

**Part 2A of Form ADV: Firm Brochure**

**Item 1 Cover Page**

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**This brochure provides information about the qualifications and business practices of United Financial Planning Group LLC. If you have any questions about the contents of this brochure, please contact us at (631) 234-0871 and/or [gbarrasso@unitedfpg.com](mailto:gbarrasso@unitedfpg.com). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.**

**Additional information about United Financial Planning Group LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**United Financial Planning Group LLC is a registered investment adviser, but registration does not imply a certain level of training.**

## **Item 2 Material Changes**

In this Item, United Financial Planning Group LLC is required to identify and discuss material changes since filing its last annual amendment. Since filing its last annual amendment on February 21, 2022, there have been no material changes to report.

### **Item 3 Table of Contents**

<b>Part 2A of Form ADV: Firm Brochure</b>	<b>1</b>
Item 1 Cover Page	1
Item 2 Material Changes	2
Item 3 Table of Contents	3
Item 4 Advisory Business	4
Item 5 Fees and Compensation	6
Item 6 Performance Based Fees	9
Item 7 Types of Clients	10
Item 8 Methods of Analysis, Investment Strategies & Risk of Loss	11
Item 9 Disciplinary Information	12
Item 10 Other Financial Industry Activities and Affiliations	13
Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	14
Item 12 Brokerage Practices	15
Item 13 Review of Accounts	16
Item 14 Client Referrals and Other Compensation	17
Item 15 Custody	18
Item 16 Investment Discretion	19
Item 17 Voting Client Securities	20
Item 18 Financial Information	21

## **Item 4 Advisory Business**

### **4A: Business Background**

United Financial Planning Group LLC (“Adviser”) has been in business since 2007 and its principal owner is Gerard Barrasso.

### **4B: Financial Planning Services**

Financial planning typically involves a variety of services, principally advisory in nature, to clients regarding the management of their financial resources based upon an analysis of their individual needs. Adviser will first conduct a complimentary initial consultation. At the end of the initial consultation, Adviser will present the client with service options and applicable fees. If the client and Adviser mutually decide to proceed, the client will engage Adviser to provide financial planning services.

Follow up meetings will be conducted as necessary, during which pertinent information about the client’s financial circumstances and objectives will be collected. Adviser may meet with the client’s other professional advisors (financial, legal, real estate, tax, etc.) for a series of information gathering and/or implementation meetings. Once such information has been reviewed and analyzed, a financial plan designed to achieve the client’s stated financial goals and objectives will be presented to the client. The primary objective of this process is to allow Adviser to assist the client in developing a strategy for the successful management of income, assets, and liabilities in meeting the client’s financial goals and objectives.

Financial plans are based on the client’s financial situation at the time the plan is presented and are based on financial information disclosed by the client to Adviser. Clients are advised that certain assumptions may be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. Past performance is in no way an indication of future performance. Adviser cannot offer any guarantees or promises that the client’s financial goals and objectives will be met.

### **4B: Asset Management Services**

Adviser provides continuous asset management services in which the investment advice provided is tailored to meet the needs and investment objectives of the client. Adviser manages accounts on both a discretionary and non-discretionary basis as elected by the client.

Pursuant to a grant of discretionary authority and subject to any written guidelines or restrictions the client may set, Adviser performs various functions, such as selection and amount of securities to be bought or sold without further approval from the client.

On a non-discretionary basis, Adviser will seek client approval prior to placing orders for any transaction. In either case, Adviser provides continuous supervision and rebalancing of the assets as changes in market conditions and client circumstances may require. On an advisory basis, Adviser provides supervision and rebalancing of the assets with the client placing actual trade orders.

Clients may impose restrictions on investing in certain securities or types of securities.

### **4C: Pension Consulting Services**

Adviser also provides consultative services to pension and profit sharing plans that primarily consist of the following:

- Assistance with the selection and monitoring of applicable independent third-party services providers.
- Non-discretionary investment education and consulting with respect to available Plan investment options, asset classes, diversification, investment alternatives, and the Plan’s qualified default investment alternative.
- Participant education with respect to general investment concepts and the investment options available within the Plan (but not any specifically-tailored Participant investment recommendations or advice).

