McGuire Financial Services, Inc.

349 Main St., Unit C
West Yarmouth, MA 02673
(508) 775-1700
Email: ken@mcguirefs.com

Form ADV Part 2A
Firm Brochure
January 25, 2023

This brochure provides information about the qualifications and business practices of McGuire Financial Services, Inc. If you have any question about the contents of this brochure, please contact us at (508) 775-1700. 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.

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

Additional information about McGuire Financial Services, 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. McGuire Financial Services, Inc.'s CRD number is 298695.

Item 2 - Material Changes

We do not have any material changes to report since our last annual update on March 24, 2021.

Item 3 – Table of Contents

Item 1 – Cover page 1

Item 2 - Material Changes 2

Item 3 – Table of Contents 3

Item 4 – Advisory Business 4

Item 5 – Fees and Compensation 6

Item 6 – Performance-Based Fees and Side by Side Management 9

Item 7 – Types of Clients 9

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss 9

Item 9 – Disciplinary Information 11

Item 10 – Other Financial Industry Activities and Affiliations 11

Item 11 – Code of Ethics, Participation or Interest in Client Transaction and Personal Trading 12

Item 12 – Brokerage Practices 12

Item 13 – Review of Accounts 16

Item 14 – Client Referrals and Other Compensation 16

Item 15 – Custody 17

Item 16 – Investment Discretion 18

Item 17 – Voting Client Securities 18

Item 18 – Financial Information 18

Item 19 – Requirements for State-Registered Managers 18

Item 4 – Advisory Business

Ownership/Advisory History

McGuire Financial Services, Inc ("We") is a Massachusetts Corporation formed in 2005 by Kenneth J. McGuire. We became registered as an investment adviser in December 2018. Mr. McGuire is the President and Chief Compliance Officer. Additional information about Mr. McGuire can be found under Item 19 along with his Supplemental Brochure.

Advisory Services Offered

Financial Planning

We offer financial planning and consulting services. Our financial planning service involves a review of the client's 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 the client's financial plan and advice we give to the client. Our advice may cover any of the following topics: net worth statement; cash flow analysis; tax analysis, which is an analysis of a client's past taxable income and what has created their tax liabilities and also the client's potential future tax obligations based on his or her planned income sources; insurance and long-term care analysis; tax planning, which covers available strategies to potentially reduce current or future taxes or forecast future taxation based upon future planned events, such as retirement; retirement projection; 401k review; and/or other needs as identified during our meetings with the client. The client will receive a written financial plan following the completion of our meetings.

With our financial consulting services, we focus on a few individual topics as identified between us and the client. We do not provide a written financial plan for this service.

Portfolio Management Services

We offer portfolio management services that involve assisting with the ongoing management of a client's investment accounts. We work with the client to understand his or her investment objectives, time frame, risk tolerance and other considerations. Once we have this information, we create an individualized portfolio for the client. We regularly monitor the client's custom portfolio and adjust the model allocations as determined by the financial markets, world events and client's needs.

Recommendation and Monitoring of THIRD-PARTY Advisory Services

We recommend and monitor Third-Party Investment Advisers. We may recommend one or more Third-Party Investment Advisers to the client. The recommendation will depend on the client's circumstances, goals and objectives, strategy desired, account size, risk tolerance, or other factors. We work with each client to determine which Third-Party Investment Adviser may be appropriate. The client is never obligated to use a recommended Third-Party Investment Adviser.

If the client wishes to proceed with the recommendations, we enter a relationship with the recommended Third-Party Investment Adviser. Under these arrangements, the Third-Party Investment Adviser is responsible for portfolio management, best execution, portfolio reporting, trading, trade error resolution, custodian reconciliations, and other technological

communications. We maintain our relationship with the client by monitoring the status of the client's accounts with the Third-Party Investment Adviser, making recommendations about the Third-Party Investment Adviser, usually meeting with the client either in person or by telephone on an annual basis and acting as the client's primary financial advisor. All questions regarding the Third-Party Investment Adviser's services and performance should be directed to us.

Clients who are referred to a Third-Party Investment Adviser will receive full disclosure, including services rendered and fee schedules, at the time of the referral, by delivery of a copy of the relevant Third-Party Investment Adviser's Form ADV Part 2A or equivalent disclosure document before receiving investment advisory services from the Third-Party Investment Adviser.

Retirement Plan Consulting

We work with retirement plan sponsors to provide enrollment, informational meetings and investment education to employees and plan participants. In accordance with the Department of Labor's Interpretative Bulletin 96-1, we may provide information about the retirement plan, general financial and investment information and information and materials relating to asset allocation models available through the retirement plan. We may also provide interactive investment materials to assist participants in assessing their future retirement income needs and the impact of different asset allocations on retirement income.

