Our management fee may be negotiated based on a number of factors including, but not limited to, the amount of work involved, the assets placed under management and the attention needed to manage the account(s). Depending on individual arrangements made, fees paid by one client may be higher or lower than fees paid by another client under similar circumstances.

The management fee is based on the market value of your account's assets on the last day of the previous month as valued by your account's custodian. We calculate the initial month's fee based on the contributions made into each account and then prorate the fee based on the date the initial trades are made in your EBA managed portfolio. You will authorize your account's custodian to pay the management fee by debiting your account monthly in advance.

Certain legacy accounts are billed as described above but are billed on a quarterly cycle instead of monthly.

You may add cash to and withdraw funds from your account(s) at any time. If assets are deposited into or withdrawn from your account(s) after the beginning of a month, the fee payable will not be adjusted or prorated.

The management fee above does not include your Advisor's fee (the solicitor), which is determined by your Advisor and is equal to a percentage of the market value of the assets held within your account(s). Advisor fees may not exceed 1.4%.

Retirement Plans

For retirement plans (such as 401(k) plans, 403(b) plans, 457 plans profit sharing plans and other defined contribution retirement plans), Efficient assesses its money management fee as outlined below. Please note that this schedule is different from the schedule outlined above because retirement plans have a unique set of requirements including a more intricate set-up process, a more dynamic and complex regulatory scheme imposed by ERISA and a greater potential fiduciary burden because Efficient expressly assumes fiduciary status under ERISA Section 3(38) and/or Section 3(21) of ERISA. Additionally, the lower overall fees are due, in part, because retirement plan record keepers handle the majority of the day-to-day administration of the accounts, which alleviates Efficient from this responsibility.

Plan Assets	Efficient Advisors
First \$1,000,000	0.20%
Next \$2,000,000	0.15%
Next \$2,000,000	0.10%
Over \$5,000,000	0.05%

The fee schedule for retirement plan services clients was revised effective August 2019. Retirement plans that became clients of Efficient prior to that date are subject to a different fee schedule and, therefore, may be subject to a fee schedule that may be higher than the above listed fee schedule.

The annual management fee above is based on the market value of your plan's assets on the last day of the previous calendar quarter as valued by your account's custodian. We calculate the initial quarter's fee based on the market value of the plan on the date the plan goes "live" and then prorate from that date to the end of the current quarter. You will authorize your retirement plan's custodian to pay the management fee by debiting the plan account quarterly, in advance.

We will aggregate your Advisor's assets in retirement plans with the assets in institutional accounts to determine if they meet the requirements of an Elite Advisor but due to the lower fee schedule and complexities outlined above Efficient does not share any additional amount of the fee from the retirement plans that they refer to us. We also maintain the right to negotiate the fees that we charge retirement plans.

The management fee above does not include your Advisor's fee (the solicitor), which is determined by your Advisor and is equal to a percentage of the market value of the assets held within your plan. Advisor fees will not exceed 1.05% for the first \$1,000,000, 0.75% for the next \$2,000,000, 0.55% for the next \$2,000,000, and 0.30% for the amount over \$5,000,000.

Efficient Portfolios offered through Certain Brokerage Firms

Some clients are introduced to Efficient by brokerage firms who have made special arrangements for billing and payment. These arrangements may be different from arrangements most other clients have made with Efficient. The following are some of the specific differences to clients of these certain brokerage firms:

- Efficient may be responsible for the calculation and billing of your account(s) for its fee alone, but not your Advisor's fees. Your Advisor's fee may be governed by his/her relationship with his brokerage firm.
- Fees are billed in accordance with Efficient's agreement with the brokerage firm and your Advisor, which means that billing may be quarterly in advance or in arrears instead of monthly in advance.

- Accounts closed prior to the end of the calendar quarter may not receive a refund of management fees.
- The brokerage firm may collect all management fees from your account(s) and send Efficient its portion less an administrative and marketing fee, which is compensation to the brokerage firm or other advisor for, but not limited to, establishing and maintaining client accounts.
- Efficient's sole responsibility may be in managing your Efficient Portfolio in accordance with Efficient's established models.

