



Scottsdale Wealth Planning, Inc.

Form ADV Part 2A – Disclosure Brochure

Effective: March 22, 2023

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Scottsdale Wealth Planning, Inc. ("SWP" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (480) 550-8555.

SWP 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 SWP to assist you in determining whether to retain the Advisor.

Additional information about SWP and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 169248.

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://scottsdalewealthplanning.com>

Item 2 – Material Changes

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

SWP 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. SWP encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

Since Scottsdale Wealth Planning's previous annual amendment filing on March 3, 2022, the Firm Brochure has been amended at Item 4. Advisory Services and Item 5. – Fees and Compensation to include additional details about the usage of the Amplify Platform and the availability of Independent Managers.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in our 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 SWP.

You may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm's name or firm's CRD# 169248. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (480) 550-8555.

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
A. Firm Information	4
B. Advisory Services Offered	4
C. Client Account Management	5
D. Wrap Fee Programs	6
E. Assets Under Management	6
Item 5 – Fees and Compensation	6
A. Fees for Advisory Services	6
B. Fee Billing	6
C. Other Fees and Expenses	7
D. Advance Payment of Fees and Termination	7
E. Compensation for Sales of Securities	7
Item 6 – Performance-Based Fees and Side-By-Side Management	7
Item 7 – Types of Clients	8
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	8
A. Methods of Analysis	8
B. Risk of Loss	8
Item 9 – Disciplinary Information	9
Item 10 – Other Financial Industry Activities and Affiliations	9
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	10
A. Code of Ethics	10
B. Personal Trading with Material Interest	10
C. Personal Trading in Same Securities as Clients	10
D. Personal Trading at Same Time as Client	10
Item 12 – Brokerage Practices	10
A. Recommendation of Custodian[s]	10
B. Aggregating and Allocating Trades	11
Item 13 – Review of Accounts	11
A. Frequency of Reviews	11
B. Causes for Reviews	11
C. Review Reports	11
Item 14 – Client Referrals and Other Compensation	12
A. Compensation Received by SWP	12
B. Client Referrals from Solicitors	12
Item 15 – Custody	12
Item 16 – Investment Discretion	13
Item 17 – Voting Client Securities	13
Item 18 – Financial Information	13

Item 4 – Advisory Services

A. Firm Information

Scottsdale Wealth Planning, Inc. (“SWP” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commissions (“SEC”). The Advisor is organized as a Corporation under the laws of the State of Arizona in 2003. Mr. Ohanian has been conducting advisory services under the business name Scottsdale Wealth Planning, Inc. since 2003, but became a registered investment advisor in January 2014. SWP is owned and operated by Mr. Paul Ohanian, CFP®. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by SWP.

B. Advisory Services Offered

SWP offers investment advisory services to individuals and high net worth individuals (each referred to as a “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. SWP’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

SWP provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and consulting services. SWP works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. SWP will then construct a portfolio, consisting of individual stocks and bonds, as well as diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also include commodities, options contracts, currencies, interest rate investments, REITs, Master Limited Partnerships (“MLPs”), private funds, closed-end funds, and other types of investments in Client portfolios, as appropriate, to meet the goals of a particular Client. Please see Item 8 for investment risks. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

SWP’s investment approach is primarily long-term focused, but the Advisor 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. SWP 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.

SWP evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. SWP may recommend, on occasion, redistributing investment allocations to diversify the portfolio. SWP may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

At no time, will SWP accept or maintain custody of a Client's funds or securities, except for 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 agreement, please see Item 12 – Brokerage Practices.

Financial Planning Services

SWP will typically provide a variety of financial planning services to individuals and families, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. SWP may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. The Advisor typically offers its Clients an ongoing financial planning engagement on a quarterly fee basis. Please see Item 5 for more details.

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 pose a conflict, as it would increase the 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.

Amplify Platform

SWP investment adviser representatives utilize the Amplify Platform, the Amplify Platform provides back-office operational support services such as administrative, trading, and reporting services and/or gain access to and select from independent third-party managers available through the Amplify Platform.

