Item 1 – Cover Page

JBL Wealth Strategies, LLC

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March 24, 2023

Part 2A of Form ADV (the "Brochure") provides information about the qualifications and business practices of JBL Wealth Strategies, LLC. If you have any questions about the contents of this Brochure, please contact John B. Lattarulo at (619)-218-2734 or john@jblwealthstrategies.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

JBL Wealth Strategies, LLC is registered as an investment adviser with the State of California; however, such registration does not imply a certain level of skill or training and no inference to the contrary should be made.

Additional information about JBL Wealth Strategies, LLC is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm's information on this website by searching for JBL Wealth Strategies, LLC (CRD#165960).

Item 2 – Material Changes

This Brochure is prepared in accordance with the requirements and rules adopted by the California Department of Financial Protection and Innovation (“DFPI”). Part 2A of Form ADV requires investment advisers to provide narrative, plain English disclosures regarding their advisory business in order to provide clients and prospective clients with more meaningful information about the adviser and its business practices.

Since our last annual updating amendment dated February 22, 2022, we have no material changes.

JBL Wealth Strategies, LLC will ensure that you receive a summary of material changes, if any, to this and subsequent disclosure Brochures within 120 days after JBL Wealth Strategies, LLC’s fiscal year ends. The fiscal year ends on December 31, so you will receive our communication no later than April 30 each year. At that time JBL Wealth Strategies, LLC will also offer or provide a copy of the most current disclosure Brochure. JBL Wealth Strategies, LLC will also provide other ongoing disclosure information as necessary.

Item 3 – Table of Contents

Item 4 – Advisory Business

JBL Wealth Strategies, LLC is a registered investment adviser based in San Diego, California. We are organized as a limited liability company under the laws of the State of California. We were formally known as John B. Lattarulo DBA JBL Wealth Strategies as a sole proprietorship and have been providing investment advisory services since 2013. John B. Lattarulo is our sole owner, Managing Member, and Chief Compliance Officer. JBL Wealth Strategies, LLC (hereinafter "JBL" "Adviser" "we" "us" or "our") currently offers investment advisory services as described below which are personalized to each individual client.

Introduction

Our investment advisory services are provided to you through JBL Wealth Strategies, LLC, the registered investment adviser, or an appropriately licensed and qualified investment adviser representative (collectively, hereinafter "Representatives").

For all advisory services provided, you should be aware that a potential conflict of interest exists between our interests and your interests. You are under no obligation to act on our recommendations and, if you do, are under no obligation to effect any transaction through us.

Description of Advisory Services

The following are descriptions of Adviser's primary advisory services. Additional information concerning details of our advisory services and the fees for these services is provided to clients and prospective clients (hereinafter "clients" or "you") in **Item 5, Fees and Compensation**. A written agreement detailing the exact terms of the service must be signed by you and Adviser before any services can be provided.

Asset Management Services

We offer asset management services providing you with continuous and on-going supervision over your accounts. This means that we continuously monitor your account and make trades in that account when necessary. Our services are offered through a traditional management program, which means that advisory services are provided for a fee but transaction services are billed separately on a per-transaction basis.

TIAA Variable Insurance and Retirement Products

Adviser maintains an arrangement with TIAA. TIAA is a financial services corporation offering a wide array of products including retirement products, 529 College Savings Plans, managed investment accounts, checking and savings products, mortgage loans and other managed investment accounts as well as non-commissionable life insurance and annuity products to "fee only" financial advisers/planners. As part of the Financial Planning and Consulting Services offered by the Adviser as described below, the Adviser will recommend varying products and services including insurance products or retirement policies offered by TIAA per the Adviser's arrangement with TIAA for clients who have an insurance need for their financial planning, which can include cash and asset management components. The Adviser receives no compensation from TIAA for any clients referred to TIAA who implement these recommendations. However, should a client choose to implement the recommendation, there can be a cash component to the product, for which the client can elect to have the adviser manage for a fee and in accordance with the fee schedule listed in Item 5. The adviser is limited to using the funds available in the policy which are chosen by TIAA. The client is under no obligation to use TIAA products and can pursue products from another provider if they so choose. This arrangement can create a conflict of interest. For further description of this conflict and mitigation see Item 10 below.

Financial Planning & Consulting Services

We offer advisory services in the form of full and modular (segmented) financial plans. These services do not involve implementing any transaction on a client's behalf or the active and ongoing monitoring or managing of a client's investments or accounts. Clients are solely responsible for determining whether to implement our recommendations. Instead, full planning services focus on a client's overall financial situation while modular planning services focus on specific areas of client concern.

Consultation services can be on any topic or topics of interest or concern to clients

When providing financial planning and consulting services, the role of the representative is to find ways to help clients understand their overall financial situation and help them set financial objectives. To the extent that clients want to implement any of our investment recommendations through us or retain us to actively monitor their investments, they must execute a separate written agreement with us for those separate services.

Limits Advice to Certain Types of Investments

Adviser provides investment advice on the following types of investments:

- Mutual Funds
- Exchange Traded Funds (ETFs)
- Exchange-listed Securities
- Securities Traded Over-the-Counter
- Foreign Issues
- Warrants
- Corporate Debt Securities
- Commercial Paper
- Certificates of Deposit
- Municipal Securities
- US Government Securities
- Options Contracts on Securities
- Options Contracts on Commodities
- Futures Contracts on Tangibles
- Futures Contracts on Intangibles
- Interests in Partnerships Investing in Real Estate
- Interests in Partnerships Investing in Oil and Gas Interests
- Securities Properly Exempted from Registration
- Hedge Funds

We reserve the right to offer advice on any investment product that we deem be suitable for each client's specific circumstances, needs, goals and objectives.

