

# **Aspire Capital Advisors LLC**

**dba Kirkland Financial Advisers  
dba AFG Financial**

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

**Effective: March 28, 2023**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Aspire Capital Advisors LLC (“Aspire Capital” or the “Adviser”). The Adviser conducts business under the practice name (“doing business as” or “dba” name), Kirkland Financial Advisers and AFG Financial. If you have any questions about the content of this Disclosure Brochure, please contact the Adviser at (206) 939-5615.

Aspire Capital is a registered investment adviser 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 adviser does not imply any specific level of skill or training. This Disclosure Brochure provides information about Aspire Capital to assist you in determining whether to retain the Adviser.

Additional information about Aspire Capital and its Advisory Persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Adviser’s firm name or CRD# 298366.

## Item 2 – Material Changes

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

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

### Material Changes

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

### Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Adviser's firm name or CRD# 298366. You may also request a copy of this Disclosure Brochure at any time, by contacting the Adviser at (206) 939-5615.

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#### Aspire Capital Advisors LLC

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## Item 4 – Advisory Services

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### A. Firm Information

Aspire Capital Advisors LLC (“Aspire Capital” or the “Adviser”) is a registered investment adviser with the U.S. Securities and Exchange Commission (“SEC”). The Adviser is organized as a Limited Liability Company (“LLC”) under the laws of the State of Washington. Aspire Capital was founded in August 2018 and became a registered investment adviser in October 2018. The Adviser conducts business under the practice name (“doing business as” or “dba” name), Kirkland Financial Advisers. Aspire Capital is owned and operated by John A. Flavin (Managing Principal and Chief Compliance Officer) and Shannon Crotty Flavin (Principal). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Aspire Capital.

### B. Advisory Services Offered

Aspire Capital offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, and retirement plans (each referred to as a “Client”).

The Adviser serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Adviser upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Aspire Capital's fiduciary commitment is further described in the Adviser'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

Aspire Capital provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Aspire Capital works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to develop an investment strategy for the Client's investment portfolio[s]. Aspire Capital typically constructs portfolios utilizing low-cost, diversified mutual funds and exchange-traded funds (“ETFs”) to achieve the Client's investment goals. The Adviser may also utilize individual stocks, individual bonds or other types of investments, as appropriate, to meet the needs of the Client. The Adviser may retain certain types of investments based on a Client's legacy portfolio construction to avoid tax implications or unnecessary trading costs.

Aspire Capital's investment approach is primarily long-term focused, but the Adviser 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. Aspire Capital 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 Adviser.

Aspire Capital evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Aspire Capital may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Aspire Capital may recommend specific positions to increase sector or asset class weightings. Aspire Capital may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, 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.

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

*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

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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 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.

#### Use of Independent Managers

Aspire Capital will recommend that Clients utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio, based on the Client's needs and objectives. In certain instances, the Client may be required to authorize and enter into an investment management agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures).

#### Financial Planning Services

Aspire Capital will typically provide a variety of financial planning and consulting services to Clients, 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 involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting 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, or financial consultation rendered to 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.

Aspire Capital may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Adviser will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Adviser may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

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

#### Retirement Plan Advisory Services

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

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- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring
- Ongoing Investment Recommendation and Assistance

These services are provided by Aspire Capital serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Adviser serves as a fiduciary to Clients, as defined under the Securities Act of Washington and other applicable laws and regulations. As a fiduciary, the Adviser upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate conflicts of interest. While the Adviser may have specific responsibilities under ERISA to disclose the Adviser’s fiduciary separately from its non-fiduciary services, this disclosure does not limit the Adviser’s fiduciary responsibility to Clients. Further, in accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Aspire Capital’s fiduciary status, the specific services to be rendered and all direct and indirect compensation the Adviser reasonably expects under the engagement.

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

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

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

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

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

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

As of December 31, 2022 Aspire Capital manages \$565,237,844 in Client assets, \$565,134,408 of which are managed on a discretionary basis and \$103,436 are managed on a non-discretionary basis. Clients may request more current information at any time by contacting the Adviser.

## **Item 5 – Fees and Compensation**

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

### **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 the prior calendar quarter. Investment advisory fees are based on the following schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
Up to \$500,000	1.00%
Next \$500,000	0.75%
Over \$1,000,000	0.50%

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Adviser. The Client's fees will take into consideration the aggregate assets under management with the Adviser. All securities held in accounts managed by Aspire Capital will be independently valued by the Custodian. Aspire Capital will conduct periodic reviews of the Custodian's valuations.

The Adviser'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 Adviser shall not receive any portion of these commissions, fees, and costs.

#### Use of Independent Managers

As noted in Item 4, the Advisor will implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 1.00% annually.

