

Item 1: Cover Page



Form ADV Part 2A Firm Brochure and Privacy Policy CRD#: 288702

Avea Financial Planning, LLC

723 The Parkway, Richland, WA 99352
Phone: 509-366-0032
Angie@AveaFP.com www.AveaFP.com

June 1, 2020

This Brochure provides information about the qualifications and business practices of Avea Financial Planning, LLC. If you have any questions about the contents of this Brochure, please contact us at 509-366-0032 or email us at angie@aveafp.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.

Avea Financial Planning, LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about **Avea Financial Planning, LLC, ID number 288702**, is also available on the SEC's website at www.adviserinfo.sec.gov.

Please keep a copy of this disclosure for your records.

Item 2: 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

Listed here are the material changes to this ADV since the last annual update.

Item 4:

Discretionary assets under management have been updated.
All services and fee ranges have been modified.

Item 5:

All services and fee ranges have been modified.

Item 10:

Advisor has added additional information regarding the recommendation of other investment advisors.

Item 19: Other Business Activities

Advisor has updated an employment arrangement as a Personal Financial Counselor with Zeiders Enterprises, Inc. which supplies financial counselors to military personnel.

Full Brochure Available

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov> by searching for our firm name or by our CRD number **288702**.

Whenever you would like to receive a complete copy of our firm brochure, please contact us by telephone at: 509-366-0032 or by email at: angie@aveafp.com.

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Item 4: Advisory Business

Description of Advisory Firm

Avea Financial Planning (Avea) was formed in 2017 in Tri-Cities, Washington and is registered as an Investment Advisor with the state of Washington. The principal owner is Angela Furubotten-LaRosee. We have no public or privately-owned affiliated companies.

Avea currently reports \$1,289,080 discretionary and no non-discretionary Assets Under Management.

Avea Financial Planning is a fiduciary, fee-only firm committed to putting our clients' interests first, providing massive value and helping them live a rich, intentional life.

Types of Advisory Services

A summary of services:

1. **Portfolio Management with On-Going Comprehensive Financial Planning**
2. **Six-Month Comprehensive Financial Planning**
3. **Portfolio Management Only**
4. **Power Session**
5. **Corporate Retirement Plans**
6. **Educational Seminars and Speaking Engagements**
7. **Hourly**

1. Portfolio Management with On-Going Comprehensive Financial Planning

This fiduciary service includes both financial planning and investment advisory services.

Clients receive approximately 6-9 formal meetings in the first year, then follow a 3 meeting per year cycle thereafter. We spend time discovering what is important to them, design a plan with defined action steps and work throughout the year to complete action steps. We check on progress towards goals, see that "To Dos" have been completed, discuss behaviors and barriers to success and talk about any new areas of planning that have come up since the last meeting.

Communication between planner and client is paramount to the overall success of any plan, therefore there is no limit to the number of meetings, calls or contact. Clients may request meetings in-person or virtually online.

The financial plan may address any or all the areas of financial planning listed below as detailed in the client agreement.

Clients get continuous access to a planner to help implement recommendations, monitor the plan, have regular client meetings, adapt the plan to changing circumstances in the client's life, and ensure the plan is up to date. The invoice will specify the services performed for the fee.

Our firm manages investment portfolios and provides ongoing advice for assets held away. Through personal discussions in which goals and objectives based on a client's circumstances are established, we develop an investment policy with an asset allocation target and create and manage a portfolio based on that policy and allocation target. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs.

Account supervision is guided by the stated objectives of the client (e.g., maximum capital appreciation, growth, income, or

growth and income), as well as tax considerations. Fees pertaining to this service are outlined in Item 5 of this brochure. As a fiduciary, our firm and its associate has a duty of utmost good faith to act solely in the best interests of each client. However, it is difficult to remove all possible conflicts of interests. A conflict may exist between Avea and the interests of the client. The client is under no obligation to act upon the advisor's recommendation, and if the client elects to act on any of the recommendations, does not have to do so with the assistance of advisor.

2. Six-Month Comprehensive Financial Planning

This fiduciary service includes only financial planning (no portfolio management services) and is a 6-month engagement.

Clients receive approximately 3 upfront meetings and then monthly meetings for 6 months. We spend time discovering what is important to them, design a plan with defined action steps and work to complete action steps. We check on progress towards goals, see that "To Dos" have been completed, discuss behaviors and barriers to success and talk about any new areas of planning that have come up since the last meeting. Fees pertaining to this service are outlined in Item 5 of this brochure.

Potential Planning areas:

Financial Freedom Planning

- Oftentimes the focus of a financial planning firm is on retirement. Our goal is to help our clients live their best lives and achieve financial freedom. Retirement may not always be the goal. Through planning and implementation, our clients will arrive at a place where they will have the freedom of choice, to change careers, to start a business, to take mini-retirements and travel with young families, whatever a client chooses to do.
- Includes projections of the likelihood of achieving financial goals. For situations where projections show less than the desired results, we may make recommendations, including those that may impact the original projections by adjusting certain variables (e.g., working longer, saving more, spending less, taking more risk with investments).
- If a client is near or in retirement, advice may be given on appropriate distribution and Social Security maximization strategies to minimize the likelihood of running out of money or having to alter spending during your retirement years.