Educational Seminars

Our owner, Mr. McGuire may provide educational seminars for groups seeking advice on specific topics, such as retirement planning, investment management, financial planning and wealth transfer. The contents of these seminars will vary depending upon the needs of the attendees. We will provide these seminars on an "as announced" basis.

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. We relay the clients' restrictions to the Third-Party Investment Adviser and monitor the accounts for adherence.

Wrap Program

Our portfolio management services are offered through a wrap and non-wrap fee program. For the wrap fee program, we are the portfolio manager and the sponsor. Additionally, we may recommend a Third-Party Investment Adviser who offers a wrap fee program. This information will be disclosed in the Third-Party Investment Adviser's ADV Part 2A, Appendix 1 and our investment management agreement.

Client Assets Managed

As of December 31, 2021, we manage $75,326,690 in client assets on a discretionary basis.

Item 5 – Fees and Compensation

Financial Planning Services

We offer financial planning and consulting services on a fixed fee or hourly fee basis. We typically charge a fixed fee for a written financial plan and an hourly rate for financial consulting. However, the client may negotiate a fixed fee for financial consulting services or hourly fee for a written financial plan. After an initial meeting where we determine the client's planning or consulting needs, we will present the client with an estimate of a fixed and hourly fee total. We will memorize the client's chosen type of fee, the estimated total, the services provided and the number of meetings in the financial planning and consulting agreement.

Our hourly fee ranges between $150 to $500. The hourly rate varies based on the complexity of the service provided. For example, we charge $150 per hour to monitor a client's employer retirement plan and we charge $500 for more sophisticated planning that requires in depth research and analysis. The number of hours will vary depending on the time we spend collecting the client's information, analysis and research of the assorted topics, and presenting to our clients. The hourly rate is negotiable. We collect half of the agreed upon estimated total fee upfront at the time of engagement and the remaining balance upon delivery of the consulting service at the last scheduled meeting.

Our fixed fee ranges from $0 to $15,000. The fixed fee range varies depending on the nature and complexity of each client's individual circumstances and the scope of services provided. The fee is negotiable. We collect half of the agreed upon fee upfront at the time of engagement and the remaining fee upon delivery of the financial plan at the last scheduled meeting.

A client 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, the client must notify us in writing at McGuire Financial Services, Inc., 349 Main St., Unit C, West Yarmouth, MA 02673. Upon receipt of written notice of termination, the client will receive a prorated refund of any unearned fees based on the percentage of work completed on the plan. For example, if one half of the plan was completed at termination, the client will receive a 50% refund. The refund will be paid by check and mailed to the last address of record.

Portfolio Management and Recommendation of Third-Party Advisory Services

For these services we charge a management fee based on a percentage of assets under management in the client's account. The annual management fee ranges between 0% to 1.75%. The management fee is negotiable and varies based on the size of the account and type of securities held in the account. For example, the client may aggregate accounts to negotiate a lower management fee.

Our management fee is billed quarterly, in advance, meaning the management fee is collected at the beginning of each quarter. The initial quarter's management fee will be calculated on the account's initial custodian reported value and prorated for the number of days remaining in the quarter. After the initial quarter, the management fee will be calculated based on the account's value as of the last business day of the prior quarter.

The management fee will be deducted from the client's account. For accounts that we manage, the client will be asked to authorize us with the ability to instruct the account's custodian to withdraw the fee directly from the client's account. For Third-Party Investment Adviser accounts, the Third-Party Investment Adviser will have the ability to instruct the custodian to withdraw our management fee. The client may terminate these authorizations at any time.

Our management fee does not include the Third-Party Investment Adviser's Fee, brokerage commissions, transaction fees, or other related costs and expenses that are normally incurred by the client. Clients 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.

A client 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, the client must notify us in writing at McGuire Financial Services, Inc., 349 Main St., Unit C, West Yarmouth, MA 02673. Upon written notice of termination, the client will receive a prorated refund based on the amount of time services were rendered during the termination quarter. For example, if there are 90 days in a quarter and the service was cancelled 45 days into the quarter, the client will receive a 50% refund of the quarterly management fee. (45 divided by 90 equals 50%) Refunds are paid by depositing the fee back into the account if allowed by the client's custodian. In all other cases refunds are paid by check and mailed to the last address of record.

RETIREMENT PLAN CONSULTING

We charge an annual fee based on a percentage of assets in the qualified retirement plan. Our annual fee ranges from 0.10% to 1.00% depending on the size of the plan and the services provided. Our fee is negotiable. The fee is generally collected quarterly, in advance. However, the collection schedule is subject to the plan provider or third-party administrator's collection schedule. The plan provider or third-party administrator calculates and collects our fee.

