

VECTOR FINANCIAL SOLUTIONS, INC.

139 EAST 3RD AVE
ESCONDIDO, CA
92025

(760) 741-3159

DAVE@VECTORFSI.COM

WWW.VECTORFINANCIALSOLUTIONSINC.COM

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FIRM BROCHURE
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This brochure provides information about the qualifications and business practices of Vector Financial Solutions, Inc. If you have any questions about the contents of this brochure, please contact us at (760) 741-3159. 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.

Vector Financial Solutions, Inc. is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about Vector Financial Solutions, Inc. is available on the SEC's website www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Vector Financial Solutions, Inc.'s CRD number is 291895.

ITEM 2 - MATERIAL CHANGES

The last updated amendment was filed on March 27, 2025. The material changes noted in that version are as follows:

In this version, we have updated Item 4.

You may request a full copy of this brochure at any time, and it will be provided to you free of charge. You may also access a copy of this brochure (Form ADV Part 2A) at <https://www.adviserinfo.sec.gov> using our firm name or CRD # 291895.

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ITEM 4 – ADVISORY BUSINESS

OWNERSHIP/ADVISORY HISTORY

Vector Financial Solutions, Inc. (“we”) is a California Corporation formed in June 2004. We became registered as an investment adviser in May 2020. David Wilson is our President and Chief Compliance Officer. Additional information about Mr. Wilson can be found under Item 19 along with his Supplemental Brochure.

ADVISORY SERVICES OFFERED

FINANCIAL PLANNING

We offer comprehensive financial planning. Our comprehensive financial planning service involves a review of your financial situation, goals, and risk tolerance. Through a series of personal interviews and/or the use of questionnaires, we will collect pertinent data, identify goals, objectives, financial problems, and potential solutions. With this information, we tailor your financial plan and the advice we give to you. Our advice may cover any of the following topics: net worth statement; cash flow analysis, tax analysis, insurance and long-term care analysis; tax planning; retirement projection; 401k review; or other needs as identified during our meetings with you. You will receive a written financial plan following our meetings, the engagement is then concluded. If so desired, we will meet with you annually to review and update your written financial plan where we will enter into a new agreement.

PORTFOLIO MANAGEMENT

We provide portfolio management services that involve assisting you with the ongoing management of your investment accounts. We work with you to understand your investment objectives, time frame, risk tolerance and other investment considerations. Once we have this information, we create and manage your individualized portfolio based on our model portfolios. We have designed several model portfolios to select from or we may design a unique model portfolio to meet your investment needs. We will regularly monitor your portfolio and adjust it as determined by the financial markets, world events and your financial situation.

RECOMMENDATION OF THIRD-PARTY INVESTMENT ADVISERS

We do not recommend third-party advisers.

RETIREMENT PLAN CONSULTING

For retirement plan accounts, we provide the following ERISA non-fiduciary services: Education Services to Plan Committee; Participant Education Services; Plan Search Support; Review of Fiduciary Liability Insurance Coverage; Monitoring of Qualified Fiduciary; or Participant Advice. Upon your request, we will provide any of the following ERISA non-discretionary fiduciary services: create an Investment Policy Statement; provide Investment Recommendations & Performance Monitoring; Selection of Qualified Default Investment Alternative; or investment management services.

TAILORED SERVICES

The goals and objectives for each client are documented before any investing takes place. Clients may impose restrictions on investing in certain securities or types of securities.

WRAP PROGRAM

We do not sponsor a wrap fee program. This section is not applicable.

CLIENT ASSETS MANAGED

As of December 31, 2024, we currently manage \$53,577,645.00 in discretionary assets and \$7,523,271.00 in non-discretionary assets.

ITEM 5 – FEES AND COMPENSATION

FINANCIAL PLANNING SERVICES

We offer our comprehensive financial planning services on a flat fee basis or at an hourly rate.