It is not our typical investment strategy to attempt to time the market, but we can increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We can, at our sole discretion, modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

Please refer to **Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss** for more information.

Tailor Advisory Services to Individual Needs of Clients

Adviser's services are always provided based on your individual needs. This means, for example, that when we provide asset management services you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives are considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Client Assets Managed by Adviser

As of the date of December 31, 2022, the following represents the approximate amount of assets managed by Adviser on a discretionary and non-discretionary basis:

Type of Account	Assets Managed by Adviser
Discretionary	$ 30,663,731
Non-Discretionary	$ 3,938,620
Total:	**$** 34,602,351

The Adviser will update this information in future amendments to this Form ADV Part 2A.

Item 5 – Fees and Compensation

In addition to the information provided in **Item 4 – Advisory Business,** this section provides additional details regarding Adviser's services along with descriptions of each service's fees and compensation arrangements. The exact fees and other terms will be outlined in the agreement between you and Adviser. If you do not receive a copy of this Disclosure Brochure at least 48 hours in advance of signing the client agreement, you have five business days to terminate that agreement without any advisory fee charges.

We believe our fees for advisory services are reasonable with respect to the services provided and the fees charged by other investment advisers offering similar services. However, lower fees for comparable service could be available from other sources.

Asset Management Services

We offer asset management services, which involve providing you with continuous and ongoing supervision over your specified accounts (collectively, the "account"). Your account is managed by us based on your financial situation, investment objectives and risk tolerance. We actively monitor the account and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the account.

You must appoint our firm as your investment adviser of record on your specified account. The account consists only of separate account(s) held by a qualified custodian under your name. We require that managed accounts be held at TD Ameritrade, Inc. ("TDA") and/or Charles Schwab & Co., Inc. ("Schwab") and can assist you in establishing an account at TDA and Schwab. Adviser requires a minimum of $50,000 in order to open an account, although exceptions to this minimum can be granted based upon the relationship of the client (i.e., to Adviser or to an existing client). In addition, clients can household or aggregate accounts to reach the required minimum. TDA and Schwab maintain custody of your funds and securities. Neither we nor our representatives act as custodian, and we do not have access to your funds and securities except to have advisory fees deducted from your account by the custodian with your prior written authorization and then paid to us. You retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the account.

We need to obtain certain information from you to determine your financial situation and investment objectives. You are responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however we contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives. We are always reasonably available to consult with you relative to the status of your account. You have the ability to impose reasonable restrictions on the management of your accounts, including the ability to instruct us not to purchase certain securities.

We manage investments for other clients and have the authority to give them advice or take actions for them or for our personal accounts that is different from the advice we provide to you or actions taken for you. We are not obligated to buy, sell or recommend to you any security or other investment that we buy, sell or recommend for any other clients or for our own accounts.

Conflicts can arise in the allocation of investment opportunities among accounts that we manage. We strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by us among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we cannot lawfully use or disclose, we have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

You grant us trading authorization on your accounts, and we provide management services on a discretionary basis only. This means we can make all decisions to buy, sell or hold securities, cash or other investments in the managed account in our sole discretion without consulting with you before making any transactions. See **Item 16, Investment Discretion**, for additional discussion on discretionary and non-discretionary authority.

Fees charged for our asset management services are charged based on a percentage of assets under management. The following are the annual investment advisory fees for accounts held at TDA and are billed quarterly in advance on a calendar basis and calculated based on the fair market value of the account as of the last business day of the previous billing period:

Assets Under Management	Annual Fees
Up to $1,000,000	0.95%
$1,000,001 – $3,000,000	0.80%
$3,000,001 – $5,000,000	0.70%
Over $5,000,001	0.50%

The following are the annual investment advisory fees for accounts held at Schwab and are billed quarterly in arrears on a calendar basis and calculated based on the fair market value of the account as of the last business day of the previous billing period:

Assets Under Management	Annual Fees
Up to $1,000,000	1.00%
$1,000,001 – $3,000,000	0.85%
Over $3,000,001	0.75%

At Adviser’s sole discretion, the above fees are negotiable based on the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits and the relationship of the client with the representative.

For accounts created mid-quarter, fees are prorated based on the number of days service is provided during the initial billing period. For account held at TDA, that initial partial quarter is billed in arrears at the same time as the next full quarterly advance fee is billed. For account held at Schwab, that initial partial quarter is billed in arrears at the normal quarterly billing period. For all prorated fees, the given annual fee for the account(s) will be divided by 365 days and then multiplied by the number of days service is provided during the initial billing period, which will then be applied to the account balance at the end of the initial quarter.

Adviser believes that its annual fee is reasonable in relation to services provided and the fees charged by other investment advisers offering similar services/programs. However, our annual investment advisory fee could be higher than that charged by other investment advisers offering similar services/programs. In addition to our compensation, you can incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

Fees can be deducted from your account or billed directly to you, as you and your representative jointly determine. If fees are deducted from your account, you must authorize the qualified custodian to deduct fees from your account and pay such fees directly to Adviser. We send you a fee notification statement prior to the time fee deduction instructions are sent to your qualified custodian. The fee notification statement details the formula used to calculate the fee, the assets under management and the time period covered. You should review the account statements received from the qualified custodian and verify that appropriate advisory fees are being deducted. The qualified custodian does not verify the accuracy of the advisory fees deducted.

