



PROVIDENT LIVING
FINANCIAL SERVICES



FORM ADV PART 2A

DISCLOSURE BROCHURE

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This brochure provides information about the qualifications and business practices of Provident Living Financial Services, Inc. Being a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at (801) 753-5639. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority. Additional information about Provident Living Financial Services, Inc. (CRD #282665) is available on the SEC's website at www.adviserinfo.sec.gov.

ITEM 2: MATERIAL CHANGES

Section 2.01 Annual update

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

Section 2.02 Material Changes since the last update

Since the last update of this brochure on April 1, 2025, the following material changes have occurred:

- Item 4 assets under management calculation updated.
- We have added estate planning support services through a technology platform.
- We have added wealth and legacy stewardship services called Cathedral Legacy & Wealth Stewardship.

Section 2.03 Full Brochure Available

This firm brochure being delivered is the complete brochure for the firm.

ITEM 3: TABLE OF CONTENTS

| | |
|--|----|
| Item 1: Cover Page | 1 |
| ITEM 2: MATERIAL CHANGES | 2 |
| ITEM 4: ADVISORY BUSINESS..... | 4 |
| ITEM 5: FEES AND COMPENSATION | 9 |
| ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT..... | 15 |
| ITEM 7: TYPES OF CLIENT | 15 |
| ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES, & RISK OF LOSS | 15 |
| ITEM 9: DISCIPLINARY INFORMATION..... | 17 |
| ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS | 17 |
| ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING | 18 |
| ITEM 12: BROKERAGE PRACTICES..... | 19 |
| ITEM 13: REVIEW OF ACCOUNTS | 20 |
| ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION..... | 20 |
| ITEM 15: CUSTODY..... | 21 |
| ITEM 16: INVESTMENT DISCRETION..... | 21 |
| ITEM 17: VOTING CLIENT SECURITIES | 22 |
| ITEM 18: FINANCIAL INFORMATION..... | 22 |

ITEM 4: ADVISORY BUSINESS

Section 4.01 Firm Description

Provident Living Financial Services, Inc. (“Advisor” “Provident Living Financial Services” or “PLFS”) was founded under a different dba name, Sage Wealth Advisors Central California, Inc, in February 2010. The entity was formed as a dba for marketing for Mr. Richard Barber’s business while registered with other investment advisors and broker dealers. Advisor filed an application, with the dba name of Provident Living Financial Services, Inc., to begin offering advisory services in May of 2016. Richard Barber’s family trust is 100% beneficial owner of Advisor.

Advisor is a fee based–investment management, advisory, and financial wellness services firm. Advisor does not act as a custodian of client assets. The client always maintains asset control.

Each prospective advisory client is initially provided with the opportunity to request a complimentary consultation where Advisor can learn about the details of the client’s financial life, desired services, and provide a subsequent suitable recommendation of service(s). Periodic reviews are conducted and communicated to clientele to provide findings and subsequent updated recommendations. More frequent reviews occur but are not necessarily communicated to the client.

Other professionals (e.g., lawyers, accountants, insurance agents, registered investment advisors etc.), products, and services may be recommended to the client by Advisor, but in such cases the client should perform their own due diligence prior to engaging in a 3rd party relationship. Any such 3rd party relationships are engaged directly by the client on an as-needed basis.

Section 4.02 Types of Advisory Services

Advisor offers investment advisory and asset management services and other financial wellness services including financial planning services to advisory clients.. The client is under no obligation to act upon the investment advisor’s recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through Advisor.

Advisor offers several different programs with differing levels of service in terms of advisory, client service features, & additional perks. For clarity, the Advisor’s services are grouped in this section into:

- Investment advisory & management
- Additional financial wellness and advocacy services
- Group retirement plan services

Any of the Advisor’s services or out-of-scope services may be performed on an a-la-carte basis for a Client at the Advisor’s applicable hourly rate.

The Advisor may service self-directed “courtesy” client accounts and may, at their own discretion, provide limited administrative and non-discretionary order-entry assistance. Such accounts and services shall not be compensated by the Advisor, nor will they be monitored by Advisor. It is the client’s sole responsibility, with such accounts, to ensure that investments are monitored, and remain, suitable for their objectives and to place all orders directly with the custodian or

relay the requested trading information to Advisor to process at their sole discretion. . "Courtesy" accounts may be subject to the Advisor's per account administrative fee of \$15 /QTR at their sole discretion.

While services may differ from the legacy offering, all grandfathered clients will be automatically mapped to a similar or better service offering at the same cost and be subject to all other terms and conditions of their originally executed agreements with the Advisor unless a new client agreement is executed.