### **4D: Tailored Services**

Adviser tailors its advisory services to the individual needs of its clients by taking the time to understand clients’ current financial condition, goals, risk tolerance, income, liquidity requirements, investment time horizon, and

other information that is relevant to the management of clients' account(s). This information will then be used to make investment recommendations or decisions that reflect clients' individual needs and objectives on an initial and ongoing basis.

#### **4E: Wrap Fee Programs**

Adviser does not participate in or sponsor any wrap fee programs.

#### **4F: ERISA Accounts**

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code (the "Code"), as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

#### **4G: Assets Under Management**

As of December 31, 2022, Adviser had approximately \$176,613,530 under management on a discretionary basis and \$14,863,174 on a non-discretionary basis.

## **Item 5 Fees and Compensation**

### **One-Time & Hourly Financial Planning Services**

Financial planning fees are negotiable based on the complexity and scope of the plan, as well as the client's financial situation and objectives. One-time fixed fees can range from \$1,500 to \$10,000 depending on plan complexity.

In limited circumstances, some clients may only require advice on a single aspect of the management of their financial resources. For these clients, Adviser offers financial plans in a targeted format and/or general consulting services that address only those specific areas of interest or concern. For hourly consulting services in which a plan is not presented to the client, the fee will typically be payable via cash, check, or wire upon completion of the consultation.

The hourly fee for planning and consulting services generally ranges from \$200 to \$500. An estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the time/cost could potentially exceed the initial estimate. In such cases, Adviser will notify the client and will request that the client approve applicable additional fees. Typically, financial planning fees will be due in arrears. However, other fee payment arrangements may be negotiated. For example, particularly complex plans may require prepayment of a portion of the estimated fee for services. For lengthy engagements, interim payments may be requested. Applicable fees, fee payment arrangements, and the terms of the engagement will be clearly set forth in the client agreement executed between Adviser and the client prior to services being rendered. In no circumstance will Adviser require prepayment of a fee in excess of \$1,200 more than six months in advance.

Clients may act on Adviser's recommendations by placing securities transactions with any brokerage firm the client chooses. The client is under no obligation to act on Adviser's financial planning recommendations. Moreover, if the client elects to act on any of the recommendations, the client is under no obligation to implement the financial plan using Adviser's asset management services.

### **Ongoing Financial Planning Services**

Adviser offers ongoing financial planning services to its clients on a recurring basis. Some clients may select this service following the completion and presentation of the initial financial plan, while some clients may wish to contract Adviser on a recurring basis at the inception of the advisory relationship.

As part of this program, Adviser will establish a regular planning cycle to work with the client in managing specific aspects of the overall financial plan. In conjunction with ongoing planning and consulting services, Adviser may meet with the client's other professional advisers (financial, legal, real estate, tax, etc.) for a series of information gathering and/or implementation meetings. Adviser will act as a project manager to coordinate the work of the appropriate parties in a manner consistent with the client's long-term desired outcome. As the client's financial situation, goals, objectives, or needs change, the client must notify Adviser promptly.

Ongoing financial planning fees are negotiable based on the complexity of the client's financial situation, but typically approximate \$1,500 per quarter. The agreed upon fee will be established at the beginning of the advisory/client relationship based upon the scope of the work to be performed and the complexity of the client's financial situation. Applicable fees, fee payment arrangements, and the terms of the engagement will be clearly set forth in the client agreement executed between Adviser and the client prior to services rendered. For so long as a client has engaged Adviser to provide ongoing financial planning services, any additional tax/accounting service fees shall be waived.

### **Financial Planning Services Term & Termination**

Financial Planning Services have an initial term of one year (the "Initial Term"). Upon the expiration of the Initial Term, the financial planning engagement shall automatically renew with subsequent, automatically-renewing terms of one month (each, a "Subsequent Monthly Term"). If a client terminates the engagement with respect to Financial Planning Services before the expiration of the Initial Term, the then-current unpaid balance of the financial planning fee shall be immediately due and payable to Adviser. If Adviser terminates the engagement with respect to Financial Planning Services before the expiration of the

Initial Term, the financial planning fee shall be prorated through the date of termination. If Adviser terminates the engagement with respect to Financial Planning Services after the expiration of the Initial Term, financial planning fees shall be prorated through the date of termination. If a client terminates the engagement with respect to Financial Planning Services after the expiration of the Initial Term, financial planning fees shall be prorated through the last day of the then-current Subsequent Monthly Term.

