



**FRISCO FINANCIAL PLANNING, LLC**  
EST. 2004 | 1 COR. 4:2

**Frisco Financial Planning LLC  
Disclosure Brochure**

**Item 1 – Cover Page**

This brochure provides information about the qualifications and business practices of Frisco Financial Planning LLC (“FFP” or “Adviser”) and its sole owner and adviser, John Gay.

If you have any questions about the contents of this brochure, please contact me at (469) 248-6237 or [jgay@ffplan.com](mailto:jgay@ffplan.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.

Frisco Financial Planning LLC is a Registered Investment Adviser. Registration of an Investment Adviser does not imply any level of skill or training. The verbal and written communications of an Adviser provide you with information with which you determine to hire or retain an Adviser.

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## **Item 2 – Material Changes**

On July 28, 2010, the United States Securities and Exchange Commission published “Amendments to disclosure brochure” which amends the disclosure document that FFP provides to clients as required by SEC Rules.

This brochure dated March 4, 2024, contains the following material changes from the previously amended brochure document dated February 17, 2023:

- No material changes.

In the past, FFP has offered or delivered information about FFP’s qualifications and business practices to clients on at least an annual basis. Pursuant to new SEC Rules, FFP will ensure that clients receive a summary of any material changes to this and subsequent brochures within 120 days of the close of its business’ fiscal year. FFP may further provide other ongoing disclosure information about material changes, as necessary.

The most current version of its brochure is available on FFP’s website at <https://ffplan.com> free of charge.

Additional information about Frisco Financial Planning LLC is also available via the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC’s website also provides information about any persons affiliated with FFP who are registered, or are required to be registered, as investment adviser representatives of FFP.





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#### **Item 4 – Advisory Business**

FFP was formed in October of 2004. John Gay, CFP is the President and sole owner. FFP is a Limited Liability Company organized in Texas.

FFP provides “fee for service” financial planning, investment advice and asset management services. *Areas of advice include asset allocation, investment selection, retirement planning, college funding, and employee benefits and stock option analysis, and other areas of personal financial planning.* Engagements are limited in scope based on the client's unique circumstances.

The adviser gathers financial data including the client's goals, circumstances, financial condition, and risk tolerance. The adviser then prepares and delivers analysis and recommendations to the client. Recommendations may be in a written/electronic format, or in the form of verbal (in-person or phone) discussion, or both.

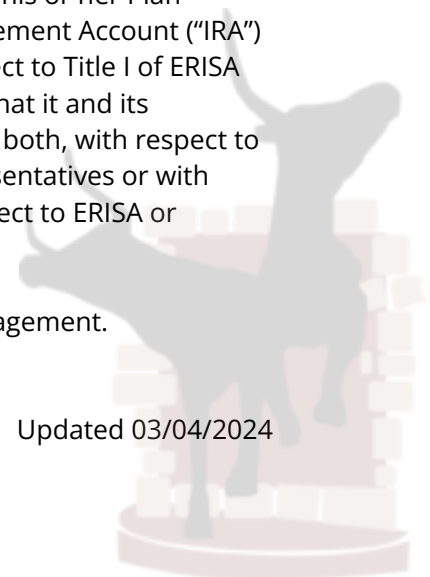
FFP provides asset management services on a discretionary basis, advising on your custodial accounts and providing you with continuous and ongoing supervision of your custodial accounts. FFP services provide additional investment opportunities among mutual funds, exchange-traded funds (ETFs), and additional securities. Clients grant trading authority, power of attorney, and fee debit authorization to adviser.

On a case by case basis, the client may impose restrictions on investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent FFP from properly servicing the client’s account, or if the restrictions would require FFP to deviate from its standard suite of services, FFP reserves the right to end the relationship.

FFP offers project planning services on a “pay as you go” basis. Engagements are of a limited duration and end upon delivery of recommendations. Clients may re-engage adviser on an “as-needed” basis. Periodic financial reviews are recommended, and it is the client's responsibility to initiate such reviews.