#### Financial Planning Services

Aspire Capital offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly engagements are billed at a rate of up to \$250 per hour. Fixed engagement fees will be based on the expected hours to complete the engagement at the hourly rate and is disclosed in the Financial Planning Agreement. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Adviser. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.00% of Plan assets, Billed quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Fees may be negotiable depending on the size and complexity of the Plan.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Adviser or its delegate and deducted from the Client's account[s] at the Custodian. The Adviser shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Aspire Capital at the end the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. The invoice will be sent concurrently with such fee deduction. The Client is urged to also verify the accuracy of these fees by comparing to the Custodian's brokerage statement as the Custodian does not assume this responsibility on the Client's behalf. Clients provide written authorization permitting advisory fees to be deducted by Aspire Capital directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Client's overall fees may include Aspire Capital's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged

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by the Independent Manager[s], as applicable. In certain instances, the Independent Manager or the Advisor may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s].

#### Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s].

#### Retirement Plan Advisory Services

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

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

Clients may incur certain fees or charges imposed by third parties, other than Aspire Capital, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, if applicable. The Adviser'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 fees charged by Aspire Capital are separate and distinct from these custody and execution fees.

In addition, all fees paid to Aspire Capital 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 Aspire Capital, but would not receive the services provided by Aspire Capital 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 Aspire Capital to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

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

#### Investment Management Services

Aspire Capital is compensated for its investment management services in advance of the quarter in which services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Adviser's agreement at no cost to the Client. After the five-business 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 Adviser 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 Adviser is non-transferable without the Client's prior consent.

#### Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest or a Client should wish to terminate their relationship with the Independent Manager, the terms for the termination will be set forth in the respective agreements between the Client or the Advisor and the Independent Manager. Aspire Capital will assist the Client with the termination and transition as appropriate.

#### Financial Planning Services

Aspire Capital may be partially compensated for its services at the start of a planning engagement. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Adviser's agreement at no cost to the Client. After the five (5) business day period, the Client will incur charges for

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bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Adviser. Upon termination, the Adviser will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Adviser is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

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

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

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

Certain Advisory Persons are also a registered representative of M.S. Howells & Co. ("M.S. Howells"). M.S. Howells is a registered broker-dealer (CRD# 104100), member FINRA, SIPC. In one's separate capacity as a registered representative, the Advisory Person will implement securities transactions under M.S. Howells and not through Aspire Capital. In such instances, the Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by the Advisory Person in one's capacity as a registered representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest because the Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Mr. Flavin is also a licensed insurance professional conducting business under Flavin Financial Inc. ("Flavin Financial"), a licensed insurance agency under common control with the Adviser. Implementations of insurance recommendations are separate and apart from Mr. Flavin's role with Aspire Capital. Flavin Financial and Mr. Flavin will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Flavin is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Flavin or the Adviser. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

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

## **Item 7 – Types of Clients**

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Aspire Capital offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, and retirement plans. The amount of each type of Client is available on Aspire Capital's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Adviser. Aspire Capital generally does not impose a minimum relationship size.

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

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

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

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria consist generally of 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 Adviser 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 Adviser monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Adviser's review process are included below in Item 13 – Review of Accounts.

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

While the methods of analysis help the Adviser in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Adviser monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Adviser'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 Adviser 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 Adviser 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

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Client in advance of investing Client accounts. The Adviser 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 Adviser's investment approach:

#### Market Risks

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

#### ETF Risks

The performance of 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 Adviser.**

### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving Aspire Capital or any of its management persons.** Aspire Capital values the trust you place in the Adviser. The Adviser encourages Clients to perform the requisite due diligence on any adviser or service provider that the Client engages. The backgrounds of the Adviser and Advisory Persons are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching the Adviser's firm name or CRD# 298366.

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

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Supervised Persons do not have any registrations or affiliations with a broker-dealer, futures commission merchant, commodity pool operator, or commodity-trading advisor.

#### Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest or a Client should wish to terminate their relationship with the Independent Manager, the terms for the termination will be set forth in the respective agreements between the Client or the Advisor and the Independent Manager. Aspire Capital will assist the Client with the termination and transition as appropriate.

#### Broker-Dealer Affiliation

Certain Advisory Persons are also registered representatives of M.S. Howells & Co. ("M.S. Howells"). M.S. Howells is a registered broker-dealer (CRD No. 104100), member FINRA, SIPC. In one's separate capacity as a registered representative, the Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by the Advisory Person. Neither the Advisor nor the Advisory Person will earn ongoing investment

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advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative.

#### Insurance Agency Affiliations

As noted in Item 5, Mr. Flavin is also a licensed insurance professional conducting business under Flavin Financial Inc. ("Flavin Financial"), a licensed insurance agency under common control with the Adviser. Implementations of insurance recommendations are separate and apart from Mr. Flavin's role with Aspire Capital. Flavin Financial and Mr. Flavin will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Flavin is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Flavin or the Adviser.

#### Real Estate

Mr. Flavin is also a licensed real estate professional. Clients may engage Mr. Flavin separately for such services at their discretion. Mr. Flavin will receive customary commissions and other related revenues in his role as a licensed real estate professional. Commissions generated by real estate sales do not offset regular advisory fees. Less than 5% of Mr. Flavin's time is devoted to real estate matters.

