



## **The Hajdari Group, LLC**

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

**Effective: August 28, 2023**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of The Hajdari Group, LLC (“The Hajdari Group” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (212) 381-0050.

The Hajdari Group is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about The Hajdari Group to assist you in determining whether to retain the Advisor.

Additional information about The Hajdari Group is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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Staten Island, NY 10304  
Phone: (212) 381-0050**

**<http://thehajdarigroup.com>**

## **Item 2 – Material Changes**

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The Hajdari Group (“The Hajdari Group” or the “Advisor”) 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. The Hajdari Group encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Set forth below is a discussion of the material changes that occurred since the last annual update of this Disclosure Brochure, dated March 22, 2022.

## **Item 4 - Advisory Services**

- The Advisor may invest in structured products or recommend that clients invest in private offerings, where appropriate.
- The Advisor’s investment management services typically involve a financial planning element whereby the Adviser works with each Client to identify the client’s investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. This does not necessarily include a comprehensive written financial plan, which can be provided to the client however under an engagement for separate financial planning services.

## **Item 5 – Fees and Compensation**

- The Advisor will assess an advisory fee on the market value of assets that are added to a Client’s account during the quarter, although the Advisor may waive this fee at its discretion. The Advisor will also assess a fee on the market value of securities held in discretionary client accounts that were directed by the client in an unsolicited trade and not recommended by the Adviser
- The Adviser does not refund advisory fees charged on assets that are withdrawn from a Client’s account during the quarter unless the Client has provided advance written notice to the Advisor to terminate the investment advisory agreement.
- Fees for retirement plan advisory services are charged an annual asset- based fee of up to 2.00%.

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

- Mr. Hajdari will, on occasion, have an opportunity to attend training events or participate in due diligence visits where the Money Manager or Product Sponsor will usually pay for the event as well as the associated travel expenses such as airfare, hotel and meals. Such trainings and accommodations represent a conflict of interest that can influence the evaluation of the Money Manager or Product sponsor based on factors other than the quality of the services and products.

## **Future Changes**

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. 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 Advisor’s firm name or CRD# 289331. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (212) 381-0050.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

The Hajdari Group, LLC (“The Hajdari Group” or the “Advisor”) is a registered investment advisor with the U. S. Securities and Exchange Commission (“SEC”). The Hajdari Group is organized as a limited liability company (“LLC”) under the laws of the State of New York. The Hajdari Group was founded in June 2009 and became a registered investment advisor in August 2017. The Hajdari Group is owned and operated by Zaim Hajdari (President, Senior Managing Director and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by The Hajdari Group.

### **B. Advisory Services Offered**

The Hajdari Group offers advisory services to a variety of clients, including individuals, high net worth individuals, families, trusts, estates, charitable organizations, pension and profit-sharing plans, and businesses (each referred to as a “Client”). The Hajdari Group provides a holistic approach to its advisory services, as described below, and services are tailored to the unique needs of each Client.

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. The Hajdari Group’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

The Hajdari Group provides customized investment advisory solutions for its Clients. This is achieved through ongoing personal Client contact and interaction while providing discretionary investment management and related advisory services. The Hajdari Group’s services typically contain a financial planning element whereby the Adviser works with each Client to identify the client’s investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. The Hajdari Group will implement the investment strategy with its internal management and/or the use of unaffiliated money managers or investment platforms (as described below).

*Internal Investment Management* - The Hajdari Group customizes its investment management services for its Clients. Portfolios are primarily constructed using exchange-traded funds (“ETFs”) and, to a lesser extent, open-end mutual funds, closed-end mutual funds, and structured products. The Hajdari Group may also recommend that certain clients invest in private offerings, where appropriate.

Investment portfolios are typically reviewed at least annually in connection with Client reviews. The Advisor may also utilize individual stocks, other fixed income securities, and other types of investments, as appropriate, to meet the needs of each particular Client. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

The Hajdari Group generally employs a long-term investment approach for Clients, but 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. The Hajdari Group will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

At no time will The Hajdari Group 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 their designated account[s] at the Custodian, pursuant to the terms of the advisory agreement, please see Item 12 – Brokerage Practices.