If Client is: (1) a participant or beneficiary of a Retirement Plan subject to Title I of the Employee Retirement Income Security Act (“ERISA”) or described in section 4975(e)(1)(A) of the Internal Revenue Code (the “Code”), with authority to direct the investment of assets in his or her Plan account or to take a distribution; (2) the beneficial owner of an Individual Retirement Account (“IRA”) acting on behalf of the IRA; or, (3) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Code, then the Adviser represents that it and its investment adviser representatives are fiduciaries under ERISA or the Code, or both, with respect to any investment advice provided by the Adviser or its investment adviser representatives or with respect to any investment recommendations regarding a Retirement Plan subject to ERISA or participant or beneficiary account.

As of December 31, 2023 FFP has \$99,004,304 discretionary assets under management.





### Item 5 – Fees and Compensation

FFP is compensated for providing asset management services by charging a fee based on the total assets advised. The fees and billing will be pre-determined in writing in the client service agreement executed by you and FFP.

The below ranges are the standard fees typically charged:

Asset Management Fee Schedule	
First \$0 - \$1,000,000	1.00%
\$1,000,001 to 3,000,000	0.85%
\$3,000,001 to 6,000,000	0.70%
All Assets above \$6,000,000	0.55%

\*FFP maintains a quarterly minimum fee that ranges from \$0 to \$3,000. The quarterly minimum will increase each calendar year by 3% in an effort to keep up with inflation and overall firm operating costs. New clients will pay a start-up fee between \$0 and \$4,000. FFP does not require a minimum account size but requires a quarterly minimum fee. In certain circumstances, FFP's quarterly minimum fee may be in excess of 3%, which is greater than the industry norm, and the client may pay lower fees for comparable services from other sources. FFP may waive the quarterly minimum fees and/or start-up fees at FFP discretion.

Asset management fees are paid quarterly in arrears. Payments are due on the first day of the calendar quarter and are based on the account's accrued value as of the last business day of the prior calendar quarter multiplied by the applicable annual rate and divided by four (4). The fee for the prior quarter is billed and payable within ten (10) days after the end of the prior quarter, based on the accrued value of Client's account on the last business day of that quarter.

FFP will deduct its asset management fee only when in receipt of your written authorization by executing a client services agreement permitting the fees to be paid directly from your account. The qualified custodian will deliver an account statement to you at least quarterly which will show all disbursements from your account. FFP urges you to review all statements for accuracy. Your account at the custodian may also be charged for certain additional assets managed for you by FFP but not held by the custodian (i.e., variable annuities, mutual funds, 401(k)s).

Project planning fees are charged on a "pay as you go" basis and are not prorated. Fees are quoted in advance and must be accepted by client prior to project commencement. Payment of fee acknowledges acceptance by client.





FFP's project consulting fees are based on one or more of the following factors:

- The number of accounts, positions, and transactions within client's accounts.
- The types of securities owned and the value of client's accounts.
- The amount of time expended in researching, analyzing and documenting the specific recommendation(s) and course(s) of action.
- The uniqueness of the project as dictated by the level of complexity involved.
  
- The familiarity (or lack thereof) between FFP and the client based on previously completed projects.
- The expertise level required of FFP as it pertains to the project; a competitive analysis of similar adviser's fees.
- A competitive analysis of other advisory firm's fees.
- Net worth, income, or other financial condition metric(s).

Payment is due in full from the client prior to commencement of the planning engagement. The support period begins on the day the fee is paid.

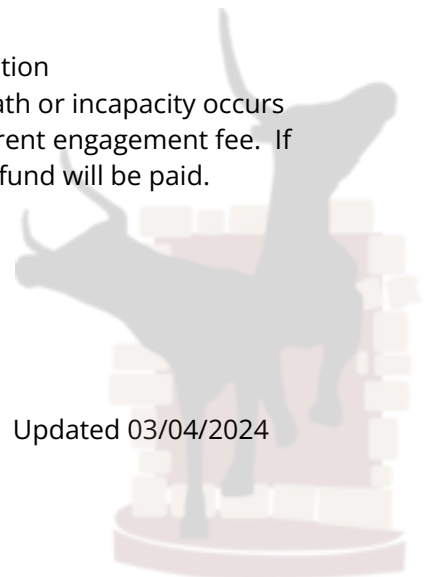
FFP's fees for the services offered by FFP are negotiable at FFP's sole discretion and may vary from client to client.