INVESTMENT ADVISORY & MANAGEMENT SERVICES: FINIQUE 360

Advisor provides Client with the availability of the following on-going investment advisory and management features (branded and packaged under the service name "Finique 360") for household or account level portfolios with conservative, moderate, aggressive, & trading/speculation risk profiles:

- ✓ Account custodian will be advisor's choice
- ✓ No account or household minimum balance required
- ✓ Fiduciary advisory relationship
- ✓ Portfolio advice for allocation & security selection
- ✓ Discretionary portfolio management
- ✓ Accommodation of reasonable portfolio tailoring client requests
- ✓ On-going due diligence monitoring for risk objective versus risk level, cash levels, holdings, & expert opinions
- ✓ On-demand reporting and online portal access
- ✓ Assigned client concierge to coordinate all administrative tasks
- ✓ Assigned client-experience manager as a direct point of contact
- ✓ Annual tax harvesting review
- ✓ Reduced or waived fee for financial wellness & advocacy membership memberships for client & family*

** See below and Item 5 for more details on reduced or waived fee eligibility.*

CATHEDRAL LEGACY & WEALTH STEWARDSHIP SERVICE

The Advisor may offer Cathedral Legacy & Wealth Stewardship services to existing, new, or one-time clients seeking guidance on long-term, multi-generational wealth planning. These services are designed to help clients evaluate, design, and implement durable legacy structures intended to preserve and steward wealth for future generations and / or charitable purposes. The Advisor's role in this service is primarily educational, consultative, and coordinative in nature. The Advisor assists clients in clarifying goals, evaluating strategic options, modeling long-term outcomes, and coordinating the implementation of planning strategies. Where appropriate, implementation may involve third-party professionals (e.g., estate planning attorneys, tax advisors, trust companies, insurance specialists, or other subject-matter experts). Such third-party professionals are engaged with the client's consent and are compensated directly by the client. The Advisor may contract performance of this service to a 3rd party philanthropic consultant. The Advisor does not provide legal or tax advice and does not draft legal documents. The Advisor may help facilitate communication among advisors and support ongoing stewardship discussions but does not serve as trustee, executor, or legal fiduciary unless separately disclosed and agreed upon in writing. Existing Finique 360 clients may receive discounted access to this service.

ADDITIONAL FINANCIAL WELLNESS & ADVOCACY SERVICES: DIY, JOURNEY, VIP, & VIP+

So they never have to navigate anything where life and money meet alone, the Advisor provides clients with the availability of the following additional on-demand financial wellness and advocacy perks and services at their billed hourly rate unless the client qualifies for them as part of the following memberships:

| <i>All membership perks & services are available upon request</i> | DIY | Journey | VIP | VIP+ |
|---|------------|-----------------------|------------------------|--------------|
| Milestones & phases (MAPs) financial planning | \$200 /MO | \$100 /MO | ✓ | ✓ |
| One-time “Enchante” introductory session (up to 1 hour) | ✓ | ✓ | ✓ | ✓ |
| Financial organization portal | ✓ | ✓ | ✓ | ✓ |
| Financial planning calculators | ✓ | ✓ | ✓ | ✓ |
| Income labs | ✓ | ✓ | ✓ | ✓ |
| 25-min pit-stop live session slots (per year) | 2 @ \$50 | 2 | 4 | 8 |
| Assigned financial advocate & solutions concierge | | ✓ | ✓ | ✓ |
| Unlimited Q&A messaging | | ✓ | ✓ | ✓ |
| One-time financial observations & roadmap session (up to 2 hours) | | ✓ | ✓ | ✓ |
| Crisis or change navigation sessions (per qualifying life event) | | 1 | 4 | Unlimited |
| Waived-fee membership for immediate family (parents & children) | | 2 x DIY | Journey | VIP |
| Big-ticket spending concierge | | | ✓ | ✓ |
| Planned-giving philanthropic consulting | | | ✓ | ✓ |
| Customized full-day live annual sessions | | | | ✓ |
| Managed organizational portal | | | | ✓ |
| Asset protection with estate & legacy strategy consulting | | | | ✓ |
| Family office set-up & operations consulting | | | | ✓ |
| Estate planning support services technology platform | \$1,000 | \$750 | \$500 | ✓ |
| Other out-of-scope hourly work | | | | ✓ |
| MEMBERSHIP ELEGIBILITY | | | | |
| Finique 360 minimum assets under management for base fee-waiver | \$50,000 | \$200,000 | \$1 million | \$10 million |
| Paid subscriptions | \$50/MO | \$100/MO | \$400/MO | n/a |
| Enrolled groups fee-waivers or discounts | n/a | n/a | 25% off | n/a |
| Immediate family fee-waivers | n/a | VIP Child / Parent | VIP+ Child / Parent | n/a |

DIY & JOURNEY MEMBERSHIPS FOR GROUPS

DIY & Journey memberships for employer and other approved groups, provides fully sponsored or subsidized access for eligible group members. Group sponsors with more than 5 group participants will be eligible for this program & will benefit from discounted or waived ongoing Journey membership fees for their group participants. Group participants that enroll in DIY and Journey memberships will be responsible for any applicable surcharges that apply to their respective memberships. In some cases, it may be possible for plan sponsors for ERISA based plans to utilize plan assets to cover the costs of these memberships for their plan participants.

