Item 1 – Cover Page

Fierston Financial Group, Inc.

SEC File Number: 801-34803

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ADV Part 2A, Brochure

October 5, 2017

This Brochure provides information about the qualifications and business practices of Fierston Financial Group, Inc. ("FFG"). If you have any questions about the contents of this Brochure, please contact us at 860-521-2100 or seth@fierston.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.

Fierston Financial Group, Inc. is a registered investment adviser. Registration of an Investment Adviser or references to FFG being "registered" does not imply any level of skill or training. Additional information about Fierston Financial Group, Inc. also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

There have been no material changes made to FFG's Part 2A Brochure since this year's Annual Amendment filing on March 1, 2017. However since that time, FFG has made additional enhancements, including at Items 4 and 5, regarding retirement plan rollovers.

<u>ANY QUESTIONS: FFG's Chief Compliance Officer, Seth Fierston, remains available to address any questions regarding this Part 2A, including the disclosure additions and enhancements below</u>.

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Item 4 – Advisory Business

Fierston Financial Group, Inc. ("FFG") was formed on January 9, 1989 in the state of Connecticut and registered with the SEC in 1989 as an investment adviser. FFG is principally owned by Seth B. Fierston and Brian S. Fierston.

FFG provides its investment services based on the clients' individual goals and circumstances. FFG manages client portfolios consisting primarily of no load (or load waived) mutual funds, including mutual funds covering fixed income asset classes.

As of December 31, 2016, FFG had Regulatory Assets Under Management of $583,227,544 on a discretionary basis and did not manage any assets on a non-discretionary basis.

PORTFOLIO MANAGEMENT SERVICES

Before engaging FFG to provide investment advisory services, new clients will be required to enter into an Investment Advisory Agreement with FFG setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the fee that is due from the client.

FFG provides continuous advice to a client regarding the investment of client funds based on the individual needs of the client. Through personal discussions in which goals and objectives based on a client's particular circumstances are established, FFG develops a client's investment profile and creates and manages a portfolio based on that profile. FFG will manage advisory accounts on a discretionary basis. Account supervision is guided by the stated objectives of the client (i.e., conservative, balanced, or aggressive).

FFG will typically create a portfolio consisting primarily of no-load (or load waived) mutual funds. In limited circumstances, FFG's client portfolios may also contain exchange traded funds, fixed income securities, U.S. government bonds, agency bonds, municipal securities and certificates of deposit. FFG will allocate the client's assets among various investments taking into consideration the overall management style selected by the client. The mutual funds will be selected on the basis of any or all of the following criteria: the fund's performance history; the asset class in which the fund invests; the track record of the fund's manager; the fund's investment objectives; the fund's management style and philosophy; and the fund's management fee structure.

As more fully detailed in Item 8 below, portfolio weighting between funds and market sectors will be determined by each client's individual needs and circumstances. Clients will have the opportunity to place reasonable restrictions on the types of investments which will be made on the client's behalf. Clients will retain individual ownership of all securities.

As part of the portfolio management process, and upon specific client request, FFG may provide general financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of FFG), FFG may determine to charge for such additional services pursuant to a separate, stand-alone Financial Planning and Consulting Agreement as described below.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent requested by a client, FFG may also provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis.

Before engaging FFG to provide stand-alone planning or consulting services, clients are required to enter into a Financial Planning and Consulting Agreement with FFG setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client before FFG commences services. If requested by the client, FFG may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from FFG. Please Note: If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

MISCELLANEOUS

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services. As indicated above, to the extent requested by a client, FFG may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. **Please Note**: FFG **does not** serve as an attorney, accountant, or insurance agency, and no portion of its services should be construed as same. Accordingly, FFG **does not** prepare estate planning documents, tax returns or sell insurance products. To the extent requested by a client, FFG may recommend the services of other professionals for certain non-investment implementation purpose. Clients are under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation that FFG makes. If the client engages any unaffiliated recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Retirement Plan Rollovers-Potential for Conflict of Interest: A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If FFG recommends that a client roll over their retirement plan assets into an account to be managed by FFG, such a recommendation creates a conflict of interest if FFG earns a new (or will increase its current) advisory fee as a result of the rollover. To the extent that FFG recommends that clients roll over assets from their retirement plan to an IRA managed by FFG, then FFG represents that it and its investment adviser representatives are fiduciaries under the Employment Retirement Income Security Act of 1974 ("ERISA"), or the Internal Revenue Code, or both. **No client is under any obligation to rollover retirement plan assets to an account managed by FFG**. **FFG'S Chief Compliance Officer, Seth B. Fierston, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