Our flat fee ranges from \$500 to \$7,500. The flat fee range varies depending on the nature and complexity of your individual circumstances and the number of areas covered by the written financial plan.

Our hourly rate is \$150. At the beginning of the engagement, we will provide you with a written estimate of the number of hours we believe the services will take. We will track the time we spend collecting your information, analyzing and researching the chosen topics, and the time presenting the findings to you.

Financial Planning fees are negotiable; your financial planning agreement will show you what you will be charged to complete the scope of services as defined in the agreement. We will collect the fee at the delivery of the written financial plan, or ½ at the beginning of our engagement and the other ½ at the delivery of the financial plan. An agreement will be made between the Advisor and the client. You may pay the fee either by check or deduct the fee from an account we manage.

You may terminate this service for any reason within the first five (5) business days after signing an advisory contract, without any cost or penalty. Thereafter, the advisory contract may be terminated at any time by giving ten (10) days' written notice. To cancel the agreement, you must notify us in writing to Vector Financial Solutions, Inc., 139 East 3rd Ave, Escondido, CA 92025.

PLEASE NOTE: When we provide financial planning services and the client implements the financial plan through one of our representatives, the representative will receive compensation in the form of a fee, which is described in more detail below. This creates a conflict of interest between the representative and the client. Therefore, when providing financial planning services, we would like clients to note:

(a) a conflict exists between the representative's interests and the interests of the client, (b) the client is under no obligation to act upon the recommendation, and (c) if the client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through the representative.

PORTFOLIO MANAGEMENT SERVICES

We charge an annual management fee based on a percentage of assets under management in your account as reported by the custodian. Our annual fee is based on the following tiered fee schedule:

<u>Custodian Reported Account Value</u>	<u>Annual Management Fee</u>
Less than \$100,000	1.50%
\$100,001 to \$500,000	1.35%
\$500,001 to \$1,000,000	1.00%
\$1,000,001 to \$3,000,000	0.95%
\$3,000,001 to \$5,000,000	0.75%
\$5,000,001 to \$10,000,000	0.50%
Above \$10,000,000	0.30%

The management fee is billed quarterly in arrears, meaning we collect the management fee at the end of the quarter's billing period. The management fee will be based on the custodian's reported account value as of the last business day of the previous quarter. The fee is negotiable based on the size of the account; you may aggregate accounts to achieve a lower fee. Cash balances and investments in money market funds, demand deposit accounts, or certificate of deposits held in the account are included in the fee calculations. You will not be charged a total management fee over the 2% industry average.

We will ask you to authorize us to instruct the custodian with the ability to withdraw our management fee directly from your account. You may terminate this authorization at any time. Please see Item 15 for additional details about our management fee withdrawal procedures.

Our management fee does not include brokerage commissions, transaction fees, and other related costs and expenses incurred by you. You may incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange-traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees, and commissions are exclusive of and in addition to, our fee and we will not receive any portion of these commissions, fees, and costs. For more information about our brokerage practice please see Item 12.A.

RETIREMENT PLAN CONSULTING SERVICES

Our annual management fee is based on the percentage of assets under management in your qualified plan. Our management fee ranges between 0.30% to 1.50%. The management fee is calculated and billed quarterly, in arrears. The fee is negotiable based on the size of the plan. We will ask you to authorize the plan sponsor, record-keeper or third-party administrator

with the ability to directly deduct our management fee from your account. The withdrawing party will be disclosed in our ERISA engagement agreement. You will also need to sign a separate agreement with the plan sponsor, record-keeper or third-party administrator.

TERMINATION OF PORTFOLIO MANAGEMENT AND OTHER SERVICES

You may terminate any service for any reason within the first five (5) business days after signing an advisory contract, without any cost or penalty. Thereafter, the advisory contract may be terminated at any time by giving ten (10) days' written notice. To cancel the agreement, you must notify us in writing at Vector Financial Solutions, Inc., 139 East 3rd Ave Escondido, CA 92025. When we charge in advance, you will receive a prorated refund based on the amount remaining in the billing period.

