

Firm Brochure
(Part 2A of Form ADV)

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This brochure provides information about the qualifications and business practices of Ulivi Wealth Management. If you have any questions about the contents of this brochure, please contact us at: 714-771-6000, or by email at: professor@ulivi.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.

Additional information about Ulivi Wealth Management is available on the SEC's website at www.adviserinfo.sec.gov

January 05, 2011

Material Changes

Annual Update

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

Material Changes since the Last Update

The U.S. Securities and Exchange Commission issued a final rule in July 2010 requiring advisers to provide a Firm Brochure in narrative “plain English” format. The new final rule specifies mandatory sections and organization.

Full Brochure Available

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: 714.771.6000 or by email at: professor@ulivi.com.

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Advisory Business

Firm Description

Uliwi Wealth Management was founded in 1995.

Uliwi Wealth Management provides personalized confidential financial planning and investment management to individuals, pension and profit sharing plans, trusts, estates, charitable organizations and small businesses. Advice is provided through consultation with the client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and estate planning.

Uliwi Wealth Management is strictly a fee-only financial planning and investment management firm. The firm does not sell annuities, insurance, stocks, bonds, mutual funds, limited partnerships, or other commissioned products. The firm is not affiliated with entities that sell financial products or securities. No commissions in any form are accepted. No finder's fees are accepted.

Investment advice is an integral part of financial planning. In addition, ULIVI WEALTH MANAGEMENT advises clients regarding cash flow, college planning, retirement planning, tax planning and estate planning.

Investment advice is provided, with the client making the final decision on investment selection. ULIVI WEALTH MANAGEMENT does not act as a custodian of client assets. The client always maintains asset control. ULIVI WEALTH MANAGEMENT places trades for clients under a limited power of attorney. The firm does NOT have discretionary trading authority. All trades must be approved before they are made by each client.

A written evaluation of each client's initial situation is provided to the client, often in the form of a net worth statement. Periodic reviews are also communicated to provide reminders of the specific courses of action that need to be taken. More frequent reviews occur but are not necessarily communicated to the client unless immediate changes are recommended.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) may be engaged directly by the client on an as-needed basis. Conflicts of interest will be disclosed to the client in the unlikely event they should occur.

The initial meeting, which may be by telephone, is free of charge and is considered an exploratory interview to determine the extent to which financial planning and investment management may be beneficial to the client.

Principal Owners

Ricardo M. Uliwi is a 100% owner.

Types of Advisory Services

The Advisor provides a menu of advisory services, including Financial Planning, and ongoing monitoring with non-discretionary trading authority through our investment management service. Below is a description of each service.

Financial Planning Services: Advisor typically provides the following services: a **Retirement Income Strategy** and/or an **Investment Strategy**. The Retirement Income Strategy addresses client objectives, and develops strategies relating to cash flow and tax, retirement, insurance, estate issues and special needs. The Investment Strategy provides an asset allocation recommendation as well as investment recommendations to implement the asset allocation strategy.

Potential clients have choices. We give you the option of implementing these strategies on their own, or using our personalized **Monitoring Service**, which implements and manages both strategies on an ongoing basis.

The initial consultation, which is usually complimentary, allows the potential client and the advisor to get acquainted, ask questions, and to determine if an engagement could be forthcoming. No advice is given in this initial meeting. If both the potential client and the Advisor choose to do so, a second meeting, called a "scope of project" meeting is scheduled. The purpose of this meeting is to give the Advisor sufficient information and understanding of the potential client's needs to determine the complexity of the project.

Typically, a contract is provided to the potential client within a few days after the scope meeting. This contract describes the scope of the planning project, special areas of focus, and the price of the engagement. The price of the Retirement Income Strategy is based on an estimate of the time a plan will take to prepare, and the complexity of the case. Our standard hourly rate of the Advisor (\$275). Planning support (\$90/hr.) and Administrative Support (\$70/hr.). If for any reason the financial planning engagement is not completed within three months, the balance of the deposit less hourly charges for work completed to date will be refunded.

