

Brilliant Advice®

Client Disclosure Brochure
(Part 2A of Form ADV)
March 29, 2023

Brilliant Advice, LLC
8044 Montgomery Road, Suite 260
Cincinnati, Ohio 45236

Telephone: 513-476-1970
www.brilliantadvice.net

This client disclosure brochure provides information about the qualifications and business practices of Brilliant Advice, LLC (“Brilliant Advice”). This disclosure information should be carefully considered before you become a client of Brilliant Advice. If you have any questions about the contents of this brochure, please contact Cern Basher, Chief Compliance Officer at 513-476-1970 or by email at cern@brilliantadvice.net.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Brilliant Advice is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with the information about which you may determine to hire or retain an adviser.

Additional information about Brilliant Advice is available on the SEC’s web site at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as the CRD number. The CRD number for Brilliant Advice is 282891.

Item 2 Material Changes

This Client Disclosure Brochure dated March 29, 2023 replaces the previous version dated June 2022. Brilliant Advice has an obligation to disclose material changes within this Brochure.

Brilliant Advice is no longer eligible for SEC registration.

We will provide you with a new Brochure as necessary based on changes or new information, at any time, without charge. Currently, our Brochure may be requested by contacting:
cern@brilliantadvice.net

Additional information about Brilliant Advice is also available via the SEC's web site www.adviserinfo.sec.gov. The SEC's web site also provides information about any persons affiliated with Brilliant Advice who are registered, or are required to be registered, as investment adviser representatives of Brilliant Advice.

Important Information: Throughout this document Brilliant Advice shall also be referred to as "Brilliant Advice," "the firm," "our," "we" or "us." These terms are utilized for the reader's ease of use while reviewing the brochure and are not meant to imply the firm is larger than it may be at the time of publication. The client or prospective client may be also referred to as "you," "your," etc., and refers to a client engagement involving a single person as well as two or more persons or an organization. The term "advisor" and "adviser" are used interchangeably where accuracy in identification is necessary (URLs, etc.).

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Item 4 Advisory Business

Firm Description and Principal Owners

Brilliant Advice is a registered investment adviser with an office in Cincinnati, Ohio. Brilliant Advice was founded as a limited liability company on January 14, 2016 in the state of Delaware. Cern Basher, CFA is Brilliant Advice's Chief Investment Officer, and CCO. Brilliant Advice is owned by Cern Basher, and Danya Karram. Brilliant Advice is registered with the SEC as an investment adviser.

Brilliant Advice offers financial advice so that our clients can confidently live their lives.

To best serve clients, Brilliant Advice is committed to providing a great client experience by utilizing a high-efficiency, technology driven service model, and providing transparent and consistent pricing to all clients. Brilliant Advice only receives compensation – in one form – directly from its clients. We desire to know our clients as individuals. We value regular communication and contact with our clients.

Brilliant Advice provides unbiased wealth counseling and investment advisory services to its clients based on their individual needs and circumstances. These services are provided to individuals, families and their related entities, trusts and estates, and family businesses. Brilliant Advice may also serve business entities, pension and profit sharing plans and charitable organizations.

Assets under the direct management of Brilliant Advice are held by independent custodians, including Charles Schwab, TD Ameritrade Institutional, a division of TD Ameritrade, Inc. Member FINRA/SIPC ("TD Ameritrade"), TIAA-CREF, and others, in the client's name. Brilliant Advice does not act as a custodian of client assets.

Types of Advisory Services

Initial meetings are held to determine if our services can benefit you. Before we provide any advisory services, we must first enter into a written agreement with you, our Client Engagement Agreement. Thereafter, discussion and analysis will be conducted to determine such things as your financial needs, goals, values and beliefs, risk tolerance and capacity, holdings, and other financial and non-financial information. It is important that the information and/or financial statements you provide are accurate, as these form the basis of advice we will provide you. Our firm is not obligated to verify the information provided, which will then be used in the advisory process.

Wealth Counseling and Investment Advisory Services

Brilliant Advice's Wealth Counseling services may include:

1. A discovery process that seeks to determine what is important to you and your priorities, in an effort to help improve your financial decisions and outcomes. We may consider factors such as your personal situation, income needs, time horizon, liquidity needs, legal and tax constraints, risk tolerance, inter-generational issues, and special needs.
2. A collaborative financial planning process that is designed to create a roadmap as you seek to reach your priorities. The financial planning process may include a review of your cash flow and expenses, income tax analysis, review and analysis of employer benefits, life transitions and probability analysis, educational funding analysis, estate planning analysis, risk management review and your unique circumstances. Our models test how well your desired expenses match your expected financial resources. Financial planning is a process not a product and each client is unique. No additional fees are charged for this portion of the process.
3. Financial data and documents into an online client portal that is accessible on any device 24 hours per day, seven days per week. A portfolio position summary and risk analysis.
4. Creating an investment plan that seeks to achieve your financial objectives.
5. On-demand reporting of investment results via your online client portal.
6. On-going review of progress towards goals and collaborating in making any necessary adjustments.