GENERAL FINANCIAL WELLNESS & ADVOCACY SERVICES TERMS

All surcharge discounts & waivers are only valid if, at the time-of-service request, one full year of continuous applicable Journey membership enrollment has been effective, unless waived by the Advisor. It is the client’s responsibility to ultimately ensure they receive value for costs incurred by requesting services and comparing costs with other packages or service offerings for similar services rendered.

Because some benefits are provided by third parties, some vendors may be removed and/or replaced at the Advisor’s sole discretion. In such circumstances, the Advisor will make a good faith effort to provide and resume a similar benefit, or replace with a benefit with greater or equal value, to those with the applicable Journey membership.

It is the responsibility of the Client to read, understand, and honor the terms and conditions, as well as the privacy policy, of all third-party service providers who shall be solely responsible for the services they shall provide. By utilizing third-party services and platforms, the Client acknowledges through the Advisor's terms of service that they are comfortable with utilizing the third-party's services and platforms and authorizes the Advisor and third-parties to share any Client information to provide a seamless client experience.

ESTATE PLANNING SUPPORT SERVICES PLATFORM

The Advisor offers estate planning support service to clients through a technology platform. While available to any client for a fee, this service may be accessed at a discount as a perk of our membership packages. It includes a self-help document builder so clients can build their own estate planning documents, an AI review of existing documents, a portal keep estate planning documents and work on hypotheticals, and a built in network of estate planning specialists that the clients can hire independently for an agreed fee. Advisor, nor anyone affiliated, does not practice law nor provide legal advice.

GROUP RETIREMENT PLAN SERVICES 3(38) INVESTMENT MANAGER

Advisor can also act as an ERISA 3(38) Investment Manager in which it has discretionary management and control of a given retirement plan's assets. Advisor would then become solely responsible and liable for the selection, monitoring and replacement of the plan's investment options.

Fiduciary Services are:

- ✓ Advisor has discretionary authority and will make the final decision regarding the initial selection, retention, removal and addition of investment options in accordance with the Plan's investment policies and objectives.

- ✓ Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan.

The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5).

The Advisor does not provide non-fiduciary services to ERISA plans.

Advisor may provide the above services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between ADVISOR and Client.

Advisor has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- ✓ Employer securities
- ✓ Real estate (except for real estate funds or publicly-traded REITs)
- ✓ Stock brokerage accounts or mutual fund windows
- ✓ Participant loans
- ✓ Non-publicly-traded partnership interests
- ✓ Other non-publicly traded securities or property (other than collective trusts and similar vehicles)
- ✓ Other hard-to-value or illiquid securities or property.
- ✓ Plan assets not managed on a discretionary basis by the Advisor.

Excluded Assets will not be included in calculation of fees paid to the Adviser on the ERISA Agreement.

Section 4.03 Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each client are documented in our client files. Investment strategies are created that reflect the stated goals and objective. Clients with may impose restrictions on investing in certain securities or types of securities or for other reasons.

Agreements may not be assigned without written client consent, except in a succession, business continuity scenario, or otherwise agreed to within the agreement between Advisor & Client.

Section 4.04 Wrap Fee Programs

Advisor does not sponsor any wrap fee programs.

Section 4.05 Client Assets Under Management

As of December 31, 2025, Advisor had approximately \$158,102,043 client assets under management on a discretionary basis and \$0 on a non-discretionary basis.

ITEM 5: FEES AND COMPENSATION

Section 5.01 Method of Compensation and Fee Schedule

Advisor will provide to all prospective first-time clients up to 15 minutes of consultation free of charge & without obligation during which the client will be able to get advice on and select the service program that best suits their needs.

Fees are calculated and applied at the household level rather than by account allowing the client to hit any applicable fee breakpoints faster. A household is defined as immediate family living at the same address or separate addresses if eligible as a tax-dependent of the head of household. The Advisor may extend, at their sole discretion, the definition of household to include those living at the same address or blood relatives one-generation either side of a respective client.

Clients may terminate their enrollment in an advisory program within five (5) business days of signing the Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice or if the Client requests an account transfer in writing to another investment custodian. Client will be entitled to a pro-rata refund for any unearned, prepaid fees at the time of the following scheduled practice quarterly billing. Client shall be given thirty (30) days prior written notice of any increase in applicable program fees, and client will acknowledge, in writing, any agreement of increase in said fees.