Comparable Services Disclosure

Clients should note that lower fees for comparable services may be available from other sources.

OTHER SECURITIES COMPENSATION

As established in Item 10.D – Other Industry Affiliations, earning commissions for the sale of insurance products creates a conflict of interest for the firm. The commissions give a financial incentive to recommend and sell you the insurance products. We attempt to mitigate the conflict of interest to the best of our ability by placing your interests ahead of our own and through the implementation of policies and procedures that address the conflict.

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

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) or provide side by side management.

ITEM 7 – TYPES OF CLIENTS

We offer our services to individuals, high net worth individuals, corporations and other business entities, charities, and pension and profit-sharing plans. We require a minimum account balance of \$250,000. However, it may be waived at our discretion.

ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

We create each client portfolio using modern portfolio theory. Once we create your portfolio, depending on the market we may take a defensive investment strategy approach. Modern Portfolio Theory proposes that by investing in a predetermined asset mix derived from the efficient frontier (designed to achieve a specific client objective within a certain risk tolerance) and rebalancing with discipline, the portfolio is diversified across the various asset classes to mitigate unnecessary risk. This also provides for a portfolio that can operate without reliance on market timing and security selection; however, as with all equity investments, positive returns are not guaranteed. In conjunction with investing in a diversified portfolio, each portfolio is constructed to meet specific parameters set forth in the individual client's investment policy statement and/or other documents. These parameters

can include – but are not limited to – tax efficiency, concentrated stock positions and management history. Once again, the risk associated with a diversified portfolio is that each class has different levels of risk and return, so each will behave differently over time and, despite being diversified, there is no guarantee that an account will grow.

INVESTMENT RISKS

All investment programs have certain risks that are borne by the client and **investing in securities involves a risk of loss that clients should be prepared to bear**. Our goal is to reduce the risk of loss but not at the expense of portfolio growth. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. To manage risk, we rebalance managed portfolios on an as needed basis to bring the asset allocations back to their intended balances. The client should feel free to ask questions about risks that he or she does not understand; we would be pleased to discuss them.

RECOMMENDED SECURITIES

We use several types of securities in client portfolios including, but not limited to, mutual funds, Exchange Traded Funds (ETFs), and unit investment trusts. Some of the risk associated with these securities include:

- **Credit Risk:** This is the risk that an issuer of a bond could suffer an adverse change in financial condition that results in a payment default, security downgrade, or inability to meet a financial obligation.
- **Inflation Risk:** This is the risk that inflation will undermine the performance of an investment and/or the future purchasing power of a client's assets.
- **Interest Rate Risk:** The chance that bond prices overall will decline because of rising interest rates.
- **International Investing Risk:** Investing in the securities of non-U.S. companies involves special risks not typically associated with investing in U.S. companies. Foreign securities tend to be more volatile and less liquid than investments in U.S. securities, and may lose value because of adverse political, social, or economic developments overseas or due to changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, foreign investments are subject to settlement practices, as well as regulatory and financial reporting standards, that differ from those of the U.S.
- **Manager Risk:** The chance that the proportions allocated to the various securities will cause the client's account to underperform relevant benchmarks or other accounts with a similar investment objective.
- **Stock Market Risk:** The chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising stock prices and periods of falling stock prices.

ITEM 9 – DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised

person providing investment advice. These include the following:

- A. A criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which the *firm* or *supervised person*
1. was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any *felony*; (b) a *misdemeanor* that *involved* investments or an *investment-related* business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
 2. is the named subject of a pending criminal *proceeding* that involves an *investment-related* business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses; was *found* to have been *involved* in a violation of an *investment-related* statute or regulation; or
 3. was the subject of any *order*, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the *supervised person* from engaging in any *investment-related* activity, or from violating any *investment-related* statute, rule, or order.

We have no information applicable to this item.