The fee for the Retirement Income Strategy ranges between \$1,500 - \$4,000. The most common fee for our typical client is \$3,000. The fee for the Investment Strategy ranges between \$1,500 - \$10,000. The most common fee for our typical client is \$3,000. When the engagement contract is signed and returned with a deposit of half the planning fee, the financial planning process is initiated (the balance of the fee is due upon the presentation of the final plan). Additional information relevant to the plan may be requested from the client at this time.

Several meetings to review client objectives, data gathering, preliminary cash flow, asset allocation, general investing concepts and retirement projections are conducted. At each meeting, the client has the opportunity to review the data and assumptions and to suggest revisions to the plan. A final meeting is conducted to review recommendations and to discuss what role, if any, the

Advisor will have in implementation. The client is under no obligation to use the Advisor's services to implement the recommendations contained in the Financial Plan. In general, a revised financial plan may be warranted when client objectives or circumstances change. A revised financial plan is typically less expensive than the initial financial plan.

Monitoring and/or Investment Management Services

Our **Monitoring Service** is available to those clients who wish to delegate the implementation and ongoing management of their retirement and investment strategies. This service includes investment management services, described below.

Our **Investment Management** service is designed to implement and manage your **Investment Strategy**. It also appeals to those individuals who, for one reason or another, do not need a Retirement Income Strategy. Good examples of these include clients with trust funds, or younger clients who are far from retirement.

We use both a strategic and tactical asset allocation in the pursuit of your investment objectives. For individual investments, we prefer to use index funds and/or exchange traded funds, because they are low cost, well diversified, have great liquidity and offer tax advantages.

With the Monitoring and/or Investment Management service, the Advisor provides ongoing oversight to and has non-discretionary trading authority within the client accounts custodied at TD Ameritrade. The Advisor makes the trades that have been pre-authorized by clients. This service is typically for clients who have in excess of \$200,000 under management with the advisor.

Performance Reporting

The Advisor provides reports at least on a semi-annual basis detailing performance of each investment in the client's portfolio; as well as compares the overall portfolio performance and investment allocation to the client's financial goals.

Administration and Interaction

Clients are provided transaction confirmation notices and monthly summary account statements from TD Ameritrade. The Advisor contracts out, and gives access to client portfolio data, to Mrs. Krisan Marotta of Krisan's BackOffice, Inc. for the purpose of preparing performance and other analytical reports for the Advisor. Krisan's BackOffice, Inc. has no trading authority for any client accounts of our firm.

An Investment Policy Statement is usually prepared for the client, which sets the parameters of how the investment accounts will be managed by the Advisor. This document is modified by client feedback, and can be changed at any time without additional fees or charges.

On more than an occasional basis, ULIVI WEALTH MANAGEMENT furnishes advice to clients on matters not involving securities, such as financial planning matters, taxation issues, and trust services that often include estate planning.

As of DATE, ULIVI WEALTH MANAGEMENT manages approximately \$4,000,000 in assets for approximately one dozen clients. Approximately \$0 is managed on a discretionary basis, and 100% is managed on a non-discretionary basis.

Tailored Relationships

The goals and objectives for each client are documented in our client relationship management system. Investment policy statements are created that reflect the stated goals and objective. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without client consent.

Types of Agreements

The following agreements define the typical client relationships.

Retirement Income Strategy and Investment Strategy Agreement

Uliv Wealth Management is strictly a fee-only financial planning and investment management firm. The firm does not sell annuities, insurance, stocks, bonds, mutual funds, limited partnerships, or other commissioned products. The firm is not affiliated with entities that sell financial products or securities. We do not accept finder's fees or commissions in any form. We are paid directly by our clients and we provide full disclosure of our fees before we are hired.

We give the client the option of hiring us to design strategies only, in which case they are in charge of the execution, or they can delegate the implementation and ongoing management of the strategies to us.

No Implementation: The fee for either our **Retirement Income Strategy** and/or **Investment Strategy** ranges from \$1,500 to \$4,000 depending on the complexity of planning and the value of the services rendered. This fee includes the design and meeting times to review the strategies but not their implementation. We will quote a specific fee for you once we understand the scope of services to be provided. These fees may be waived in full, or on a partial basis, at the discretion of the advisor, for those who engage us for our implementation services.

In the event that the client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for mutual agreement.

The client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

After delivery of either strategies, future face-to-face meetings may be scheduled as necessary for up to one month. Follow-on implementation work is billed separately at the rate of \$275 per hour.

