AdviceOne Advisory Services, LLC

100 Western Boulevard

Glastonbury, CT 06033

(860) 659-4900

www.AdviceOneRetirement.com

March 23, 2026

Form ADV, Part 2A; our “Disclosure Brochure” or “Brochure” as required by the U.S. Securities and Exchange Commission (“SEC”) is a very important document between Clients [you, your, client] and AdviceOne Advisory Services, LLC (“AdviceOne”, “us”, “we”, “our”). AdviceOne’ s IARD firm number is 111614.

This Disclosure Brochure provides information about our qualifications and business practices. If you have any questions about the contents of this Disclosure Brochure, please contact us at (860) 659-4900. The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority.

We are a registered investment adviser with the SEC. Our registration as an investment adviser does not imply any level of skill or training. Additional information about AdviceOne is also available on the SEC’s website at www.adviserinfo.sec.gov by searching with our firm name or our IARD firm number 111614.

Item 2 – Material Changes

Material Changes

There have been no material changes to this Disclosure Brochure since the last filing on March 25, 2025.

This Disclosure Brochure was developed in order to adhere to the Investment Advisers Act of 1940, as amended (the "Advisers Act").

1. In future filings, this section of the Disclosure Brochure will address only those "material changes" that have been incorporated since our last delivery or posting of this Disclosure Brochure on the SEC's public disclosure website (IAPD) at www.adviserinfo.sec.gov.

2. We may, annually, as required by securities regulators or at any time, update this Disclosure Brochure and send a copy to you with a summary of material changes, or a summary of material changes that includes an offer to send you a copy [either by electronic means (email) or in hard copy form].

3. If you would like another copy of this Disclosure Brochure, please download it from the SEC website as indicated above or you may contact our Chief Compliance Officer, Michael P. Grossman at (860) 659-4900 or via email at compliance@adviceonellc.com.

Item 3 – Table of Contents

Item 2 – Material Changes i
Item 3 – Table of Contents ii
Item 4 – Advisory Business 1
Item 5 – Fees and Compensation 4
Item 6 – Performance-Based Fees and Side-By-Side Management 7
Item 7 – Types of Clients 7
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss 7
Item 9 – Disciplinary Information 8
Item 10 – Other Financial Industry Activities and Affiliations 8
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading 9
Item 12 – Brokerage Practices 11
Item 13 – Review of Accounts 11
Item 14 – Client Referrals and Other Compensation 12
Item 15 – Custody 13
Item 16 – Investment Discretion 13
Item 17 – Voting Client Securities (i.e., Proxy Voting) 14
Item 18 – Financial Information 14

Item 4 – Advisory Business

AdviceOne Advisory Services, LLC (AdviceOne, us, we, our) is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). AdviceOne is organized as a limited liability company under the laws of the State of Connecticut, established in December 1999. AdviceOne is owned by AdviceOne LLC, which is wholly owned by Michael P. Grossman (President and Chief Compliance Officer). As of December 31, 2025, we have $2,045,736,720 of assets under management, all of which are managed on a discretionary basis. We offer investment advisory services, through investment and portfolio management, to individuals, high net worth individuals, and non-profit organizations.

This Disclosure Brochure provides you with information regarding business practices and the nature of advisory services that should be considered before becoming our advisory client.

Please contact Michael P. Grossman, President and Chief Compliance Officer, if you have any questions about this Disclosure Brochure at (860) 659-4900 or via email at compliance@adviceonellc.com.

Individuals associated with us will provide our investment advisory services. These individuals are appropriately licensed and qualified to provide advisory services on our behalf. Such individuals are known as Investment Advisor Representatives ("IAR[s]").

Below are descriptions of the investment advisory and financial planning services we offer. For more detail on any service please reference the advisory agreement, or speak with your IAR.

Investment Advisory Services

Our IARs provide continuous and regular investment advisory services on a discretionary basis to you in connection with establishing and monitoring of your investment objectives, risk tolerance, asset allocation goals and time horizon. In addition, our IARs may provide information and research about investment products and strategies, and review portfolio performance reports. You have the opportunity to place reasonable restrictions or constraints on the way your account is managed; however, such restrictions may affect the composition and performance of your portfolio. For these reasons, performance of the

portfolio may not be identical with our average client. We offer investment advisory services primarily through “Advisor Managed Fee-based Accounts”

Services provided under some or all of these options may be available from other providers for lesser fees. The Advisor may retain other types of investments from the Client’s legacy portfolio due to fit with the overall portfolio strategy, tax-related reasons, or other reasons as identified between the Advisor and the Client.