Please Note-Use of Mutual Funds: Most mutual funds are available directly to the public. Thus, a prospective client can obtain many of the mutual funds that may be recommended and/or utilized by FFG independent of engaging FFG as an investment advisor. However, if a prospective client determines to do so, he/she will not receive FFG's initial and ongoing investment advisory services. **Separate Fees**: As indicated below at Item 5, all mutual funds impose fees at the fund level (e.g. management fees and other fund expenses). All mutual fund fees are separate from, and in addition to, FFG's wealth management fee as described at Item 5 below. **FFG's Chief Compliance Officer, Seth B. Fierston, remains available to address any questions that a client or prospective client may have regarding the above.**

Schwab. As discussed below at Item 12, FFG recommends that Schwab serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab charge brokerage commissions and/or transaction fees for effecting securities transactions. All such commission and/or transaction fees shall be in addition to FFG's advisory fee referenced at Item 5 below.

Portfolio Activity. FFG has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, FFG will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, mutual fund manager tenure, style drift, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when FFG determines that changes to a client's portfolio are neither necessary or prudent. Of course, as indicated below, there can be no assurance that investment decisions made by FFG will be profitable or equal any specific performance level(s).

Aggregation Platforms. FFG may provide its clients with access to aggregation services available through platforms hosted by "MoneyGuidePro" and "Aqumulate LLC" (the "Platforms"). The Platforms allow a client to view their complete asset allocation, including those assets that FFG does not manage (the "Excluded Assets"). FFG does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, FFG shall not be responsible for the investment performance of the Excluded Assets. Rather, the client and/or their advisor(s) that maintain management authority for the Excluded Assets, and not FFG, shall be exclusively responsible for such investment performance. The client may choose to engage FFG to manage some or all of the Excluded Assets pursuant to the terms and conditions of an Investment Advisory Agreement between FFG and the client. The Platforms may also provide access to other types of information and applications, including financial planning concepts and functionality, which should not, in any manner whatsoever, be construed as services, advice, or recommendations provided by FFG. Finally, FFG shall not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the Platforms without FFG's assistance or oversight.

Client Obligations. In performing its services, FFG shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify us if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, and/or revising FFG's previous recommendations and/or services.

Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by FFG) will be profitable or equal any specific performance level(s).

Item 5 – Fees and Compensation

<u>PORTFOLIO MANAGEMENT SERVICES</u>

The annual fee for portfolio management services will typically be charged as a percentage of assets under management at the rate of 1.00% per year for assets up to $1,000,000 and 0.75% per year for assets above $1,000,000. FFG has other fee arrangements that were established before the adoption of the current fee schedule. **<u>Please Note</u>**: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

In previously established arrangements, FFG charges higher fees for equity than fixed income portions of client portfolios. In these prior arrangements, FFG has an incentive to recommend a higher allocation of equity investments than fixed income investments. FFG does not intend to act, and does not believe it acts, on any such incentive. **<u>Please Note: Conflict of Interest</u>**: Although FFG will allocate client assets consistent with the client's designated investment objective, the fact that FFG earns a higher fee for management of equity vs. fixed income investments presents a ***conflict of interest*** since it will present an economic incentive to allocate more assets to those types of securities from which it will earn a higher advisory fee. **ANY QUESTIONS**: FFG's Chief Compliance Officer, Seth B. Fierston remains available to address any questions regarding this conflict of interest.

FFG's portfolio management services fee will be charged quarterly in arrears. Clients may elect to be billed directly for fees or to authorize FFG to directly debit fees from their accounts.