### **Asset Management Services**

The annual fee for asset management services is billed quarterly in arrears based on the value of the client's assets on the last business day of the calendar quarter, or in advance based on the value of the client's assets on the last business day of the previous calendar quarter. Fees will be assessed pro rata in the event the portfolio management agreement is executed at any time other than the first day of calendar quarter. The fee is based on a percentage of assets under management. On an annual basis, Adviser's fees for portfolio management services are subject to negotiation, and are based on the following fee schedule:

<b>Assets Under Management</b>	<b>Annual Fee Range (charged quarterly)</b>
For the first amount from \$0 to \$1,000,000	0.75% to 1.00%
Any amount over \$1,000,000	0.25%

In its discretion, Adviser may allow accounts of members of the same household to be aggregated for purposes of determining the fee. Adviser may allow such aggregation, for example, where it services accounts on behalf of minor children of current clients, individual and joint accounts for a spouse, and other types of related accounts. This consolidation practice is designed to allow clients the benefit of an increased asset total, which could potentially cause the accounts to be assessed a reduced advisory fee based on the breakpoints available in Adviser's previously stated fee schedule. For so long as a client maintains at least \$1,000,000 under Adviser's management, any additional tax/accounting service fees shall be waived.

Either party may terminate the management agreement within five days of the date of acceptance without penalty to the client. After the five-day period, either party, upon 60 days written notice to the other, may terminate the management agreement. The management fee will be prorated for the quarter in which the cancellation notice was given. For clients billed in arrears, refunds are not applicable. For clients billed in advance, Adviser will issue a pro-rata refund to such terminated clients based on the number of days remaining in the quarter after termination.

The consultative services performed with respect to pension or profit sharing plans are generally assessed either (a) a 0.50% per annum asset-based fee or (b) a flat fee that typically ranges between \$1,800 and \$10,000 per annum. Such pension/profit sharing plan fees are charged with the timing and frequency as described in such plan's agreement with Adviser.

### *General Information Regarding Services and Fees*

Typically, payment of fees will be made by debiting the client's account at the qualified and independent custodian holding the client's funds and securities provided that the following requirements are met:

The client provides written authorization permitting the fees to be paid directly from the client's account held by the custodian. Adviser does not have access to client funds for payment of fees without client consent in writing. It is disclosed to the client that it is the client's responsibility to verify the accuracy of the fee calculation and that the custodian will not determine whether the fees are properly calculated.

The custodian agrees to provide the client with a statement, at least quarterly, indicating all amounts dispersed from the account including the amount of the advisory fee paid directly to Adviser. In limited circumstances, where the client chooses to be billed directly, advisory fees will be due as invoiced.

Adviser shall never have physical custody of any client funds or securities, as the services of a qualified and independent custodian will be used for these services. The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion

of the funds of an advisory client.

Adviser does not represent, warrant, or imply that the services or methods of analysis employed by the Adviser can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

Advice offered by Adviser will typically involve investments in mutual funds and exchange traded funds. Clients are advised that all fees paid to Adviser for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds (as described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses, such as surcharges. Additionally, transaction charges may apply when purchasing or selling securities. Adviser does not share in any portion of the brokerage fees or transaction charges imposed by the custodian holding client funds or securities, or surcharges charged by investment companies. Clients should review all fees charged by mutual funds, advisers, custodians, and others to fully understand the total amount of fees they will pay.

Neither Adviser nor any of its supervised persons accept compensation for the sale of securities or other investment products.



## **Item 6 Performance Based Fees**

Neither Adviser nor any of its supervised persons accepts performance-based fees (fees based on a share of capital gains or capital appreciation of the assets of a client).

## **Item 7 Types of Clients**

Adviser provides investment advice to individuals and small business owners.