Retirement Accounts – When we provide investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), we are a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, we will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if we earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by us.

Portfolio Management Services Provided

For account[s] managed on a discretionary basis, such discretion must be granted in writing via our investment advisory agreement. We manage your account and make investment decisions without consultation with you that would involve determinations regarding which securities are bought and sold, the total amount of securities to be bought or sold, and the price per share at which securities transactions are effected. Our discretionary authority in making these determinations will be limited by conditions imposed by you in your investment guidelines, objective, or instructions otherwise provided to us.

Our IARs serve as your investment consultant and assist in identifying your long-term goals and investment objectives, develop the appropriate investment strategy to achieve those goals and objectives, determine the suitability of our services, assess the

performance of your accounts, and determine whether our asset management services continue to be consistent with your long-term goals and investment objectives.

We do not manage accounts on a non-discretionary basis, however will give advice on accounts not held at the Custodian recommended by AdviceOne.

We believe strongly in the benefits of portfolio diversification. We attempt, through asset allocation strategies, to achieve the return targets of our portfolios while controlling or limiting portfolio volatility. In developing our asset allocation strategies, we utilize proprietary asset allocation models that focus on long-term future asset class return, risk and correlation expectations. We review and modify our asset allocation models periodically to incorporate the results of ongoing research. These reviews may result in changes to our portfolios' asset allocation strategies.

Adjustments are made to bring portfolios back within established tolerances when such adjustments are deemed beneficial to the client. In determining whether to rebalance a portfolio, we may consider such factors as the cost versus the anticipated added value of any transaction that would be necessary in order to reestablish tolerance levels. The timing of all rebalancing activity is solely in our discretion.

Third-Party Access Platforms

The Advisor may use third-party platforms to access, aggregate, or manage certain client accounts that are held away from the Advisor's primary custodians, such as employer-sponsored retirement plans or other externally maintained accounts. These platforms allow clients to grant the Advisor authorized access to account information and, where permitted, limited account management capabilities.

Access to such accounts is provided solely at the client's direction and subject to the permissions granted by the client through the third-party platform. Recommendations to have assets managed through a third-party platform pose a conflict between the interests of the Advisor and the interests of the Client. Assets managed through a third-party platform increases 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 have the Advisor manage held-away assets by the Advisor.

Financial Planning Services

We will provide financial planning and investment advisory services by conducting a series of meetings together, with the goal of improving your overall financial preparedness. The meetings will include a retirement plan spreadsheet matched to your particular income and spending needs and an asset allocation matched to your particular retirement plan and risk tolerance. The meetings with the IAR will strive to educate you with respect to overall estate planning, retirement planning, insurance planning, income tax planning, and investment planning. The IAR will review your financial information and recommend specific investments and asset allocations to satisfy your financial goals and objectives.

You authorize the IAR to enter into such agreements and make such representations as may be necessary or proper in connection with the performance of its duties under this agreement. Because the meetings will be based on the information that you provide to the IAR, the completeness and accuracy of the information you provide is very important. Once you have completed the planning process, you will have the sole responsibility for determining whether to implement the recommendations contained therein.

The series of meetings and the completion of the initial plan are typically completed within three (3) months of client and advisor entering into a financial planning agreement which typically occurs in the fourth meeting after you have a better understanding of how we deliver out services. This agreement sets forth the terms and conditions of the services to be provided, and the fee that is due Once the initial planning is completed a client typically attends 2-3 meetings per year to continue the planning. We will not charge a pro rata services fee if you end this relationship.

If requested, we may recommend the services of other professionals. You are under no obligation to engage the services of any such recommended professional.

Wrap Fee Programs

We do not sponsor a wrap fee program.

Item 5 – Fees and Compensation

General Account Characteristics

Described below are general characteristics regarding “other” fees incurred, payment of fees, and termination of contracts that will affect your account[s]. Following these disclosures are descriptions of the accounts or services that we offer, the basic management fee structures and any unique characteristics. All fees and compensation

will be fully described in the investment advisory agreement entered into prior to commencement of services. For a more complete discussion and disclosure regarding any services or fee structure, we will provide a detailed advisory agreement.

For assets managed through a third-party platform, the Client is not charged any additional platform fees. The Advisor bears the cost of the platform in order to service these Client assets. Advisory fees apply to assets accessed and managed through the platform as part of the Client's assets under management, as disclosed above.

Additional Costs

Generally, custodian fees for investment advisory accounts are based on a percentage of the market value of assets under management, including cash.

Each mutual fund maintains internal expenses, which are in addition to the advisory fees charged by us. The fees charged by such funds are disclosed in each fund's prospectus.