Brilliant Advice's Investment Advisory services may include:

1. Discretionary investment management of portfolios using a variety of asset classes and investment vehicles that typically include mutual funds, exchange traded funds ("ETFs"), equity securities, fixed income securities, and other types of investment securities.
2. Implementation of the investment plan.
3. Continuous and active management of investment portfolios.
4. Apply discretion on the timing and the types of securities bought and sold, along with the percentage allocation.
5. Reinvesting mutual fund capital gains distributions.
6. Directing trades to the custodial agent.
7. Rebalancing portfolios, as needed, to conform to the documented asset allocation target in the Investment Strategy Statement.
8. Perform on-going research on financial markets and specific investments.
9. Tax aware management of portfolios where taxes are a consideration, including harvesting "tax losses" with the goal of reducing future tax liabilities and asset location (seeking to place assets in the optimal location to minimize income tax implications and/or maximize estate tax effectiveness).
10. Periodically communicating thoughts and decisions regarding the financial markets and/or individual investment selections.

Other services may include:

1. Interacting and coordinating with your other professionals.
2. Voting proxies on your behalf.
3. Providing account and transaction data to a third-party for Class Action Settlements.
4. Deducting management fees directly from the appropriate accounts.

Not every client makes use of all Brilliant Advice's services, as some are not requested, not necessary or are being provided by other professionals. In performing its services, Brilliant Advice is not required to verify any information received from you or from your other professionals. Please be advised that it remains your responsibility to promptly notify Brilliant Advice when there is any change in your financial situation and/or financial objectives for the purpose of reviewing, evaluating, or revising Brilliant Advice's previous recommendations and/or services.

Brilliant Advice and its investment advisor representatives will use its best judgment and good faith effort in rendering its services. Brilliant Advice cannot warrant or guarantee the achievement of a planning goal or any particular level of account performance or that your account will be profitable over time. Although Brilliant Advice generally recommends long-term investment strategies, we may recommend various short-term investment strategies to accommodate certain client goals or objectives. Past performance is not necessarily indicative of future results.

The Client Engagement Agreement you sign with our firm gives us discretionary authority to manage your account(s). Discretionary authorization on your account(s) is also granted by each account custodian, with your approval, by signing a limited power of attorney and/or trading authorization forms. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased and sold for your account without your approval prior to each transaction. We are also authorized to issue instructions to the account custodian(s) for operational matters of the account(s) without your approval. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account, or requesting the retention or avoidance of specific securities) by providing our firm with your restrictions and guidelines in writing, typically on the Investment Strategy Statement. In an effort to efficiently and timely deliver our services to our clients we do not offer non-discretionary services, except on specific accounts or for specific legacy or client selected assets as part of an overall discretionary relationship. In such situations, we may reduce our cost of services.

When Brilliant Advice provides investment advice to you regarding your retirement plan account or individual retirement account, Brilliant Advice is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way Brilliant

Advice makes money creates some conflicts with your interests, so Brilliant Advice operates under a special rule that requires Brilliant Advice to act in your best interest and not put our interest ahead of yours.

Limited Consulting/Implementation Services: To the extent specifically requested by the client, Brilliant Advice may provide limited consultation services to its clients on investment and non-investment related matters, such as estate planning, tax planning, insurance, etc. Brilliant Advice shall not receive any separate or additional fee for any such consultation services unless mutually agreed to prior to providing.

Brilliant Advice does not provide legal or tax advice, make loans, or offer accounting or insurance services. Neither Brilliant Advice, nor any of its representatives, serves as an attorney, accountant, or licensed insurance agent. Brilliant Advice may recommend other professionals (e.g. lawyers, accountants, insurance agents, bankers, other advisors, etc.) at your request. You are under no obligation to engage the services of any such recommended professional. Please note that if you engage any such recommended professional, and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from and against the engaged professional. Where appropriate, Brilliant Advice's advisors will work with your other professionals to ensure effective execution of suggested strategies. Brilliant Advice represents that there are no conflicts of interest in this process, however, should any ever arise they will be disclosed to you and managed in your best interest.

Client Obligations: In performing its services, Brilliant Advice shall not be required to verify any information received from you or from your other professionals, and is expressly authorized to rely upon the information so provided. Moreover, you are advised that it remains your responsibility to promptly notify Brilliant Advice if there is ever any change in your financial situation or investment objectives so that Brilliant Advice, if necessary, can re-evaluate or revise any previous recommendations or services we provided to you.

Disclosure Statement: A copy of this Brochure will be provided to you prior to, or at the same time as, the execution of the Client Engagement Agreement.