College Funding Planning and Saving for College

- Help families make smarter college buying decisions.
- Save on and for the cost of college.
- Coordinate a 4-year funding plan, so that their student can graduate on time with no or manageable student loan debt, all without detracting from their parent's life goals.
- We use the College Pre-Approval™ process to provide a detailed affordability and funding analysis and understand the family budget available for college for all students in a family. This will also enable the student to start down the path of their own successful financial life without the heavy burden of unmanageable student debt. We evaluate financial aid eligibility and tri-generational planning.

Investment Analysis

- Determine a client's goals, current situation, risk tolerance
- Develop an asset allocation strategy, possible investment vehicles, as well as assist in establishing an investment account at a selected custodian.
- The strategies and types of investments we may recommend are further discussed in Item 8.

Net Worth

- We will determine your net worth.

Cash Flow and Debt Management

- Review of income and expenses to determine current surplus or deficit

- Advise on how any surplus should be used or how to reduce expenses if they exceed your income, which debts to pay off first based on factors such as the interest rate of the debt and any income tax ramifications, recommend an appropriate cash reserve, review of accounts (such as money market funds) for such reserves, plus strategies to save desired amounts.

Employee Benefits Optimization

- Analyze whether you are maximizing your employee benefits. If you are a business owner, consider and/or recommend the various benefit programs that can be structured to meet both business and personal financial goals.

Estate and Incapacity Planning

- Analyze current estate plan, which may include a will, powers of attorney, trusts and other related documents
- Recommend that you maintain a relationship with a qualified attorney to help you initiate, update, or complete estate planning activities.

Business Planning

- Provide consulting services for clients who currently operate a business, are considering starting a business, or are planning an exit from their current business to assess your current situation, identify your objectives, and develop a plan aimed at achieving your goals.

Insurance and Risks

- Review existing policies to ensure proper coverage for life, health, disability, long-term care, liability, home and automobile and analyze your exposure to major risks that could have a significant adverse impact on your financial picture.
- Advice may be provided on ways to minimize risks and weigh the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of self-insuring.

Social Security Maximization Planning

- Collect information pertaining to a client's current financial situation, their financial and personal goals, work plans, marital status and the state of their health as these areas have the greatest impact on recommendations for Social Security claiming strategies.
- Maximize a client's Social Security benefits by utilizing any available strategy and educate the client of the impact of different possible claiming strategies to help them make better decisions.

Tax Planning Strategies

- Evaluate ways to minimize current and future income taxes, make recommendations on which type of accounts or specific investments should be owned based in part on their "tax efficiency," remembering there is always the possibility of future changes to federal, state or local tax laws and rates that may impact your situation
- We recommend that you maintain a relationship with a qualified tax professional.

Personal Coaching

- Success in our client's personal lives is instrumental to success in their financial lives. We take time to discuss financial fiscal behaviors, interpersonal/marital relationships, health, careers, etc and suggest strategies to improve in these areas if needed or desired.

Financial Education

- We offer basic financial literacy education to the children of our clients. In our meeting schedule, we include them in the planning process to the extent the parents and children wish and will discuss financial basics such as saving and investing, credit and debt, cash flow.

3. Portfolio Management Only

We manage individually tailored investment portfolios. Our firm provides ongoing 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, we develop a client's personal investment policy or an investment plan with an asset allocation target and create and manage a portfolio based on that policy and allocation target. During our data-gathering process, we determine the client's individual objectives, time horizons, risk tolerance, and liquidity needs. We may also review and discuss a client's prior investment history, as well as family composition and background. Account supervision is guided by the stated objectives of the client (e.g., maximum capital appreciation, growth, income, or growth and income), as well as tax considerations. Fees pertaining to this service are outlined in Item 5 of this brochure. Portfolio Advisory Services - We offer portfolio advisory services through the use of third-party money managers ("Outside Managers") for portfolio management services. We assist clients in selecting an appropriate allocation model, completing the Outside Manager's investor profile questionnaire, interacting with the Outside Manager and reviewing the Outside Manager. Our review process and analysis of outside managers is further discussed in Item 8 of this Form ADV Part 2A. Additionally, we will meet with the client on a periodic basis to discuss changes in their personal or financial situation, suitability, and any new or revised restrictions to be applied to the account. Fees pertaining to this service are outlined in Item 5 of this brochure.

4. Power Session

This service is available for clients who do not want or need analysis of their entire financial life (as they would receive with the Ongoing Comprehensive Financial Planning). These targeted sessions may include the same areas of financial planning that were mentioned above. The scope of the agreement and fee will be determined before work begins, but typically involves two, one-hour, in-person meetings and an additional hour of research, analysis and report writing. The following categories are often covered in our Project Financial Plan: College Funding, Investments, Risk Management, Estate Planning, Tax Planning, Retirement Planning, etc. Fees pertaining to this service are outlined in Item 5 of this brochure.