If you choose to pay the fees directly, they are due immediately upon receipt of our billing notice. The billing notice details the formula used to calculate the fee, the assets under management, the time period covered and any adjustments to the account.

Custodial fees, brokerage commissions and/or transaction ticket fees charged by TDA are billed directly to you by that custodian. Adviser does not receive any portion of such commissions or fees from you or the qualified custodian. In addition, you can incur certain charges imposed by third parties other than Adviser in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Adviser’s management fees are separate and distinct from the fees and expenses charged by investment company securities that are recommended to you. A description of these fees and expenses are available in each investment company security’s prospectus.

You can make additions to and withdrawals from your account at any time, subject to our right to terminate an account. If assets are deposited into or withdrawn from your account after the beginning of a month, the fee payable with respect to such assets is not adjusted or prorated based on the number of days remaining in the month. You can withdraw account assets on notice to us, subject to usual and customary securities settlement procedures. We design portfolios as long-term investments and withdrawing asset could impair your ability to achieve your investment objectives.

Additions can be in cash or securities provided that we reserve the right to liquidate any transferred securities or decline to accept particular securities into your account. We consult with you about the options and ramifications of transferring securities. However, 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 could have tax ramifications.

Your managed account could hold assets which were purchased prior to contracting for our services or which we did not recommend for investment. These assets can be, at our sole discretion and authority, excluded from our management services and also excluded from account totals when calculating fees; these assets are specifically noted in the client agreement. Cash positions in your account are managed and are included when calculating account totals for fee billing purposes.

Asset management services continue until terminated. Either party can terminate services by giving the other party written notice. Termination is effective immediately. If services are terminated within 5 business days of signing the client agreement, services are terminated without penalty. When services are terminated mid-quarter, fees are prorated based on the number of days that services are provided during the final quarter and any prepaid but unearned fees are refunded to you.

TIAA Variable Insurance and Retirement Products

As stated in Item 4 above, Adviser maintains an arrangement with TIAA. TIAA is a financial services corporation offering a wide array of products including retirement products, 529 College Savings Plans, managed investment accounts, checking and savings products, mortgage loans and other managed investment accounts as well as non-commissionable life insurance and annuity products to “fee only” financial advisers/planners. As part of the Financial Planning and Consulting Services offered by the Adviser as described below, the Adviser will recommend varying products and services including insurance products or retirement policies offered by TIAA per the Adviser’s arrangement with TIAA for clients who have an insurance need for their financial planning, which can include cash and asset management components. The Adviser receives no compensation from TIAA for any clients referred to TIAA who implement these recommendations. However, should a client choose to implement the recommendation, there can be a cash component to the product, for which the client can elect to have the adviser manage for a fee and in accordance with the fee schedule listed in Item 5. The adviser is limited to using the funds available in the policy which are chosen by TIAA. The client is under no obligation to use TIAA products and can pursue products from another provider if they so choose.

Financial Planning & Consulting Services

When providing financial planning and consulting services, the role of your investment adviser representative is to find ways to help you understand your overall financial situation and help you set financial objectives.

Our financial planning and consulting services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have sole responsibility for determining whether to implement our recommendations. To the extent that you would like to implement any of our investment recommendations through us or retain us to actively monitor and manage your investments, you must execute a separate written agreement with us for our asset management services. There is a conflict of interest to the extent that you would decide to implement any transactions through the asset management services separately offered by JBL Wealth Strategies, LLC. The conflict of interest is that John Lattarulo would receive compensation for the provision of such asset management services. You are under no obligation to use JBL Wealth Strategies, LLC for the execution of any recommendations provided via our financial planning and consulting services. As also noted at the “Fee Offset” paragraph below, JBL Wealth Strategies, LLC reserves the right to waive or reduce a portion of the financial planning and/or consultation fees charged by the on-going fees received for asset management services.

Financial Plans

Adviser offers financial planning services, which involve preparing a full written financial plan that can include, but is not limited to: investment planning, retirement planning, insurance planning, tax planning, education planning, portfolios review, asset allocation and real estate planning. We also offer modular written financial plans which only cover only those specific areas of concern mutually agreed upon by you and us. With a modular plan, you should be aware that there are important issues that have the potential to not be taken into consideration when your representative develops his or her analysis and recommendations. Any written financial plans prepared by us do not include specific recommendations of individual securities.

To begin the financial planning process, our representative meets with you and begins gathering the information and documentation needed to assess your current financial situation and planning considerations and to begin preparing the requested plan.

We rely on the information provided by you. We are not responsible for verifying the information supplied by you or your other professional consultants (i.e., attorney, accountant, etc.). Therefore, it is very important that the information you provide is complete and accurate. We also request that you notify us if there is ever a change in your financial situation or investment objectives so that we can review, evaluate and/or revise any prior recommendations made or services provided.

Our services do not include legal or tax advice. You are urged to work closely with your attorney, accountant or other professionals regarding your financial and personal situation. When providing financial planning services, we can consult with attorneys, accountants or other outside professional consultants. Fees for these outside professional consultants' services can be incorporated into the fees charged by us for our advisory services. In no event are the services of an outside professional consultant engaged without your express approval. John Lattarulo does not receive any compensation related to his referral or use of outside professionals.