Upon executing the Platform Agreement, the investment adviser firm or investment professional shall be considered a Platform Member. Platform Members may choose to receive certain back-office services, such as administrative, trading and reporting services and/or to select independent third-party managers to manage underlying client assets on a sub-advisory basis. Platform Members may choose to allocate all or a portion of their underlying client's assets among the different independent investment managers available through the Amplify Platform on a discretionary basis.

Platform Members shall have a direct contractual relationship with each of their underlying clients and obtain, through such agreements, the authority to engage Amplify Platform for services rendered through the Platform. SWP engages unaffiliated investment advisers to service Platform Members as sub-advisers. Sub-advisers available through the Amplify Platform will perform discretionary investment management services and shall manage, invest and reinvest the Platform Member's underlying client assets designated by the Platform Member. As such, a selected manager(s) shall be authorized, without prior consultation with the Platform Member or the underlying client, to buy, sell trade or allocate the underlying client's assets in accordance with the underlying client's investment objectives and to deliver instructions in furtherance of this responsibility to the underlying client's

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

broker-dealer and or custodian.

Platform Members retain responsibility for the underlying client relationship, including the initial and ongoing suitability determination. Platform Members shall also retain the responsibility for implementing client investment recommendations in accordance with the Platform Member's fiduciary duty to the underlying client. Platform Members are responsible for obtaining and furnishing information pertaining to sub-advisor selection and underlying client account guidelines along with any reasonable account restrictions.

Please note: SWP's investment adviser representatives are required to utilize the various services available through the Amplify Platform. Therefore, SWP clients may incur fees in addition to the fee associated with the advisory services provided to the client.

C. Client Account Management

Prior to engaging SWP to provide investment 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 – SWP, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – SWP 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 – SWP will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – SWP will provide investment management and ongoing oversight of the Client's portfolio[s].

D. Wrap Fee Programs

SWP does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by SWP.

E. Assets Under Management

As of December 31, 2022, SWP managed \$102,433,758 in Client assets, all of which are managed on a discretionary basis.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

A. Fees for Advisory Services

Investment Management 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 each calendar quarter. Investment advisory fees are based on the following schedule:

Assets Under Management	Annual Rate
Up to \$1,000,000	1.50%
\$1,000,000 and Over	1.00%

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

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 are 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 SWP will be independently valued by the Custodian. SWP will conduct periodic reviews of the Custodian's valuations. For certain Clients, financial planning fees are included as a part of their overall investment advisory fee.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction 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.

Financial Planning Services

SWP typically offers initial financial planning services as a part of its investment advisory services at no cost to the Client. SWP also offers ongoing financial planning and support services for an annual fee, paid quarterly in advance. Annual fees for financial planning services are based upon advised assets of up to 1.00% or a fixed fee basis of up to \$10,000, depending on the nature and complexity of services, frequency of Client interactions and each Client's circumstances. Generally, the Advisor will impose a minimum fee of \$5,000 for financial planning services, which may be waived at the discretion of the Advisor. Fees may be reduced if the Advisor manages the Client's assets, pursuant to the financial planning agreement.

Amplify Platform

Amplify charges a "Platform Fee" based upon the services selected and the amount of assets placed on the Amplify platform. Amplify retains a portion of the Platform Fee as compensation for providing and administering the Amplify platform and maintaining the relationships with the third-party vendors and managers available to Platform Members.

The Platform Fee may or may not include custodial transaction charges depending on if the independent manager selected on the Amplify platform provides its services on a Wrap Fee basis or not. However, the Program Fee does not cover any margin interest, national securities exchange fees, charges for transactions not executed through the custodian ("tradeaway fees"), costs associated with exchanging currencies, fees and expenses charged by mutual funds or any investment company in which the assets may be invested. You should also understand that markups, markdowns and spreads charged by a dealer unaffiliated with the custodian may be included in the price of certain transactions executed on your behalf.

To the extent that a Portfolio Member engages an Independent Manager on a sub-advisory basis, a portion of the Platform Fee shall be paid to the Independent Manager as compensation for the management of the underlying client's assets designated for their management. The Platform Fee is negotiable and can range from 0.05% to 1.50%, annually, and may differ from client to client and shall vary based upon the independent manager selected from the Amplify platform based upon various subjective and objective factors.

Please note: As discussed above, SWP's investment adviser representatives are required to utilize the back-office support services available through the Amplify platform. Therefore, SWP clients may incur fees in addition to the fee associated with the advisory services provided to the client. Any such additional fee shall be clearly disclosed in the client's agreement.