Securities Class Actions and Proofs of Claim: Brilliant Advice is not obligated to file, nor will it act in any legal capacity with respect to class action settlements or related proofs of claim. If requested by you, Brilliant Advice will do its best to provide you with the required documentation, if available. For clients that would like assistance to help monitor and file class action litigation claims, Brilliant Advice uses the services of Chicago Clearing Corporation ("CCC"), a company that specializes in the field of Class Action Claims. For clients that request the service, Brilliant Advice periodically provides CCC with the transaction history for the client's accounts and CCC subsequently monitors for any claims activity related to the securities that have been purchased in the client's account.

CCC will monitor each claim that applies to the client, collect the applicable documentation, interpret the terms of each settlement, file the appropriate claim form, interact with the administrators and distributes any award due for the client's benefit. For their services, CCC charges a contingency fee of 20%, which is subtracted from the client's award when it is paid. When a claim develops, CCC communicates directly with the claims administrator to file the claim on the client's behalf. CCC warrants that any specific client information they receive will be maintained as confidential and will not be used or disclosed for any reason, except for the completion of the claim itself.

Customized Services

Brilliant Advice provides investment advisory services specific to the needs of each client. The selection of investment vehicles may vary from one client to another. Prior to providing investment advisory services, an investment adviser representative will ascertain each client's investment objective(s). Thereafter, Brilliant Advice shall allocate and/or recommend that the client allocate investment assets consistent with the designated investment objective(s). You may, at any time, impose reasonable restrictions, in writing, on Brilliant Advice's services.

Wrap Fee Program

Brilliant Advice does not participate in a wrap fee program. Under a typical wrap-fee program, a client will pay the sponsor a single fee for management, brokerage, custody and other services provided under the program.

Regulatory Assets Under Management

As of March 29, 2023, Brilliant Advice managed \$83,278,339 million in regulatory assets under management. Discretionary assets totaled \$82,631,822 and non-discretionary assets totaled \$646,517.

Item 5 Fees and Compensation

Brilliant Advice's only sources of revenues are the fees that our clients pay us for our services. The firm does not receive commissions based on the client's purchase of any financial product, including insurance. No commissions in any form are accepted. No referral fees are paid or accepted. No benefits are received from account custodians based on client securities transactions ("soft dollar benefits"). Please see Item 12 for information regarding benefits that Brilliant Advice receives from Schwab and/or TD Ameritrade that are not based on client securities transactions.

Fees for Wealth Counseling and Investment Advisory Services

Individual Clients: Brilliant Advice's annual wealth counsel and investment advisory services fee is based upon a percentage (%) of the market value of the assets placed under Brilliant Advice's advisement. The fee is calculated as follows:

Assets Under Management	Annual Rate
First \$500,000	0.90%
From \$500,001 to \$1,000,000	0.80%
From \$1,000,001 to \$2,000,000	0.70%
From \$2,000,001 to \$3,000,000	0.60%
From \$3,000,001 to \$4,000,000	0.50%
From \$4,000,001 to \$5,000,000	0.40%
From \$5,000,001	0.30%

Fees are not negotiable. Our fees are extremely competitive relative to industry norms. Brilliant Advice does not discount its fees because some clients ask for fee discounts or are better negotiators. Any account level fee discounts offered will be applied to all clients.

Brilliant Advice does not charge a minimum annual fee. You will receive the benefit of reduced fees when your aggregated assets across all of your accounts reach the above stated assets under management breakpoints. There are multiple breakpoints, so that you have many opportunities to benefit from reduced fees as your portfolio grows. Accounts for those living at the same address may be considered one household (combined for breakpoint calculation and fee billing purposes).

Charitable entities: Although the fee schedule above is standard for all clients, in certain circumstances a charitable fee schedule may be used at the advisors discretion. The fee is calculated as follows:

Assets Under Management	Annual Rate
On all assets	0.10%

In offering this low fee rate is Brilliant Advice's way of maximizing its charitable impact in our community.

In certain circumstances, and at Brilliant Advice's discretion, our fees may be reduced on large cash balances or legacy positions. Brilliant Advice's employees who have accounts managed by the firm receive no fee discounts. Brilliant Advice's annual investment advisory fee shall include wealth consulting and investment advisory services, and, to the extent specifically requested by the client, some consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of Brilliant Advice), Brilliant Advice may charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client and mutually agreed to prior to the services being rendered.

For operational efficiency, Brilliant Advice requires clients to have their advisory fees debited from their custodial account(s). In some situations, this may require setting up an account specifically for debiting fees. Both Brilliant Advice's Client Engagement Agreement and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of Brilliant Advice's investment advisory fee and to directly remit that management fee to Brilliant Advice in compliance with regulatory procedures. Brilliant Advice shall deduct fees and/or bill clients monthly or quarterly in arrears, based upon the average daily market value of the assets during the billing period. Brilliant Advice does not collect any fees in advance.