At FFG's discretion, the annual fee for portfolio management services may be charged on an hourly basis ranging from $100 to $500 per hour or on a fixed fee basis.

A minimum of $1,000,000 of assets under management is required for Portfolio Management Services. This account size may be negotiable under certain circumstances. FFG may group certain related client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

FFG may provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. FFG's planning and consulting fees are negotiable, but FFG generally charges between $1,000 and $5,000 on a fixed fee basis, or between $100 and $500 per hour on an hourly basis, depending upon the level, complexity, and scope of the services required and the professional rendering the services.

GENERAL INFORMATION

In certain circumstances, all fees and account minimums may be negotiable.

A client agreement may be canceled at any time, by either party, for any reason. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.

All fees paid to FFG for investment 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 fund's prospectus. These fees will generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge.

A client could invest in a mutual fund directly, without the services of FFG. In that case, the client would not receive the services provided by FFG which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by FFG to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

In addition to FFGs advisory fees, clients are also responsible for the fees and expenses charged by custodians and imposed by broker dealers. Such fees may include, but are not limited to, transaction charges, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Such charges, fees and commissions are exclusive of and in addition to FFG's fee; and FFG shall not receive any portion of these commissions, fees, and costs.

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

FFG does not charge any performance-based fees (i.e., fees based on a share of capital gains on or capital appreciation of client assets).

Item 7 – Types of Clients

FFG offers a combination of advisory services, where appropriate, to individuals, high net worth individuals, pension and profit sharing plans, trusts, estates, charitable organizations, and corporations or other business entities. FFG, in its sole discretion, may charge a lesser investment management fee and/or reduce or waive its aggregate relationship minimum based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.). **Please Note**: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

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

FFG's services are based on long-term investment strategies incorporating the principles of Modern Portfolio Theory. FFG's investment approach is firmly rooted in the belief that markets are "efficient" over periods of time and that investors' long-term returns are determined principally by asset allocation decisions, rather than market timing. FFG recommends diversified portfolios, principally through the use of actively managed and passive, open end mutual funds to implement this investment strategy.

Although all investments involve risk, FFG's investment advice seeks to limit risk through broad diversification among asset classes and, as appropriate for particular clients the investment in fixed income mutual funds. FFG's investment philosophy is designed for investors who desire a buy and hold strategy. FFG does not recommend frequent trading, which can increase brokerage and other costs and taxes.

Clients may hold or retain other types of assets as well, but FFG will not manage or supervise such assets (i.e., Unmanaged Assets). FFG will only manage and supervise assets designated by the client per the Investment Advisory Agreement (i.e., Managed Assets).

FFG’s strategies do not utilize securities that FFG believes would be classified as having any unusual risks.

Analysis of a Client's Financial Situation

In the development of investment plans for clients, including the recommendation of an appropriate asset allocation, FFG relies on an analysis of the client's financial goals and objectives, current and estimated future resources, and tolerance for risk. Based on an analysis of the above factors, FFG will devise an allocation plan which may include the allocation of client assets among various FFG strategies. These strategies will typically be based on various asset classes and investment categories, including passive equity, active equity, taxable bond, municipal bond, and alternative investment strategies. FFG's investment strategies are not models. Therefore, even if a client's account is allocated to a particular strategy, the implementation of such strategy may vary across client accounts, based on various factors, including those detailed below.

The aforementioned strategies serve as the "building blocks" of a client's account allocation. While FFG will typically seek to maintain consistency when applying the same investment strategy across multiple client accounts, each client account will be individually analyzed for account composition, tax implications, costs, and other factors when allocating to a particular strategy and when implementing that strategy in a client account. This means that deviations from a core strategy may occur for some clients, particularly when FFG makes changes to a strategy's holdings or weightings.

Client Obligations

In performing its services, FFG shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely upon it. Moreover, each client is advised that it remains their responsibility to promptly notify FFG if there is ever any change in their financial situation or investment objectives for the purpose of reviewing/evaluating/revising FFG's previous recommendations and/or services.

Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear.