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

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

Aspire Capital has implemented a Code of Ethics (the "Code") that defines the Adviser's fiduciary commitment to Clients. This Code applies to all persons associated with Aspire Capital ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisers duties Clients. Aspire Capital and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Aspire Capital's 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 covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact us at (206) 939-5615.

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

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

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

Aspire Capital 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 the Adviser recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Adviser has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. 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 Aspire Capital requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Adviser 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 Aspire Capital 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

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traded afterwards. **At no time will Aspire Capital, or any Supervised Person of Aspire Capital, transact in any security to the detriment of any Client.**

## Item 12 – Brokerage Practices

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### A. Recommendation of Custodian[s]

Aspire Capital 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 collectively the "Custodian") to safeguard Client assets and authorize Aspire Capital to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Aspire Capital does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Aspire Capital does not exercise discretion over the selection of the Custodian, it will typically recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Adviser and will not incur any extra fee or cost associated with using a custodian not recommended by Aspire Capital. However, the Adviser may be limited in the services it can provide if the recommended Custodian is not engaged. Aspire Capital may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its overall reputation. The Adviser will typically recommend that Clients establish accounts at TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade") or Charles Schwab & Co., Inc. ("Schwab"). TD Ameritrade and Schwab are independent and unaffiliated SEC-registered broker-dealers, "qualified custodians" and members of FINRA/SIPC. Please see the disclosure under Item 14 below.

As registered representatives of M.S. Howells & Co., certain Supervised Persons of the Adviser may be limited in using other broker-dealers/custodians as M.S. Howells & Co. must approve the use of any outside broker-dealer/custodian for those Supervised Persons that are Registered Representatives.

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

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an adviser enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. **Aspire Capital does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Adviser receives certain economic benefits from the Custodians. Please see Item 14 below.**

**2. Brokerage Referrals** - Aspire Capital 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 Aspire Capital 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], unless separately instructed by the Client. The Adviser will not engage in any principal transactions (i.e., trade of any security from or to the Adviser'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]). Aspire Capital 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 designated 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. Aspire Capital will execute its transactions through the Custodian as authorized by the Client. Aspire Capital may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually

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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 any particular Clients' accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Flavin. Formal account reviews are generally conducted at least annually or more frequently depending on the needs of the Client and the investment strategies employed. The Adviser will contact each Client to schedule in-person or telephonic reviews, as appropriate.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Aspire Capital 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 Adviser may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

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### **A. Compensation Received by Aspire Capital**

Aspire Capital does not receive commissions or other compensation from broker-dealers or any un-related third party, except as described in Item 10 – Other Financial Industry Affiliations and Activities. Aspire Capital may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Aspire Capital may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Adviser Platform (TD Ameritrade)

As disclosed under Item 12, above, the Adviser participates in TD Ameritrade's institutional customer program and the Adviser may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Adviser's participation in the program and the investment advice it gives to its Clients, although the Adviser receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Adviser by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Adviser's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Adviser but may not benefit its Client accounts. These products or services may assist the Adviser in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other

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services made available by TD Ameritrade are intended to help the Adviser manage and further develop its business enterprise. The benefits received by the Adviser or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Adviser endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits by the Adviser or its related persons in and of itself creates a conflict of interest and may indirectly influence the Adviser's choice of TD Ameritrade for custody and brokerage services.

#### Participation in Institutional Adviser Platform (Schwab)

Aspire Capital has established an institutional relationship with Schwab through its "Schwab Adviser Services" unit, a division of Schwab dedicated to serving independent advisory firms like Aspire Capital. As a registered investment adviser participating on the Schwab Adviser Services platform, Aspire Capital receives access to software and related support without cost because the Adviser renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Adviser Services benefit the Adviser and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Adviser 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 conflict of interest since these benefits may influence the Adviser'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 Adviser 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 Adviser 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 Adviser 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 Adviser in effectively managing accounts for its Clients, but may not directly benefit all Clients.

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

#### **B. Compensation for Client Referrals**

Aspire Capital does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

#### **Item 15 – Custody**

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Aspire Capital does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees and certain money movement authority as described below. Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Aspire Capital to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Aspire Capital to ensure accuracy, as the Custodian does not perform this review. 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 have custody of those assets. In order to avoid additional regulatory requirements, 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**

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Aspire Capital generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Aspire Capital. 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 Aspire Capital will be in accordance with each Client's investment objectives and goals.

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

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

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

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

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## Privacy Policy

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Effective: March 28, 2023

### Our Commitment to You

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

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

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

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

### Why you need to know?

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

### What information do we collect from you?

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

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

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

### How do we protect your information?

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

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

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### How do we share your information?

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

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

### State-specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
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### Changes to our Privacy Policy

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

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

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting the Advisor at (206) 939-5615.