The Client Engagement Agreement between Brilliant Advice and the client will continue in effect until terminated by either party upon 30 days written notice in accordance with the terms of the Client Engagement Agreement. Upon termination, Brilliant Advice shall debit the account for the pro-rated portion of the unpaid advisory fee based upon the number of days that services will be provided during the billing month or quarter.

In addition to our fees, clients may also pay additional charges imposed by their custodian, other brokers, mutual fund managers, and other third parties. Those charges may include: brokerage commissions, transaction fees, custodial fees, wire transfer and electronic fund transfer fees, and other fees and taxes on brokerage accounts and securities transactions. Brilliant Advice does not receive any portion of these commissions or fees. The Brokerage Practices section, further describes the factors that Brilliant Advice considers in selecting or recommending custodians for client accounts. Some other advisers may be compensated by 12(b)-1 payments, which are paid directly by mutual fund companies (e.g., those advisers also register as a broker/dealer). These advisers may choose to limit their mutual fund selections only to those mutual funds that make such payments. We do not accept 12(b)-1 payments, so our mutual fund selections are not limited to those that have 12(b)-1 fee arrangements. Furthermore, where Brilliant Advice utilizes third party investment managers for client accounts, those client accounts may also pay the additional advisory and other charges imposed by the selected third party manager(s).

A transaction cost is also charged by the SEC to sellers of securities that trade on stock exchanges. These costs are from Section 31(b) of the Securities Exchange Act of 1934 and

are charged to recover the cost associated with the government's supervision and regulation of the securities markets and securities professionals.

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

Brilliant Advice does not charge performance-based fees (fees based on a share of capital appreciation / growth of the assets of a client, such as a hedge fund), nor do we offer side-by-side management (we do not manage any proprietary investment funds or limited partnerships). Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client. However, the nature of asset-based fees allows Brilliant Advice to participate in the growth of your portfolio. This also means that our fees decline when your portfolio declines in value.

Item 7 Types of Clients

Brilliant Advice provides wealth management services to individuals, families and their related entities, trusts and estates, and family businesses. Brilliant Advice also serves charitable organizations. We have no minimum account requirement in order to become a client. We work best with those clients who are a good fit with both our wealth counseling approach and investment philosophy. We reserve the right to decline services to any prospective client for any non-discriminatory reason.

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

Brilliant Advice's investment philosophy serves as the basis for the investment strategies we provide our clients and is predicated upon the following tenets:

1. Investment decisions should be made with a long-term perspective.
2. Valuation matters – what you pay for an investment greatly determines its long-term return.
3. The future is unknowable and will always be – forecasting is fruitless. When building a portfolio, it is important to balance the risks.
4. Discipline is vital – emotional reactions can lead to poor outcomes.
5. Global view – investment opportunities are increased with a global opportunity set.
6. Market volatility is here to serve us – lower prices today create the opportunity for higher prices in the future.

Maximizing diversification and discipline, while minimizing expenses and emotion, are the core methods Brilliant Advice applies in designing investment portfolios. The primary investment strategy we use is often called strategic asset allocation, which includes investing in various global asset classes with disciplined rebalancing over time. Brilliant Advice primarily uses mutual funds and ETFs (rules-based indexing, market-capitalization indexing

and actively managed), but may use various individual equity (stocks), debt (bonds), and other fixed income securities, closed-end funds, and private partnerships in accordance with the client's designated investment objective(s). Brilliant Advice may also at times utilize third party investment managers who have specialized expertise in certain disciplines when appropriate for the client.

Index investing simply seeks to track a stated index or benchmark as closely as possible less applicable expenses. An investment vehicle that employs an index approach will not take defensive measures such as moving out of investments. Strategies involving index investing have the potential to be affected by "tracking error risk"; or a deviation from the benchmark. One cannot invest in a benchmark and benchmarks do not include fees.

The investment strategy for a specific client is based upon the objectives, income needs, and tax situation stated by the client during consultations. The client may change these objectives at any time. The client's goals and objectives are gathered and discussed during meetings and via correspondence with the client. Each client portfolio is constructed solely for that client and may not be constructed similarly to that of any other client.

Portfolios are generally globally diversified to increase the opportunity set to manage the risk associated with investing. Some portfolios may be constructed to suit a particular need and therefore may be less diversified. Brilliant Advice may utilize the following investment strategies when implementing investment advice given to clients:

Long Term Purchases (securities held at least a year) – the intent of most of the securities Brilliant Advice purchases.

Short Term Purchases (securities sold within a year) – sometimes are the result of some investment strategies Brilliant Advice pursues. Securities sold within a year are caused by actions taken by Brilliant Advice (e.g. objectives met, tax loss harvesting, moving to another more attractively priced security, etc.), or actions taken by others (e.g. mergers and exchanges, instructions from the client, etc.).

Margin Transactions (use of borrowed assets to purchase securities) – only used if so instructed by the client.