Implementation Services

Clients can select either or both of the following:

Monitoring Service. This includes the implementation and management of your Retirement Income Strategy and your Investment Strategy, as well as the Investment Management service.

Investment Management. This service is part of the Monitoring Service but is also available to those individuals who, for one reason or another, do not need a Retirement Income Strategy. It implements and manages your Investment Strategy on an ongoing basis.

The fee for either service consists of the following:

One time account set-up fee: This fee is a one-time charge of \$1,250 which is assessed upon signing the agreement. This fee makes a contribution towards setting up the account (s) in our record keeping system and at the Custodian. This fee may be waived at the discretion of the advisor, in particular, if the client has already paid a fee for the development of an **Investment Strategy**.

Ongoing management fee: This fee will be based on the sliding scale below, which is dependent on the number of portfolios under management.

	Amount of Portfolio (s)			Quarterly Fee	Annual Fee
First		to	\$1,000,000	0.250%	1%
Next	\$1,000,001	to	\$3,000,000	0.200%	0.80%
Next	\$3,000,001	to	\$5,000,000	0.175%	0.70%
Next	\$5,000,001	to	\$10,000,000	0.150%	0.60%
Next	\$10,000,001	to	\$25,000,000	0.125%	0.50%
Next	\$25,000,001	and over		0.100%	0.40%

The minimum level of assets to be managed is \$200,000 and the minimum annual fee is \$2,000 for investment management services. The level of assets and the fee minimums are negotiable or may be waived at our discretion. Our

services will be billed quarterly, in arrears, either to the Custodian or the Client.

Monitoring Service Agreement

With the Monitoring service, the Advisor provides ongoing implementation and monitoring of the Retirement Income Strategy and the Investment Strategy. The scope of work and fee for a Monitoring Agreement is provided to the client in writing prior to the start of the relationship.

There is no separate fee for the monitoring service because it is included as part of the investment management services

In the event that the client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for mutual agreement. The client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary

Retainer Agreement

In some circumstances, a *Retainer Agreement* is executed in lieu of an *Advisory Service Agreement* when it is more appropriate to work on a fixed-fee basis. The annual fee for a *Retainer Agreement* ranges between \$3,000 and \$10,000 and is *NEGOTIABLE*.

Hourly Planning Engagements

ULIVI WEALTH MANAGEMENT provides hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements is \$275.

Asset Management

Assets are invested primarily in no-load or low-load mutual funds and exchange-traded funds, usually through discount brokers or fund companies. Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Discount brokerages may charge a transaction fee for the purchase of some funds.

Stocks and bonds may be purchased or sold through a brokerage account when appropriate. The brokerage firm charges a fee for stock and bond trades. ULIVI WEALTH MANAGEMENT does not receive any compensation, in any form, from fund companies.

Investments may also include: equities (stocks), warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities (variable life insurance, variable annuities, and mutual funds shares), U. S. government securities, options contracts, futures contracts, and interests in partnerships.

Initial public offerings (IPOs) are not available through ULIVI WEALTH MANAGEMENT .

Termination of Agreement

Either the client or we may terminate this Agreement upon thirty (30) days written notice to the other. Such notices shall be delivered either by regular mail or email with confirmation required. Upon termination, any unearned portion of the fee you have paid will be promptly refunded. The amount to be refunded will be the fee actually paid less that portion of that fee earned to the date of termination. Should this Agreement terminate for any reason, you acknowledge that any duty we owed to you arising under this Agreement or from actions taken in performance of the terms of this Agreement will also terminate.

Fees and Compensation

Description

ULIVI WEALTH MANAGEMENT bases its fees on a percentage of assets under management, hourly charges, and fixed fees.

Some *Retainer Agreements* may be priced based on the complexity of work, especially when asset management is not the most significant part of the relationship.

Financial plans are priced according to the degree of complexity associated with the client's situation.

Fees are *NEGOTIABLE*.