Costs

Our management fees are separate and distinct from fees, commissions, transaction charges, or other costs charged by your brokerage firm or custodian. Fees and expenses charged by mutual funds will generally include a management fee and other fund expenses – see the mutual fund's prospectus for complete details. In addition, there may be transaction charges involved with purchasing or selling securities. You should review all fees charged by mutual funds, Efficient, and others to understand the total amount of fees and expenses you will pay.

Some mutual funds and custodians charge a short-term redemption fee if a mutual fund is not held for a certain period. This holding period varies by fund and can be different at each custodian. Holding periods can be as short as 30 days or be longer than one year. Short-term redemption fees are most common on newer accounts because clients may commence management with Efficient only a few weeks or months prior to a change in the selected portfolio's asset allocation mix.

Termination of Our Services

Your Investment Management Agreement will continue in effect until terminated by you or Efficient by written notice to the other. If termination is on a day other than the last day of a billing period, Efficient will keep the unused portion of the prepaid management fee. Efficient will discontinue all services and responsibilities and you will release Efficient from all responsibilities as of the effective date of termination. You may request that your account(s) be liquidated upon termination of the Investment Management Agreement, but this request must be in writing. Liquidating your account(s) may result in a taxable capital gain (or loss) and may cause additional trading costs to be incurred. Please seek independent tax advice before deciding to liquidate your account(s). Efficient will have no responsibility for the tax consequences or trading costs resulting from the liquidation of your account(s).

You have the right to terminate your Investment Management Agreement without penalty within five (5) business days after entering into it. Termination will not affect the validity, liability and obligations taken by Efficient under your Investment Management Agreement of actions before the termination. At termination, Efficient will have no obligation to sell or take any action with regard to client's account(s). Your death will not terminate your Investment Management Agreement or authority granted to Efficient until we have received written notification of your death.

Sub-Advisory Services

Fees for sub-advisory services are offered at a maximum annual rate of up to 0.30% of assets under management, which may be negotiated between the RIA Firms and Efficient.

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

We do not charge performance-based fees – that is, fees based on a share of capital gains or appreciation of the assets of a client.

We do not participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

Item 7- Types of Clients

We provide our advisory services to individual investors, pension and profit sharing plans, trusts, estates, charitable organizations, and businesses. While we do not require a minimum amount of assets to open an account or maintain an account, we charge a minimum annual fee of \$60.00 per investment account. See “*Advisory Business*” and “*Fees and Compensation*” above for more information.

We also provide our services to other financial institutions such as registered investment advisors, broker-dealers and their associated financial professionals.

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

Our methods of analysis are fundamental and technical. Our investment strategies include investing for the long term, which for us means longer than three (3) years. We make our asset allocation decisions based on economic research and the timing of these decisions follows no regular schedule. Ultimately, Efficient Portfolios’ assets are chosen through human direction rather than quantitative models.

Investing in securities involves risk of loss that you should be prepared to bear. Investment values will fluctuate, are subject to market volatility, and may be worth more or less than original cost. In addition, while we believe our methodology and investment strategy will be profitable, there is no assurance that this will be the case.

Efficient offers a variety of structured, long-term, globally diversified portfolios that are constructed primarily using exchange traded funds (ETFs). ETFs, when available, offer a low-cost, fee transparent, passively managed, indexed approach to investing. These portfolios have different risk and return characteristics as well as different time horizons. Investment returns in ETFs will fluctuate and ETFs are subject to market volatility. At any point, they may be worth more or less than their original cost. Some of our portfolios use alternative asset classes, such as managed futures mutual funds, within the portfolio to help mitigate the potential downside volatility of the stock and bond markets. There is no requirement that you use portfolios with alternative asset classes. There is always a risk that managed futures mutual funds used in Efficient Portfolios

may not perform successfully. In these cases, there will be little diversification benefits with this alternative. You are encouraged to discuss the pros and cons of these alternatives with your Advisor.