Options (contract for the purchase or sale of a security at a predetermined price for a specific period of time) – options and option strategies are rarely used, and only if so approved by the client.

Methods of analysis for securities include fundamental security analysis. Fundamental analysis examines a security's historical and forecasted data. For individual securities, it involves analyzing their financial statements, management, competitive advantages, competitors and markets.

Risk of Loss: The progress of the capital markets is unpredictable, and our analysis is not able to predict future investment returns. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or

investment strategy (including the investments and/or investment strategies recommended or undertaken by Brilliant Advice) will be profitable or equal any specific past or expected performance level(s). All investments can lose value and certain asset classes and/or specific securities that we choose may have poor returns for an extended period. A focus on long-term returns could cause us to ignore or be less concerned with near-term economic or market events. Your portfolio could lose money.

Brilliant Advice's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis Brilliant Advice must have access to current/new market information. Brilliant Advice has no control over the dissemination rate of market information; therefore, unbeknownst to Brilliant Advice, certain analyses may be compiled with outdated market information, severely restricting the value of Brilliant Advice's analysis.

Brilliant Advice's primary investment strategy (i.e. Long Term Purchases) requires a longer investment time period to allow for the strategy to develop. Shorter term investment strategies (i.e. Short Term Purchases) require a shorter investment time period to develop but, as a result of more frequent trading, may incur higher transactional costs and adverse tax consequences when compared to a longer term investment strategy. Every investment strategy has its own inherent risks and limitations.

In addition to the investment strategies discussed above, Brilliant Advice may also implement and/or recommend - use of margin, and/or options transactions. Each of these strategies generally has a higher level of inherent risk.

Margin is an investment strategy with a high level of inherent risk. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin. Please Note: To the extent that a client authorizes the use of margin, and margin is thereafter employed by Brilliant Advice in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to Brilliant Advice may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the potential conflict of interest whereby the client's decision to employ margin may correspondingly increase the management fee payable to Brilliant Advice. Accordingly, the decision as to whether to employ margin is left totally to the discretion of the client.

The use of options transactions as an investment strategy may involve a higher level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security

depending upon the nature of the option contract. Generally, the purchase or the recommendation to purchase an option contract by Brilliant Advice shall be with the intent of offsetting or “hedging” a potential market risk in a client’s portfolio. Please Note: Although the intent of the options-related transactions that may be implemented by Brilliant Advice is to hedge against principal risk, certain of the options-related strategies (e.g. straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept the increased volatility and principal risks associated with such strategies. Accordingly, the decision as to whether to employ option strategies is left totally to the discretion of the client.

Market Timing: We do not seek to time markets by making large shifts between stocks, bonds, alternatives, real estate, and cash. However, we may alter the asset mix of accounts around a portfolio’s long-term targets in response to such things as ever-changing relationships between interest rates, economic growth, earnings, exchange rates and stock prices.

Sub-Advisory Arrangements: Brilliant Advice may engage sub-advisors for the purpose of assisting Brilliant Advice with the management of its client accounts. The sub-advisor(s) shall have discretionary authority for the day-to-day management of the assets that are allocated to it by Brilliant Advice. The sub-advisor shall continue in such capacity until such arrangement is terminated or modified by Brilliant Advice.

Private Investment Funds: Brilliant Advice may provide investment advice regarding private investment funds. Brilliant Advice’s role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become a private fund investor, the amount of assets invested in the fund(s) shall be included as part of “assets under management” for purposes of Brilliant Advice calculating its investment advisory fee. Brilliant Advice’s clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

Important Note: Risk Factors: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund’s offering documents, which will be provided to each client for review and consideration. Unlike other liquid investments that a client may maintain, private investment funds may not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she/it is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment. If you terminate your engagement with us, you will remain subject to the terms of the partnership agreement governing the private investment. Termination of your engagement with us does not necessarily permit you to redeem your interest in such private investments.

Important Note: Valuation. In the event that Brilliant Advice references private investment funds owned by the client on any supplemental account reports prepared by Brilliant Advice, the value(s) for all such private investment funds shall reflect either the initial purchase and/or the most recent valuation provided by the fund sponsor. If the valuation reflects the initial purchase price (and/or a value as of a previous date), the current value(s) (to the extent ascertainable) could be significantly more or less than the original purchase price.

As detailed above, all investment strategies and methods of analysis carry the risk of loss that a client must be prepared to bear. Across the spectrum of assets classes and underlying investments that may be held in client accounts, the following additional risks may be applicable.

Interest-Rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.

Inflation Risk: When any type of inflation is present, a dollar today will not be as much as a dollar next year, because purchasing power is eroding at the rate of inflation.

Currency Risk: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.

Business Risk: These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

Financial Risk: Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many investors are interested in buying or selling a standardized product. Investing in an illiquid (difficult to trade) security may restrict the ability to dispose of that investment in a timely fashion or at an advantageous price, which may limit the ability to take full advantage of market opportunities.