Clients who participate in the Amplify platform program shall pay advisory fees to the Independent Managers who manage the underlying client assets on a sub-advisory basis. Fees paid to the Independent Managers are in addition to the platform and administrative fees charged by SWP and the advisory fee charged by your investment adviser as a Platform Member. Independent Manager fees are billed and collected in the same manner as the Amplify platform fee. Additional information regarding fee sharing and the fees charged by the Independent Manager is available at https://app.amplifyplatform.com/_f/e41cmp7h/programmanagers.

In addition, some Independent Managers on the Amplify platform may allocate underlying client assets to certain affiliated exchange-traded funds or mutual funds when developing their investment models. Certain of these managers share a portion of the fees they collect from mutual funds they manage with us to reduce the cost of maintaining access to their strategy on the Amplify platform.

Certain Independent Manager portfolio providers participating in the Amplify platform program may not charge management fees or may reduce such fees because they utilize their proprietary mutual funds and/or ETFs and receive fees from these proprietary funds. The pricing terms are routinely re-negotiated with individual sub-managers and or model providers, whereby Amplify, sub-manager, or model provider may receive a greater or lesser percentage of the Platform Fee than the current percentage at the time client (or their investment adviser) selected a particular investment strategy. In general, this reapportionment does not increase the Program fee that the underlying client pays. In the rarer case where the Program Platform Fee negotiations result in a need to increase the Program Platform Fee, the underlying client and/or client's Advisor/Platform member (if such Advisor has investment discretion to act on behalf of the Client) would be notified in advance of any increase in Program fees, with full opportunity to select another strategy in the Program or otherwise change Client's account.

Amplify Platform has entered into agreements with Independent Managers under which these managers pay Amplify a fee for, among other services, marketing, and support with respect to the underlying Independent Manager's platform models/strategies. Additionally, Independent Managers may refer or recommend their clients to invest via the Amplify platform. This arrangement creates an incentive for Amplify to maintain platform relationships with these Independent Managers over others that we may be considering. To mitigate these conflicts, Amplify does not take revenue-sharing payments into account when determining whether to retain Independent Managers.

Finally, the Independent Manager fee may be discounted for Investment Advisors who have a significant amount of assets invested on the Amplify platform. The amount of the discount is individually negotiated with each introducing Investment Advisor participating at Amplify's discretion.

Amplify Program fees and model/strategy fees charged by Amplify can be waived or reduced at its discretion. Such reduction or waiver does not require Amplify to continue to waive or reduce fees. Fees that have been waived, reduced, or negotiated by a Platform Member can cause fees to deviate from the Amplify standard advisory or Platform Fee schedule. None of the supervised persons associated with SWP accept any additional types of compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds. To mitigate the conflicts, Amplify manages the portfolios based on their investment objectives, our long-term capital forecasts, and your risk score. Further, you and your Investment Advisor, not Amplify, are responsible for selecting the most suitable portfolio for you. Amplify does not provide advice or recommendations regarding portfolio selections.

B. Fee Billing

Investment Management Services

Investment advisory fees are calculated by the Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall instruct the Custodian as to 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 SWP at the end of each quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by SWP 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

Financial planning fees are invoiced quarterly in advance and are due upon receipt.

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than SWP, 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 and executing broker-dealer (if separate), as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The investment advisory fee charged by SWP is separate and distinct from these custody and execution fees.

In addition, all fees paid to SWP 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 SWP, but would not receive the services provided by SWP 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 SWP to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Management Services

SWP is compensated for its services in advance of the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement with SWP, at any time, by providing advance written notice to the other party. The Client may also terminate the investment management 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 investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services

Financial planning services, offered as an ongoing engagement, shall be perpetual in nature and will continue indefinitely, unless terminated by either the Advisor or the Client. Planning fees are generally collected in advance of the billing period, pursuant to the terms of the agreement. Either party may terminate a planning agreement, at any time, by providing advance written notice to the other party. In addition, the Client may also terminate the agreement within five (5) business days of signing the Advisor's financial planning agreement at no cost to the Client. Upon termination, the Advisor will refund any unearned, prepaid fees on a pro-rata basis. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

SWP does not buy or sell securities for commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

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

SWP 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

SWP provides investment advisory services to individuals and high net worth individuals. 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. SWP generally requires a minimum relationship size of \$1,000,000, which may be reduced at the sole discretion of the Advisor.