Typically, we require you to sell securities in order to make funds available to purchase the assets that meet the standards of Efficient Portfolios. In these situations, there may be adverse tax consequences to you and we recommend that you consult your tax professional to explore these consequences prior to executing our Investment Management Agreement.

In addition, we are subject to Cybersecurity Risk which is the risk related to unauthorized access to the systems and networks of Efficient and its service providers. The computer systems, networks and devices used by Efficient and service providers to us employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons and security breaches. Despite the various protections utilized, systems, networks or devices potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach. Cybersecurity breaches can include unauthorized access to systems, networks or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow or otherwise disrupt operations, business processes or website access or functionality. Cybersecurity breaches cause disruptions and impact business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or other compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issues of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers and other financial institutions; and other parties. In addition, substantial costs may be incurred by those entities in order to prevent any cybersecurity breaches in the future.

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 their Advisor.

Item 9 - Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Efficient Advisors, LLC or the integrity of our management. No legal or disciplinary events have been initiated against Efficient. Accordingly, we have no information that applies to this item.

Item 10 - Other Financial Industry Activities and Affiliations

We are required to disclose material relationships that we may have with related financial industry participants. In addition, we are required to disclose any conflicts of interest that these material relationships may create and provide you with information on how we address conflicts.

Efficient Advisors, LLC is wholly owned by Fiduciary Services Group, LLC ("FSG"). FSG has other subsidiary companies that are affiliated with Efficient due to this common ownership. The Advisor Lab, LLC ("The Lab") is a sales and marketing company that markets its services to financial professionals, some of whom may also be advisors to Efficient's clients. PCS Retirement, LLC ("PCS") is a retirement plan recordkeeper and third-party administrator. Fiduciary Advisors, LLC ("FA") is an SEC registered investment adviser and sponsor of a wrap fee program called ManagedPlan. AdvisorTrust, LLC ("AT") is a non-depository trust company. Aspire Financial Services, LLC ("Aspire") is a retirement plan recordkeeper. Alliance Benefit Group Rocky Mountain ("ABGRM") is a retirement plan recordkeeper and third-party administrator. ABGRM wholly owns Alliance Benefit Group Consultants ("ABGC"), and ABGC is an SEC-registered investment adviser. Mark Klein, and Gerrit Fedele are officers of FSG and its subsidiary companies. Mr. Klein is an indirect owner of FSG and Mr. Fedele is a direct owner of FSG. Therefore, Mr. Klein and Mr. Fedele have an indirect ownership interest in Efficient Advisors.

The way that we address any conflicts created by these relationships is by disclosure of the relationships, proper supervision, and upholding Efficient's Code of Ethics. We review our supervised persons' personal trading activities quarterly and our Chief Compliance Officer maintains regular and frequent contact with each of our supervised persons.

We have arranged with William Z. Suplee IV, CFA, CFP®, ChFC®, to act as a member of our investment committee. Mr. Suplee is President of Structured Asset Management, a Pennsylvania registered investment adviser. His role on our investment committee is to provide his advice regarding our model allocations, specific security selection and operational issues that impact the portfolios such as rebalancing. We recognize that this arrangement may create a conflict of interest in that Mr. Suplee could provide advice that is contrary to advice he provides to clients of Structured Asset Management. We believe that this conflict is minimal since our investment committee has not given Mr. Suplee final authority to determine investments or their allocations, but merely relies on him to contribute his suggestions and experience to our decision-making process.

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

Efficient has adopted a formal Code of Ethics. This Code of Ethics includes requirements to make sure that we meet our fiduciary responsibilities:

1. We will put your interests before our interests.
2. You have the right to specify your investment objectives, guidelines, and/or conditions on the overall management of your account.
3. We will not make investment decisions for our personal portfolios if the decision is based on information that is not also available to the investing public.