Fee Billing

Valuation and Billing Procedures: The fee will begin accruing from the day this agreement is signed. It will be billed on a quarterly basis, in arrears, at the beginning of the following quarter. This means that we invoice the client **AFTER** the three-month billing period has **ENDED**. Quarterly fees shall be based on the **total fair market value** of the portfolio as of the last business day of the preceding quarter. If the date of this agreement does not coincide with a calendar quarter, the fee will be prorated for the first and last billing period. The quarterly fee will also be prorated for additions and/or withdrawals if the additions and/or withdrawal exceed 5% of the account value upon which this fee was based. For securities listed on any national securities exchange, fair market value shall mean the last quoted sales price on the valuation date on the principal exchange on which the security is traded.

Payment in full is expected upon invoice presentation. Fees are usually deducted from a designated client account to facilitate billing. The client must consent in advance to direct debiting of their investment account.

Fees for financial plans (Retirement Income Strategy and/or Investment Strategy) are billed 50% in advance, with the balance due upon delivery of the financial plan.

Payment of Fees: We will at no time hold, directly or indirectly, any of your funds or securities, or have any authority to obtain possession of them. However, if authorized by you as provided in the Custodian's Agreement, we may submit invoices to the Custodian and instruct them to pay our fees directly from the client's portfolio. Direct payment of fees to us from the Trading Authority Portfolio will only be permitted so long as we have a reasonable basis for believing the Custodian (or in the case of a mutual fund, the fund's transfer agent) is sending an account statement to you at least quarterly, and that such statements identify the amount of funds and each security in the Trading Authority Portfolio at the end of the period and set forth all transactions in the Trading Authority Portfolio during the period.

If you have not given such direct payment authorization, fees will be payable by you immediately upon receipt of any invoice.

Other Fees and Charges: The Advisor generally recommends broker/dealers and custodians to clients. Those broker/dealers and custodians charge transaction fees and/or brokerage commissions for effecting certain securities transactions. These charges are in addition to our investment advisory fees. Investment recommendations may include mutual funds that incur internal management fees and other operating expenses that are in addition to our fee for investment advisory services.

Termination: Either you or we may terminate our agreement upon thirty (30) days written notice to the other. Such notices shall be delivered either by regular mail or email with confirmation required. Upon termination, any unearned portion of the fee you have paid will be promptly refunded. The amount to be refunded will be the fee actually paid less that portion of that fee earned to the date of termination. Should this Agreement terminate for any reason, you acknowledge that any duty we owed to you arising under this Agreement or from actions taken in performance of the terms of this Agreement will also terminate.

In performing its services, Adviser 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 his/her responsibility to promptly notify the Adviser if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Adviser's previous recommendations and/or services, or if they wish to impose any reasonable restrictions upon Adviser's investment advisory services.

Other Fees

Custodians may charge transaction fees on purchases or sales of certain mutual funds and exchange-traded funds. These transaction charges are usually small and incidental to the purchase or sale of a security. The selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

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

New Advisory Service Agreement fees are calculated on a formula basis and adjusted for complexity of individual situations. *The formula is based on gross income, gross assets and other financial considerations.*

Expense Ratios

Mutual funds generally charge a management fee for their services as investment managers. The management fee is called an expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees are in addition to the fees paid by you to ULIVI WEALTH MANAGEMENT .

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

Past Due Accounts and Termination of Agreement

ULIVI WEALTH MANAGEMENT reserves the right to stop work on any account that is more than 10 days overdue. In addition, ULIVI WEALTH MANAGEMENT reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in ULIVI WEALTH MANAGEMENT 's judgment, to providing proper financial advice. Any unused portion of fees collected in advance will be refunded within 30 days.

Performance-Based Fees

Sharing of Capital Gains

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

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

Types of Clients

Description

ULIVI WEALTH MANAGEMENT generally provides investment advice to individuals, pension and profit sharing plans, trusts, and estates.

Client relationships vary in scope and length of service.

Account Minimums

The minimum account size is \$200,000 of assets under management, which equates to an annual fee of \$2,000.

When an account falls below \$200,000 in value, the minimum annual fee of \$2,000 is charged. Depending upon circumstances, ULIVI WEALTH MANAGEMENT will sign an *Hourly Agreement* with the client if assets have diminished significantly below \$200,000.

ULIVI WEALTH MANAGEMENT has the discretion to waive the account minimum. Accounts of less than \$200,000 may be set up when the client and the advisor anticipate the client will add additional funds to the accounts bringing the total to \$200,000 within a reasonable time. Other exceptions will apply to employees of ULIVI WEALTH MANAGEMENT and their relatives, or relatives of existing clients.