For certain securities held in discretionary Client accounts, the Advisor is unable to transact in such securities on the Client’s behalf (e.g., in the case of a private offering, only the Client is permitted to subscribe for interests in the security or initiate a withdrawal request). In addition, certain securities held in discretionary client accounts were directed by the client in an unsolicited trade and not recommended by the Adviser. Although the Adviser monitors such investments on an ongoing basis, the Adviser deems the services provided with respect to such investments to be non-discretionary since it does not have the ability to purchase or sell such securities without its Clients’ involvement and authorization.

*Use of Independent Managers* - The Hajdari Group will recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively "Independent Managers"). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will typically be required to enter into a separate agreement with the Independent Manager[s] that defines the terms under which the independent manager will provide its services.

The Hajdari Group serves as the Client's primary advisor and relationship manager. However, the Independent Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. The Hajdari Group performs initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with the Client's investment objectives and overall best interest. The Advisor will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s].

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A (or a brochure that makes the appropriate disclosures).

#### Financial Planning Services

Client engagements may commence with a comprehensive financial plan to gain a full understanding of the Client's unique situation.

The Hajdari Group will typically provide a variety of financial planning services and consulting services, pursuant to a written financial planning agreement. Services are provided in several areas of a Client's financial situation, depending on their goals and objectives. Planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, distributions, personal savings, education savings, spending, insurance needs and other areas of a Client's financial situation. The Hajdari Group may deliver specific planning modules to the Client or a comprehensive plan, based on the needs of the Client.

In certain circumstances, The Hajdari Group may also refer Clients to an accountant, attorney or other specialist, as appropriate for the Client's unique situation. For certain financial planning engagements, the Advisor will generally provide a written report that contains observations and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

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

#### Retirement Plan Advisory Services

The Hajdari Group provides advisory services to retirement plans (each a "Plan") and the company sponsor (the "Plan Sponsor"). The Advisor'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:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Review
- Investment Oversight Services (ERISA 3(21))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Benchmarking Services

These services are provided by The Hajdari Group serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of The Hajdari Group's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

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

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

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

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

The Hajdari Group does not offer a wrap fee program. However, certain Independent Managers may include securities transaction fees as part of the manager's fee.

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

As of December 31, 2022, The Hajdari Group manages \$78,560,603 in Client assets, \$64,579,495 of which is managed on a discretionary basis and \$13,981,108 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of The Hajdari Group and the Client.

### **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 quarter, which includes cash and cash equivalents as well as non-discretionary assets. Fees are billed at an annual rate between 0.50% and 2.00% based on the size of the Client relationship, the scope of services to be provided, the complexity of a Client's situation and other factors. In addition, the Advisor will assess an advisory fee on the market value of assets that are added to a Client's account during the quarter, which is prorated based on the remaining number of days in the quarter, although the Adviser may waive this fee at its discretion. The Adviser however does not refund advisory fees charged on assets that are withdrawn from a Client's account during the quarter unless the Client has provided advance written notice to the Advisor to terminate the investment advisory agreement.

The fee schedule is set forth in each client's investment advisory agreement and can be discounted at the Adviser's discretion during any given billing cycle and the amount of such discount, if any, can vary over time. This can result in similarly situated clients paying different investment advisory fees. Because investment advisory fees can differ among clients, The Hajdari Group could be inclined to give more time and attention to (or otherwise favor) accounts paying a higher fee. The Hajdari Group has written procedures contained in the Compliance Manual and Code of Ethics that are intended to ensure that clients are treated fairly and that supervised persons fulfill their obligation to put clients' interests first.

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 Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts

managed by The Hajdari Group will be independently valued by the Custodian, as discussed in Item 12. The Hajdari Group will not have the authority or responsibility to value portfolio securities.

Clients may make additions to and withdrawals from their account[s] at any time, subject to The Hajdari Group's right to terminate an account. Additions may be in cash or securities provided that The Hajdari Group reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to The Hajdari Group, subject to the usual and customary securities settlement procedures. However, The Hajdari Group designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a Client's investment objectives. The Hajdari Group may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e., contingent deferred sales charge) and/or tax ramifications.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction fees and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these additional commissions, fees, and costs.