4. We will not participate in private placements or initial public offerings (IPO's) that may affect your investments without disclosure to you.
5. We always make every effort to comply with all applicable federal and state regulations governing registered investment advisers.

The full text of our Code of Ethics is available to you on request.

On occasion, we may buy or sell securities that we recommend to clients. This practice would create a conflict of interest if the transactions were structured to trade on the market impact caused by recommendations made to our clients. Our clients' transactions and our own transactions usually trade in sufficiently broad markets where these transactions will not have an appreciable impact on the securities' market value. Our Chief Compliance Officer reviews our personal transactions quarterly to make sure that our personal transactions are consistent with advice given to clients.

Item 12- Brokerage Practices

Selection of Brokerage and Custodial Services

You are free to select any brokerage firm or custodian you choose, as long as Efficient has established a relationship with them, can establish a relationship and/or is willing to establish one. Efficient is under no obligation or requirement to establish custodian relationships. We do so at our sole discretion.

Efficient may recommend that you establish brokerage accounts with TD Ameritrade Institutional, a division of TD Ameritrade, Inc. and TD Ameritrade Clearing, Inc., both registered broker-dealers and members of SIPC, to maintain custody of your assets and to effect transactions in your account. We believe that TD Ameritrade provides a high level of service at low transaction rates. TD Ameritrade seems to provide professional services, competitive transaction rates, volume discounts, negotiated execution prices, research and other services. Research services provided by TD Ameritrade are available to all of our clients, not just those who have accounts with TD Ameritrade. TD Ameritrade generally does not charge separately for custody but is compensated through commissions or other transaction-related fees for securities trades that are executed through TD Ameritrade or that settle into TD Ameritrade accounts.

In addition, we find that often Advisors and their clients have established relationships with Charles Schwab & Co., Inc. Because of this, we have developed a relationship with Schwab Institutional ("Schwab"), a division of Charles Schwab & Co., Inc. Your Advisor may recommend that new clients establish brokerage accounts with Schwab to maintain custody of clients' assets and to execute transactions in your accounts. Schwab provides Efficient with access to its trading and custody services, which may be generally available to independent investment advisors on an unsolicited basis, at no charge. We are not required to commit any specific amount of business (assets in custody or trading) to Schwab. Schwab's services include brokerage, custody, research, and access to mutual funds and other investments that may usually require a significantly higher minimum initial investment. Schwab generally does not charge separately for custody but is compensated through commissions or other transaction-related fees for securities trades that are executed through Schwab or that settle into Schwab accounts.

There may be brokerage and execution services available elsewhere at lower cost.

Efficient's Agreements with Certain Brokerage Firms

From time to time, we enter into agreements with brokerage firms where we pay a fee to the brokerage firm in exchange for access to its representatives. This access includes opportunities to speak to groups of representatives, participate in conferences sponsored by the brokerage firm, counsel with individual representatives, and provide Efficient's marketing material to representatives who may decide to refer clients to us. This fee is normally calculated based on a percentage of revenue generated by client relationships resulting from these referrals or is based on a fixed fee agreement. Under certain of these arrangements, when a predetermined level of assets under management is reached, this fee may be increased.

Directed Brokerage

If you direct us to use a specific brokerage firm for brokerage or custodial services, you should be aware that there may be brokerage and execution services available elsewhere at lower cost. If your accounts are invested in mutual funds or variable annuities, these directed brokerage arrangements might limit the investment options for Efficient to use in managing your account. Often the reasons for a brokerage firm to limit these options are many, such as the brokerage firm offers only its proprietary mutual funds or variable annuities or is paid a higher commission when the volume of a particular product attains a certain level. In addition, in directed brokerage arrangements, you are responsible for negotiating the brokerage firm's commission rates and other fees. Accordingly, you should consider whether directing brokerage to a particular firm may result in certain costs or disadvantages to you, either because you may pay higher commissions or obtain less favorable execution, or the designation limits the mutual fund and variable annuity options we use to manage your account (e.g., to "load" fund families or certain variable annuity products).