Pricing and related assets under management minimums for household advisory programs are as follows:

INVESTMENT ADVISORY & MANAGEMENT SERVICES: FINIQUE 360

Section 5.01 Method of Compensation and Fee Schedule

Quarterly Advisory Cost: FINIQUE 360 (based on assets under advisement)

- Tier 1 (First \$10 million): 0.50%
- Tier 2 (Next \$90 million): 0.25%
- Tier 3 (> \$100 million): 0.125%

Exceptions to above fee schedule: (as multiple discounts may not be combined the most valuable discount will be applied for Client at the time of inception):

- ✓ STARTER: Finique 360 fee is waived if client household assets are less than \$10,000
- ✓ NON-PROFIT: 25% discount on donor-advised funds & 50% discount off other non-profit accounts.
- ✓ GRANDFATHER EXISTING CLIENTS: Original client fee schedule will be honored until new agreement is signed.
- ✓ HERO: 25% discount for 1st responders, active-duty military, veterans, caregivers, medical workers, & educators
- ✓ TEAM-MEMBER FAMILY: Immediate family (parents, siblings, & children) receive 50% discount on Tier 1 only
- ✓ SUPER-SAVER 50-for-50: 0.50% flat rate of 0.50%/YR on all AUM with proof of 50% household savings rate on gross income adjusted for income taxes. Must requalify each year.
- ✓ INFLUENCER: Applies and offered on a case-by-case basis
- ✓ COMPETITIVE: Applies and offered on a case-by-case basis with proof of lower fees for similar services
- ✓ PROMOTIONAL CAMPAIGNS: Will vary and may be offered from time-to-time at Advisor's discretion
- ✓ PER ACCOUNT ADMINISTRATIVE FEE: Advisor reserves the right to bill client up to \$25/^{QTR} per account
- ✓ POSSIBLE THIRD-PARTY COSTS: These typically relate to money manager and custodian costs^Λ, may vary, & are paid directly or may be reimbursed to Advisor by the client

^ Advisor receives no indirect or direct compensation from 3rd party providers

CATHEDRAL LEGACY AND WEALTH STEWARDSHIP SERVICES

The following fee schedule shall apply for Advisor services with this program. Discounts may be available for bulk commitments:

| STEWARDSHIP PHASE | Finique 360 client with >\$1m AUM | Standard rate for everyone else |
|--------------------------|--|--|
| Evaluate | No greater than \$5,000 / occurrence | No greater than \$10,000 / occurrence |
| Design | No greater than \$10,000 / occurrence | No greater than \$20,000 / occurrence |
| Build | No greater than \$10,000 / occurrence | No greater than \$20,000 / occurrence |
| Manage | Negotiated at time of selection of service scope | Negotiated at time of selection of service scope |

FINANCIAL WELLNESS & ADVOCACY SERVICES

All financial wellness & advocacy services, including any out-of-scope services are billed at the advisor's hourly rate of \$200 /^{HR} (billed in and rounded up to 15 minute increments), unless a membership-based flat fee, fee waiver, override, or discount applies as indicated below or in section 4.02.

ESTATE PLANNING SUPPORT SERVICES TECHNOLOGY PLATFORM

The standard fee for platform access shall be \$1,500 one-time plus \$500 per any subsequent document builder access session. For any clients with Advisor memberships, this standard fee shall be waived and replaced by the applicable surcharge referenced in this section below. VIP+ clients will not be subject to a surcharge. While intended as a self-help tool, the client may additionally engage the Advisor for additional support using this tool at their hourly rate.

FINANCIAL WELLNESS & ADVOCACY MEMBERSHIPS

Memberships may be acquired by having sufficient household assets under management in the Finique 360 investment advisory & management program, through family relationships of existing clients, group sponsorship, or through purchase as follows:

DIY MEMBERSHIP COST

Base Fee: \$60 /^{MO}

Base membership fee is waived or reduced for (discounts and waivers may not be combined – best will be applied):

- **WAIVED:** FINIQUE 360 clients with more than \$100,000 in assets under management.
- **WAIVED:** Parents & children of Journey members that have allocated to them 1 of their 2 gifted DIY memberships
- **WAIVED OR REDUCED:** Sponsored group participants of an enrolled Journey for Groups client.
- **50% DISCOUNT:** If base fee is paid annually in advance and auto-renewed with auto-pay.

Applicable Surcharges:

- **FINANCIAL PLANNING SERVICES:** \$200 /^{MO}
- **UP TO 2 x CHECKPOINT PITSTOP SESSIONS UP TO 20 MINUTES ANNUALLY:** \$50 /^{slot}
- **ESTATE PLANNING SUPPORT SERVICES TECHNOLOGY PLATFORM:** \$1,000 one-time + \$500 per any subsequent document builder access session.
- **OUT OF SCOPE WORK:** \$200 /^{HR}

JOURNEY MEMBERSHIP COST

Base Fee: \$100 /MO

Base membership fee is waived or reduced for (discounts and waivers may not be combined – best will be applied):

- WAIVED: FINIQUE 360 clients with more than \$200,000 in assets under management.
- WAIVED: Parents and children of VIP members.
- WAIVED OR REDUCED: Sponsored group participants of an enrolled Journey for Groups client.
- 50% DISCOUNT: If base fee is paid annually in advance and auto-renewed with auto-pay.