5. Corporate Retirement Plans

We provide investment advisory services to the retirement plan sponsor and to participants and trustees of the retirement plan.

Investment services - Investment selection and monitoring, develop Investment Policy Statement, choose investments for the plan, monitor and observe investment expenses, identify Qualified Default Investment Alternatives, assist plan participants in selecting investments,

Administrative service - Support audits, as needed, monitor third party service providers, including recordkeeper and TPA, check recordkeeper services for plan compliance, conduct participant enrollment meetings, conduct participant education sessions, review enrollment and other education materials provider by plan's recordkeeper, serve as liaison between TPA and recordkeeper service providers. Fees pertaining to this service are outlined in Item 5 of this brochure.

6. Educational Seminars and Speaking Engagements

We may provide seminars on an "as announced" basis for groups seeking general knowledge surrounding personal finance or for marketing purposes. These seminars are purely educational in nature and do not involve the sale of any investment products. Information presented will not be based on any individual person's need, nor does Avea provide individualized investment advice to attendees during these seminars. Topics may cover Social Security, College Funding, Financial Planning, Saving and Investing, Retirement Readiness and other personal financial topics. Fees pertaining to this service are outlined in Item 5 of this brochure.

7. Hourly

Work that is completed pre/post meeting or live with client. Fees pertaining to this service are outlined in Item 5 of this brochure.

Client Tailored Services and Client Imposed Restrictions

We offer variations of comprehensive planning services to all our clients. However, specific client financial plans and their implementation are dependent upon the client Investment Policy Statement which outlines each client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs, and targets.

Wrap Fee Programs

We do not participate in wrap fee programs.

Item 5: Fees and Compensation

Please note, unless a client has received the firm's disclosure brochure at least 48 hours prior to signing the investment advisory contract, the investment advisory contract may be terminated by the client within five (5) business days of signing the contract without incurring any advisory fees and without penalty. How we are paid depends on the type of advisory service we are performing.

Regarding direct billing to clients for payments by electronic funds transfer or check, each time a fee is charged, the investment advisor is required to provide advisory clients with written billing information which must contain the fee, the formula used to calculate the fee(s), the time period covered by the fee(s) and the services performed for the fee.

Avea is a fee-only firm and is compensated solely by fees received directly from its clients. Neither Avea nor any related person, receives compensation that is contingent on the purchase or sale of a financial product.

Here is a summary of fees. All fees are negotiable:

1. Portfolio Management with On-Going Comprehensive Financial Planning – \$500 one-time onboarding fee, then \$4,500-\$7,500 annually.
2. Six-Month Comprehensive Financial Planning – \$500 one-time onboarding fee, then \$3,500-\$5,000
3. Portfolio Management Only – 1.2% An annual fee tied to assets managed.
4. Power Session – \$1,000 - \$2,500 one-time
5. Corporate Retirement Plans – \$2,500 - \$20,000 annually
6. Educational Seminars and Speaking Engagements – \$0 - \$5,000 one-time
7. Hourly – \$355

Portfolio Management with On-Going Comprehensive Financial Planning - \$500 one-time onboarding fee, then \$4,500 - \$7,500 Annual

The fee for Portfolio Management with On-Going Comprehensive Financial Planning ranges from \$4,500, capping out at \$7,500 maximum annual fee and includes asset management. The fee is loosely tied to 1% of assets managed at the start of our engagement or as valued on Nov 30, is fixed for the following year, and billed quarterly, usually in advance.

Fees are based upon an approximate 1% of assets to be managed. We reserve the right to quote a fee that is higher than 1%. Examples of complexities warranting a higher fee might include career planning, multiple income streams, business ownership, estate settling, special needs planning, inheritances, divorce, number and type of accounts, pensions, investment properties, the number of children planning to attend college, as well as assistance in managing held away assets and the overall coordination of these items.

Assets Under Management Value	Annual Ongoing Fee
Approx. \$400,000 and below	\$4,500
Approx. \$500,000	\$5,500
Approx. \$600,000	\$6,500
Approx. \$700,000 and above	\$7,500
The annual fee is capped at \$7,500 for 2020.	
This includes the First Ascent fee below.	

Avea Financial Planning annual fees include the First Ascent fees:

Assets Under Management Value	First Ascent Annual Advisory Fee This fee is included in Avea's fee.
Assets under management (AUM)	50% of assets on accounts under \$100,000 to a maximum of \$500 per account, \$1000 maximum per household

This fee arrangement will be committed to for one year as established by our client agreement prior to engagement. No increase in the annual fee shall be effective without agreement from the client by signing a new or amended client agreement. The fixed annual fee will be re-evaluated every year, is negotiable and subject to annual cost of living increases.

Fees may be paid by electronic funds transfer, check or directly debited from client accounts. Cash will not be accepted. This service may be terminated, at any time and for any reason, by either party, with 7 days' notice. Fees are typically paid in advance, and should a client terminate the relationship with advisor, the unearned portion of the fee will be refunded pro-rata. Engagements initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. If fees are paid in arrears, no refund will be needed upon termination of the account.