Fees for future services are due at or prior to delivery of recommendations in the amount shown on the fee quote or invoice. Future fees may vary or change without notice; client is free to accept or reject Adviser's future fee quotes/invoices and offers of service.

Payment of future fee quotes or invoices binds client to the then current CSA. Client is encouraged to read the current CSA available on FFP's website (<https://ffplan.com>) prior to re-engaging adviser and prior to paying each fee quote or invoice.

*FFP will provide a designated period of follow-up e-mail and phone support stated on the invoice and/or payment receipt for reasonable questions or clarifications solely related to the scope of the project. In the event of John Gay's death or incapacity, such follow-up will end with no refund of previously paid fees.*

The planning engagement and agreement automatically terminate upon expiration (unless renewed) or upon the death or incapacity of John Gay. If John Gay's death or incapacity occurs prior to delivery of recommendations, client will receive a full refund of the current engagement fee. If John Gay's death or incapacity occurs after delivery of recommendations, no refund will be paid.





Fees paid to Frisco Financial Planning LLC for financial planning and investment advice are completely separate from the fees and expenses charged by mutual fund companies, exchange-traded funds, and their portfolio managers. A complete explanation of these fees and expenses are provided in each securities' prospectus. Clients are encouraged to read the prospectus before investing.

Clients may incur transaction costs or administration fees from broker-dealers, trust companies, investment custodian firms or other service providers. Clients are encouraged to obtain a complete schedule of such fees from the service provider(s) before entering into any agreement. FFP does not receive any portion of these other fees. FFP's sole source of compensation is client fees paid directly to the firm.

### **Item 6 – Performance-Based Fees and Side-by-Side Management**

FFP does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

### **Item 7 – Types of Clients**

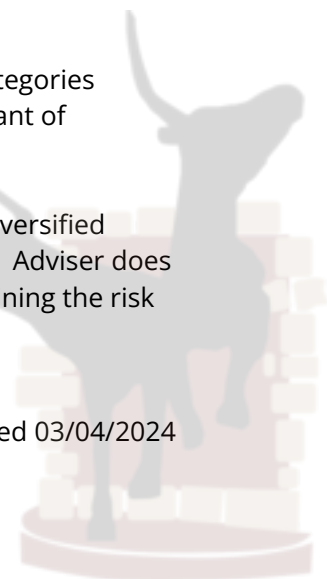
FFP provides fee-only financial planning, investment advice, and asset management services to individuals, businesses, and trustees (estates, trusts, and pension plans). Advice is limited in scope based on the client's unique circumstances. FFP does not require minimums as to income, assets, net worth, length of engagement, revenues generated, or other conditions for engaging its services.

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

If Adviser is engaged to provide investment advice and/or asset management services, the client's current financial situation, needs, goals, objectives, and risk tolerance are first evaluated. Asset allocation and security selection decisions are then made, in Adviser's best judgment, to help the client achieve their overall financial objectives while balancing their risk exposure. Asset allocation is a key component of investment portfolio design.

Adviser believes that the appropriate allocation of assets across diverse investment categories (stock v. bond, domestic v. foreign, large cap v. small cap, etc.) is the primary determinant of portfolio returns and critical in the long-term success of one's financial objectives.

Adviser recommends exchange-traded funds (ETF's) and/or mutual funds that allow diversified asset-class exposure across different companies, properties, sectors, geographies, etc. Adviser does not recommend individual stocks or bonds (although Adviser may assist Client determining the risk and tax implications of individual securities already held).





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There are substantial risks involved in investing in securities. It is the client's responsibility to read the recommended securities' prospectuses before investing. Prospectuses are available online through the issuing fund company, administrator or trustee, or brokerage firm. Upon request, Adviser will provide a direct link to the prospectuses of recommended securities.

Additionally, there are complexities and risks associated with trading securities including but not limited to: execution or trading errors, price volatility, bid/ask spreads, order types (such as "market" and "limit" orders), deviation from net asset value, and "execution price slippage" caused by lack of order book depth.

FFP encourages Client to enlist the assistance of their investment custodian firm when placing trades if Client is not experienced or comfortable with these complexities and risks.

Upon client request, Adviser will provide investment recommendations in the form of open-end mutual funds instead of exchange-traded funds (ETFs). Adviser bears no liability or responsibility for improper execution of recommendations. Investing in securities involves risk of loss that client should be prepared to bear.