For our hourly financial planning and consulting engagements, we do not require minimums as to income, assets, net worth, length of engagement, revenues generated, or other conditions for engaging our services.

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

Adviser supports a passive investment strategy as opposed to an active trading strategy, the latter of which requires calculated market timing, individual stock selection and bargain hunting. Active trading aims to beat the market and predict the future by taking advantage of suspected pricing errors. Instead, our passive investment strategy is founded on a diversified asset allocation approach using a client's personal goals, risk tolerance and contribution. Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the account. Client understands that investment decisions made for the account by Adviser are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

Investing for the long term means that a client's account will be exposed to short-term fluctuations in the market and the behavioral impulse to make trading decisions based on such short-term market fluctuations. Adviser does not condone short-term trading in an attempt to "time" the market, and instead coaches clients to remain committed to their financial goals. However, investing for the long term can expose clients to risks borne out of changes to interest rates, inflation, general economic conditions, market cycles, geopolitical shifts, and regulatory changes.

Investing in mutual funds does not guarantee a return on investment, and shareholders of a mutual fund may lose the principal that they've invested into a particular mutual fund. Mutual funds invest into underlying securities that comprise the mutual fund, and as such clients are exposed to the risks arising from such underlying securities. Mutual funds charge internal expenses to their shareholders (which can include management fees, administration fees, shareholder servicing fees, sales loads, redemption fees, and other fund fees and expenses, e.g.), and such internal expenses subtract from its potential for market appreciation. Shares of mutual funds may only be traded at their stated net asset value ("NAV"), calculated at the end of each day upon the market's close.

Investing in exchange traded funds ("ETFs") bears similar risks and incurs similar costs to investing in mutual funds as described above. However, shares of an ETF may be traded like stocks on the open market and are not redeemable at an NAV. As such, the value of an ETF may fluctuate throughout the day and investors will be subject to the cost associated with the bid-ask spread (the difference between the price a buyer is willing to pay (bid) for an ETF and the seller's offering (asking) price).

Clients are encouraged to carefully read the prospectus of any mutual fund or ETF to be purchased for investment to obtain a full understanding of its respective risks and costs.

### **Item 9 Disciplinary Information**

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of Adviser's advisory business or the integrity of Adviser's management.

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

Gerard Barrasso, President of Adviser is a Certified Public Accountant. Adviser is also an accounting firm offering general accounting, financial and business consulting services to Clients. Accounting services may include, but are not limited to, tax planning, tax preparation, risk management, business planning, mergers and acquisition advice, among others. It is expected that some clients for whom accounting services are provided may also become investment advisory clients. This presents a conflict of interest since these services will be offered on a stand-alone basis for a fee that is separate and distinct from advisory services and fees. The amount of professional time spent providing these services will vary depending on client demand. Adviser addresses this conflict of interest by fully disclosing it in this brochure, by providing fee transparency to clients that wish to engage Adviser for both investment advisory and accounting services, and by informing clients that they are under no obligation to use Adviser or Mr. Barrasso's accounting services. Neither Adviser nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer. Neither Adviser nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

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

Adviser has adopted a Code of Ethics, the full text of which is available to clients and potential clients upon request. Adviser strives to comply with all applicable laws and regulations governing its practices. Therefore, Adviser has set forth guidelines for professional standards of conduct for its associated persons, the goal of which is to protect client interests at all times and to demonstrate its commitment to its fiduciary duties of honesty, good faith, and fair dealing with clients. All associated persons are expected to adhere strictly to these guidelines. Adviser's Code of Ethics requires that certain associated persons submit personal securities transactions and holdings reports to Adviser, which will be reviewed by a qualified representative of Adviser on a periodic basis. Associated persons are also required to report any violations of Adviser's Code of Ethics. Additionally, Adviser maintains and enforces written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about clients or their account holdings by the Adviser or any associated person.

Neither Adviser nor any of its related persons recommends to clients, or buys or sells for client accounts, securities in which Adviser or any of its related persons has a material financial interest.