Our consulting fee does not include other third-party fees, such as transaction fees, recordkeeper fees or other related costs and expenses. Clients 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.

A client 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 thirty (30) days' written notice. To cancel the agreement, the client must notify us in writing at McGuire Financial Services, Inc., 349 Main St. Unit C, West Yarmouth, MA 02673. Upon receipt of written notice of termination, the client will receive a prorated refund based on the amount of time services were rendered during the termination quarter. For example, if there are 90 days in a quarter and the service was cancelled 45 days into the quarter, the client will receive a 50% refund of the quarterly management fee. (45 divided by 90 equals 50%) Refunds are paid by depositing the fee back into the account if allowed by the client's custodian. In all other cases refunds are paid by check and mailed to the last address of record.

Educational Seminar Fees

Our fees range from free to $49 per seminar. The fee is to be paid by the day of, prior to the start of the seminar and is based on the contents provided.

Other Securities Compensation

Our owner or associates may be independent insurance agents and may recommend fixed insurance products to our clients. This other business activity pays them commissions that are separate from the fees described above. This is a conflict of interest because the commissions give our associates a financial incentive to recommend and sell clients the fixed insurance products. However, they attempt to mitigate any conflicts of interest to the best of their ability through their fiduciary duty and by informing clients that they are never obligated to purchase any recommended fixed insurance products through them.

Our owner or associates are registered representatives of AAG Capita, Inc., an independent broker-dealer. They may recommend these services to clients. These other business activities pay commissions or advisory fees that are separate from the fees above. This is a conflict of interest because the commissions or advisory fees give the investment adviser representatives a financial incentive to recommend and sell additional securities or advisory services to clients. However, the investment adviser representatives attempt to mitigate any conflicts of interest to the best of their ability by placing the client's interests ahead of their own, through their fiduciary duty and by informing clients that they are never obligated to use recommended services through anyone associated with our associates.

Retirement Rollover Conflicts of Interest

When we recommend you rollover a retirement account for us to manage, this creates a financial incentive because we charge a fee for our services. We attempt to mitigate the conflict of interest by acting in your best interest and applying an impartial conduct standard to all rollovers. Please note that you are not under any obligation to roll over a retirement account to an account managed by us.

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, pension and profit-sharing plans, charities and non-profits. We do not require a minimum balance.

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

Methods of Analysis and Investment Strategies

We use asset allocation as our investment strategy. Asset allocation is an investment strategy that aims to balance risk and reward by apportioning a portfolio's assets according to an individual's goals, risk tolerance and investment horizon. The asset classes typically include equities, fixed-income, international, and cash and equivalents. The risk associated with asset allocation is that each class has different levels of risk and return, so each will behave differently over time. There is no guarantee that diversification among asset classes will grow a portfolio.

Investment Risks

All investment programs have certain risks that are borne by the client and **investing in securities involves 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 model 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) (please see below for risks associated with ETFs), stocks and bonds. Some of the risks 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 to 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.

EXCHANGE TRADED FUND RISKS

Definition. An exchange-traded fund (ETF) is an investment fund traded on stock exchanges, much like stocks. An ETF holds assets such as stocks, commodities, or bonds and trades at approximately the same price as the net asset value of its underlying assets over the course of the trading day. Most ETFs track an index, such as the S&P 500.

ETF investments have risks like stocks. There are risks involved with investing in ETFs including the risk of principal (i.e., possible loss of money). The share price may trade above or below the purchase price.

Authorized Participants Risk. Authorized Participants have exclusive rights to change the supply of an ETFs on the market. When they spot a shortage of ETF shares in the market, they create more shares. Conversely, when there is an excess of supply of ETF shares on the market, they reduce the number of shares. Generally speaking, the greater the number of Authorized Participants the better. The risk associated with Authorized Participants is that they may not be active in monitoring the supply of an ETF, which could limit its liquidity.

Liquidity Risk. Not all ETFs have the same level of liquidity. An ETF's liquidity is affected by the securities it holds, the trading volume of the securities it holds, the trading volume of the ETF itself and finally, the investment environment. Lower levels of liquidity lead to greater bid-ask spreads, larger discrepancies between net asset value and the value of the underlying securities, and a decreased ability to trade profitably.

***Market Risk*.** Since the ETF invests most or a substantial portion of its assets in stocks, it is subject to stock market risk. Market risk involves the possibility that the value of the ETF's investments in stocks will decline due to drops in the stock market. In general, the value of the ETF will move in the same direction as the overall stock market in which the ETF invests, which will vary from day to day in response to the activities of individual companies, as well as general market, regulatory, political and economic conditions.