Clients subject to ERISA are required to confirm with Efficient that they have the authority to make the direction and that there are no provisions in their plan documents which are inconsistent with the direction to a particular brokerage firm. In addition, you must confirm that the brokerage and other services provided by the brokerage firm are provided solely to plan, plan participants and their beneficiaries. ERISA requires that the amounts paid for the brokerage and other services are reasonable, that expenses paid by the brokerage firm on the plan's behalf are expenses that the plan would otherwise be obligated to pay, and that the specific brokerage firm is not a party in interest of the client or the plan as defined under applicable ERISA regulations.

Aggregated Orders

When buying or selling the same securities for several clients at approximately the same time, Efficient may, but is not obligated to, combine or batch orders. Usually, we benefit when we batch orders because of several factors that may not occur if the orders are placed independently. These benefits may include:

- time savings,
- better execution prices,
- negotiation of more favorable transaction rates, or

- a more equitable allocation of prices or other costs among clients.

When aggregating, we usually average the transaction's price and costs, and then allocate among clients in an equitable way. Transactions made by different brokerage firms often carry different expenses and, as a result, it is possible to pay higher transaction costs, or greater spreads, or receive less favorable net prices on transactions than would otherwise be the case. We do not receive any additional compensation or remuneration of any kind because of the aggregation of client transactions

Item 13 - Review of Accounts

Under the direction of the Chief Compliance Officer, qualified operations staff reviews each account after the entry of transactions and related reports received from the brokerage firm handling the account. Periodically a review of all accounts is conducted to determine if rebalancing and/or reallocating is necessary. Rebalancing involves reallocating assets to original asset targets and may also involve setting new target asset categories and/or new investment percentages. The frequency of rebalancing will vary based on your custodian and the Portfolio(s) that you have selected. Efficient reserves the right to alter this methodology at any time and without prior notice.

We provide you with quarterly reports relating to the performance and holdings in your account. You will receive confirmations of each transaction from your brokerage firm and/or custodian. Your brokerage firm and/or custodian will send you account statements at least quarterly, and usually monthly. We urge you to compare these statements with reports that you receive from us. If there are any discrepancies, please contact us.

Item 14 - Client Referrals and Other Compensation

Compensation to Others

Efficient has several arrangements where we pay unaffiliated third parties. Generally, these arrangements are with independent financial planners, investment advisers, CPAs, and brokerage firms and their representatives who refer clients to Efficient.

These arrangements may serve as an inducement to them to refer clients to Efficient. The general circumstances for these arrangements are:

1. Efficient pays third parties for referring clients to Efficient Advisors. These arrangements are called "Solicitor's Agreements" and are permitted under federal regulations. Your Advisor is termed a "Solicitor" under Rule 206(4) (3) of the Investment Advisers Act of 1940. Among other things, your Advisor is required to disclose to you, in writing, the amount Efficient pays and this amount can be found on Schedule B "Advisor Fee Disclosure Statement" of your Investment Management Agreement. In many circumstances, your Advisor is associated with or a representative of an investment adviser firm and/or a brokerage firm. The referral fee earned by your Advisor is often paid to the investment adviser firm and/or brokerage firm on behalf of your Advisor. In these cases, your Advisor receives a portion of the

total referral fee from the investment adviser firm and/or brokerage firm, depending on his arrangement with his firm.