When an investment advisor charges an advisory fee, the investment advisor is required to provide advisory clients with written billing information which must contain the fee(s), the formula used to calculate the fee(s), the time period covered by the fee(s) and the services performed for the fee.

Six-Month Comprehensive Financial Planning – \$500 one-time onboarding fee, then \$3,500-\$5,000

This service has a fixed fee. \$500 is paid as the beginning of the engagement followed by two quarterly or 6 monthly payments.

We reserve the right to quote a fee that is higher than \$3,500. Examples of complexities warranting a higher fee might include career planning, multiple income streams, business ownership, estate settling, special needs planning, inheritances, divorce, number and type of accounts, pensions, investment properties, the number of children planning to attend college, as well as assistance in managing held away assets and the overall coordination of these items. This fee is negotiable.

Portfolio Management Only

For client who wish to have assets managed by Avea and not include financial planning.

Account Value	Annual Advisory Fee
All assets under management (AUM)	1.2%

The investment management fee is based on the balance of assets, is negotiable and paid in advance on a quarterly basis. No increase in the annual fee shall be effective without agreement from the client by signing a new agreement or amendment to their current advisory agreement. Investment management fees are directly debited from client accounts, or the client may choose to pay directly from their bank account. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 30 calendar days in advance.

Power Session

For clients not engaging Avea for Comprehensive Financial Planning and Investment Advisory Services, they may choose to engage advisor with the Power Session service. Fees range from \$1,000 - \$2,500. The fixed fee will be agreed upon before the start of any work and is negotiable.

Fees are based upon our hourly rate of \$355 an hour and on several factors indicating complexity of the engagement. We reserve the right to quote a fee that is higher than \$1,000. Examples of complexities warranting a higher fee might include career planning, multiple income streams, business ownership, estate settling, special needs planning, inheritances, divorce, number and type of accounts, pensions, investment properties, the number of children planning to attend college, as well as assistance in managing held away assets and the overall coordination of these items.

This fixed fee is negotiable. Clients typically pay half at the beginning and half at completion by electronic funds transfer, credit card or check. Cash is not accepted. Should a client terminate the relationship with Avea, the unearned portion of the fee will be refunded.

Retirement Plans

We provide fiduciary investment advisory services to 401(k), Profit Sharing and Defined Benefit retirement plans under a fixed fee structure. Fees for a typical retirement plan are between \$1,500 and \$15,000 annually. Fees are based upon our hourly rate of \$355 an hour and on several factors indicating complexity of the engagement. Complicating factors would include the complexity of the plan, the number of plans, the size of the plan (if existing), the number of employees, if the plan would need to be moved or simply reassigned to the advisor, and the overall coordination of these items. Fees may also be determined by the number of items covered in planning and the expected duration of the engagement. We do not participate in revenue sharing arrangements with recordkeeping platforms, Third Party Administrators, investment companies or custodial platforms. This fee may be negotiated.

Educational Seminars and Speaking Engagements

Angela Furubotten-LaRosee currently offers seminars and does speaking engagements.

Seminars are offered to organizations and the public on a variety of financial topics. Fees range from free to \$5000 per seminar or free to \$500 per participant. Half of the fees are due prior to the engagement, and the other half is to be paid the day of, no later than the conclusion of the Seminar. The fee range is based on the content, amount of research conducted, the number of hours of preparation needed, and the number of attendees. In the event of inclement weather or flight cancellation, the Speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If travel proves impossible, or the event is otherwise canceled, the Speaker's fee is waived, but the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred.

In the event that the Client decides to cancel or change the date of the event for any reason besides inclement weather or similar unforeseen causes, the Client will still be responsible for reimbursement of any non-refundable travel expenses

already incurred, and will provide payment for 50 % of the Speaker's fee if the cancellation occurs within 30 days of the event. In the event that the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any travel costs already incurred by the Speaker or any portion of the Speaker's fee.

Speaking Engagements

Angela Furubotten-LaRosee is a public speaker. Generally, fees for her speaking engagements range from free to \$5,000 plus travel expenses, depending on sponsor, date, location, and program requested. For all speeches, 50 % of the balance is due before the event and the remaining balance due at the conclusion of the event. Half of the fees are due prior to the engagement, and the other half is to be paid the day of, no later than the conclusion of the Seminar. The fee range is based on the content, amount of research conducted, the number of hours of preparation needed, and the number of attendees. The content is based on topics that are currently relevant in the financial planning environment.

In the event of inclement weather or flight cancellation, the Speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If travel proves impossible, or the event is otherwise canceled, the Speaker's fee is waived, but the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred. In the event that the Client decides to cancel or change the date of the event for any reason besides inclement weather or similar unforeseen causes, the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for 50% of the Speaker's fee if the cancellation occurs within 30 days of the event. In the event that the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any travel costs already incurred by the Speaker or any portion of the Speaker's fee.

Hourly

\$355 an hour.

Other Types of Fees and Expenses

Our fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which may be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as 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 fund 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 shall not receive any portion of these commissions, fees, and costs.

