

SOLICITOR DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to comply with the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940, as amended (the “Advisers Act”) and applicable state securities laws (the “State Laws”) (the Advisers Act and the State Laws shall collectively be referred to as the “Securities Laws”) and to inform you that Thoughtful Money LLC (“Thoughtful Money”), currently serves as an unaffiliated solicitor for several U.S. investment advisors registered with the Securities and Exchange Commission (the “SEC”) as well as a Canadian investment advisor (the “Advisors”, or individually, the “Advisor”).

By submitting a request to Thoughtful Money to be referred to one or more of the Advisors, you hereby acknowledge that:

Thoughtful Money is acting as a **Solicitor** in introducing you to the **Advisors’** investment advisory services (the “Services”). When compensated for such solicitation, **Thoughtful Money** will be paid by the **Advisors** as detailed below.

Thoughtful Money is not authorized to, does not, and will not provide any investment advice on behalf of the **Advisors**, nor is involved in any way with any services they may provide to you should you become a client of theirs.

Thoughtful Money does not have any authority to accept investment advisory agreements on behalf of the **Advisors** or to collect or receive any payments due and owing to them relating to any investment advisory agreement you may enter into with one of them. All Investment Advisory Agreements are subject to acceptance by the **Advisors** in their sole discretion.

You understand and acknowledge that **Thoughtful Money’s** role is limited exclusively to that of a solicitor and that **Thoughtful Money** does not give, has not given, and will not give any investment advice to you at all. If you become a client of one of the Advisors, you understand and acknowledge that **Thoughtful Money** has no ongoing role in that relationship and that you agree to hold **Thoughtful Money** harmless for any and all potential dissatisfaction, performance and/or damages that could possible result from it.

If you become a client of one of the **Advisors** subsequent to this referral by **Thoughtful Money**, you will pay the **Advisor** an advisory fee pursuant to a separate agreement to be entered into between the **Advisor** and you. Pursuant to an agreement between the **Advisor** and **Thoughtful Money**, the **Advisor** will pay to **Thoughtful Money** a fee based upon the amount of assets invested by you through them. Specifically, the amount of the asset-based service fee to be paid by the **Advisor** to **Thoughtful Money** will be 35% or less of the total annual advisory fee paid by you to the **Advisor** depending on the satisfaction of certain conditions detailed in the current agreement between **Thoughtful Money** and the **Advisor**.

The annual advisory fee paid by you to the **Advisor** each year shall be no higher than if you had not been referred to the **Advisor** by **Thoughtful Money**.

It is the intent of the parties that any members of your immediate family that you refer to the **Advisor**, and who subsequently open accounts with the **Advisor**, will sign a disclosure statement identical to or substantively similar to this document.

The compensation paid to **Thoughtful Money** by the **Advisors** is solely for the solicitation services for referring you to them and also covers any expenses **Thoughtful Money** may incur for these efforts. The solicitation services include making any introductions and providing information and material about the advisory services and programs of the **Advisors** to you.

In order to effectively administer this solicitation arrangement, **Thoughtful Money** and the **Advisors** will need to disclose basic information regarding you to each other. In addition to the information **Thoughtful Money** has already provided to the **Advisors** with your consent from the initial screening interview, the **Advisors** will periodically provide **Thoughtful Money** basic information about converted clients and prospective clients related to this solicitation agreement. This information will include, at a household level, the client/household name, total assets managed by the **Advisors** for each household (or likely potential assets for active prospects), the total fee charged by the **Advisors** (in dollar and/or percentage terms), and in the case of prospective clients, the status of converting such prospects to active clients of the **Advisors**.