Clients are responsible for all transaction, custody and other administrative costs in their account[s] including debit balances, related margin interest or other fees or taxes required by law.

All securities held in accounts managed by AdviceOne will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing.

Payment of Fees

Fees are payable quarterly, in advance of each calendar quarter, and automatically deducted from the client's account[s] at the custodian, paid via direct invoice or through other third-party billing solutions, pursuant to a written agreement. Our fee for advisory services will be based on the ending value of the account[s] on the last day of the billing cycle and is payable in advance. Initial investment advisory fees are based on the fair market value of assets at the inception date or initial funding date of each account[s], unless otherwise disclosed in writing, and prorated to the end of the first quarter.

Both our investment advisory agreement and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of our investment advisory fee and to directly remit that management fee to us in compliance with regulatory procedures. The custodian will provide you with a quarterly statement reflecting deduction of the advisory fee.

Termination of Contracts

The agreement shall remain in force and effect until terminated upon ten (10) days prior notice by either party. Fees paid in advance will be prorated to the effective date of termination and any unearned portion of the fee will be promptly refunded to the client. Upon client instructions, the custodian will deliver securities and funds held at custodian as instructed by client unless client requests that the securities and funds be liquidated. Termination of the agreement will not affect the liabilities or obligations of the parties arising out of any transaction initiated prior to termination. This agreement will not terminate in the event of the client's death, disability, or incompetence. However, in the event of client's death, disability, or incompetence, client executor, guardian, attorney-in fact or other authorized representative may terminate this agreement by giving notice to us with such termination being effective upon our receipt of such notice.

We will deliver the applicable Form ADV 2A - Disclosure Brochure[s] to you before or at the time we enter into an investment advisory agreement with you.

Detailed information on the termination terms and fees can be found in the applicable advisory agreement.

Portfolio Management Services Provided

Related to portfolio management services described in Item 4 above, fees charged a maximum annual fee of 2.00% based on several factors, including the level of assets to be managed, the complexity of the services to be provided, and the overall relationship with us.

As noted in Item 4, we may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. We do not earn any compensation from an Independent Manager as they deduct fees separately.

Financial Planning Services

The meetings will include a retirement plan spreadsheet matched to your particular income and spending needs and an asset allocation matched to your retirement plan and particular risk tolerance. We offer financial planning services for up to $25,000. The fee for this service will be determined according to the complexity of the plan as well as the extent of service you desire.

An initial financial planning fee is paid in advance, typically in the fourth meeting This fee is non-refundable unless the contract is terminated within five (5) days of signing the financial planning agreement. The initial plan will be completed within six (6) months. Ongoing planning services are paid either annually or quarterly, in arrears. Ongoing

services will not be charged until five (5) quarters after the date of initial planning contract. Clients who end this relationship will not be charged their fee on a pro rata basis.

We will make recommendations on investments held within and without AdviceOne's custodian.

You are not obligated to implement any recommendations made by AdviceOne or maintain an ongoing relationship with us. If you elect to act on any of the recommendations made by us, you are under no obligation to transact them through AdviceOne.

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

We do not charge advisory fees on a share of the capital gains or capital appreciation of the funds or securities in a client account (so-called performance-based fees). Our compensation structure is disclosed in detail in Item 5.

Item 7 – Types of Clients

We provide investment advisory services to individuals, high net worth individuals, and non-profit organizations. We require a minimum balance of $25,000 to open an account, although some accounts of lesser size may be accepted at our discretion.

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

AdviceOne constructs two primary portfolios for our clients comprised mainly of open-ended mutual funds. The fixed income portfolio is designed with the objective of providing current income to our clients and the equity portfolio is designed with the objective of providing long-term growth.

The open-ended mutual funds are selected to provide diversification across asset classes and to manage the primary risk factors associated with investing that include inflation, interest rate, currency exchange rate, liquidity, business risk and market volatility.

When selecting these investments, a comprehensive review of the available options in each asset class is undertaken. Both objective and subjective factors are used. Data that is publicly available as well as purchased from trusted sources is analyzed to narrow the list of suitable options. Factors include but are not limited to: the track record of the manager/management team, tenure of the manager/management team, risk and return characteristics of the portfolios, style consistency, valuation multiples, modern portfolio

theory (MPT), statistics, and duration and quality for fixed income investments. Cost factors of each fund are also considered.