- B. An administrative *proceeding* before the SEC, any other federal regulatory agency, any state regulatory agency, or any *foreign financial regulatory authority* in which the *firm* or *supervised person*
1. was *found* to have caused an *investment-related* business to lose its authorization to do business; or
 2. was *found* to have been *involved* in a violation of an *investment-related* statute or regulation and was the subject of an *order* by the agency or authority
 - i. denying, suspending, or revoking the authorization of the *supervised person* to act in an *investment-related* business;
 - ii. barring or suspending the *supervised person's* association with an *investment-related* business;
 - iii. otherwise significantly limiting the *supervised person's investment-related* activities; or
 - iv. imposing a civil money penalty of more than \$2,500 on the *supervised person*.

We have no information applicable to this item.

- C. A *self-regulatory organization (SRO)* *proceeding* in which the *firm* or *supervised person*

1. was *found* to have caused an *investment-related* business to lose

its authorization to do business; or

2. was *found* to have been *involved* in a violation of the *SRO's* rules and was: (i) barred or suspended from membership or from association with other members or was expelled from membership; (ii) otherwise significantly limited from *investment-related* activities; or (iii) fined more than \$2,500.

We have no information applicable to this item.

- D. Any other *proceeding* in which a professional attainment, designation, or license of the *supervised person* was revoked or suspended because of a violation of rules relating to professional conduct. If the *supervised person* resigned (or otherwise relinquished his attainment, designation, or license) in anticipation of such a *proceeding* (and the adviser knows, or should have known, of such resignation or relinquishment), disclose the event.

We have no information applicable to this item.

ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

BROKER DEALER AFFILIATION

Neither us nor our management persons are affiliated with a broker-dealer.

FUTURES/COMMODITIES FIRM AFFILIATION

Neither we nor our management persons are affiliated with a futures or commodities broker.

OTHER INDUSTRY AFFILIATIONS

Our owner, Mr. Wilson, is an independent insurance agent. He may recommend the purchase of insurance products to you. This other business activity pays him commissions that are separate from the fees described in Item 5, above. The commissions give him a financial incentive to recommend and sell you the insurance products. We attempt to mitigate this conflict of interest to the best of our ability by placing your interests ahead of our own and through the implementation of policies and procedures that address the conflict. Additionally, you are informed that you always have the right to choose whether to act on the recommendation and you have the right to purchase recommended insurance through any licensed insurance agent. Please be advised that Mr. Wilson does not offer insurance services in Arizona.

ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTION AND PERSONAL TRADING

DESCRIPTION

Our Code of Ethics establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. We will provide a copy of our Code of Ethics to any client or prospective client upon request.

Our Code of Ethics covers all supervised persons, and it describes our high standard of business

conduct and fiduciary duty to our clients. The Code of Ethics includes, among other things, provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition on rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All supervised persons must acknowledge the terms of the Code of Ethics annually or as amended.

MATERIAL INTEREST IN SECURITIES

We do not recommend to clients, buy or sell for client accounts, securities in which we or have material financial interest.

INVESTING IN OR RECOMMENDING THE SAME SECURITIES

Our owner may buy or sell the same securities for his own account at or about the same time that he recommends those securities to you or purchase them for client accounts. A conflict of interest may exist because they can trade ahead of client trades. We mitigate any conflict of interest in two ways. First, our Code of Ethics requires employees to: 1) report personal securities transactions on at least a quarterly basis, and 2) provide us with a detailed summary of certain holdings (both initially upon commencement of employment and quarterly thereafter) in which employees have a direct or indirect beneficial interest. The reports are reviewed to ensure we do not trade ahead of your accounts. Second, we require your transactions be placed ahead of or associates' personal trades or our associates can place personal trades as part of a block trade (Please see Item 12.B for details on our block trading practices). The records of all associates' personal and client trading activities are reviewed and made available to regulators to review on the premises.