#### Use of Independent Managers

As noted in Item 4, the Advisor may 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. Clients will also pay a fee to the Independent Manager, which is separate and distinct from the Advisor's fee, and 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 2.00% annually.

#### Financial Planning Services

The Hajdari Group offers financial planning services either on an hourly basis or for a fixed fee. Hourly fees range from \$250 to \$400 per hour. Fixed fees are negotiated based on the expected number of hours to complete the engagement at the Advisor's hourly rate. Fees may be negotiable at the sole discretion of the Advisor, depending on the nature and complexity of services to be provided. For certain Clients, financial planning services are included in the investment advisory fee. An estimate for total hours and/or 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 2.00% and are billed quarterly in advance pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable depending on the size and complexity of the Plan.

### **B. Fee Billing**

#### Investment Advisory Services

Investment advisory fees are calculated by the Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective Client's quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with The Hajdari Group at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting advisory fees to be deducted by The Hajdari Group to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Client's overall fees will include The Hajdari Group's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager. The Independent Manager will assume the responsibility for calculating their fees and deducting such fees from the Client's account[s].



### Financial Planning Services

Fees for hourly and fixed fee financial planning engagements may be invoiced up to 50% upon execution of the financial planning agreement with the balance due upon completion of the engagement deliverable[s]. Certain Clients may have their planning fees included with their overall investment advisory fees. The Advisor does not collect advance fees of \$1,200 or more for any services that will be completed six (6) months or more in advance. Clients can choose to be billed for financial planning fees or have such fees deducted from their account[s] at the Custodian.

### Retirement Plan Advisory Services

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

In addition, all fees paid to The Hajdari Group for investment advisory services are separate and distinct from the fees and expenses charged to shareholders by mutual funds, ETFs and private offerings. These fees and expenses are described in each fund's prospectus and/or other offering documents. 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, in the case of a mutual funds, a possible distribution fee known as a 12b-1 fee. A Client may be able to invest in these products directly, without the services of The Hajdari Group, but would not receive the services provided by The Hajdari Group 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 shareholders by mutual funds, ETFs and private offerings, and the fees charged by The Hajdari Group, to fully understand the total fees to be paid. As previously noted, Clients will also pay a fee to Independent Managers, which is also separate and distinct from the Adviser's fee

Please see "Item 12 – Brokerage Practices" of this Disclosure Brochure which discusses brokerage.

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

### Investment Management Services

The Hajdari Group is compensated for its investment advisory services in advance of the quarter in which investment advisory 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 Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

### Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and that Independent Manager. The Hajdari Group will assist the Client with the termination and transition as appropriate.

### Financial Planning Services

The Hajdari Group may be partially compensated for its financial planning services in advance of the 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 Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be responsible for planning fees based on the hours incurred or in the event of a fixed fee engagement, the percentage of the engagement completed. The Advisor will refund any unearned, prepaid fees. However, clients should be advised that a large portion of work



related to a financial planning engagement is done in the early stages and, accordingly, the return of unearned fees may not correlate directly to the amount of time during which the engagement was active. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

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

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

Mr. Hajdari is licensed as an independent insurance professional. As an independent insurance professional, Mr. Hajdari will earn commission-based compensation for selling insurance products, including insurance products sold to Clients. Insurance commissions earned by Mr. Hajdari are separate and in addition to The Hajdari Group's advisory fees. This practice presents a conflict of interest because a person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through Mr. Hajdari. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

The Hajdari Group 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**

The Hajdari Group offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, charitable organizations, pension and profit-sharing plans and businesses. The amount of assets managed for each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. The Hajdari Group generally does not impose a minimum relationship size. However, smaller accounts may be subject to different investment selection and strategies. Independent Managers may have minimums account sizes for investment in their strategies.

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

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

The Hajdari Group primarily employs a fundamental analysis method in developing investment strategies for its Clients. Research and analysis from The Hajdari Group 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 are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, The Hajdari Group generally employs a long-term investment strategy for its Clients, consistent with their financial goals. The Hajdari Group will typically hold all or a portion of a security for more than a year

but may hold a security for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, The Hajdari Group 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.