Fixed Income Risks: Investments in fixed income securities are subject to several general risks, including interest rate risk, credit risk and market risk, which could reduce the yield that an investor receives from his or her portfolio. These risks may occur from fluctuations in interest rates, a change to an issuer's individual situation or industry or events in the financial markets.

High-Yield Fixed-Income Securities Risk: Investments in high-yielding, non-investment grade bonds (customarily referred to as "Junk Bonds") involve higher risk than investment grade bonds. Adverse conditions may affect the issuer's ability to make timely interest and principal payments on these securities.

Foreign, Emerging Markets Risk: Investments in these types of securities have considerable risks. Risks associated with investing in foreign securities include fluctuations in the exchange rates or foreign currencies that may affect the U.S. dollar value of a security, the possibility of substantial price volatility as a result of political and economic instability in the foreign country, less public information about issuers of securities, different securities regulation, different accounting, auditing and financial reporting standards and less liquidity than in the U.S. markets.

Small/Mid Cap Risk: Stocks of midsize or small emerging companies may have less liquidity of those of larger, established companies and may be subject to greater price volatility and risk than the overall stock market.

Cybersecurity: The computer systems, networks and devices used by Aveo Capital Partners and service providers to us and our clients to carry out routine business operations 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 may 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 additional compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences could result from cybersecurity breaches affecting issuers 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 these entities in order to prevent any cybersecurity breaches in the future.

Item 9 Disciplinary Information

Brilliant Advice and its employees have not been involved in any legal or disciplinary events related to past or present activities.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither Brilliant Advice, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Brilliant Advice, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. Brilliant Advice has no other relationship or arrangement with a related person that is material to its advisory business.
- D. Brilliant Advice does not receive, directly or indirectly, compensation from other investment advisors that it may recommend or select for its clients. In addition, Brilliant Advice does not have any other business relationships with any investment advisors that Brilliant Advice may recommend or select for its clients.

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

We have adopted a Code of Ethics for all employees of the firm describing our high standard of business conduct, and fiduciary duty to our clients. The Code of Ethics includes provisions relating to the compliance with regulatory and fiduciary obligations, prohibition of insider trading, and personal securities trading procedures, among other things. All of our employees must acknowledge the terms of the Code of Ethics annually, or as amended.

Our Code of Ethics requires, among other things, that employees:

- 1. Act with integrity, competence, diligence, respect, and in an ethical manner with the public, clients, prospective clients, employers, employees, colleagues in the investment profession, and other participants in the global capital markets.
- 2. Place the integrity of the investment profession, the interest of clients, and the

interests of the firm above one's own personal interests;

3. Adhere to the fundamental standard that you should not take inappropriate advantage of your position;
4. Avoid any actual or potential conflict of interest;
5. Conduct all personal securities transactions in a manner consistent with this policy;
6. Use reasonable care and exercise independent professional judgment when conducting investment analysis, making investment recommendations, taking investment actions, and engaging in other professional activities;
7. Practice and encourage others to practice in a professional and ethical manner that will reflect credit on oneself and the profession;
8. Promote the integrity of, and uphold the rules governing, capital markets;
9. Maintain and improve one's professional competence and strive to maintain and improve the competence of other investment professionals;
10. Comply with applicable provisions of the state and federal securities laws.

A complete copy of Brilliant Advice's Code of Ethics is available to any client or prospective client upon request to Cern Basher at the contact information provided at the beginning of this Brochure.

Brilliant Advice encourages its representatives to invest in the same securities it recommends for its clients. Brilliant Advice and/or representatives of Brilliant Advice may buy or sell securities that it also recommends to clients. This practice could create a situation where Brilliant Advice and/or representatives of Brilliant Advice are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation could create a potential conflict of interest. Although unlikely, practices such as "scalping" (i.e. a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Brilliant Advice did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e. personal trades executed prior to those of Brilliant Advice's clients) and other potentially abusive practices. Furthermore, all Access Persons are required to report each calendar quarter to the Chief Compliance Officer or his/her designee all reportable securities transactions.

Brilliant Advice has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Brilliant Advice's Access Persons (i.e. representatives who are involved in managing and trading in client accounts). Brilliant Advice's securities transaction policy requires that an Access Person of Brilliant Advice must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once

each twelve (12) month period thereafter on a date Brilliant Advice selects. Furthermore, Access Persons must provide the Chief Compliance Officer with a written report of the Access Person's transactions in certain securities within thirty (30) days of the end of each calendar quarter.

Brilliant Advice and/or representatives may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where Brilliant Advice and/or representatives could potentially benefit from the sale or purchase of those securities. Therefore, this situation could create a conflict of interest. As indicated above in Item 11.C., Brilliant Advice has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Brilliant Advice's Access Persons.