Applicable Surcharges:

- FINANCIAL PLANNING SERVICES: \$100 /MO
- ESTATE PLANNING SUPPORT SERVICES TECHNOLOGY PLATFORM: \$750 one-time + \$250 per any subsequent document builder access session.
- OUT OF SCOPE WORK: \$200 /HR

VIP MEMBERSHIP COST

Base Fee: \$400 /MO

Base membership fee is waived or reduced for (discounts and waivers may not be combined – best will be applied):

- WAIVED: FINIQUE 360 clients with more than \$1,000,000 in assets under management.
- WAIVED: Parents and children of VIP⁺ members.
- 25% DISCOUNT: Sponsored group participants of approved enrolled Journey for Groups client.

Applicable Surcharges:

- OUT OF SCOPE WORK: \$200 /HR
- ESTATE PLANNING SUPPORT SERVICES TECHNOLOGY PLATFORM: \$500 one-time + \$250 per any subsequent document builder access session.

VIP⁺ MEMBERSHIP

VIP⁺ membership is not available for purchase & requires FINIQUE 360 assets under management of \$10,000,000⁺.

Applicable Surcharges:

- OUT OF SCOPE WORK: \$200 /HR

All base membership fees may be split up and paid monthly, quarterly, semi-annually, or annually. In the case of annually, prepaid fees shall not exceed more than \$600. One-year commitment is required for all monthly or quarterly or semi-annually-pay options. Waived fees or discounts must be qualified for annually. Assets under management or discount requirements are assessed at year-end or as Client meets threshold and makes a request for a membership benefit adjustment.

Fees are subject to annual increases at Advisors discretion to not exceed the greater of 3% annual

average or CPI-linked increase from the time of Client enrollment. The Client will be notified in advance of any such pricing adjustments.

Journey membership obtained through fee-waiver or discount will be terminated with immediate effect and without notice should Client or sponsor no-longer meet eligibility requirements to provide this pricing break.

JOURNEY FOR GROUPS

Base fee for Group Sponsors: \$1^{/MO} per eligible group member subject to a \$100^{/MO} base fee minimum.

PLUS

Either sponsored or subsidized DIY or Journey membership for group participants:

IF PAID FULLY BY GROUP SPONSOR

- SPONSORED DIY MEMBERSHIP RATE PER PARTICIPANT: \$150^{/YR} (50% discount off of regular rate)
 - SPONSORED JOURNEY MEMBERSHIP RATE PER PARTICIPANT: \$300^{/YR} (50%

discount off of retail rate) IF SUBSIDIZED BY GROUP SPONSOR

- For DIY & JOURNEY memberships the participant of an enrolled group and sponsor combined shall pay the same 50% discounted rate in aggregate as stated with the participant responsible for what the sponsor does not cover.

An upgrade to VIP membership will be considered on a case-by-case basis for a group and its participants upon request at an effective 25% discount to the regular retail membership price. Those interested in acquiring VIP membership should contact the advisor at info@getprovident.com to request.

Other important information about Journey for Groups

Journey for Groups-based discounts are only available to eligible employees, members, or clients of groups who have been approved by Advisor. Such approval may require the group's or an individual's continued enrollment in 3rd party services. Contact the Advisor if you are unsure if you qualify for the Group Participant rate. Journey for Group discounts, whether for the sponsoring group or participant, unless otherwise specified in this section, do not apply to any applicable surcharges. View the Journey membership benefits in Section 4.02 for more details about possible applicable surcharges. It is the responsibility of enrolled groups to ensure they are getting good value for this fee.

Journey for Groups clients may optionally for a supplemental cost, and at the sole discretion of the Advisor, book a block of meeting slots for onsite one-on-one meetings. The supplemental cost for this service shall be \$1,600 one-time + \$1,600

^{/day} + reimbursement per travelling person for reasonable and customary travel expenses to include hotels, meals, car rental, gasoline, insurance, parking, tolls, flights, and other public transportation.

GENERAL PRICING TERMS FOR FINANCIAL WELLNESS & ADVOCACY SERVICES

Advisor may require that half or all of estimated final bill be paid in advance with the balance due at the completion of agreed service. If the client is due a refund in the case of an over estimation of hours, the refund will be sent to the client within 14 days of completion of project. If the services require additional billable hours the advisor shall provide the client with an estimate of additional billable hours required to complete the services as soon as it is evident additional time shall be needed and get the clients

pre-approval to continue performing services. The client shall approve the additional work by paying in full in advance for estimated additional billable hours for additional services. All out-of-scope services are contracted and performed subject to advisor's availability & discretion.

The client may provide the Advisor with authorization to debit payment for out-of-scope services directly from their brokerage account held under the advisor's management. This shall be the default option if it is available and should the client and advisor not agree to another payment method. Otherwise client will be invoiced and may pay via check or, if made available by the advisor, ach bank draft, credit or debit card. Services are typically completed within 90 days of client agreement or as otherwise agreed to between Advisor and Client.