For taxable accounts, The Hajdari Group engages in tax loss harvesting on a periodic basis. Tax loss harvesting is a strategy designed to help lower a client's taxes while maintaining the excepted risk profile and asset allocation of the client's portfolio. In tax loss harvesting, unrecognized investment losses are sold to offset taxes due on capital gains by selling a security at a loss and investing the proceeds in a security with a closely correlated risk and return characteristics. Clients should consult with their personal tax advisor regarding the tax consequences of engaging in the tax-loss harvesting strategy, based on their particular circumstances.

For a description of the financial planning services and consulting services provided by the Advisory, please see Item 4 – Advisory Services.

## **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. The Hajdari Group will assist Clients in determining an appropriate strategy and asset allocation based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see below for risks associated with the Advisor's investment strategies as well as general risks of investing.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's strategies:

### 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.

### Common Stock Risks

Common stocks may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring, could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.

### ETF Risks

The performance of an ETF 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 have 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 a mutual fund 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.

### Private Offering Risks

Private Offering investments carry certain additional risks, and we invest in non-traded real estate investment trusts and private credit funds. It is important to note that not all such risks are described below. Prospective investors should carefully read the section entitled "Certain Risk Factors" in the respective confidential private placement memorandum of each fund. Risks associated with private equity include, but are not limited to:

- **Illiquidity:** An investment in a fund provides limited liquidity since participating interests are not freely transferable and are subject to substantial restrictions. In addition, there is a long-time horizon between commitment of capital and its return in the form of distributions. The time horizon is generally longer for private equity than for private credit.
- **Valuation:** The majority of the private offering investments are in a form for which market quotations are not readily available. The valuations of the investments are generally based on a good faith assessment of the fair value of the assets as determined by the general partner of each fund. There is no single standard for determining fair value in good faith and, in many cases, fair value is best expressed as a range of fair values from which a single estimate can be derived. Clients should recognize that it is difficult to value illiquid investments and that valuation involves subjective judgment and consideration of complex factors.
- **Third-Party Fund Management:** The returns achieved by the investments will depend in large part on the efforts and performance results obtained by the managers of the underlying partnerships in which a fund invests. Furthermore, funds will not have an active role in the day-to-day management of the underlying partnerships nor the ability to approve the specific investment or management decisions made by the managers of the underlying partnerships. As a result, the investment returns of the funds will largely depend on the performance of independent investment managers and other management personnel. The failure of such investment managers to make profitable investments would have a negative effect on a fund's ability to achieve its investment goals.
- **Investment Risk:** Despite the rigorous diligence process employed by investment advisers and the ongoing monitoring of managers, the risk exists that the assumptions made in connection with a particular investment decision may be incorrect or a particular investment strategy will not be followed by such managers.
- **Limited Regulatory Oversight:** The funds in which clients' assets are invested are unlikely to be registered as investment companies. Thus, in such cases, clients will not be provided the protections associated with the Investment Company Act. Further, certain investment managers are not registered under the Investment Advisers Act. As a result, clients will not be provided various protections (which, among other things, include limitations on leverage or limitations on transactions between an investment company and its affiliates) offered to registered funds.
- **Taxation:** The U.S. federal, state and local income taxation of partnerships is extremely complex, involving, among other things, significant issues as to the character, timing of realization, and sourcing of gains and losses. Investors will, when applicable, be allocated a portion of taxable income of a fund without regard to actual cash distributions. Accordingly, an investor's tax liability could exceed the cash distributions to it in any tax year. In addition, legal, tax, and regulatory changes could occur during the term of a fund that may adversely affect the fund, its portfolio investments, or its investors. Each investor in a fund should consult its own tax advisers with reference to its specific tax situations, including any applicable U.S. federal, state, local, and non-U.S. taxes.

### Real Estate Investment Trusts ("REITs")

REITs are pooled investment vehicles that invest primarily in either real estate or real estate-related loans. REITs generally derive their income from rents on the underlying properties or interest on the underlying loans, and the value of a REIT is affected by changes in the value of the properties owned by the REIT or securing mortgage loans held by the REIT or changes in interest rates affecting the underlying loans owned by the REIT. The affairs of REITs are managed by the REIT's sponsor or management and, as such, the performance of the REIT is dependent on the management skills of the REIT's sponsor or management.