Fees for financial plans can be charged on either an hourly or fixed fee basis, as you and your representative jointly determine. Hourly fees are charged at the rate of $150 per hour while fixed fees generally range from $500 to $10,000. Fixed fees are negotiable based on actual services requested, the type of client, the complexity of the client's situation and the relationship of the client with the representative. At Adviser's sole discretion, an exception can be granted to the minimum $500 fixed financial planning fee or we waive any advisory fee based upon the relationship of the client (i.e., to Adviser or to an existing client).

If fees are charged on an hourly basis, we provide you with an estimate of the approximate hours needed to complete the requested plan. If we anticipate exceeding the estimated hours required, we contact you for authorization to continue providing the requested services. You are charged the actual time expended on the services. For fixed fees, we provide you with a quote for the requested services before actually providing the services. For both hourly and fixed fees, and at our sole discretion, a retainer of one-half of the quoted fee can be due at the time the client agreement is signed, with the remainder due upon presentation of the plan.

Financial planning services terminate upon delivery of the written financial plan. Either party can terminate services prior to presentation of the plan by providing written notice to the other party. Termination is effective upon receipt of the notice. If services are terminated within 5 business days of signing the client agreement, there is no penalty due. If services are terminated, fees are prorated. For fees charged on an hourly basis, you are responsible for the total hours expended to the effective date of termination. For fixed fees, you are responsible for the percentage of the plan completed at the effective date of termination. Any prepaid but unearned fees are promptly refunded to you while any additional fees are due immediately upon receipt of our billing statement.

Limited Consultations

Clients not needing a written financial plan can engage us for consultations concerning any financial planning or investment issues of interest or concern to them. Consultations can involve a one-time meeting or multiple, as-needed meetings and the length of the consultations can vary depending upon the client’s needs and desires. Clients have the final authority on the length of the consultations. Clients must identify the particular issue or issues for which they are seeking our advice or consultation services.

Fees for limited consultations can be charged on either an hourly or fixed fee basis, as determined jointly by you and your representative. Hourly fees are charged at the rate of $150 per hour while fixed fees generally range from $500 to $5,000. Fixed fees are negotiable based on actual services requested, the type of client, the complexity of the client's situation and the relationship of the client with the representative. At Adviser’s sole discretion, an exception can be granted to the minimum $500 fixed financial planning fee or we reserve the right to waive any advisory fee based upon the relationship of the client (i.e., to Adviser or to an existing client).

If fees are charged on an hourly basis, we provide you with an estimate of the approximate hours needed to complete the requested consultations. If we anticipate exceeding the estimated hours required, we contact you for authorization to continue providing the requested services. You are charged the actual time expended on the services. For fixed fees, we provide you with a quote for the requested services before actually providing the services. For both hourly and fixed fees, and at our sole discretion, a retainer of one-half of the quoted fee can be due at the time the client agreement is signed, with the remainder due upon completion of the consultations. For one-time consultations, the full amount is due upon completion of the services.

Consultation services terminate upon completion of the requested consultations. Either party can terminate services prior to presentation of the plan by providing written notice to the other party. Termination is effective upon receipt of the notice. If services are terminated within 5 business days of signing the client agreement, there is no penalty due. If multiple meeting consultations are terminated, fees are prorated. For fees charged on an hourly basis, you are responsible for the total hours expended to the effective date of termination. For fixed fees, you are responsible for the percentage of the plan completed at the effective date of termination. Any prepaid but unearned fees are promptly refunded to you while any additional fees are due immediately upon receipt of our billing statement.

<u>Advisement Consultations</u>

We also offer ongoing advisement consultations to participants in retirement plans (401(k) plans, profit sharing plans, etc.). When providing these services, we review your financial situation, goals and objectives as well as the investment options available in the retirement plan. We review your retirement plan account (on your selected time frame but usually quarterly) and make such recommendations from the list of available investment options in your retirement plan account as are deemed appropriate and consistent with your stated investment objectives and risk tolerance. These services do not constitute asset management services for your retirement plan account; we do not have investment discretion or trading authority over your retirement plan account. You determine whether or not to implement our advice. It is your responsibility to implement any trades in your retirement plan account.

Fees for advisement consultations can be charged on either an hourly or fixed fee basis, as determined jointly by you and your representative. Hourly fees are charged at the rate of $150 per hour while fixed fees generally range from $500 to $5,000. Fixed fees are negotiable based on actual services requested, the type of client, the complexity of the client's situation and the relationship of the client with the representative. At Adviser’s sole discretion, an exception can be granted to the minimum $500 financial planning fee or we reserve the right to waive any advisory fee based upon the relationship of the client (i.e., to Adviser or to an existing client).

If fees are charged on an hourly basis, we provide you with an estimate of the approximate hours needed to complete the requested plan. If we anticipate exceeding the estimated hours required, we contact you for authorization to continue providing the requested services. You are charged the actual time expended on the services. For fixed fees, we provide you with a quote for the requested services before actually providing the services. For both hourly and fixed fees, and at our sole discretion, a retainer of one-half of the quoted fee can be due at the time the client agreement is signed, with the remainder due upon completion of the consultations. For one-time advisement consultations, the full amount is due upon completion of the services.