ITEM 12 – BROKERAGE PRACTICES

RECOMMENDATION CRITERIA

We participate in the institutional advisor program (the "Program") offered by Charles Schwab & Co. Charles Schwab & Co. is a division of Charles Schwab & Co., member FINRA/SIPC ("Schwab"), an unaffiliated SEC-registered broker-dealer and FINRA member. Schwab offers independent investment advisors services which include custody of securities, trade execution, clearance, and settlement of transactions. We recommend that clients open accounts at Charles Schwab & Co.

Please Note: You may be able to obtain lower commissions and fees from other brokers, and the value of products, research and services given to the applicant is not a factor in determining the selection of broker-dealers or the reasonableness of their commissions.

RESEARCH AND SOFT DOLLARS

"Soft dollars" are defined as a form of payment investment firms can use to pay for goods and services such as news subscriptions or research. When an investment firm gives its business to a particular brokerage firm, the brokerage firm in return can agree to use some of its revenue to pay for these types of services. We do not receive any soft dollars.

BROKERAGE FOR CLIENT REFERRALS

We do not receive client referrals or any other incentive from any broker-dealer or custodian.

DIRECTED BROKERAGE

We do not allow directed brokerage.

TRADE AGGREGATION

We may aggregate transactions in equity and fixed income securities for a client with other clients to improve the quality of execution. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the client account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price obtained. We may determine not to aggregate transactions, for example, based on the size of the trades, the number of client accounts, the timing of the trades, the liquidity of the securities and the discretionary or non-discretionary nature of the trades. If we do not aggregate orders, some clients purchasing securities around the same time may receive a less favorable price than other clients. This means that this practice of not aggregating may cost clients more money.

ITEM 13 – REVIEW OF ACCOUNTS

PERIODIC REVIEWS

David Wilson, Chief Compliance Officer, will conduct monthly reviews of your model portfolios to determine if rebalancing is necessary. We will also attempt to meet with you on an annual basis either in person or by telephone.

For financial planning, we will meet with you annually either in person or by telephone to review and update your written financial plan.

Retirement plans will also be reviewed on an annual basis.

OTHER REVIEWS

Additional reviews are conducted periodically depending on market conditions, economic or political events, or by changes in a client's financial situation (such as retirement, termination of employment, physical move or inheritance).

REPORTS

Financial planning clients receive a written financial plan. Our Portfolio management clients receive at least a quarterly statement from the account's custodian. We urge clients to carefully review these statements.

ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

OTHER COMPENSATION

We participate in Charles Schwab's institutional customer program, and we recommend Charles Schwab to clients for custody and brokerage services. There is no direct link between our participation in the program and the investment advice it gives to its clients, although we receive

economic benefits through its participation in the program that are typically not available to Charles Schwab retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. Charles Schwab may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available by Charles Schwab through the program may benefit us but may not benefit its client accounts. These products or services may assist us in managing and administering other accounts, including accounts not maintained at Charles Schwab. Other services made available by Charles Schwab are intended to help us manage and further develop its business enterprise. The benefits received by us or its personnel through participation in the program do not depend on the amount of brokerage transactions direct to Charles Schwab. As part of its fiduciary duties to clients, our endeavors at all times are to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by us or its related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of Charles Schwab for custody and brokerage services.

CLIENT REFERRALS

We do not pay client referrals or use solicitors.

ITEM 15 – CUSTODY

Your funds, securities, and accounts will be held by a qualified custodian, Charles Schwab. We do not take possession of your assets. However, you will be asked to authorize us with the ability to instruct the custodian to deduct our management fee directly from your account. This authorization applies to our management fees only. This is considered a limited form of custody. With limited form of custody, when deducting the fee, we send a billing invoice to you and your custodian showing the management fee to be debited, amount on which the management fee was calculated, the time the management fee covers, and how the management fee was calculated. You may terminate this authorization at any time. In addition to the fee invoice, you will receive at least quarterly statements from the qualified custodian that holds and maintains your assets. We urge you to carefully review such statements.