REITs are subject to heavy cash flow dependency, default by borrowers, self-liquidation, and the qualification of the REITs under applicable regulatory requirements for favorable income tax treatment. REITs also are subject to risks generally associated with investments in real estate including possible declines in the value of real

estate, general and local economic conditions, environmental problems, changes in interest rates, decreases in market rates for rents, increases in competition, property taxes, capital expenditures or operating expenses, and other economic, political, or regulatory occurrences affecting the real estate industry. To the extent that assets underlying a REIT are concentrated geographically, An investment in a non-traded REIT provides limited liquidity since participating interests are not freely transferable and are subject to substantial restrictions. In addition, there is a long-time horizon between commitment of capital and its return in the form of distributions.

### Structured Notes

Structured notes are securities issued by financial institutions whose returns are based on, among other things, equity indexes, a single equity security, a basket of equity securities, interest rates, commodities, and/or foreign currencies. Thus, an investor's return is "linked" to the performance of a reference asset or index. Structured notes have a fixed maturity and include two components – a bond component and an embedded derivative. Investing in structured notes includes specific risks such as market risk, liquidity risk, credit risk, call risk and tax considerations. The price an investor will pay for a structured note at issuance will likely be higher than the fair value of the structured note on the date of issuance.

After issuance, structured notes may not be re-sold on a daily basis and thus may be difficult to value given their complexity. An investor's ability to trade or sell structured notes in a secondary market is often very limited as structured notes (other than exchange-traded notes known as ETNs) are not listed for trading on security exchanges. As a result, the only potential buyer for an investor's structured note may be the issuing financial institution's broker-dealer affiliate or the broker-dealer distributor of the structured note. In addition, issuers often specifically disclaim their intention to repurchase or make markets in the notes they issue. An investor should, therefore, be prepared to hold a structured note to its maturity date, or risk selling the note at a discount to its value at the time of sale.

Structured notes may have complicated payoff structures that can make it difficult for an investor to accurately assess their value, risk and potential for growth through the term of the structured note. Determining the performance of each note can be complex and this calculation can vary significantly from note to note depending on the structure. Notes can be structured in a wide variety of ways. Payoff structures can be leveraged, inverse, or inverse-leveraged, which may result in larger returns or losses for investors. Structured notes are unsecured debt obligations of the issuer, meaning that the issuer is obligated to make payments on the notes as promised. These promises, including any principal protection, are only as good as the financial health of the structured note issuer. If the structured note issuer defaults on these obligations, investors may lose some, or all, of the principal amount they invested in the structured notes as well as any other payments that may be due on the structured notes. Some structured notes have "call provisions" that allow the issuer, at its sole discretion, to redeem the note before it matures at a price that may be above, below or equal to the face value of the structured note. If the issuer "calls" the structured note, investors may not be able to reinvest their money at the same rate of return provided by the structured note that the issuer redeemed. The tax treatment of structured notes is complicated and in some cases uncertain. Before purchasing any structured note, an investor may wish to consult with a tax advisor. Investors also should read the applicable tax risk disclosures in the prospectuses and other offering documents of any structured note they are considering purchasing.

### Tax-Loss Harvesting Risk

Clients and their personal tax advisors are responsible for how the transactions in the client's account are reported to the Internal Revenue Service or any other taxing authority. The Hajdari Group assumes no responsibility to clients for the tax consequences of any transaction, including any capital gains and/or wash sales that may result from the tax-loss harvesting strategy. The Hajdari Group's tax-loss harvesting strategy is not intended as tax advice, and The Hajdari Group does not represent in any manner that the tax consequences described will be obtained or that The Hajdari Group's investment strategy will result in any particular tax consequence. The performance of the new securities purchased for tax-loss harvesting purposes may have different expenses, returns, volatility and other characteristics relative to the securities that are sold for tax-loss harvesting purposes. The effectiveness of the tax-loss harvesting strategy to reduce tax liability will depend on the client's entire tax and investment profile, including purchases and dispositions in accounts (e.g., client's or client's spouse's) outside of The Hajdari Group and type of investments (e.g., taxable or nontaxable) or holding period (e.g., short-term or long-term). The Hajdari Group only monitors for accounts managed by The Hajdari Group. Clients are responsible for monitoring their and their spouse's accounts managed by other investment advisers to ensure that transactions in the same security or a substantially similar security do not create a "wash sale." A wash sale is the sale at a loss and purchase of the same security or substantially similar security within 30 days of each other. If a wash sale transaction occurs, IRS may disallow or defer the loss for current tax