Item 12 Brokerage Practices

Wealth Counseling and Advisory Services

In the event that the client requests that Brilliant Advice recommend a custodian for execution and/or custodial services, Brilliant Advice generally recommends that investment management accounts be maintained at Schwab and/or TD Ameritrade. Brilliant Advice is independently owned and operated and not affiliated with Schwab or TD Ameritrade. Schwab and TD Ameritrade provide Brilliant Advice with access to its institutional trading and custody services, which are typically not available to their retail clients. Prior to engaging Brilliant Advice to provide investment management services, the client will be required to enter into a formal Client Engagement Agreement with Brilliant Advice setting forth the terms and conditions under which Brilliant Advice shall manage the client's assets, and a separate custodial/clearing agreement with each designated custodian.

Factors that Brilliant Advice considers in recommending Schwab and/or TD Ameritrade (or any other broker-dealer/custodian to clients) include historical relationship with Brilliant Advice, financial strength, reputation, execution capabilities, pricing, research, and service. Although the transaction fees paid by Brilliant Advice's clients shall comply with Brilliant Advice's duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified custodian might charge to effect the same transaction where Brilliant Advice determines, in good faith, that the transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Brilliant Advice will seek competitive rates, it may not necessarily obtain the lowest possible transaction fee rates for client account transactions. The transaction fees charged by the designated custodian are exclusive of, and in addition to, Brilliant Advice's advisory fee. Brilliant Advice's best execution responsibility is fulfilled if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

Research and Additional Benefits: Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Brilliant Advice may receive from Schwab and/or TD Ameritrade (or another custodian) without cost (and/or at a discount) support services and/or products, certain of which assist Brilliant Advice to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by Brilliant Advice may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or free consulting services, discounted and/or free attendance at conferences, meetings, and other educational and/or social events, marketing support, and/or software and/or other products used by Brilliant Advice in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist Brilliant Advice in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Brilliant Advice to manage and further develop its business enterprise.

Brilliant Advice's clients do not pay more for investment transactions effected and/or assets maintained at Schwab and/or TD Ameritrade as a result of this arrangement. There is no corresponding commitment made by Brilliant Advice to Schwab and/or TD Ameritrade or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement. Also, any benefits received by Brilliant Advice from Schwab and/or TD Ameritrade do not depend on the amount of brokerage transactions directed to Schwab and/or TD Ameritrade. As part of its fiduciary duty to clients, Brilliant Advice endeavors at all times to put the interests of clients first. Clients and future clients should be aware, however, that the receipt of economic benefits by Brilliant Advice in and of itself creates a potential conflict of interest and may indirectly influence Brilliant Advice's recommendation to clients to utilize Schwab and/or TD Ameritrade for custody and brokerage services.

Brilliant Advice does not receive referrals from broker-dealers.

Brilliant Advice does not accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer).

Brilliant Advice does not engage in agency cross trades (when a transaction occurs between two client accounts managed by the same investment advisor) or principal cross trades.

To the extent that Brilliant Advice provides investment management services to its clients, the transactions for each client account generally will be effected independently, unless Brilliant Advice decides to purchase or sell the same securities for several clients at approximately the same time. Brilliant Advice may (but is not obligated to) combine or

“bunch” such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Brilliant Advice’s clients may result in differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Brilliant Advice shall not receive any additional compensation or remuneration as a result of such aggregation.

12b-1 Fees, Revenue Share and Other Mutual Fund Fees: In determining a Plan menu of investment options, or otherwise in providing non-discretionary advice regarding Plan investment options, Brilliant Advice primarily recommends no-load mutual funds and/or retirement plan class shares that do not carry any sales loads, revenue share or 12b-1 fees. However, in any instance where a fund may be included in a Plan that has any type of load, revenue share or 12b-1 fee, Brilliant Advice does not accept any of these charges in payment of its fees. In any of these instances Brilliant Advice seeks to have the Administrator rebate any such load or fees to the Plan participants that are holders of any such funds. Ultimately, the method and ability for rebate of these mutual fund fees is dependent upon the capabilities of the Administrator and may be subject to the direction of the Plan Sponsor/Trustees. Regardless, and as detailed above, Brilliant Advice does not accept any of these fund fees and, therefore, Brilliant Advice is not presented with a conflict of interest in selecting or recommending a fund line-up for a Plan.

Item 13 Review of Accounts

The underlying securities used in accounts are regularly monitored. Account reviews are conducted on a periodic basis by Brilliant Advice's principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise Brilliant Advice of any changes in their investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Brilliant Advice on at least an annual basis.

Brilliant Advice may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections, cash flows into and out of an account, and client request.

Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Brilliant Advice may also provide a written periodic report summarizing investment results.

Item 14 Client Referrals and Other Compensation

In order to maintain our independence and objectivity, we do not pay any party for the referral of clients. We seek referrals on the merits of our services rather than upon a financial benefit received by the referring party.