When potentially suitable open-ended mutual funds are selected, a proprietary process is undertaken. This process includes interviews with members of the fund portfolio manager team. The goal of these interviews is to determine the investment methodology and process used to select and sell individual securities for their portfolios, the philosophy of the managers pertaining to their personal and firm employee's investment in their portfolios, their interaction with the management teams of the companies in which they invest, and their overall philosophy for management in terms of a top-down or bottom-up approach.

The final step is to create the overall allocation of each fund into the complete portfolio. This is achieved by analyzing stock overlap, country and region allocation, allocation to the specific style of investment (large, mid and small capitalization), and assessing how the overall portfolio is weighted towards value or growth for the equity portfolio, and duration and yield for the fixed income portfolio.

Once the portfolios have been created, there are ongoing reviews to ensure that the portfolios continue to meet their objectives. If changes are warranted, individual funds will be replaced.

There are inherent risks involved for each investment strategy or method of analysis we use and the particular type of security we recommend. Investing in securities involves risk of loss, which you should be prepared to bear.

Item 9 – Disciplinary Information

We do not have any legal, financial or other "disciplinary" items to report. We are obligated to disclose any disciplinary event that would be material to you when evaluating us to initiate a client / adviser relationship, or to continue a client /adviser relationship with us. Clients are encouraged to review the background of our firm on the SEC's website at www.adviserinfo.sec.gov by searching with our firm name or our Firm IARD number 111614.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of AdviceOne is to provide investment advisory services to its Clients. AdviceOne is not involved in other business endeavors. AdviceOne does not

maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Clients' accounts.

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

Our firm has adopted a written Code of Ethics in compliance with SEC Rule 204A-1 under the Investment Advisers Act of 1940 (as amended—the Advisers Act) and in compliance with state regulations. All employees of AdviceOne are deemed by the Advisers Act to be supervised persons[1] and are therefore subject to this Code of Ethics. In carrying on its daily affairs, AdviceOne and all of our associated persons shall act in a fair, lawful and ethical manner, in accordance with the rules and regulations imposed by our governing regulatory authority. The Code of Ethics sets forth standards of conduct and requires compliance with state securities laws. Our Code of Ethics also addresses personal trading and requires our personnel to report their personal securities holdings and transactions to our Chief Compliance Officer. We will provide a copy of our Code of Ethics to you or any prospective client upon request within a reasonable period of time at the current address of record.

Our Code of Ethics establishes standards and procedures for the detection and prevention of certain conflicts of interest including activities by which persons having knowledge of the investments and investment intentions of AdviceOne might take advantage of that knowledge for their own benefit. We have in place Ethics Rules (the "Rules"), which are comprised of the Code of Ethics and Insider Trading policies and procedures. The Rules are designed to ensure that our personnel (i) observe applicable legal (including compliance with applicable state and federal securities laws) and ethical standards in the performance of their duties; (ii) at all times place the interests of our clients first; (iii) disclose all actual or potential conflicts; (iv) adhere to the highest standards of loyalty, candor and care in all matters relating to its clients; (v) conduct all personal trading consistent with the Rules and in such a manner as to avoid any actual or potential conflict of interest or any abuse of their position of trust and responsibility; and (vi) not use any material non-public information in securities trading. The Rules also establish policies regarding other matters such as outside employment, the giving or receiving of gifts, and safeguarding portfolio holdings information.

[1] Supervised person means any partner, officer, director (or other person occupying a similar status or performing similar functions), or employee of an investment adviser, or other person who provides investment advice on behalf of the investment adviser and is subject to the supervision and control of the investment adviser.

Under the general prohibitions of the Rules, our personnel may not: 1) effect securities transactions while in the possession of material, non-public information; 2) disclose such information to others; 3) participate in fraudulent conduct involving securities held or to be acquired by any client; and 4) engage in frequent trading activities that create or may create a conflict of interest, limit their ability to perform their job duties, or violate any provision of the Rules.

Our personnel are required to conduct their personal investment activities in a manner that we believe is not detrimental to its advisory clients. Our personnel are not permitted to transact in securities except under circumstances specified in the Code of Ethics. However, as described below, there may be circumstances where our personnel may buy and sell on behalf of its clients, securities of issuers or other investments in which they own securities or otherwise have an interest. The policy requires all Access Persons2 to report all personal transactions in securities not otherwise exempt under the policy. All reportable transactions are reviewed for compliance with the Code of Ethics. The Ethics Rules are available to you and prospective clients upon request by contacting us during regular business hours. We will furnish a copy within a reasonable period of time to you at your current address of record.

Our IARs may buy or sell for their own accounts, securities that are also held by their clients. Conversely, they may buy and sell securities for client accounts which they themselves may own. Such transactions are permitted if in compliance with our Policy on Personal Securities Transactions. Reports of personal transactions in securities by our IARs are reviewed by the Chief Compliance Officer or delegate quarterly or more frequently if required.