reporting purposes. More specifically, the wash sale period for any sale at a loss consists of 61 calendar days: the day of the sale, the 30 days before the sale, and the 30 days after the sale. The wash sale rule postpones losses on a sale, if replacement shares are bought around the same time. The Hajdari Group may lack visibility to certain wash sales, should they occur as a result of external accounts, and therefore The Hajdari Group may not be able to determine whether a loss is successfully harvested and, if so, whether that loss is usable by the client in the most efficient manner.

#### Cybersecurity Risk

Although the Adviser takes measures to decrease the risks associated with a cybersecurity event, the computer systems, networks and devices used by the Adviser and its service providers potentially can be breached. A Client could be negatively impacted as a result of a cybersecurity breach. A cybersecurity breach could result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information of Clients. A cybersecurity breach may also cause disruptions and impact business operations potentially resulting in a financial loss to a Client.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

#### Item 9 – Disciplinary Information

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**There are no legal, regulatory, or disciplinary events involving The Hajdari Group or any of its owner.** The Hajdari Group values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and Zaim Hajdari are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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

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##### Insurance Agency Affiliations

As noted in Item 5, Mr. Hajdari is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Hajdari's role with the Advisor. As an insurance professional, Mr. Hajdari will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Hajdari 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. Hajdari or the Advisor to purchase insurance products.

##### Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio with one or more Independent Managers. The Advisor does not receive any compensation nor does this present a material conflict of interest. The Advisor will only earn its investment advisory fee as described in Item 5.A.

##### Money Managers and Product Sponsors

Mr. Hajdari will, on occasion, have an opportunity to attend training events or participate in due diligence visits where the Money Manager or Product Sponsor will usually pay for the event as well as the associated travel expenses such as airfare, hotel and meals. Such trainings and accommodations represent a conflict of interest that can influence the evaluation of the Money Manager or Product sponsor based on factors other than the quality of the services and products. Mr. Hajdari maintains a record of his acceptance at such events and ensures that his investment recommendations have a sound basis and are not a result of the acceptance of the aforementioned opportunities.

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

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

The Hajdari Group has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with The Hajdari Group ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. The Hajdari Group and its Supervised Persons owe a duty of loyalty, fairness and



good faith towards each Client. It is the obligation of The Hajdari Group 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 the Advisor at (212) 381-0050.

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

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

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

The Hajdari Group allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchased or sold) 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 Advisor has adopted the Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of The Hajdari Group 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 on more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by The Hajdari Group requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate and, when possible, designating a separate individual to review the CCO's trades. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

The Hajdari Group allows Supervised Persons to manage their own accounts on the basis of methods similar, identical to, or entirely different from, the methods employed by The Hajdari Group on behalf of clients. The Hajdari Group also allows Supervised Persons to purchase or sell the same (or related) securities for their own accounts at or about the same time that such securities are recommended to and purchased on behalf of Clients. Trades placed by Supervised Persons for their own accounts are not aggregated with Client orders and can be traded beforehand. This could result in Supervised Persons receiving a better price than the client.

In the event a Supervised Person trades in a security at or about the same time that the security is traded on behalf of clients, the CCO or delegate will review the trade to ensure that the clients' interests were put first. When possible, another employee of the Adviser will also review the CCO's trades. At no time will any Supervised Person of The Hajdari Group, transact in any security to the detriment of any Client. The Hajdari Group, however, will have no responsibility for decisions made by the Client, which are independent from the advice of The Hajdari Group.