Third party advisors charge their own fees on client accounts. Depending on which third party advisor is used the fees will vary on assets in the account or household.

Please note, clients have the option to purchase investment programs that are recommended by Avea through other unaffiliated brokers and lower fees for comparable services may be available from other sources.

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

We do not offer performance-based fees.

Item 7: Types of Clients

We provide financial planning and portfolio management services to individuals and high net-worth individuals. We do not have a minimum account size requirement.

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

To analyze Social Security optimization strategies, we use software in conjunction with the advisor's personal experience and understanding of Social Security claiming strategies to maximize benefits. The strategies that are presented may not ultimately maximize client's benefits due to extenuating circumstances such as changes in Social Security law, changes in client's health, early death of a client or spouse, unknown market events that may affect client's future financial position or a number of other unpredictable conditions.

When clients have us complete an Investment Analysis (described in Item 4 of this brochure) as part of their financial plan, our primary methods of investment analysis are fundamental, technical, cyclical and charting analysis.

Fundamental analysis involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience, and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Technical analysis involves using chart patterns, momentum, volume, and relative strength in an effort to pick sectors that may outperform market indices. However, there is no assurance of accurate forecasts or that trends will develop in the markets we follow. In the past, there have been periods without discernible trends and similar periods will presumably occur in the future. Even where major trends develop, outside factors like government intervention could potentially shorten them.

Furthermore, one limitation of technical analysis is that it requires price movement data, which can translate into price trends sufficient to dictate a market entry or exit decision. In a trendless or erratic market, a technical method may fail to identify trends requiring action. In addition, technical methods may overreact to minor price movements, establishing positions contrary to overall price trends, which may result in losses. Finally, a technical trading method may under perform other trading methods when fundamental factors dominate price moves within a given market.

Cyclical analysis is a type of technical analysis that involves evaluating recurring price patterns and trends based upon business cycles. Economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

Charting analysis involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends. Charts may not accurately predict future price movements. Current prices of securities may not reflect all information about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Third-Party Money Manager – *First Ascent*

We may refer clients to third-party money managers. Through these arrangements, the client will then enter into an advisory agreement with the third-party money manager authorizing them to assist and advise the client in establishing investment objectives and develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such, the third-party money manager will receive an investment advisory fee, typically billed quarterly in advance, either a flat fee or a fee based on the account asset value at the end of the previous quarter. Avea will also assist in the development of the initial policy recommendations manage the ongoing client relationship. Avea meets with the third-party money managers from time to time to perform due diligence over those advisors and will ensure that all third-party money managers recommended to clients will be either an investment advisor registered with the appropriate state securities commission, the Securities and Exchange Commission, or exempt from such registrations. The client, prior to entering into an agreement with a third-party money manager selected by Avea, will be provided with that manager's Brochure. In addition, Avea and its client will agree in writing that the client's account will be managed by that selected third- party money manager on a discretionary basis.

Our analysis of outside managers involves the examination of the experience, expertise, investment philosophies, and past performance of the outside managers in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We monitor the manager's underlying holdings, strategies, concentrations and leverage as part of our overall periodic risk assessment. Additionally, as part of our due-diligence process, we survey the manager's compliance and business enterprise risks. A risk of investing with an outside manager who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in an outside manager's portfolio. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Passive Investment Management

We primarily practice passive investment management. Passive investing involves building portfolios that are comprised of various distinct asset classes. The asset classes are weighted in a manner to achieve a desired relationship between correlation, risk and return. Funds that are passive capture the returns of the desired asset classes. The funds that are used to build passive portfolios are typically index mutual funds or exchange traded funds.

Passive investment management is characterized by low portfolio expenses (i.e. the funds inside the portfolio have low internal costs), minimal trading costs (due to infrequent trading activity), and relative tax efficiency (because the funds inside the portfolio are tax efficient and turnover inside the portfolio is minimal).

In contrast, active management involves a single manager or managers who employ some method, strategy or technique to construct a portfolio that is intended to generate returns that are greater than the broader market or a designated benchmark.

Material Risks Involved

All investing strategies we offer involve risk and may result in a loss of your original investment which you should be prepared to bear. Many of these risks apply equally to stocks, bonds, commodities and any other investment or security. Material risks associated with our investment strategies are listed below.

Market Risk: Market risk involves the possibility that an investment's current market value will fall because of a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its

financial condition.

Strategy Risk: The Adviser's investment strategies and/or investment techniques may not work as intended.

Small and Medium Cap Company Risk: Securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger companies. Small and medium cap companies may face a greater risk of business failure, which could increase the volatility of the client's portfolio.

Turnover Risk: At times, the strategy may have a portfolio turnover rate that is higher than other strategies. A high portfolio turnover would result in correspondingly greater brokerage commission expenses and may result in the distribution of additional capital gains for tax purposes. These factors may negatively affect the account's performance.