2. Efficient pays a fee to some brokerage firms for the privilege of speaking to their representatives. For more information about this, see *Efficient's Agreements with Certain Brokerage Firms* under "Brokerage Practices" above.
3. Efficient may cover certain marketing and administrative costs, which would normally be borne by your Advisor. Our payment to your Advisor will naturally increase the net revenue to your Advisor, and therefore gives your Advisor an incentive to refer clients to Efficient instead of an alternative portfolio manager.
4. Efficient may offer your Advisor for his client referrals a reduced subscription rate to The Advisor Lab's suite of products. This discount is generally scaled based on the total amount of assets referred by your Advisor and may result in your Advisor receiving the subscription at no cost.
5. Efficient may also pay other Financial Advisors for providing administrative and marketing support to your Advisor.
6. If Efficient manages your Advisor's personal, family and/or employees' accounts, Efficient's employees' and/or family accounts, or other associated persons' personal and/or family accounts, we typically charge a reduced management fee and may waive the fee completely.

Non-Cash Compensation

As discussed in *Selection of Brokerage and Custodial Services* under "Brokerage and Custodian Services" above, we participate in TD Ameritrade's and Schwab's institutional programs. There is no direct link between our participation in the program and the investment advice we give to our clients. However, Efficient receives economic benefits through participation in the program. These benefits include:

- receipt of duplicate client confirmations;
- access to a trading desk
- ability to aggregate transactions for execution and then allocate to client accounts;
- ability to have advisory fees deducted directly from client accounts;
- access to an electronic communications network for client order entry and account information;
- access to mutual funds with no transaction fees and to certain institutional money managers; and
- discounts on, marketing, technology, compliance and practice management or services provided by third party vendors.

These benefits do not depend on the amount of brokerage transactions directed to TD Ameritrade or to Schwab and may benefit Efficient without additional benefits to our clients.

Many of these services generally may be used to service all or a substantial number of our client accounts, including accounts not maintained at TD Ameritrade or Schwab.

While our goal is always to act in your interests, our recommendation that you maintain your account at TD Ameritrade or Schwab could be based in part on the benefits we receive. We have developed a review procedure to address these conflicts: Quarterly, we review TD Ameritrade's and Schwab's quality of execution reports to make sure that execution quality is in line with other brokerage firms. Annually, we compare their costs and benefits to similar brokerage firms. It may be that the advantages of a consolidated account with centralized bookkeeping and reporting, direct access to funds with a single telephone call, and cheaper commission rates on individual stocks and bonds than are available through other brokerage firms far outweigh some of the costs of doing business with TD Ameritrade and/or Schwab.

Item 15 - Custody

All investments will be held in your name and you have the right to withdraw any individual investment in kind as well as to vote any investment shares held in your account.

We do not intend to have custody of any of your funds or securities. This is a reason you will use an independently qualified custodian or brokerage firm to maintain your funds and securities.

You will not authorize Efficient or your Advisor to withdraw or transfer any money, securities or property held in your account, except for the withdrawal of our advisory fees. We do not accept funds and securities on your behalf, nor do we issue instructions to your custodian for withdrawals of funds or securities without a written instruction from you for each withdrawal.

Periodically, you will receive account statements from your brokerage firm or custodian. You will also have access to reports from us on our website. We urge you to compare account statements you receive from your brokerage firm or custodian with these reports. Please let us know if there are any discrepancies.

For those retirement accounts that use AdvisorTrust ("AT") as their custodian, Efficient is deemed to have custody because Efficient and AT share common ownership. However, Efficient does not have access to your account other than to place trades and submit our management fee for payment from account assets.

Item 16 - Investment Discretion

You will give Efficient the authority to use discretion in the selection and amount of securities to be bought or sold, and commissions paid. Our investment authority may be subject to specified

investment objectives, guidelines, and/or conditions imposed by you in writing prior to inception of the Efficient Portfolio.

Item 17 - Voting Client Securities

Efficient will not take any action or give any advice about voting of proxies solicited by the issuers of your securities. On rare occasions and only at your specific request will we offer advice about corporate actions and the exercise of proxy voting rights. Although Efficient has discretion over client accounts, Efficient will not be responsible for handling client claims in class action lawsuits involving securities owned by you.

Item 18 - Financial Information

Efficient is required to provide you with certain financial information or disclosure about its financial condition. Efficient has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients nor has it been the subject of a bankruptcy proceeding.