All investments present the risk of loss of principal – the risk that the value of securities (e.g., mutual funds), when sold or otherwise disposed of, may be less than the price paid for the securities. Even when the value of the securities when sold is greater than the price paid, there is the risk that the appreciation will be less than inflation. In other words, the purchasing power of the proceeds may be less than the purchasing power of the original investment.

The mutual funds utilized by FFG may include funds invested in domestic and international equities, including real estate investment trusts (REITs), domestic and international fixed income securities and commodities. Equity securities may include large capitalization, medium capitalization and small capitalization stocks. Fixed income securities may include investment grade corporate bonds, high yield bonds, municipal bonds, United States government bonds, developed country international bonds, and emerging market bonds. Mutual fund shares invested in fixed income securities are subject to the same interest rate, inflation and credit risks associated with the underlying bond holdings.

Among the riskiest mutual funds used in FFG's investment strategies are: small capitalization funds, international funds, and alternative/satellite strategies funds.

Certain funds utilized by FFG may contain international securities. Investing outside the United States involves additional risks, such as currency fluctuations, periods of illiquidity and price volatility. These risks may be even greater with investments in emerging markets.

More information about the risks of any particular market sector can be reviewed in representative mutual fund prospectuses managing assets within each applicable sector.

Item 9 – Disciplinary Information

FFG does not have any legal or disciplinary events to disclose that are material to a client's or prospective client's evaluation of its advisory business or the integrity of its management.

Item 10 – Other Financial Industry Activities and Affiliations

Neither FFG, nor its representatives, are registered or have an application pending to register: as a broker-dealer or a registered representative of a broker-dealer; as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing. FFG does not have any relationship or arrangement that is material to its advisory business or to its clients with any related person. FFG does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its clients.

Item 11 – Code of Ethics

FFG has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct and fiduciary duty to its clients. The Code of Ethics stresses that no person employed by FFG shall prefer his/her own interests to those of advisory clients.

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

Neither FFG nor its employees recommend, buy, or sell any securities for client accounts in which it has a material financial interest. FFG's employees and persons associated with FFG are required to follow FFG's Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of FFG may trade for their own accounts in securities which are recommended, bought, or sold for FFG's clients.
The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of FFG will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of FFG's clients. (Mutual funds are an exempt security).

In addition, the Code requires pre-clearance of some transactions, and restricts trading in close proximity to client trading activity. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between FFG and its clients. **<u>Clients or prospective clients may request a copy of the Code of Ethics by contacting FFG's Chief Compliance Officer, Seth B. Fierston.</u>**

Item 12 – Brokerage Practices

<u>Brokerage Practices</u>
In the event that the client requests that FFG recommend a broker-dealer/custodian for execution and/or custodial services, FFG generally recommends that investment advisory accounts be maintained at Charles Schwab & Company ("Schwab"). Before engaging FFG to

provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with FFG setting forth the terms and conditions under which FFG shall advise on the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that FFG considers in recommending Schwab (or any other broker-dealer/custodian to clients) include historical relationship with FFG, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by FFG’s clients shall comply with FFG’s duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where FFG determines, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer’s services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although FFG will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, FFG’s investment advisory fee.

Non-Soft Dollar Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, FFG may receive from Schwab (or another broker-dealer/custodian, investment manager, platform or fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist FFG to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by FFG may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis travel, entertainment, and attendance at conferences, meetings, and other educational and/or social events, marketing support-including client events, computer hardware and/or software and/or other products used by FFG in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that may be received may assist FFG in managing and administering client accounts. Others do not directly provide such assistance, but rather assist FFG to manage and further develop its business enterprise.

FFG's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by FFG to Schwab or any other any entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

FFG's Chief Compliance Officer, Seth B. Fierston, remains available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflict of interest such arrangements may create.

Directed Brokerage: FFG generally does not accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and FFG will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by FFG. As a result, a client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. In the event that the client directs FFG to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through FFG. Higher transaction costs adversely impact account performance. Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Order Aggregation: The vast majority of transactions effected by FFG for client accounts are open-end mutual funds. Transactions for each client account generally will be effected independently, unless FFG decides to purchase or sell the same securities for several clients at approximately the same time. FFG may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among FFG's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. FFG shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 – Review of Accounts

While the underlying securities within Portfolio Management Services accounts are continuously monitored, the accounts are reviewed at least quarterly by Brian S. Fierston or Seth B. Fierston, each Co-Presidents of FFG.

Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, the market, or the political / economic environment.

In addition to the statements and confirmations of transactions that Portfolio Management Services clients receive from their broker dealer, FFG may provide quarterly reports summarizing account performance, balances and holdings. FFG's principals and advisory representatives are also available to consult with the client and meetings can be scheduled to address client questions.

Item 14 – Client Referrals and Other Compensation

As referenced in Item 12 above, FFG may receive economic benefits from Schwab including support services or products without cost or at a discount. FFG's clients do not pay more for investment transactions effected and/or assets maintained at Schwab as result of this arrangement. There is no corresponding commitment made by FFG to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangements. **FFG's Chief Compliance Officer, Seth B. Fierston, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding perceived conflict of interest such arrangements may create.**

FFG does not engage solicitors, nor does it compensate any person or entity for client referrals.

Item 15 – Custody

Clients should receive at least quarterly statements from Schwab, a qualified custodian (or any other qualified custodian maintaining client assets), that holds and maintains client's investment assets.

FFG urges clients to carefully review such statements and compare such official custodial records to the account statements that FFG may provide. FFG's statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

FFG engages in other practices and/or services on behalf of its clients that require disclosure at ADV Part 1, Item 9, which practices and/or services are subject to an annual surprise CPA examination in accordance with the requirements of Rule 206(4)-2 under the Investment Advisors Act of 1940. **FFG's Chief Compliance Officer, Seth B. Fierston, remains available to address any questions that a client or prospective client may have regarding custody related issues.**

Item 16 – Investment Discretion

FFG requests discretionary authority from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account.

Any limitations / restrictions on this discretionary authority shall be made in writing and provided to FFG by the client. Clients may change/amend these limitations /restrictions as required. Such amendments shall be submitted in writing.

Item 17 – Voting Client Securities

Advisory clients may delegate their proxy voting authority to FFG. Alternatively, clients may, at their election, choose to receive proxies related to their own accounts, in which case FFG may consult with clients as requested. When FFG is given discretion to vote the proxies on behalf of its clients, it will vote those proxies in the best interests of its clients and in accordance with FFG's established policies and procedures.

FFG will only vote proxies for securities it “Manages” for clients pursuant to its discretionary authority and not any “Unmanaged Assets.” Since FFG does not manage individual stocks that are held in client accounts, the proxies for these securities will not be voted by FFG.

Clients who maintain individual securities in their accounts with FFG have three options: 1) FFG can set up a separate account for the client to hold the individual securities and code the account so that the proxies are sent to the client; 2) FFG can change the existing coding on their account so that the client is responsible for voting the proxies for all of the assets held in the account; or 3) the client can delegate the responsibility of voting the proxies to FFG, knowing that FFG will not be voting the proxies of their individual securities.

In the event that FFG becomes aware of a material conflict of interest, which might reasonably bring into question FFG’s objectivity in voting a client's proxy, FFG will inform any affected client of that potential conflict in advance and mutually agree upon an acceptable manner of handling the potential conflict. FFG will not vote a proxy involving a material conflict of interest unless the client has approved FFG’s actions in advance.

Clients may request, in writing, information on how proxies for their shares were voted. If any client requests a copy of FFG's complete proxy policies and procedures or how FFG voted proxies for his/her account(s), FFG will promptly provide such information to the client.

Clients may obtain a copy of FFG's complete proxy voting policies and procedures by contacting FFG’s Chief Compliance Officer, Seth B. Fierston.

Item 18 – Financial Information

FFG does not require or solicit the prepayment of more than $1,200 in fees six months or more in advance. FFG is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts. FFG has not been the subject of a bankruptcy petition.

ANY QUESTIONS: FFG’s Chief Compliance Officer, Seth B. Fierston, remains available to address any questions that a client or prospective client may have regarding this ADV Part 2A, Brochure.