From time to time, Adviser or its related persons will invest in the same securities (or related securities such as warrants, options or futures) that Adviser or a related person recommends to clients. This has the potential to create a conflict of interest because it affords Adviser or its related persons the opportunity to profit from the investment recommendations made to clients. Adviser's policies and procedures and code of ethics address this potential conflict of interest by prohibiting such trading by Adviser or its related persons if it would be to the detriment of any client and by monitoring for compliance through the reporting and review of personal securities transactions. In all instances Adviser will act in the best interests of its clients.

From time to time, Adviser or its related persons will buy or sell securities for client accounts at or about the same time that Adviser or a related person buys or sells the same securities for its own (or the related person's own) account. This has the potential to create a conflict of interest because it affords Adviser or its related persons the opportunity to trade either before or after the trade is made in client accounts, and profit as a result. Adviser's policies and procedures and code of ethics address this potential conflict of interest by prohibiting such trading by Adviser or its related persons if it would be to the detriment of any client and by monitoring for compliance through the reporting and review of personal securities transactions. In all instances Adviser will act in the best interests of its clients.

It is the Adviser's policy that associated persons of Adviser shall not have priority over any client account in the purchase or sale of securities. Under certain circumstances, exceptions to the trading policy may be made.

## Item 12 Brokerage Practices

Generally, clients grant Adviser discretion over the selection and amount of securities to be bought or sold without obtaining prior consent for each trade. However, Adviser's investment authority may be subject to specified investment objectives, guidelines, and/or conditions imposed by the client. For example, a client might specify that investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or a client might request restrictions or prohibitions of transactions in the securities of a specific industry. Clients may amend these limitations, as required. Such amendments must be submitted in writing.

Adviser will recommend brokers/dealers to be used. Commission rates are determined by the broker/dealer selected and may or may not be negotiable. In limited circumstances, where Adviser enters into non-discretionary arrangements with clients, Adviser will obtain client approval prior to the execution of any transactions in the account. Adviser generally recommends that clients in need of brokerage and/or custodial services utilize the facilities of Charles Schwab & Co., Inc. ("Schwab"), member FINRA/SIPC, among other independent and unaffiliated firms (hereinafter, "broker/custodian"). Recommended brokers/custodians may charge higher fees than other brokers/custodians charge for particular services. Clients may utilize any broker/custodian they choose and are not obligated to custody assets or to purchase or sell securities through recommended brokers/custodians.

Adviser recommends brokers/custodians it feels will provide quality services for competitive costs. The reasonableness of commissions and other costs is based on several factors, including professional services, competitive commission rates, transaction costs, volume discounts, execution price negotiations, interest rates, and other services. Assessing these factors as a whole allows Adviser to fulfill its duty to seek best execution for its clients' securities transactions. However, Adviser does not guarantee that the broker/dealer recommended for client transactions will necessarily provide the best possible price, as price is not the sole factor considered when seeking best execution.

Adviser does not receive research and other soft dollar benefits in connection with client securities transactions, which are known as "soft dollar benefits". However, the custodial broker-dealer(s) recommended by Adviser do provide certain products and services that are intended to directly benefit Adviser, clients, or both. Such products and services include (a) an online platform through which Adviser can monitor and review client accounts, (b) access to proprietary technology that allows for order entry, (c) duplicate statements for client accounts and confirmations for client transactions, and (d) access to proprietary and third-party product research reports. The receipt of these products and services creates a conflict of interest to the extent it causes Adviser to recommend Schwab as opposed to a comparable broker-dealer. Adviser addresses this conflict of interest by fully disclosing it in this brochure, evaluating Schwab based on the value and quality of its services as realized by clients, and by periodically evaluating alternative broker-dealers to recommend. Such products and services are generally provided to all investment advisers who utilize the services of Schwab, and are not considered to be paid for with soft dollars. However, costs for particular transactions might be greater than costs associated with other brokers/custodians not providing Adviser with such services or products.

Adviser does not consider, in selecting or recommending custodial broker-dealers, whether Adviser or a related person receives client referrals from a custodial broker-dealer or third-party.

Some clients may instruct Adviser to use one or more particular brokers/custodians for the transactions in their accounts. Clients who wish to direct Adviser to use a particular broker/custodian should understand that this might prevent Adviser from obtaining a favorable net price, execution, and/or interest rates. Thus, when directing brokerage/banking business, clients should consider whether the expenses, execution, clearance, settlement capabilities, and/or interest rates are adequately favorable in comparison with those that Adviser might otherwise obtain for other clients through recommended brokers/custodians.