GROUP RETIREMENT PLAN SERVICES

Costs billed quarterly by the Advisor to Client for group retirement plan services will be based on assets under management or plan assets as follows:

- Tier 1 (First \$10 million): 0.50%
- Tier 2 (Next \$90 million): 0.25%
- Tier 3 (> \$100 million): 0.125%

The Advisor's fee discount programs do not typically apply to group retirement plan services but from time to time at the sole discretion of the Advisor may be deployed. Prospective clients may request a binding fee quotation from the Advisor prior to deciding to contact for the Advisor's services.

PAYMENT OF FEES FOR ALL PROGRAMS

All asset under management quarterly fees are billed quarterly in advance, typically during the first 10 days of January, April, July, & October & are based on previous quarter assets under management end of period values. Quarterly fees are adjusted for interim cash-flow activity throughout any given quarter and billed in arrears. Where applicable, tiered fee breakpoints are calculated at the household level for all assets under management enrolled in a given program.

Client authorizes Advisor to instruct custodian to debit and pay applicable fees from their account(s) when or after they are due. Should there not be sufficient cash to cover any given fee, Client authorizes Advisor to raise sufficient funds to cover upcoming fees by authorizing them to have and use discretionary authority.

If using a different payment method, Client agrees to pay Advisor processing surcharge not to exceed the greater of \$1.50 or 3.5% of the amount paid. Advisor also reserves the right, at their sole discretion to pass onto the client any taxes imposed by government authorities.

Quarterly advisory fees deducted from the clients' account by the custodian will be reflected in a provided fee invoice or statements as fees are withdrawn. Fee invoices or statements shall be provided through a portal accessible to clients and are also available from the Advisor upon client request. Clients may contact the Advisor to request assistance in accessing the client portal. The fees must be paid within ten (10) days following the beginning of the quarter which the account is being billed for unless the fees are debited automatically as agreed between Client & Advisor. Lower fees for comparable services may be available from other sources.

If a Separate Account Manager (SAM) or TAMP (Turn-key Asset Management Program) is used for managing client accounts, any fees paid to SAM or TAMP are separate and in addition to fees paid to Advisor. Likewise, any custodian, mutual or exchange traded costs are an additional cost and responsibility of the client separate to Advisor's fee. The combined fees will not exceed any industry standard.

Journey, including any applicable group sponsorship fees, shall be billed to and auto debited from the agreed linked bank, brokerage, debit or credit card account belonging to the client or any applicable group sponsor.

ADDITIONAL CLIENT FEES CHARGED

Custodians may charge, as agreed directly with Client, asset-based or transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include Mutual Fund transactions fees, postage and handling and miscellaneous fees (fee levied to recover costs associated with fees assessed by self-regulatory organizations). The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

Advisor, at their sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

For more details on the brokerage practices, see Item 12 of this brochure.

PREPAYMENT OF CLIENT FEES

Advisor does not require prepayment of fees of more than \$1200 per client and six months or more in advance.

EXTERNAL COMPENSATION FOR THE SALE OF SECURITIES TO CLIENTS

The Advisor shall not receive external compensation for the sale of securities to clients.

PAYMENT PROCESSING FEES

Advisor may, at their sole discretion, to assist in recouping their payment processing costs and efforts by billing the Client no more than the greater of \$1.50 and 5% of payment due per transaction for payment processing fees. Such a fee will not exist if client pays directly by check or through automated debit from their Advisor-administered brokerage account.

ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Section 6.01 Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

Advisor does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for the advisor to recommend an investment that may carry a higher degree of risk to the client.

ITEM 7: TYPES OF CLIENT

Section 7.01 Description

Advisor generally provides investment advice, management & financial wellness services to individuals, trusts, estates, charitable or non-profit organizations, or business entities.

Client relationships vary in scope and length of service.

Section 7.02 Account Minimums

Advisor has no minimum assets under management requirements but does provide suggested minimums for each investment advisory program to help ensure Client receives good value for fees paid. Please refer to Item 5 of this brochure for suggested minimums.

ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES, & RISK OF LOSS

Section 8.01 Methods of Analysis

Advisor may utilize fundamental analysis, technical analysis, and cyclical analysis, as well as relying on reputable third-party sources for research and opinions, when managing client's assets. Investing in securities involves risk of loss that clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis involves evaluating a stock using real data such as company revenues, earnings, return on equity, and profits margins to determine underlying value and potential growth. Technical analysis involves evaluating securities based on past prices and volume. Cyclical analysis involves analyzing the movement of a security against the cycles of the market.

Primary sources of information may include financial newspapers and magazines, reports from reputable analysts, research providers, economists and strategists, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

Section 8.02 Investment Strategy

The investment strategy for a specific client is based upon the objectives and anticipated liquidity needs stated by the client during consultations. The client may change these objectives at any time. Each client will have an Investment Policy Statement or Risk Tolerance that documents their objectives and their desired investment strategy.

Other strategies may include long-term purchases, short-term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

Section 8.03 Security-specific Material Risks

All investment programs have certain risks that are borne by the investor. Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk. Risks involved in technical analysis are inflation risk, reinvestment risk, and market risk. Cyclical analysis involves inflation risk, market risk, and currency risk.

Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with Advisor:

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

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

Inflation Risk: When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.

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

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

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

Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

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

Long-term purchases: Long-term investments are those vehicles purchased with the intention of being held for more than one year. Typically, the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.

Short-term purchases: Short-term investments are typically held for one year or less. Generally, there is not a high expectation for a return or an increase in value. Typically, short-term investments are purchased for the relatively greater degree of principal protection they are designed to provide. Short-term investment vehicles may be subject to purchasing power risk – the risk that your investment's return will not keep up with inflation.

Trading risk: Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.

Options Trading: The risks involved with trading options are that they are very time sensitive investments.

An options contract is generally a few months. The buyer of an option could lose his or her entire investment even with a correct prediction about the direction and magnitude of a particular price change if the price change does not occur in the relevant time period (i.e., before the option expires). Additionally, options are less tangible than some other investments. An option is a “book-entry” only investment without a paper certificate of ownership.

Non-Traded REITs Risk: Absence of a public market, lack of liquidity, no guarantee of a distribution and no connection between the share of price of the REIT and the net asset value of the REIT until the assets are valued by the Board of Directors.

Leveraged and Inverse ETF Risk: These ETFs are complicated instruments designed to be used by sophisticated investors who fully understand the term, investment strategy and risks associated with the funds. Many leveraged and inverse funds use leverage and derivative instruments to achieve their stated investment objectives. These funds can be extremely volatile and carry a high risk of substantial losses. Most leverage and inverse funds “reset” daily, meaning that they are designed to achieve their stated objectives on a daily basis. The performance for investors who invest over longer periods of time—weeks, months or years—may differ significantly from the fund’s stated goal as well as the target benchmark’s performance. Investments in leveraged and inverse funds must be actively monitored on a daily basis and are typically not appropriate for a buy-and-hold strategy.

ITEM 9: DISCIPLINARY INFORMATION

Section 9.01 Criminal or Civil Actions

The firm and its management have not been involved in any criminal or civil action required to be reported.

Section 9.02 Administrative Enforcement Proceedings

The firm and its management have not been involved in administrative enforcement proceedings required to be reported.

Section 9.03 Self-regulatory organization Enforcement Proceedings

The firm and its management have not been involved in legal or disciplinary events related to past or present investment clients required to be reported.

ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Section 10.01 Broker-Dealer or Representative Registration

Advisor is not registered as a broker-dealer and no affiliates are registered representatives of a broker-dealer.

Section 10.02 Futures or Commodity Registration

Neither Advisor nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Section 10.03 Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Mr. Barber’s wife is owner of Welfie, LLC., and Richard Barber serves as director on the board for Welfie, LLC as well as its Director of Product. Welfie, LLC. licenses a personal financial management and collaboration technology platform to employer-groups, independently-owned financial advocacy practices, and their end-users as well as to the public. Welfie LLC does not engage in the delivery of, nor is compensated indirectly or directly for the delivery of investment advice.

Clients of the Advisor, or associated parties, may also be clients of Welfie, LLC. which provides an indirect financial benefit to Mr. Barber. Mr. Barber as an independent contractor may also be contracted by Welfie,

LLC as a business consultant and/or advisor and this also provides a conflict of interest & financial benefit to Mr. Barber. Mr. Barber shall not spend any more than 5% of regular business hours on such contracts.

This represents a conflict of interest because it gives an incentive to recommend products and services based on the commission and/or fee amount received. This conflict is mitigated by the fact that Mr. Barber has a fiduciary responsibility to place the best interest of the client first and the clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another related service or any other vendor of their choosing.

Section 10.04 Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

Advisor may at times when deemed appropriate for the client hire SAMs to manage all or a portion of the client account. The SAM will maintain the models or investment strategies agreed upon between Advisor and Client. SAM will execute all trades on behalf of Advisor in the designated account(s). Advisor will be responsible for the overall direct relationship with the client. Fees for the SAM are separate and in addition to fees charged by Advisor. Since the fee paid to Advisor is the same, there is no conflict of interest.

Advisor will ensure before selecting other advisors that the other advisor is properly licensed or registered as an investment advisor.

ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Section 11.01 Code of Ethics Description

The employees of Advisor have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of Advisor employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of Advisor. The Code reflects Advisor and its supervised persons' responsibility to act in the best interest of their client.

One area the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our clients.

Advisor's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of Advisor may recommend any transaction in a security or its derivative to advisory clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

Advisor's Code is based on the guiding principle that the interests of the client are our top priority. Advisor's officers, directors, advisors, and other employees have a fiduciary duty to our clients and must diligently perform that duty to maintain the complete trust and confidence of our clients. When a conflict arises, it is our obligation to put the client's interests over the interests of either employees or the company.

The Code applies to "access" persons. "Access" persons are employees who have access to non-public information regarding any clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to clients, or who have access to such recommendations that are non-public.

The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

Section 11.02 Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

Advisor and its employees do not recommend to clients, securities in which we have a material financial interest.