Limited Markets: Certain securities may be less liquid (harder to sell or buy) and their prices may at times be more volatile than at other times. Under certain market conditions we may be unable to sell or liquidate investments at prices we consider reasonable or favorable, or find buyers at any price.

Concentration Risk: Certain investment strategies focus on particular asset-classes, industries, sectors or types of investment. From time to time these strategies may be subject to greater risks of adverse developments in such areas of focus than a strategy that is more broadly diversified across a wider variety of investments.

Interest Rate Risk: Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

Legal or Legislative Risk: Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

Inflation: Inflation may erode the buying-power of your investment portfolio, even if the dollar value of your investments remains the same.

Risks Associated with Securities

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

Commercial Paper is, in most cases, an unsecured promissory note that is issued with a maturity of 270 days or less. Being unsecured the risk to the investor is that the issuer may default.

Common stocks may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring could lose all value. A slower-growth or recessionary economic environment could have an adverse effect on the price of all stocks.

Corporate Bonds are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. Alternatively, investors can purchase other debt securities, such as zero coupon bonds, which do not pay current interest, but rather are priced at a discount from their face values and their values accrete over time to face value at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.

Bank Obligations including bonds and certificates of deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations.

Municipal Bonds are debt obligations generally issued to obtain funds for various public purposes, including the construction of public facilities. Municipal bonds pay a lower rate of return than most other types of bonds. However, because of a municipal bond's tax-favored status, investors should compare the relative after-tax return to the after-tax

return of other bonds, depending on the investor's tax bracket. Investing in municipal bonds carries the same general risks as investing in bonds in general. Those risks include interest rate risk, reinvestment risk, inflation risk, market risk, call or redemption risk, credit risk, and liquidity and valuation risk.

Options and other derivatives carry many unique risks, including time-sensitivity, and can result in the complete loss of principal. While covered call writing does provide a partial hedge to the stock against which the call is written, the hedge is limited to the amount of cash flow received when writing the option. When selling covered calls, there is a risk the underlying position may be called away at a price lower than the current market price.

Exchange Traded Funds prices may vary significantly from the Net Asset Value due to market conditions. Certain Exchange Traded Funds may not track underlying benchmarks as expected.

Investment Companies Risk. When a client invests in open end mutual funds or ETFs, the client indirectly bears its proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, many of which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value; (ii) the ETF may employ an investment strategy that utilizes high leverage ratios; or (iii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally.

The Adviser has no control over the risks taken by the underlying funds in which the client invests.

Item 9: Disciplinary Information

Criminal or Civil Actions

Avea LLC and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

Avea and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

Avea and its management have not been involved in legal or disciplinary events that are material to a client's or prospective client's evaluation of Avea or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

No Avea employee is registered, or has an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

No Avea employee is registered, or has an application pending to register, as a futures commission merchant, commodity pool operator or a commodity trading advisor.

Avea does not have any related parties. As a result, we do not have a relationship with any related parties.

Avea only receives compensation directly from clients. We do not receive compensation from any outside source. We do not have any conflicts of interest with any outside party.

Recommendations or Selections of Other Investment Advisers

As referenced in Item 4 of this brochure, Avea may recommend clients to Outside Managers to manage their accounts. In the event that we recommend an Outside Manager, please note that we do not share in their advisory fee. Our fee is separate and in addition to their compensation (as noted in Item 5) and will be described to you prior to engagement. You are not obligated, contractually or otherwise, to use the services of any Outside Manager we recommend. Additionally, Avea will only recommend an Outside Manager who is properly licensed or registered as an investment adviser. Depending on the third-party advisor, clients may go directly to them for the services they provide.

First Ascent Asset Management, LLC

Avea has selected First Ascent Asset Management, LLC, an independent investment manager not affiliated with our firm, as an Outside Manager to manage certain investment assets for client portfolios. Through this arrangement Avea may recommend First Ascent's investment strategies and services to clients, when appropriate, based on client's individual needs and in relation to the client's investment objectives, time horizon and risk tolerance.

First Ascent will have discretion to determine the securities to buy and sell within the account, based on its model allocation policy and subject to any reasonable restrictions required by you. You will be provided with the money manager's ADV Disclosure Brochure, which you should carefully review for important details about the manager and their fees and services.

Avea will:

- Assist in the identification of your investment objectives
- Recommend specific investment asset allocation strategies managed by First Ascent
- Monitor your performance and review progress with you
- Recommend reallocation among allocation strategies within the program

The annual fee for First Ascent's services is up to \$500 per account, with a maximum \$1,000 annual fee per household. Fees are charged quarterly, in advance which means at the beginning of each quarter. Accounts opened during a quarter may be charged a pro-rata fee that will be assessed at the beginning of the first full calendar quarter that First Ascent manages the account. Upon termination of the account, First Ascent will refund the prorated portion of any quarterly fee. Fees may be negotiable based on the relationship and specific needs or circumstances related to the client.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

As a fiduciary, our firm and its associate has a duty of utmost good faith to act solely in the best interests of each client. Our clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity. Our fiduciary duty is a core aspect of our Code of Ethics and represents the expected basis of all of our dealings. The firm also adheres to the Code of Ethics and Professional Responsibility adopted by the CFP® Board of Standards Inc., and accepts the obligation not only to comply with the mandates and requirements of all applicable laws and regulations but also to take responsibility to act in an ethical and professionally responsible manner in all professional services and activities.