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

A. Methods of Analysis

SWP primarily employs a fundamental analysis method in developing investment strategies for its Clients. Research and analysis from SWP is 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.

As noted above, SWP generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. SWP 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, SWP 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. SWP 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.

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.

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 the 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 investment approach. The Advisor will assist the Client in fully understanding these investment risks.

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

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 ETFs 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 has 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 mutual funds 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

Paul Ohanian and the Advisor underwent a regulatory action for allegedly omitting material facts to participants of a pooled commodities vehicle. The regulatory action resulted in a prohibition from trading commodities for four years or affiliating with a registered commodities entity. In addition, a monetary fine and restitution was paid.

Additional details and backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or by CRD# 169248.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

Mr. Ohanian is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Ohanian's role with the Advisor. Mr. Ohanian will receive customary commissions and other related revenues from the various insurance companies whose products are sold. 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. Ohanian or the Advisor.

Succession Plan

As a fiduciary, Scottsdale Wealth Planning, Inc. has certain legal obligations, including the obligation to act in clients' best interest. Scottsdale Wealth Planning, Inc. maintains a Business Continuity and Succession Plan and seeks to avoid a disruption of service to clients in the event of an unforeseen loss of key personnel, due to disability or death. To that end, Scottsdale Wealth Planning, Inc. has entered into a succession agreement with Buckingham Strategic Wealth LLC, effective February 2018. Scottsdale Wealth Planning, Inc. can provide additional information to any current or prospective client upon request to Paul C. Ohanian, Founder, and Chief Executive Officer at (480) 550-8555 or pohanian@scottsdalewealthplanning.com.

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

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

A. Code of Ethics

SWP has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with SWP ("Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. SWP and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of SWP Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code of Ethics, please contact the Advisor at (480) 550-8555.

B. Personal Trading with Material Interest

SWP allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. SWP 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. SWP does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

SWP 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 are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Client's and mitigated through policies and procedures. As noted above, the Advisor has adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons 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 SWP 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 SWP 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 SWP, or any Supervised Person of SWP, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

SWP 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 SWP to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, SWP does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where SWP 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 SWP. However, the Advisor may not be able to deliver the same services to Client as provided to other Clients. SWP may recommend the Custodian based on criteria such as, but not limited to, the reasonableness of commissions charged to the Client, services made available to the Client, its reputation, location of the Custodian's offices and/or the services provided to the Advisor. SWP 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

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

serve as the Client's "qualified custodian." SWP 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. **SWP does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. SWP receives certain benefits in connection with its institutional relationship with Schwab. Please see Item 14 below.**

2. Brokerage Referrals - SWP 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 SWP 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]). SWP 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. SWP will execute its transactions through the Custodian as authorized by the Client. SWP 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

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Paul Ohanian, Founder, Chief Compliance Officer, and Chief Executive Officer of SWP. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A. above, 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 SWP 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.

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by SWP

SWP does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party, other than described below. SWP may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, SWP may receive referrals of new Clients from a third-party.

Insurance Agency Affiliations

As noted in Item 10, Mr. Ohanian is a licensed insurance professional and may receive commissions for the implementation of insurance products. Please see Item 10.

Participation in Institutional Advisor Platform

SWP has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like SWP. As a registered investment advisor participating on the Schwab Advisor Services platform, SWP 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 to SWP that may not benefit the Client, including: educational conferences and events 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. SWP believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

B. Client Referrals from Solicitors

SWP does not engage paid solicitors for Client referrals.

Item 15 – Custody

SWP 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 SWP to utilize the Custodian for the Client's security transactions. SWP encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>

have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

SWP has discretion over the selection and amount of securities to be bought or sold in a Client's account[s] 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 SWP.

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 SWP will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

SWP 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

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

Scottsdale Wealth Planning, Inc.
7033 E. Main Street, #104, Scottsdale, AZ 85251
Phone: (480) 550-8555 * Fax: (480) 550-9555
<http://www.scottsdalewealthplanning.com>