Clients receiving ongoing asset management services will be assessed a \$2,000 minimum annual fee. Clients with assets below the minimum account size may pay a higher percentage rate on their annual fees than the fees paid by clients with greater assets under management.

Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

Other sources of information that ULIVI WEALTH MANAGEMENT may use include Morningstar information and World Wide Web.

Investment Strategies

Our goal is to efficiently and effectively manage investments to achieve the highest possible return at an acceptable level of risk. The level of risk to be assumed is determined by each client in coordination with us. Part of our responsibility is to educate clients on the trade-off involved between risk and return.

Some clients are more comfortable with less risk and, as a result, are willing to accept potentially lower rates of return. Other clients are willing to assume a bit more risk with the expectations that they will receive higher rates of return over the long term.

Regardless of the level of risk, our client portfolios are diversified into several asset classes, so that over the long run any weaknesses in one area are offset by gains in another. Ulivi Wealth Management follows a strategic asset allocation policy that targets the percentage of funds to be invested in each asset class. Our portfolios are diversified among equity and fixed income, real estate, and inflation-linked asset classes. We believe that over 90% of the variation in investment returns of a large well-diversified pool of assets can typically be attributed to asset allocation decisions.

Our policies are continually updated, revised, and developed. In the formulation of our investment policies, we are guided by the asset allocation choices of various large public pension plans, including CALPERS and OCERS. CalPERS is the largest public pension plan in the USA. It manages over \$220 billion on behalf of 1.5 million retirees and employees of the State of California. OCERS is the pension plan for the employees of the County of Orange; it has less than \$10 billion under management. Although we use these pension plans as guides, we do not mimic them. In fact, each client's portfolio is individualized to reflect his/her unique preferences.

Why use these pension plans as guides? There are several reasons for this, including the following:

- Similar investment objectives to retirees
- Experience.
- Expertise. They have large staffs of investment professionals
- Time tested approach
- Experience of managing hundreds of billions of dollars
- Process is transparent
- Great historical track record

As investment vehicles, we use passively-managed index and exchange-traded funds as the core investments. Sometimes we recommend individual stocks and bonds and/or we incorporate into portfolios individual stocks and bonds they client may have in his/her portfolio. Portfolios are globally diversified to control the risk associated with traditional markets.

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Each client executes an Investment Policy Statement that documents their objectives and their desired investment strategy.

Risk of Loss

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are

interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

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

Disciplinary Information

Legal and Disciplinary

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

Other Financial Industry Activities and Affiliations

Financial Industry Activities

None.

Affiliations

None at this time.

Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics

The employees of ULIVI WEALTH MANAGEMENT have committed to a Code of Ethics that is available for review by clients and prospective clients upon request. The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

Participation or Interest in Client Transactions

ULIVI WEALTH MANAGEMENT or individuals associated with the advisor, may invest in securities that are also recommended to clients. Advisor or any related person(s) may have an interest or position in certain securities which may also be recommended to a client. As these situations may represent a conflict of interest, the Advisor has established the following restrictions in order to ensure fiduciary responsibilities:

- a. The Adviser's policy is to make the recommendation to all clients first and then wait 24 hours before transacting in Adviser's or Adviser's associates own account. This policy should prevent the Adviser or its

employees from benefiting from transactions placed on behalf of Client's accounts. Under extenuating circumstances, the Adviser or adviser's associates may buy or sell immediately after clients have been notified without waiting the 24 hours referred to previously.

b. Advisor shall maintain a list of all securities holdings for his own accounts.

c. Advisor requires that all employees must act in accordance with all applicable federal and state regulations governing investment advisory practices.

d. Any individual not in observance of the above may be subject to termination.

Employees comply with the provisions of the ULIVI WEALTH MANAGEMENT *Compliance Manual*.

Personal Trading

The Chief Compliance Officer of ULIVI WEALTH MANAGEMENT is Ricardo Ulivi. He reviews all employee trades each quarter. His trades are reviewed by himself. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that clients of the firm receive preferential treatment. Since most employee trades are small mutual fund trades or exchange-traded fund trades, the trades do not affect the securities markets.