As referenced in Item 12 above, Brilliant Advice may receive an indirect economic benefit from Schwab and/or TD Ameritrade. Brilliant Advice, without cost (and/or at a discount), may receive support services and/or products from Schwab and/or TD Ameritrade or from third parties contracted by Schwab and/or TD Ameritrade. Brilliant Advice's clients do not pay more for investment transactions effected and/or assets maintained at Schwab and/or TD Ameritrade as a result of this arrangement. There is no corresponding commitment made by Brilliant Advice to Schwab and/or TD Ameritrade or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement. Also, any benefits received by Brilliant Advice from Schwab and/or TD Ameritrade do not depend on the amount of brokerage transactions directed to Schwab and/or TD Ameritrade.

Item 15 Custody

Except as otherwise noted below, Brilliant Advice does not take custody of your assets, other than its authority to request the deduction and payment of agreed upon management fees from your account(s).

Brilliant Advice shall have the ability to have its advisory fee for each client debited by the custodian on a monthly or quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the client accounts. Brilliant Advice may also provide a written periodic report summarizing account activity and performance.

Brilliant Advice executes advisory services for assets that may be maintained at the following various types of service providers/custodians: mutual fund companies; 529 college savings plans; banks; 401k, pension; broker-dealers other than Schwab or TD Ameritrade; insurance companies or affiliates of insurance companies; and transfer agents. Due to the nature of these custodians/providers who hold these assets, clients provide to Brilliant Advice information necessary for Brilliant Advice to gain access to the client's account for the execution of advisory services. The access provided by clients for these limited accounts may be considered to provide Brilliant Advice with "custody" of these assets, as defined by applicable regulations. Brilliant Advice ensures that it abides by any required regulatory requirements applicable to this limited number of client accounts and assets. Also, for any of these clients the above listed service providers/custodians provide the client with periodic account statements. It is recommended that clients carefully review these account statements and compare these to any received from Brilliant Advice.

Please Note: To the extent that Brilliant Advice provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Brilliant Advice with the account statements received from the account custodian. The account custodian does not verify the accuracy of Brilliant Advice's advisory fee calculation.

Item 16 Investment Discretion

As part of its advisory services, Brilliant Advice is given the authority to exercise investment discretion on behalf of its clients. Brilliant Advice is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. Prior to Brilliant Advice assuming discretionary authority over a client's account, the client shall be required to execute a Client Engagement Agreement, naming Brilliant Advice as the client's limited power of attorney and agent in fact, granting Brilliant Advice full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client's name found in the discretionary account. Brilliant Advice's authority to withdraw funds on its own authority is limited to its management fee.

Clients who engage Brilliant Advice on a discretionary basis may, at any time, impose restrictions, in writing, on Brilliant Advice's discretionary authority (e.g. limit the types/amounts of particular securities purchased for their account, limit or proscribe Brilliant Advice's use of margin or option strategies, etc.). Any restrictions are typically noted in an Investment Strategy Statement.

Item 17 Voting Client Securities

Unless the client directs otherwise in writing, Brilliant Advice is responsible for voting client proxies. While clients maintain exclusive responsibility for all legal proceedings or other type events pertaining to the account assets, including, but not limited to, class action lawsuits, as provided earlier in this Brochure Brilliant Advice may make the services of CCC available to clients who request assistance in filing and monitoring class action claims. Brilliant Advice shall vote proxies in accordance with its Proxy Voting Policies and Procedures, a copy of which is available upon request. It is Brilliant Advice's policy to vote proxies with management and through the consistent application of this voting policy Brilliant Advice seeks to avoid conflicts of interest. Brilliant Advice shall monitor corporate actions of individual issuers and investment companies consistent with Brilliant Advice's fiduciary duty to vote proxies in the best interests of its clients. With respect to individual issuers, Brilliant Advice may be solicited to vote on matters including corporate governance, adoption or amendments to compensation plans (including stock options), and matters involving social issues and corporate responsibility. With respect to investment companies (i.e. mutual funds), Brilliant Advice may be solicited to vote on matters including the approval of advisory contracts, distribution plans, and mergers. Brilliant Advice shall maintain records pertaining to proxy voting as required pursuant to applicable law. Clients may obtain a copy of Brilliant Advice's

Proxy Voting Policies and Procedures upon written request. In addition, information pertaining to how Brilliant Advice voted on any specific proxy issue is also available to Brilliant Advice clients upon written request. Requests should be made by contacting Brilliant Advice's Chief Compliance Officer, Cern Basher.

Item 18 Financial Information

Brilliant Advice is not required to disclose any financial information pursuant to this item due to the following:

- A. Brilliant Advice does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance of rendering services;
- B. Brilliant Advice is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts; and
- C. Brilliant Advice has never been the subject of a bankruptcy petition.