Adviser retains the ability to aggregate the purchase and sale of securities for clients' accounts with the goal of seeking more efficient execution and more consistent results across accounts. Aggregated trading instructions will not be placed if it would result in increased administrative and other costs, custodial burdens, or other disadvantages. If client trades are aggregated by Adviser, such aggregation will be done so as to not to disadvantage any client and to treat all clients as fairly and equally as possible.

### **Item 13 Review of Accounts**

Gerry Barrasso, President of Adviser, will review managed accounts on a continuous basis for consistency with the client's individual circumstances and investment goals. Additional reviews may be triggered by changes in the client's goals or circumstances, market conditions, world events, etc. Reviews of financial plans are recommended at least annually, and are available at the client's request. Updates to the written financial plan may be provided in conjunction with the review. Such reviews and updates may be subject to the Adviser's then current hourly rate.

For clients who engage Adviser for on-going planning or management services, Mr. Barrasso will review plans and accounts and will provide updates as set forth in the relevant services agreement at no additional charge. Clients will receive statements directly from their custodian on a monthly or quarterly basis. If available, such information may be accessed online.



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

Nobody other than clients provides an economic benefit to Adviser for providing investment advice or other advisory services to clients. However, as described above in Item 12, the custodial broker-dealer(s) recommended for client accounts provides certain products and services that are intended to directly benefit Adviser, clients, or both. As of the date of this brochure, Adviser has entered into client referral agreements with two marketing and lead-generation firms (WiserAdvisor and Smart Asset Advisors) whereby Adviser compensates such firms in the form of a per-lead flat fee for introductions to prospective clients. In all such instances, referred clients will be provided with a solicitor's disclosure statement that describes the relationship between Adviser and the referral source, and the compensation that will be paid for the referral. In no instance will a referred client's advisory fees be increased as a result of being referred by a referral source, as such costs are borne solely by Adviser.

## **Item 15 Custody**

For clients that do not have their fees deducted directly from their account(s) and have not provided Adviser with any standing letters of authorization to distribute funds from their account(s), Adviser will not have any custody of client funds or securities. For clients that have their fees deducted directly from their account(s) or that have provided Adviser with discretion as to amount and timing of disbursements pursuant to a standing letter of authorization to disburse funds from their account(s), Adviser will typically be deemed to have limited custody over such clients' funds or securities pursuant to the SEC's custody rule and subsequent guidance thereto. At no time will Adviser accept full custody of client funds or securities in the capacity of a custodial broker-dealer, and at all times client accounts will be held by a third-party qualified custodian as described in Item 12, above. If a client receives account statements from both the custodial broker-dealer and Adviser or a third-party report provider, client is urged to compare such account statements and advise Adviser of any discrepancies between them.

## **Item 16 Investment Discretion**

Generally, clients grant Adviser discretion over the selection and amount of securities to be bought or sold without obtaining prior consent for each trade. This discretionary authority is granted through a limited power of attorney. This limited power of attorney must be in place prior to investment activity.

Adviser's investment authority may be subject to specified investment objectives, guidelines, and/or conditions imposed by the client. For example, a client might specify that investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or a client might request restrictions or prohibitions of transactions in the securities of a specific industry. Clients may amend these limitations, as required. Such amendments must be submitted in writing.

## **Item 17 Voting Client Securities**

### ***Proxy Voting and Class Action Litigation***

Adviser will not vote proxies or render any advice regarding proxies solicited by or with respect to the issuers of securities held in client accounts. Additionally, Adviser will not take any action or render any advice with respect to any securities held in client accounts, which are named in or are subject to class action lawsuits. When Adviser receives written or electronic proxy material or notice of a class action lawsuit, settlement, or verdict affecting securities owned by a client, it will forward all notices, proof of claim forms, and other materials to the client. Electronic mail is acceptable where appropriate, if the client has authorized contact in this manner.

### **Item 18 Financial Information**

Adviser does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.