Advisement consultation services terminate upon completion of the requested consultations. Either party can terminate services prior to presentation of the plan by providing written notice to the other party. Termination is effective upon receipt of the notice. If services are terminated within 5 business days of signing the client agreement, there is no penalty due. If services are terminated, fees are prorated. For fees charged on an hourly basis, you are responsible for the total hours expended to the effective date of termination. For fixed fees, you are responsible for the percentage of the plan completed at the effective date of termination. Any prepaid but unearned fees are promptly refunded to you while any additional fees are due immediately upon receipt of our billing statement.

Retainer Consultations

The client can also contract with us to receive on-going consulting services for a one year period. During this time, you can meet with our representatives at any time regarding investment matters, financial planning (including review and update of a previously prepared plan), business planning or any other topic of interest or concern to you.

Fees for these retainer services are billed on a fixed fee basis with a minimum charge of $1,500 and a maximum charge that generally does not exceed $50,000 per year. Fees are negotiable based upon the requested and anticipated services to be provided by us. At Adviser's sole discretion, an exception can be granted to the minimum $1,500 retainer fee based upon the relationship of the client (i.e., to Adviser or to an existing client).

Fees are billed in advance on a quarterly basis and you have the option to have fees automatically deducted from an existing account or paid directly to us. If fees are deducted from an existing account, you are required to provide the account custodian with written authorization to deduct the fees from the account and pay them to us. If you choose to pay the fees directly, they are due immediately upon receipt of our billing notice. Whether fees are deducted from an account or paid directly, we provide you and the custodian with a fee notification statement that details the fee calculation.

Retainer services continue for a one year period and are automatically renewed on the one-year anniversary date of the original client agreement being signed. At renewal, we reserve the right to revise the fees charged for the next year due to the complexity of you situation, due to the actual time spent providing services during the previous year or due to the increased time anticipated to be needed in the coming year. In this case, a new client agreement is required.

Either party can terminate services at any time by providing written notice to the other party. Termination is effective upon receipt of the notice. If services are terminated within 5 business days of signing the client agreement, there is no penalty due. If services are terminated, fees are prorated based on the number of days that services were provided during the quarter. Any prepaid but unearned fees are promptly refunded to you and we provide you with a detailed billing statement.

Fee Offset

Adviser provides you with general investment recommendations as part of the financial planning or consultation services and you can elect to implement such recommendations through our asset management program described in this Disclosure Brochure. In this event, Adviser can waive or reduce a portion of the financial planning and/or consultation fees charged by the on-going fees received for those management services. Any reduction is at the discretion of your representative and disclosed to you prior to contracting for additional investment advisory services.

Additional Fee Information

You should notify Adviser within 10 days of receiving an invoice if you have questions about or dispute any billing entry.

To the extent Adviser engages an outside professional (i.e. attorney, independent investment adviser or accountant) while providing financial planning and consulting services to you, we are responsible for paying the fees for the outside professional's fees, and you are not required to reimburse us for such payments. To the extent that you personally engage such an outside professional, you are responsible for paying the outside professional's fees, and Adviser is not required to reimburse you for those payments. Fees for any outside professional's services are in addition to and separate from the fees charged by us. In no event are the services of an outside professional engaged without your express approval.

All fees paid to Adviser for advisory services are separate and distinct from the fees and expenses charged by mutual funds to their shareholders. These fees and expenses are described in each mutual fund's prospectus. These fees generally include a management fee, other fund expenses and a possible distribution fee. If the fund also imposes sales charges, you can pay an initial or deferred sales charge.

All fees paid to Adviser for financial planning and consulting services are separate and distinct from the commissions charged by a broker/dealer or asset management fees charged by an investment adviser to implement such recommendations.

Compensation for the Sale of Other Investment Products

Persons providing investment advice on behalf of Adviser are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of Adviser who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with Adviser.

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

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. Adviser does not charge or accept performance-based fees.

Item 7 – Types of Clients

Adviser generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

Clients are required to execute a written agreement with Adviser specifying the particular advisory services in order to establish a client arrangement with Adviser.

As noted above, clients can impose reasonable restrictions on investing in certain securities or other investments. However, there will be times when certain restrictions are placed by a client, which prevent us from accepting or continuing to manage the account. We reserve the right to not accept and/or terminate management of a client's account if we feel that the client's imposed restrictions would limit or prevent us from meeting and/or maintaining our investment strategies.

Minimum Investment Amounts Required

Adviser requires a minimum of $50,000 in order to open a managed account, although exceptions to this minimum can be granted based upon the relationship of the client (i.e., to Adviser or to an existing client). In addition, clients can household or aggregate accounts to reach the required minimum.

For financial planning and consultation fees charged at a fixed rate there is a minimum $500 fee. However, at Adviser's sole discretion, an exception can be granted to this minimum based upon the relationship of the client (i.e., to Adviser or to an existing client).

For retainer services, there is a minimum charge of $1,500 although Adviser reserves the right to grant an exception to this based upon the relationship of the client (i.e., to Adviser or to an existing client).

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

Methods of Analysis

Adviser uses the following methods of analysis in formulating investment advice:

Charting - This is a set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest and other indicators in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.

Charting is likely the most subjective analysis of all investment methods since it relies on proper interpretation of chart patterns. The risk of reliance upon chart patterns is that the next day's data can always negate the conclusions reached from prior days' patterns. Also, reliance upon chart patterns bears the risk of a certain pattern being negated by a larger, more encompassing pattern that has not shown itself yet.