Section 11.03 Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

Advisor and its employees may buy or sell securities that are also held by clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide Advisor with copies of their brokerage statements in addition to following the specific requirements outlined on our compliance manual.

The Chief Compliance Officer of Advisor is Richard Barber. He reviews all employee and investment advisor representative trades each quarter. The personal trading reviews helps mitigate that the personal trading of employees does not affect the markets and that clients of the firm have received preferential treatment over employee trades.

Section 11.04 Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

Advisor does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, employees may buy or sell the same securities they buy or sell for clients. In order to mitigate conflicts of interest such as front running, employee or family members are required to disclose all reportable securities transactions as well as provide Advisor with copies of their brokerage statements.

ITEM 12: BROKERAGE PRACTICES

Section 12.01 Factors Used to Select Broker-Dealers for Client Transactions

Advisor may recommend the use of a particular broker-dealer or may utilize a broker-dealer of the client's choosing. Advisor will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. Advisor relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Advisor does not receive client referrals from a broker-dealer or third party.

Clients pay for any and all custodial fees in addition to the advisory fee charged by Advisor.

DIRECTED BROKERAGE

In circumstances where a client directs Advisor to use a certain broker-dealer, Advisor still has a fiduciary duty to its clients. The following may apply with Directed Brokerage: Advisor's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among clients, and conflicts of interest arising from brokerage firm referrals.

BEST EXECUTION

Investment advisors who manage or supervise client portfolios have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is affected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing

relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.

SOFT DOLLAR ARRANGEMENTS

Advisor does not have any soft dollar arrangements.

Section 12.02 Aggregating Securities Transactions for Client Accounts

Advisor may aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of Advisor. All clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis

ITEM 13: REVIEW OF ACCOUNTS

Section 13.01 Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

With the exception of self-directed accounts which the Advisor shall not review, account reviews are performed quarterly by Investment Advisor Representatives of Advisor. Account reviews are performed more frequently when market conditions dictate.

Section 13.02 Review of Client Accounts on Non-periodic Basis

Other conditions that may trigger a review of clients' accounts are changes in the tax laws, new investment information, and changes in a client's own situation.

Section 13.01 Content of Client-provided Reports and Frequency

Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by the Advisor's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs.

ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

Section 14.01 Economic Benefits Provided to Advisory Firm from External Sources and Conflicts of Interest

Mr. Barber's wife is owner of Welfie, LLC and Richard Barber serves as director on the board for Welfie, LLC as well as its Director of Product. Welfie, LLC. licenses a personal financial management and collaboration technology platform to employer-groups, independently-owned financial advocacy practices, to their end-users as well as the general public.

Clients of the Advisor, or associated parties, may also be clients of Welfie, LLC which provides an indirect financial benefit to Mr. Barber. Mr. Barber as an independent contractor may also be contracted by Welfie, LLC as a business consultant and/or advisor and this also provides a conflict of interest & financial benefit to Mr. Barber. Mr. Barber shall not spend any more than 5% of business hours on such contracts.

Mr. Barber, his related businesses, and or Advisor may receive sponsorship dollars from third party vendors in connection with client appreciation and promotional events. In addition, revenue may be received from unaffiliated companies advertising on Advisor's blog or through affiliate relationships.

This represents a conflict of interest because it gives an incentive to recommend products and services based on the commission and/or fee amount received. This conflict is mitigated by the fact that Mr. Barber has a fiduciary responsibility

to place the best interest of the client first and the clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another service or any other vendor of their choosing.

Section 14.02 Advisory Firm

Payments for Client Referrals

Advisor does not compensate for Client referrals.

ITEM 15: CUSTODY

Section 15.01 Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to the performance report statements prepared by Advisor. Advisor has custody of the funds and securities solely as a consequence of its authority to make withdrawals from client accounts to pay its advisory fee.

ITEM 16: INVESTMENT DISCRETION

Section 16.01 Discretionary Authority for Trading

Advisor accepts discretionary authority to manage securities accounts on behalf of clients. Advisor has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. The client will authorize Advisor discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

The client approves the custodian to be used and the commission rates paid to the custodian. Advisor does not receive any portion of the fees, transaction fees, or commissions paid by the client to the custodian on certain transactions.

ITEM 17: VOTING CLIENT SECURITIES

Section 17.01 Proxy Votes

Advisor does not vote proxies on securities. Clients are expected to vote their own proxies. The client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, Advisor will provide recommendations to the client. If a conflict of interest exists, it will be disclosed to the client.

ITEM 18: FINANCIAL INFORMATION

Section 18.01 Balance Sheet

A balance sheet is not required to be provided because Advisor does not serve as a custodian for client funds or securities and Advisor does not require prepayment of fees of more than \$1200 per client and six months or more in advance.

Section 18.02 Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

Advisor has no condition that is reasonably likely to impair our ability to meet contractual commitments to our clients.

Section 18.03 Bankruptcy Petitions During the Past Ten Years

No bankruptcy petitions to report.



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