ITEM 16 – INVESTMENT DISCRETION

We offer discretionary investment management services. You must sign the investment management agreement to grant us discretionary power over the account. Our investment management agreement contains a limited power of attorney that allows us to select

the security, the amount, and the time of the purchase or sale in your account. It also allows us to place each such trade without your prior approval. In addition to our investment management agreement, your custodian may request that you sign the custodian's limited power of attorney. This varies with each custodian. We discuss all limited powers of attorney with you prior to their execution. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for your account, and any other investment policies, limitations, or restrictions.

ITEM 17 – VOTING CLIENT SECURITIES

We do not vote proxy votes for any client. All proxy materials are mailed or emailed directly to the client from the custodian. Any proxy materials received by us will be forwarded to clients for response and voting. In the event the client has a question about a proxy solicitation, the client should feel free to contact us.

ITEM 18 – FINANCIAL INFORMATION

BALANCE SHEET

We do 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 provide a balance sheet.

FINANCIAL CONDITION

We are required in this Item to provide you with certain financial information or disclosures about our financial condition if we have a financial commitment that impairs our ability to service you. We do not have a financial commitment that impairs our ability to service our clients.

BANKRUPTCY

We have not been the subject of a bankruptcy proceeding.

ITEM 19 – REQUIREMENTS FOR STATE-REGISTERED ADVISERS

We have one principal executive officer David Wilson, ("Mr. Wilson"). Mr. Wilson's biographical information is provided in the attached Brochure Supplement document.

Mr. Wilson is required to disclose additional information if he has other business activities. He is a licensed independent insurance agent and may receive commissions for the sale of insurance products. This activity and any conflicts of interest associated therewith are discussed in Item 10 of this brochure and his brochure supplement. Additionally, he is an author in which he writes general information and educational articles. He is also the trustee of Family Trusts. He is part of the Board of Directors with the Palomar Health Foundation and is also the Treasurer of the board.

We do not receive performance-based fees or have a relationship or arrangement with an issuer of securities.

Additionally, we have NOT been involved in any of the events listed below:

1. An award or otherwise being found liable in an arbitration claim alleging damages in

excess of \$2,500, involving any of the following:

- (a) an investment or an investment-related business or activity;
 - (b) fraud, false statement(s), or omissions;
 - (c) theft, embezzlement, or other wrongful taking of property;
 - (d) bribery, forgery, counterfeiting, or extortion; or
 - (e) dishonest, unfair, or unethical practices.
2. An award or other being found liable in a civil, self-regulatory organization, administrative proceeding involving any of the following:
- (a) an investment or an investment-related business or activity.
 - (b) fraud, false statement(s), or omissions;
 - (c) theft, embezzlement, or other wrongful taking of property;
 - (d) bribery, forgery, counterfeiting, or extortion; or
 - (e) dishonest, unfair, or unethical practices.

Conflicts of Interest Disclosure

Pursuant to California code of Regulations Section 260.238(k), in this Part 2, the firm, its representatives and employees have disclosed all material conflicts of interests that could reasonably be expected to impair the rendering of unbiased and objective advice. The conflicts of interest may include but are not limited to: (a) compensation arrangements connected with advisory services which are in addition to the advisory fees, (b) other financial industry activities or affiliations, or (c) participation of interest in client transactions.

Business Continuity Plan

We have a Disaster Recovery and Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, and/or services.

The plan covers natural disasters such as snowstorms, hurricanes, tornados, and flooding. The plan also covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, telephone communications line outage, internet outage, railway accident and aircraft accident. Electronic files are backed up daily and stored on encrypted cloud service provided.

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. The client's custodian may also assist, depending on the type of disaster, with back office and trading assistance for accounts held in custody by them. The client's custodian has its own disaster recovery plans with backup facilities in different parts of the U.S. It is the firm's intention to contact all clients within five days of a disaster that dictates moving its office to an alternate location for a period of time.