Cyclical – This method analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and in higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins, and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

While most economists and investors agree that there are cycles in the economy that need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, then downside price action can result prior to any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.

Fundamental – This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong, and could therefore lead to an unfavorable investment decision.

Technical – This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more bearish, which may result in a premature purchase of a security.

There are risks involved in using any analysis method.

To conduct analysis, Adviser gathers information from financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses and filings with the SEC, and company press releases.

Investment Strategies

Adviser uses the following investment strategies when managing client assets and/or providing investment advice:

Long term purchases. Investments held at least a year.

Option writing including cover options, uncovered options or spreading strategies. Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

Tactical asset allocation. Allows for a range of percentages in each asset class (such as stocks = 40-50%). The ranges establish minimum and maximum acceptable percentages that permit the investor to take advantage of market conditions within these parameters. Thus, a minor form of market timing is possible, since the investor can move to the higher end of the range when stocks are expected to do better and to the lower end when the economic outlook is bleak.

Strategic asset allocation. Calls for setting target allocations and then periodically rebalancing the portfolio back to those targets as investment returns skew the original asset allocation percentages. The concept is akin to a "buy and hold" strategy, rather than an active trading approach. Of course, the strategic asset allocation targets may change over time as the client's goals and needs change and as the time horizon for major events such as retirement and college funding grow shorter.

Primarily Recommend One Type of Security

We do not primarily recommend one type of security to clients. Instead, we recommend any product that is suitable for each client relative to that client's specific circumstances and needs.

Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there are varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) Market Risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.
- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.

- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in a an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.

Item 9 – Disciplinary Information

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

Item 10 – Other Financial Industry Activities and Affiliations

Adviser is not and does not have a related person that is:

- A broker/dealer, municipal securities dealer, government securities dealer or broker
- An investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund)
- A futures commission merchant, commodity pool operator, or commodity trading adviser
- A banking or thrift institution
- An accountant or accounting firm
- A lawyer or law firm
- An insurance company or agency
- A pension consultant
- A real estate broker or dealer
- A sponsor or syndicator of limited partnerships

As mentioned in Items 4 and 5 above, Adviser maintains an arrangement with TIAA. TIAA is a financial services corporation offering a wide array of products including retirement products, 529 College Savings Plans, managed investment accounts, checking and savings products, mortgage loans and other managed investment accounts as well as non-commissionable life insurance and annuity products to "fee only" financial advisers/planners. As part of the Financial Planning and Consulting Services offered by the Adviser as described below, the Adviser will recommend varying products and services including insurance products or retirement policies offered by TIAA per the Adviser's arrangement with TIAA for clients who have an insurance need for their financial planning, which can include cash and asset management components. The Adviser receives no compensation from TIAA for any clients referred to TIAA who implement these recommendations. However, should a client choose to implement the recommendation, there can be a cash component to the product, for which the client can elect to have the adviser manage for a fee in accordance with the fee schedule listed in Item 5. The adviser is limited to using the funds available in the policy which are chosen by TIAA. The client will be required to sign a form allowing us to manage their assets and receive management fees for those policies held with TIAA,

Please note that a conflict of interest exists because the firm is motivated to recommend TIAA as opposed to another insurance carrier because of the arrangement and the possibility of obtaining the cash and asset management business. An additional conflict arises in that should the client choose to utilize the services of TIAA, as opposed to another provider for any insurance or retirement programs, we would not have the ability to manage such assets, and as such, would not be eligible to receive our typical and ordinary asset management fees. To mitigate these conflicts of interest, clients shall be made aware of the arrangement between the Adviser and TIAA at the time such insurance product or retirement policy is recommended, and the firm has put policies and procedures in place to ensure that any recommendations are in the best interest of the client. Furthermore, clients should always be aware that they are under no obligation to purchase insurance products or retirement policies recommended by us, or use any particular provider for such products and services.

Notwithstanding the TIAA arrangement, persons providing investment advice on behalf of Adviser are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of Adviser who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with Adviser.

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

Code of Ethics Summary

An investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Adviser has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Adviser's Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. Adviser requires its supervised persons to consistently act in your best interest in all advisory activities. Adviser imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Adviser. If you wish to review the Code of Ethics in its entirety, you should send us a request and we will promptly provide a copy to you.

John B. Lattarulo and Becki Sutton are Certified Financial Planners™. In addition to abiding by Adviser's Code of Ethics, they also abide by the Code of Ethics and Responsibility of the Certified Financial Planner™ Board of Standards, Inc. That Code requires CFP® designees to comply with all applicable laws and regulations and also to act in an ethical and professional responsible manner in all professional services and activities. The principles guiding CFP® designees are:

- Integrity
- Objectivity
- Competence (in providing services and maintaining knowledge and skills to do so)
- Fairness (to clients, principals, partners and employers and disclosing any conflicts of interest in providing services)
- Confidentiality (keeping all client information confidential without the specific client consent unless in response to legal process or in defense of charges of wrongdoing or civil dispute)
- Professionalism
- Diligence

Becki Sutton is also a Chartered Financial Analyst® (CFA®). In addition to abiding by Adviser's Code of Ethics, she also abides by the Code of Ethics and Responsibility of the CFA Institute. Members of CFA Institute (including CFA charter holders) and candidates for the CFA designation ("Members and Candidates") must:

- Act with integrity, competence, diligence, respect, and in an ethical manner with the public, clients, prospective clients, employers, employees, colleagues in the investment profession, and other participants in the global capital markets.
- Place the integrity of the investment profession and the interests of clients above their own personal interests.
- Use reasonable care and exercise independent professional judgment when conducting investment analysis, making investment recommendations, taking investment actions, and engaging in other professional activities.
- Practice and encourage others to practice in a professional and ethical manner that will reflect credit on themselves and the profession.
- Promote the integrity of and uphold the rules governing capital markets.
- Maintain and improve their professional competence and strive to maintain and improve the competence of other investment professionals.