#### **E. Investment Advice Relating to Retirement Accounts**

When the Adviser recommends a rollover to a new retirement account, it can generally expect to earn an ongoing advisory fee, from the new retirement account, but may or may not earn compensation if the assets remain in the existing retirement account. The Adviser therefore has an inherent economic incentive to encourage Clients to roll over plan assets into a retirement account that the Adviser will manage as the Client's investment adviser.

When the Adviser provides investment advice to Clients regarding their retirement plan accounts or individual retirement accounts, the Adviser is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way the Adviser makes money creates some conflicts with the Client's interests, so the Adviser operates under a special rule that requires it to act in the Client's best interest and not put the Adviser's interest ahead of the Client's. Under this special rule's provisions, the Adviser must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put its financial interests ahead of the Clients' when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;

- Follow policies and procedures designed to ensure that the Adviser gives advice that is in the Client's best interest;
- Charge no more than is reasonable for the Adviser's services; and
- Give the Client basic information about conflicts of interest.

In addition, and as required by this rule, the Adviser provides information regarding the services that it provides to you, and any material conflicts of interest, in this Disclosure Brochure and in the investment advisory agreement.

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

The Hajdari Group does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize The Hajdari Group to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, The Hajdari Group does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Although The Hajdari Group does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by The Hajdari Group. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. The Hajdari Group 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, its reputation, and/or the location of the Custodian's offices.

The Hajdari Group will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". The Hajdari Group maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

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

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **The Hajdari Group does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian but does receive certain economic benefits from Schwab. Please see Item 14 below.**

**2. Brokerage Referrals** - The Hajdari Group does not receive any compensation from any third party in connection with the recommendation to establish an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where The Hajdari Group will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). The Hajdari Group will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian. Not all advisers recommend that clients direct all trades to one 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. The Hajdari Group will execute its transactions through the Custodian. When it has the opportunity to do so, The Hajdari Group may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. This opportunity is not typical but would present itself when a discretionary investment decision is implemented for multiple accounts following the same investment strategy. This opportunity does not present itself when investment decisions are made independent of one another, in which case, The Hajdari Group could execute client transactions on the same day in the same security but at different prices. When the



Adviser does not combine transactions, clients could pay higher brokerage costs and/or receive less favorable prices.

If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day will be allocated in a manner that is consistent with the initial pre-allocation or other written statement (i.e., pro-rata) or on a random basis. This must be done in a way that does not consistently advantage or disadvantage particular Clients' accounts.

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### **Item 13 – Review of Accounts**

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

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Hajdari, the President and Chief Compliance Officer of The Hajdari Group. The CCO also has oversight of investment advisory processes. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

Clients are offered an annual financial plan, subject to scope of their agreement with the Advisor.

#### **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 The Hajdari Group 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 written brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

#### **A. Compensation Received by The Hajdari Group**

The Hajdari Group may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, The Hajdari Group may receive referrals of new Clients from a third-party. The Hajdari Group, however, does not compensate such third parties for referrals, in the form of referrals back to the third party (i.e., a quid pro quo) or otherwise.

#### Participation in Institutional Advisor Platform

The Hajdari Group has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like The Hajdari Group. As a registered investment advisor participating on the Schwab Advisor Services platform, The Hajdari Group receives services, such as access to software and related support, without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor, since it does not have to produce or pay for such services, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services. The Hajdari Group believes, however, that the recommendation of Schwab as Custodian is in the best interests of its Clients.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back-office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services and financial support to The Hajdari Group that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers.

#### **B. Client Referrals from Solicitors**

The Advisor does not engage paid solicitors.

#### **Item 15 – Custody**

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The Hajdari Group does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct The Hajdari Group to utilize the Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare them to any reports provided by the Hajdari Group to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

#### **Item 16 – Investment Discretion**

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The Hajdari Group generally has discretion over the selection and number of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client, subject to the exceptions noted in Item 4 – Advisory Services. 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 The Hajdari Group. 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 The Hajdari Group will be in accordance with each Client's investment objectives and goals. For Clients with account[s] established at an Independent Manager, those account[s] will also be managed by those parties on a discretionary basis.

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

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The Hajdari Group does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting. Clients can contact the Adviser with questions about a particular solicitation by contacting the Advisor at (212) 381-0050.

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

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