Code of Ethics Description

This code does not attempt to identify all possible conflicts of interest, and literal compliance with each of its specific provisions

will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory clients. A summary of the Code of Ethics' Principles is outlined below.

- Integrity - Associated persons shall offer and provide professional services with integrity.
- Objectivity - Associated persons shall be objective in providing professional services to clients.
- Competence - Associated persons shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- Fairness - Associated persons shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- Confidentiality - Associated persons shall not disclose confidential client information without the specific consent of the client unless in response to proper legal process, or as required by law.
- Professionalism - Associated persons' conduct in all matter shall reflect credit of the profession.
- Diligence - Associated persons shall act diligently in providing professional services.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our firm will provide of copy of its Code of Ethics to any client or prospective client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither our firm, its associate or any related person is authorized to recommend to a client, or effect a transaction for a client, involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, adviser to the issuer, etc.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

Our firm and its "related persons" may buy or sell securities similar to, or different from, those we recommend to clients for their accounts. In an effort to reduce or eliminate certain conflicts of interest involving the firm or personal trading, our policy may require that we restrict or prohibit associate's transactions in specific reportable securities transactions. Any exceptions or trading pre-clearance must be approved by the firm principal in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

Trading Securities At/Around the Same Time as Client's Securities

From time to time, our firm or its "related persons" may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for the advisor to buy or sell securities before or after recommending securities to clients resulting in the representative profiting off the recommendations she provides to clients. Such transaction may create a conflict of interest. The advisor will always transact client's transactions before her own when similar securities are being bought or sold.

Item 12: Brokerage Practices

Factors Used to Select Custodians and/or Broker-Dealers

Avea does not have any affiliation with Broker-Dealers. Specific custodian recommendations are made to client based on their need for such services. We recommend custodians based on the reputation and services provided by the firm.

1. Research and Other Soft-Dollar Benefits

We currently receive soft dollar benefits by nature of our relationship with TD Ameritrade Institutional, Division

of TD Ameritrade, Inc., member FINRA/SIPC.

2. Brokerage for Client Referrals

We receive no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. Clients Directing Which Broker/Dealer/Custodian to Use

We do recommend a specific custodian for clients to use, however, clients may custody their assets at a custodian of their choice. Clients may also direct us to use a specific broker-dealer to execute transactions. By allowing clients to choose a specific custodian, we may be unable to achieve most favorable execution of client transaction and this may cost clients money over using a lower-cost custodian.

The Custodian and Brokers We Use

We may recommend that you use TD Ameritrade, Inc., member FINRA/SIPC/NFA; and/or other custodians, for brokerage and custodial services. Advisor participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade") member FINRA/SIPC. TD Ameritrade is an independent and unaffiliated SEC-registered broker dealer. TD Ameritrade offers to independent investment Advisors, services which include custody of securities, trade execution, clearance, and settlement of transactions. Advisor receives benefits from TD Ameritrade through its participation in the program. (Please see the disclosure under Item 14 below.)

Third Party Management – Brokerage Practices

The Custodian and Brokers We Use

Avea does not maintain custody of your assets that we manage. Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank.

Aggregating (Block) Trading for Multiple Client Accounts

Generally, we combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion, regarding particular circumstances and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Third-Party Money Managers used by Avea may implement block trading at their discretion. Their specific practices are further discussed in their ADV Part 2A, Item 12.

Item 13: Review of Accounts

Founder and Chief Compliance Officer (CCO), Angela Furubotten-LaRosee, CFP® monitors investment returns and offers clients at least bi-annual reviews of the client's account and the progress toward achieving investment objectives. Written reports and/or online views are prepared for clients showing current status of accounts. Clients may request additional reviews at any time. An advisor will survey risk tolerance, timeline, and objectives in order to match ongoing suitability with the appropriate investment program. Accounts are reviewed frequently to confirm account activity when changes or updates are made. Personal circumstance of the client, such as proximity to retirement, death of a spouse, or loss of employment may trigger more frequent reviews.

Item 14: Client Referrals and Other Compensation

Avea does not have a client referral monetary arrangement with current clients or outside agencies.

As disclosed under Item 12, above, Advisor participates in TD Ameritrade's Institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

Item 15: Custody

Avea does not accept custody of client funds except in the instance of withdrawing client fees.

For client accounts in which Avea directly debits their advisory fee:

- i. Avea will send a copy of its invoice to the custodian at the same time that it sends the client a copy.
- ii. The custodian will send at least quarterly statements to the client showing all disbursements for the account, including the amount of the advisory fee.
- iii. The client will prove written authorization to Avea, permitting them to be paid directly for their accounts held by the custodian.