Trading Risk. Although ETFs will be listed on the Exchange, there can be no assurance that an active or liquid trading market for them will develop or be maintained. In addition, trading in the ETF on the Exchange may be halted due to market conditions or for reasons that, in the view of the Exchange, make trading in the ETF inadvisable. Further, trading in the ETF on the Exchange is subject to trading halts caused by extraordinary market volatility pursuant to the Exchange

"circuit breaker" rules. There can be no assurance that the requirements of the Exchange necessary to maintain the listing of the ETF will continue to be met or will remain unchanged.

Value Stock Risk. Value stocks are subject to the risk that their intrinsic value may never be realized by the market or that their prices may go down. While the ETF's investments in value stocks may limit its downside risk over time, the ETF may produce more modest gains than riskier stock funds as a trade-off for this potentially lower risk.

Item 9 – Disciplinary Information

Registered investment Managers 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. We do not have information to disclose in this item. Please note the client may obtain a disciplinary history report about us and our investment adviser representatives from the Massachusetts Securities Division of the Office of the Secretary of the Commonwealth of Massachusetts. (Phone: 800-269-5428 or email: securities@sec.state.ma.us)

Item 10 – Other Financial Industry Activities and Affiliations

Broker Dealer Affiliation

Please see Item 5 above for information on our owner's association with AAG Capital, Inc., an independent broker-dealer.

Futures/Commodities Firm Affiliation

We are not affiliated with a futures or commodities broker.

Other Industry Affiliations

Our owner or associates may be independent insurance agents and may recommend this service to the firm's clients. This other business activity pays them commissions that are separate from the fees described in Item 5 above. This is a conflict of interest, as the commissions give our associates a financial incentive to recommend and sell clients the insurance products. However, they attempt to mitigate any conflicts of interest to the best of their ability through their fiduciary duty and by informing clients that they are never obligated to purchase any recommended insurance products through them.

Recommendation of THIRD-PARTY Investment Manager

We recommend the services of Third-Party Investment Managers. This information can be found under Items 4 and 5. We will ensure that the Third-Party Manager is properly registered or exempt from registration in the client's state of residence prior to making any recommendation. We may receive a portion of the Third-Party Manager's fee, which creates a financial incentive to recommend Third-Party Managers that pay a higher percentage of the management fee. We attempt to mitigate the conflict of interest to the best of our ability by placing the client's interest ahead of our own, through our fiduciary duty and by following our Code of Ethics that establishes ideals for ethical conduct.

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 have a material interest in any securities.

Investing in or Recommending the same Securities

Our owner may buy or sell for his own account the same securities at or about the same time that he recommends those securities to clients or purchase them for client accounts. A conflict of interest may exist because he can trade ahead of client trades. We mitigate any conflict of interest in two ways. First, our Code of Ethics requires any access person 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 client accounts. Second, we require client transactions be placed ahead of our access person's 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 access person's personal and client trading activities are reviewed and made available to regulators to review on the premises.

Item 12 – Brokerage Practices

The custodian and brokers we use

We do not maintain custody of your assets that we manage or on which we advise, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (*see* Item 15—Custody, below). Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. We recommend that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian.

We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as custodian/broker, you will decide whether to do

so and will open your account with Schwab by entering into an account agreement directly with them. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian.

We do not open the account for you, although we may assist you in doing so. Even though your account is maintained at Schwab, and we anticipate that most trades will be executed through Schwab, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs").

HOW WE SELECT BROKERS/CUSTODIANS

We seek to recommend Schwab, a custodian/broker that will hold your assets and execute transactions. When considering whether the terms that Schwab provides are, overall, most advantageous to you when compared with other available providers and their services, we take into account a wide range of factors, including:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, security and stability
- Prior service to us and our clients
- Services delivered or paid for by Schwab
- Availability of other products and services that benefit us, as discussed below (see "Products and services available to us from Schwab")

YOUR BROKERAGE AND CUSTODY COSTS

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program. For some accounts, Schwab charges you a percentage of the dollar amount

of assets in the account in lieu of commissions. In addition to commissions or asset-based fees, Schwab charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account.

We are not required to select the broker or dealer that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers or dealers. Although we are not required to execute all trades through Schwab, we have determined that having Schwab execute most trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How we select brokers/custodians"). By using another broker or dealer you may pay lower transaction costs.