We do not, nor does a related person, recommend to you, or buys or sells for your accounts, securities in which we (or a related person) have a material financial interest. Additionally, we do not, nor does a related person, recommend securities to you, or buy or sell securities for your accounts, after we (or a related person) buy or sell the same securities for our own (or the related person's own) account.

We do not execute transactions on a principal or agency cross basis.

[2] Access person means any of your supervised persons who has access to nonpublic information regarding any clients' purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any reportable fund, or who is involved in making securities recommendations to clients, or who has access to such recommendations that are nonpublic. If providing investment advice is your primary business, all of your directors, officers and partners are presumed to be access persons.

Item 12 – Brokerage Practices

AdviceOne does not have discretionary authority to select the custodian for custody and execution services. The client will engage the broker-dealer/custodian to safeguard your assets and authorize us to direct trades to this custodian as agreed in the investment advisory agreement.

Where we do not exercise discretion over the selection of the custodian, we may recommend the custodian to you for custody and execution services. You are not obligated to use the recommended custodian and will not incur any extra fee or cost associated with using a custodian not recommended by us. However, we may be limited in the services we can provide if the recommended custodian is not engaged. We may recommend the custodian based on criteria such as, but not limited to, reasonableness of commissions charged to you and services made available to you.

AdviceOne and its IARs 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". AdviceOne maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab (Please see Item 14).

We have no soft dollar arrangements and we do not aggregate trades. Although we do not aggregate trades, we will seek to execute securities transactions in a manner that is consistent and does not consistently advantage or disadvantage you or any other client accounts. The Advisor does not engage in any principal transactions and cross transactions.

Item 13 – Review of Accounts

Reviews

Accounts are reviewed at least quarterly. Reviews of investment accounts typically look at portfolio consistency with regards to your risk tolerance, investment time horizon, performance objectives, and asset allocation instructions. Reviews also consist of account holdings, transactions, charges, and performance as provided on such statements and other account reports. Also, if you receive financial planning advice, reviews are made on the same schedule. Reviews cover progress toward financial independence, anticipated distributions toward family legacy goals, anticipated distributions for social capital or charitable goals, as well as other goals communicated

by you. In either type of review, accounts will also be reviewed upon your specific request, or notice of changes in your circumstances.

Reviewers

Accounts are primarily reviewed by your IAR. In addition, our compliance program includes the periodic review of a sample of client accounts for consistency with your risk tolerance, investment time horizon, performance objectives, and asset allocation instructions. There is no minimum number of accounts assigned for the reviewer.

You are provided with written monthly or quarterly account statements from the custodian, depending on the activity in the account. Reports include details of your holdings, asset allocation, and other transaction information. Comparisons to market indices and account performance may be used to evaluate account performance.

You may receive from AdviceOne written performance reports describing AdviceOne account performance, holdings and other activity. The information contained in these reports is collected from sources believed to be reliable. However, you always should rely on your statements received from the custodian.

Item 14 – Client Referrals and Other Compensation

Participation in Institutional Advisor Platform

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

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain

mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

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

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

Promoters

We do not have any arrangement under which we, or a related person, directly or indirectly compensate any person, who is not our supervised person, or receive compensation from another for client referrals.

Item 15 – Custody

We will be granted authority, by written consent from you, to deduct the advisory fees directly from your account. This will constitute the only form of custody we have with your accounts. If engaged for investment management services, your assets must be placed with a "qualified custodian". The custodian will send to you, at least quarterly, an account statement. You are encouraged to review these reports and immediately inform us of any discrepancy.

Item 16 – Investment Discretion

Investment Discretion for Clients

As described in detail in Item 4 above, you will give the Advisor discretionary trading authority with respect to the purchase and sale of no-load mutual funds, other mutual funds at NAV, individual stocks and bonds, and variable annuity sub-account allocations in your account. This authority is disclosed in the client agreement.

Item 17 – Voting Client Securities (i.e., Proxy Voting)

We do not vote or assist in voting proxies, nor will we accept authorization to vote client securities. You will receive proxies or other solicitations directly from your custodian or a transfer agent.

Item 18 – Financial Information

We have no financial condition that is reasonably likely to impair our ability to meet contractual commitments to you given that we do not have custody of client funds or securities, or require or solicit prepayment of fees in excess of $1,200 per client and six months or more in advance. In addition, we are not currently, nor at any time in the past ten years been the subject of a bankruptcy petition.