Clients should receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains client's investment assets. We urge you to carefully review such statements and compare such official custodial records to the account statements or reports that we may provide to you. Our statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16: Investment Discretion

For those client accounts where we provide investment management services, we maintain discretion over client accounts with respect to which securities and the amount of securities to be bought and sold. Investment discretion is explained to clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the client will execute a Limited Power of Attorney, which will grant our firm discretion over the account. Additionally, the discretionary relationship will be outlined in the advisory contract and signed by the client.

Item 17: Voting Client Securities

We do not vote Client proxies. Therefore, Clients maintain exclusive responsibility for: (1) voting proxies, and (2) acting on corporate actions pertaining to the Client's investment assets. The Client shall instruct the Client's qualified custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets. If the client would like our opinion on a particular proxy vote, they may contact us at the number listed on the cover of this brochure.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward you any electronic solicitation to vote proxies.

Item 18: Financial Information

Registered Investment Advisers are required in this Item to provide you with certain financial information or disclosures about our financial condition. We have no financial commitment that impairs our ability to meet contractual and fiduciary commitments to clients, and we have not been the subject of a bankruptcy proceeding.

We do not have custody of client funds or securities or require or solicit prepayment of more than \$500 in fees per client six months or more in advance.

Item 19: Requirements for State Registered Advisors

The following information regarding the executive offices and management persons of Avea is required for State registered individuals.

Angela B. Furubotten- LaRosee, CFP®

Born: 1967

Educational Background

- 1990 - BA, Henry M. Jackson School of International Studies, University of Washington
- 2009 - CERTIFIED FINANCIAL PLANNER™ Certification Professional Education Program, College for Financial Planning – program satisfies the Certified Financial Planner Board of Standards educational requirement for CFP® certification
- 2011 - CFP®, CERTIFIED FINANCIAL PLANNER™ Professional designation obtained from the CFP® Board of Standards

Business Background

Angela was employed by Liebe-Thompson, LLC Financial Planners, from 2006 – 2014 and in 2015, assumed similar duties with The Advisor Benefits Group, Inc. She coordinated the client planning experience with emphasis on achieving client goals, both personal and those related to financial life planning. She stopped working at The Advisor Benefits Group, Inc. at the end of May 2017. In 2017, she started Avea to focus on college financial planning, retirement and financial life planning and investment management. In addition, she offers Social Security maximization strategies in relation to a client's total retirement income plan.

Performance Based Fees

Avea is not compensated by performance-based fees. Please refer to Item 6.

Disciplinary Disclosures

No management person at Avea has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

Other Business Activities

Angela Furubotten-LaRosee is a Personal Financial Counselor with Zeiders Enterprises, Inc. which supplies financial counselors to military personnel. This accounts for about .01% of her time.

Material Relationships That Management Persons Have With Issuers of Securities

Neither Avea, nor Angela Furubotten-LaRosee, have any relationship or arrangement with issuers of securities, in addition to what is described in Item 10.

Additional Compensation

Angela Furubotten-LaRosee does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through Avea.

Supervision

Angela Furubotten-LaRosee, as Founder and Chief Compliance Officer of Avea is responsible for supervision. Her contact information: (509) 366-0032, Angie@AveaFP.com

Professional Designations,**Certified Financial Planner™ Qualifications and Requirements**

The CERTIFIED FINANCIAL PLANNER™, CFP®, and federally registered CFP® (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by the Certified Financial Planner Board of Standards, Inc.

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold the designation. It is recognized in the United States and a number of other countries for its (1) high standard of professional education (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients.

Currently, more than 71,000 individuals have obtained the CFP® certification in the United States. The following are the CFP® certification requirements as of 12/01/2013 and may not be the qualifications in place when the credential is obtained:

- Education – Complete an advanced college-level course of study addressing the financial planning areas that CFP® Board’s studies have determined necessary for the competent and professional delivery of financial planning services, and attain a bachelor’s degree from regionally accredited United States college or university. CFP® Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning and estate planning.
- Examination – Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real world circumstances.
- Experience – Complete at least three years of full-time financial planning related experience (or the equivalent, measured as 2000 hours per year); and
- Ethics – Agree to be bound by CFP® Board’s Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

PRIVACY POLICY

At Avea, keeping your personal and financial information secure is one of my most important responsibilities. I recognize that your relationship with me is based on trust, and that you expect me to act responsibly and in your best interests. Because your personal and financial data are your private information, I hold myself to the highest standards in their safekeeping and use.

The Information We Collect About You

We collect data to provide you with the services you requested. We may obtain it from your application and other forms you may complete for us. In addition to the information you provide us, we may receive information about you that you authorized third parties to provide to us.

What We Do With Your Information

We do not sell information about current or former clients or their accounts to third parties. Nor do we share such information, except when needed to complete transactions at your request or where we are required to do so by law.

How We Protect Your Data

We restrict access to your data to those employees who need to know the information in order to perform their jobs. To protect your data, we maintain physical, electronic, and procedural safeguards in keeping with industry standards and practices.

We'll Keep You Informed

We will notify you of our privacy policy annually. We may change our policy and if we do, we will inform you promptly.