PRODUCTS AND SERVICES AVAILABLE TO US FROM SCHWAB

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like us. They provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to Schwab retail customers. However, certain retail investors may be able to get institutional brokerage services from Schwab without going through us. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Schwab's support services:

Services that benefit you. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services that do not directly benefit you. Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts and operating our firm. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts

- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

Services that generally benefit only us. Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology and business needs
- Consulting on legal and related compliance needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. Schwab also provides us with other benefits, such as occasional business entertainment of our personnel. If you did not maintain your account with Schwab, we would be required to pay for these services from our own resources.

OUR INTEREST IN SCHWAB'S SERVICES

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. These services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The fact that we receive these benefits from Schwab is an incentive for us to recommend the use of Schwab rather than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that taken in the aggregate, our recommendation of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services (see "How we select brokers/ custodians") and not Schwab's services that benefit only us.

BROKERAGE FOR CLIENT REFERRALS

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

DIRECTED BROKERAGE

Some clients may direct us to a specific broker-dealer to execute securities transactions for their accounts. When so directed, we may not be able to effectively negotiate lower brokerage commissions or achieve best execution on those clients' transactions. This can result in substantially higher fees, charges, or dealer concessions in one or more transactions for the clients' accounts because we cannot negotiate favorable prices.

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 each 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's accounts, the timing of the trades, the liquidity of the securities or 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

Our owner, Mr. McGuire and/or associates, review client portfolios and Third-Party Manager accounts annually. Financial planning, financial consulting and retirement plan consulting account reviews are negotiated and disclosed in the agreement.

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

Portfolio management and Third-Party Manager accounts receive at least a quarterly statement from the account's custodian. We provide a written plan to financial planning clients.

Item 14 – Client Referrals and Other Compensation

Other Compensation

We receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab. You do not pay more for assets maintained at Schwab as a result of these arrangements. However, we benefit from the referral arrangement because the cost of these services would otherwise be borne directly by us. You should consider these conflicts of interest when selecting a custodian. The products and services provided by Schwab, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices).

Client Referrals

We do not pay for client referrals or use solicitors.

ITEM 15 – CUSTODY

All client funds, securities and accounts are held at a qualified custodian. We do not take possession of a client's securities. However, the client will be asked to authorize us with the ability to instruct the custodian to deduct our management fee directly from the client's account. This authorization will apply to our management fee only. This is considered a limited form of custody. With a limited form of custody, when deducting the fee, we send a billing invoice to the client and his/her custodian, showing the management fee to be debited, amount on which the management fee was calculated, the time period the management fee covers, and how the management fee was calculated. The client may terminate this authorization at any time. In addition to the fee invoice, the client will receive at least quarterly statements from the qualified custodian that holds and maintains the client's assets. We urge each client to carefully review such statements.

At times, we assist some clients with the ability to move money from one account to another. In these situations, you will sign standing letter of instruction ("SLOAs") with your custodian that grants us the ability to facilitate the transfer. When your money is transferred between accounts with different titles, this is considered a limited form of custody. In 2017, the SEC issued a no-action letter ("Letter") with respect to the Rule 206(4)-2 ("Custody Rule") under the Investment Advisers Act of 1940 ("Advisers Act"). We and your custodian, follow the safeguards outlined in the letter. These safeguards include:

- The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
- The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
- The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization and provides a transfer of funds notice to the client promptly after each transfer.
- The client has the ability to terminate or change the instruction to the client's qualified custodian.
- The investment adviser has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.
- The investment adviser maintains records showing that the third party is not a related party of the investment adviser or located at the same address as the investment adviser.
- The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Item 16 – Investment Discretion

We offer discretionary investment management services. The client 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 the client's account. It also allows us to place each such trade without the client's prior approval. In addition to our investment management agreement, the client's custodian may request the client to sign the custodian's limited power of attorney. This varies with each custodian. We discuss all limited powers of attorney with the client prior to their execution. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the client 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 Managers

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

Mr. McGuire is required to disclose additional information if he has other business activities. He is a registered representative of AAG Capital, Inc. and a licensed independent insurance agent. He receives commissions from the sale of securities and insurance products. These activities and any conflicts of interest associated therewith are discussed in Items 5 and 10 of this brochure. He is also involved in several non-investment related other business activities that include: owner of Bam Bam, LLC, a real estate holding company; member of the finance committee for Yarmouth Area Chamber of Commerce; and trustee of 349 Main Street Condo Trust.

Mr. McGuire is also required to disclose additional information if he receives performance-based fees, has any relationship or arrangement with an issuer of securities, or was ever found liable in an arbitration, civil, self-regulatory organization or administrative proceeding. Mr. McGuire has no information to report on these topics because none of these apply to him.