The Adviser's or adviser's associates own accounts may have different objectives and financial circumstances than the client's accounts. Therefore, it is possible that the Adviser may buy or sell, in percentage or in dollar terms, a greater or lesser amount than the amount recommended to clients.

Brokerage Practices

Selecting Brokerage Firms

ULIVI WEALTH MANAGEMENT does not have any affiliation with product sales firms. Specific custodian recommendations are made to Clients based on their need for such services. ULIVI WEALTH MANAGEMENT recommends custodians based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates.

ULIVI WEALTH MANAGEMENT recommends discount brokerage firms and trust companies (qualified custodians), such as TD Ameritrade. ULIVI WEALTH MANAGEMENT is an advisor with TD Ameritrade Institutional.

ULIVI WEALTH MANAGEMENT *DOES NOT* receive fees or commissions from any of these arrangements.

Best Execution

ULIVI WEALTH MANAGEMENT reviews the execution of trades at each custodian each quarter. The review is documented in the ULIVI WEALTH MANAGEMENT *Compliance Manual*. Trading fees charged by the custodians is also reviewed on a quarterly basis. ULIVI WEALTH MANAGEMENT does not receive any portion of the trading fees.

Soft Dollars

ULIVI WEALTH MANAGEMENT does not receive soft dollars although he attends regularly schedule investment conferences at no cost.

The selection of TD Ameritrade Company as a custodian for clients is not affected by this nominal credit.

Order Aggregation

Most trades are mutual funds or exchange-traded funds where trade aggregation does not garner any client benefit.

Review of Accounts

Periodic Reviews

Account reviews are performed at least on a semi-annual basis by advisor Ricardo Ulivi. Account reviews are performed more frequently when market conditions dictate.

Clients are provided transaction confirmations and monthly summary account statements directly from the broker-dealer or custodian for the client accounts. On-going management services clients are provided a report from the Advisor summarizing account activity and performance no less than semi-annually. Access to client portfolio data has been granted to Mrs. Krisan Marotta of Krisan's BackOffice, Inc. for the purpose of preparing performance and other analytical reports for the Advisor. Krisan's BackOffice, Inc. has no discretionary authority for any client accounts of our

Review Triggers

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

Regular Reports

Clients of our Monitoring Service and/or our Investment Management Service receive periodic communications on at least an annual basis. These include investment performance reports.

Clients who engage us only for our Retirement Income Strategy and/or our Investment Strategy receives NO updates. These clients are supposed to do their own implementation, monitoring and supervision.

Client Referrals and Other Compensation

Incoming Referrals

ULIVI WEALTH MANAGEMENT has been fortunate to receive many client referrals over the years. The referrals came from current clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. The firm does not compensate referring parties for these referrals.

Referrals Out

ULIVI WEALTH MANAGEMENT does not accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

Other Compensation

None.

Custody

Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to clients at their address of record at least quarterly.

Performance Reports

Clients are urged to compare the account statements received directly from their custodians to the performance report statements provided by ULIVI WEALTH MANAGEMENT .

Investment Discretion

Non-Discretionary Authority for Trading

ULIVI WEALTH MANAGEMENT does NOT accept discretionary authority to manage securities accounts on behalf of clients. ULIVI WEALTH MANAGEMENT does NOT have the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. ULIVI WEALTH MANAGEMENT consults with the client prior to each trade to obtain concurrence prior to making a trade.

The client approves the custodian to be used and the commission rates paid to the custodian. ULIVI WEALTH MANAGEMENT does not receive any

portion of the transaction fees or commissions paid by the client to the custodian on certain trades.

Limited Power of Attorney

A limited power of attorney is a trading authorization for this purpose. You sign a limited power of attorney so that we may execute the trades that you have approved.

Voting Client Securities

Proxy Votes

Proxy Voting Policy. Unless the parties otherwise agree in writing, the Advisor shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by either portfolios. The Client (or the plan fiduciary in the case of an Account subject to the provisions of The Employee Retirement Income Security Act of 1974 [“ERISA”]), expressly retains the authority and responsibility for, and we are expressly precluded from rendering any advice or taking any action with respect to, the voting of any such proxies.

When determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Adviser may receive from TD Ameritrade, without cost (and/or at a discount) support services and/or products, certain of which assist the Adviser to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by the Adviser 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, seminars or consulting services, discounted and/or gratis attendance at conferences, meetings, and other events, marketing support, a financial contribution to client entertainment (including the Adviser’s holiday client reception) and/or educational seminars, and computer hardware and/or software and/or other products used by Adviser in furtherance of its investment advisory operations.

As indicated above, certain of the above support service and/or products assist the Adviser in managing and administering client accounts. Others do not directly provide such assistance, but rather assist the Adviser to manage and further develop its business enterprise. Clients should be aware that the receipt of economic benefits by Adviser in and of itself creates a potential conflict of interest.

These benefits received by Adviser do not depend on the amount of brokerage transactions directed to or the amount of assets under management held by TD Ameritrade.

Financial Information

Financial Condition

ULIVI WEALTH MANAGEMENT does not have any financial impairment that will preclude the firm from meeting contractual commitments to clients.

A balance sheet is not required to be provided because ULIVI WEALTH MANAGEMENT does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$600 per client, and six months or more in advance.

Business Continuity Plan

General

ULIVI WEALTH MANAGEMENT has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

Disasters

The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived offsite.

Alternate Offices

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients within five days of a disaster that dictates moving our office to an alternate location.

Loss of Key Personnel

ULIVI WEALTH MANAGEMENT has NOT signed a Business Continuation Agreement with another financial advisory firm to support ULIVI WEALTH MANAGEMENT in the event of NAME's serious disability or death.

Information Security Program

Information Security

ULIVI WEALTH MANAGEMENT maintains an information security program to reduce the risk that your personal and confidential information may be breached.

Privacy Notice

ULIVI WEALTH MANAGEMENT is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.

The categories of nonpublic information that we collect from you may include information about your personal finances, information about your health to the extent that it is needed for the financial planning process, information about transactions between you and third parties, and information from consumer reporting agencies, e.g., credit reports. We use this information to help you meet your personal financial goals.

With your permission, we disclose limited information to attorneys, accountants, and mortgage lenders with whom you have established a relationship. You may opt out from our sharing information with these nonaffiliated third parties by notifying us at any time by telephone, mail, fax, email, or in person. With your permission, we share a limited amount of information about you with your brokerage firm in order to execute securities transactions on your behalf.

We maintain a secure office to ensure that your information is not placed at unreasonable risk. We employ a firewall barrier, secure data encryption techniques and authentication procedures in our computer environment.

We do not provide your personal information to mailing list vendors or solicitors. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your personal records as permitted by law.

Personally identifiable information about you will be maintained while you are a client, and for the required period thereafter that records are required to be maintained by federal and state securities laws. After that time, information may be destroyed.

We will notify you in advance if our privacy policy is expected to change. We are required by law to deliver this *Privacy Notice* to you annually, in writing.

Brochure Supplement (Part 2B of Form ADV)

Education and Business Standards

Currently, the Advisor does not have any employees that give financial advice. ULIVI WEALTH MANAGEMENT requires that advisors in its employ have a bachelor's degree and further coursework demonstrating knowledge of financial planning. Additionally, advisors must have work experience that demonstrates their aptitude for financial planning and investment management.

Professional Certifications

EMPLOYEE NAME: Ricardo M. Ulivi

Educational Background:

- Date of birth: 1949
- Institutions: Ph.D. in Business Administration from the University of Arkansas, 1980

Business Experience:

- Advisor has been a practicing fee-only advisor since 1995, but started in the financial services industry in 1981 as a registered representative for University Securities, and from 1983 thru 1995 with Royal Alliance Securities Corp

Disciplinary Information: (if applicable)

Other Business Activities: Adviser is also a tenured professor of finance at the California State University, Dominguez Hills. He teaches courses on investment principles, personal finance, and corporate finance to undergraduate students. Adviser spends at least two days per week on campus during the academic year, and therefore, is not available to his clients on those days. In addition, he manages a several real estate properties.

Additional Compensation: None

Supervision: No other employees

The following additional items are required if you are a state-registered advisor:

Arbitration Claims: None

Self-Regulatory Organization or Administrative Proceeding: None

Bankruptcy Petition: None