You can obtain a copy of the Code of Ethics and Responsibility Code by requesting a copy from Mr. Lattarulo.

Affiliate and Employee Personal Securities Transactions Disclosure

Adviser and/or Adviser's representatives and associated persons are permitted to buy or sell investment products for their personal accounts that are identical to those recommended to clients. This creates a potential conflict of interest. It is Adviser's express policy that all persons associated in any manner with us must place clients' interests ahead of their own when implementing personal investments. Adviser and Adviser's associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with Adviser unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Associated persons are discouraged from conducting frequent personal trading.
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of Adviser.

Any associated person not observing our policies is subject to sanctions up to and including termination.

Item 12 – Brokerage Practices

Best Execution

Clients are under no obligation to act on Adviser's financial planning recommendations. If the firm assists in the implementation of any recommendations, we are responsible to ensure that the client receives the best execution possible. Best execution does not necessarily mean that clients receive the lowest possible commission costs but that the qualitative execution is best. In other words, all conditions considered, the transaction execution is in your best interest. When considering best execution, we look at a number of factors besides prices and rates including, but not limited to:

- Execution capabilities (e.g., market expertise, ease/reliability/timeliness of execution, responsiveness, integration with our existing systems, ease of monitoring investments)
- Products and services offered (e.g., investment programs, back office services, technology, regulatory compliance assistance, research and analytic services)
- Financial strength, stability and responsibility
- Reputation and integrity
- Ability to maintain confidentiality

We exercise reasonable due diligence to make certain that best execution is obtained for all clients when implementing any transaction by considering the back-office services, technology and pricing of services offered.

Brokerage Recommendations

Adviser does not maintain custody of your assets that we manage and on which we advise. We are deemed to have custody of your assets when you give us authority to effect the deduction of our management fees from your custodial accounts. See Item 15 for additional information and disclosures regarding custody. Adviser requires that TD Ameritrade, Inc. ("TD Ameritrade") and Charles Schwab & Co., Inc. (Schwab) be used as qualified custodian for managed accounts. Adviser is independent from and not affiliated with TD Ameritrade or Schwab. TD Ameritrade and Schwab are registered broker-dealers and SIPC members.

Directed Brokerage

Not all investment Advisers require the use of a particular broker/dealer or custodian; some investment Advisers allow their clients to select whichever broker/dealer the client decides to use. By requiring clients to use a particular broker/dealer, Adviser has the potential to not achieve the most favorable execution of client transactions and the practice requiring the use of specific broker/dealers could cost clients more money than if the client used a different broker/dealer or custodian. However, for compliance and operational efficiencies, Adviser has decided to require clients to use TD Ameritrade or Schwab.

Soft Dollar Benefits

An investment adviser receives soft dollar benefits from a broker/dealer when the investment adviser receives research or other products and services in exchange for client securities transactions or maintaining an account balance with the broker-dealer. Adviser does not have a soft dollar agreement with a broker-dealer or a third-party.

Handling Trade Errors

Adviser has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is Adviser's policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client has the potential to not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by Adviser if the error is caused by Adviser. If the error is caused by the broker-dealer, the broker-dealer is responsible for handling the trade error. If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. Adviser can confer with a client to determine if the client should forego the gain (e.g., due to tax reasons). Adviser will never benefit or profit from trade errors.

Block Trading Policy

Investment Advisers can elect to purchase or sell the same securities for several clients at approximately the same time when they believe such action would prove advantageous to clients. This process is referred to as aggregating orders, batch trading or block trading. Adviser does not engage in block trading.

Implementing trades on a block or aggregate basis can be less expensive for client accounts; however, it is our trading policy is to implement all client orders on an individual basis. Therefore, we do not aggregate or "block" client transactions. Considering the types of investments we hold in advisory client accounts, we do not believe clients are hindered in any way because we trade accounts individually. This is because we develop individualized investment strategies for clients and holdings will vary. Our strategies are primarily developed for the long-term and minor differences in price execution are not material to our overall investment strategy.

Agency Cross Transactions

Our associated persons are prohibited from engaging in agency cross transactions, meaning we cannot act as brokers for both the sale and purchase of a single security between two different clients and cannot receive compensation in the form of an agency cross commission or principal mark-up for the trades.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Managed accounts are reviewed at least quarterly by John B. Lattarulo. Financial planning, limited consultation and advisement consultation services terminate upon completion of the requested services and there is no ongoing review of the account. Adviser recommends that clients have their financial situation reviewed and updated on an annual basis and if clients elect this review and update a new client agreement is required and additional fees can be charged. Clients contracting for retainer accounts can have their financial situation reviewed at any time they wish and can also elect to have their financial plan updated.

Account Reports

Financial planning clients do not receive any report other than the written plan originally contracted for and provided by Adviser. Clients with managed accounts receive transaction confirmation notices and regular quarterly account statements directly from the qualified custodian. In addition, Adviser provides position and performance reports to clients on a quarterly basis; the final quarterly statement is cumulative for the preceding year. Clients can also request reports at any time.

Clients are encouraged to always review any reports or statements provided by any source. If they have questions about their account statement, they should contact Adviser and/or the qualified custodian preparing the statement.

Item 14 – Client Referrals and Other Compensation

As previously disclosed in this brochure, persons providing investment advice on behalf of Adviser are licensed insurance agents. For information on the conflicts of interest this presents, and how we address these conflicts, refer to **Item 5 – Fees and Compensation** and **Item 10 – Other Financial Industry Activities and Affiliations**.

Adviser does not receive any compensation from any third party in connection with providing investment advice to you nor do we compensate any individual or firm for client referrals.

Refer to the **Item 12 – Brokerage Practices** section above for disclosures on research and other benefits Adviser may receive resulting from our relationship with your account custodian.

Item 15 – Custody

Custody, as it applies to investment advisers, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

Adviser is deemed to have custody of client funds and securities whenever Adviser is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody Adviser will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which Adviser is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements against reports received from Adviser. When clients have questions about their account statements, they should contact Adviser or the qualified custodian preparing the statement.

When fees are deducted from an account, Adviser is responsible for calculating the fee and delivering instructions to the custodian. At the same time Adviser instructs the custodian to deduct fees from your account; Adviser will send you an invoice itemizing the fee. Itemization will include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

Item 16 – Investment Discretion

When providing asset management services, Adviser maintains trading authorization over your account and provides management services on a discretionary basis. When discretionary authority is granted, we have the authority to determine the type of securities and the amount of securities that can be bought or sold for your portfolio without obtaining your consent for each transaction.

You have the ability to place reasonable restrictions on the types of investments that are purchased in your account. You also have the ability to place reasonable limitations on the discretionary power granted to Adviser so long as the limitations are specifically set forth or included as an attachment to the client agreement.

Item 17 – Voting Client Securities

Adviser does not vote proxies on your behalf; it is your responsibility to vote all proxies for securities held in your account. You receive proxies directly from the qualified custodian or transfer agent; we do not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided. Although we do not vote client proxies, if you have a question about a particular proxy feel free to contact us. However, you will have the ultimate responsibility for making all proxy-voting decisions.

Item 18 – Financial Information

Adviser does not require or solicit prepayment of more than $500 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, Adviser has not been the subject of a bankruptcy petition at any time.

Item 19 – Requirements for State-Registered Advisers

Principal Executive Officers and Management Persons

Please refer to Adviser’s supplemental brochure (Form ADV Part 2B) for information concerning the formal education and business background for Adviser’s principal.

Other Business Activities

Adviser and our Associated Persons do not have any other outside business activities, other than as outlined in Item 10 above and ADV Part 2B.

Performance-Based Fees

As noted in response to Item 5 above, Adviser does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Disciplinary or Legal Events

Adviser and our Associated Persons do not have any disciplinary or legal events to disclose.

Relationships or Arrangements with Issuers of Securities

Neither Adviser nor any of its management persons have any relationships or arrangements with any issuer of securities.

Disclosure of Material Conflicts of Interest

Material conflicts of interest relating to Adviser, its representatives and employees, which would be reasonably expected to impair the rendering of unbiased and objective advice, have been disclosed herein.

Item 20 -- Customer Privacy Policy Notice

Commitment to Your Private Information: John B. Lattarulo, doing business as JBL Wealth Strategies, has a policy of protecting the confidentiality and security of information we collect about our clients. We do not, and will not, share non-public personal information ("Information") about you with outside third parties without your consent, except for the specific purposes described below. This notice has been provided to you to describe the Information we gather and the situations under which we need to share it.

Why We Collect and How We Use Information. We limit the collection and use of Information within our firm to only those individuals associated or employed with us that must have Information to provide financial services to you. Such services include maintaining your accounts, processing transaction requests, and providing the advisory services described in our Form ADV.

How We Gather Information. We get most Information directly from you when you provide us with information from any of the following sources:

- Applications or forms (for example: name, address, social security number, birth date, assets, income, financial history)
- Transactional activity in your account (for example: trading history and account balances)
- Information services and consumer reporting sources (for example: to verify your identity or to assess your credit history)
- Other sources with your consent (for example: your insurance professional, attorney or accountant)

How We Protect Information. Our employees and affiliated persons are required to protect the confidentiality of Information and to comply with our stated policies. They can access Information only when there is an acceptable reason to do so, such as to service your account or provide you with financial services. Employees who violate our Privacy Policy are subject to disciplinary action, up to and including termination from employment with us. We also maintain physical, electronic and procedural safeguards to protect Information, which comply with applicable SEC, state, and federal laws.

Sharing Information with Other Companies Permitted Under Law. We do not disclose Information obtained in the course of our practice except as required or permitted under law. Permitted disclosures include, for instance, providing Information to unrelated third parties who need to know such Information in order to assist us with the provision of services to you. Unrelated third parties include broker/dealers, mutual fund companies, insurance companies, and the custodian with which your assets are held. In such situations, we stress the confidential nature of Information being shared.

Former Customers. Even if we cease to provide you with financial products or services, our Privacy Policy will continue to apply to you and we will continue to treat your non-public information with strict confidentiality.