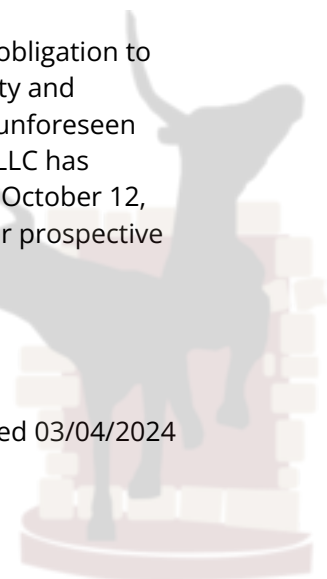
### **Item 9 – Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of FFP or the integrity of FFP's management (and of each supervised person providing investment advice). FFP has no information applicable to this item regarding the firm or its principal owner and adviser, John Gay.

### **Item 10 – Other Financial Industry Activities and Affiliations**

FFP receives client referrals from other industry professionals and from financial trade associations. Adviser may pay membership or operational fees (but no client referral fees) to these associations. FFP refers clients and potential clients to outside advisers or other professionals as their needs dictate. FFP receives no compensation or any economic benefit contingent upon such referrals.

As a fiduciary, Frisco Financial Planning LLC has certain legal obligations, including the obligation to act in clients' best interest. Frisco Financial Planning LLC maintains a Business Continuity and Succession Plan and seeks to avoid a disruption of service to clients in the event of an unforeseen loss of key personnel, due to disability or death. To that end, Frisco Financial Planning LLC has entered into a succession agreement with Buckingham Strategic Wealth, LLC, effective October 12, 2021. Frisco Financial Planning LLC can provide additional information to any current or prospective client upon request to John Gay, President at (469) 248-6237 or [jgay@ffplan.com](mailto:jgay@ffplan.com).







### **Item 11 – Code of Ethics**

Frisco Financial Planning has developed a code of ethics that will apply to all of our supervised persons. We and our IARs must act in a fiduciary capacity when providing investment advisory services to you. As a fiduciary, it is an investment adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. Frisco Financial Planning has a fiduciary duty to all clients.

This fiduciary duty is considered the core underlying principle of our code of ethics, which also covers our insider trading and personal securities transactions policies and procedures. We require all of our supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will acknowledge that they have read, understand, and agree to comply with our Code of Ethics.

Our Code of Ethics is available to clients and prospective clients upon request.

### **Item 12 – Brokerage Practices**

FFP recommends broker-dealers for its clients to use in order to custody their accounts. The firms that FFP recommends will be independent SEC-registered broker-dealers and members of FINRA and SIPC. As a fiduciary, FFP is obligated to seek out the best execution of client transactions for accounts that FFP manages. In general, the execution of securities transactions is at a total cost to process each transaction and are the most favorable under the circumstances. However, FFP does not limit the best execution to the lowest available price. Additional factors are taken into consideration when determining the arrangement and services in the selection of a broker-dealer or qualified custodian.

The review consists of reviewing the commission and fee structures of various broker-dealers, research platform, and execution services. Accordingly, while FFP does consider competitive rates, FFP does not necessarily obtain the lowest possible commission rates for account transactions.

Therefore, the overall services provided by unaffiliated broker-dealers and qualified custodians are evaluated to determine the best execution. You may pay trade execution charges and higher commissions through the trading platforms approved by FFP than through platforms that have not been approved by FFP.

FFP does not receive soft dollar benefits from broker-dealers.

FFP does not recommend, request, require, or permit clients to direct us to execute transactions through a specific broker-dealer other than those we recommend.

FFP does not receive client referrals from broker-dealers.





FFP attempts to allocate trade executions in the most equitable manner possible, taking into consideration current asset allocation and availability of funds using price averaging, proration, and consistently non-arbitrary methods of allocation.

FFP may aggregate orders in order to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among its clients' differences in prices and commission or other transaction costs. In aggregated orders, transactions will be price-averaged and allocated among all clients in proportion to the purchase and sale orders placed for each client account on any given day.

### **Item 13 – Review of Accounts**

FFP reviews asset management accounts no less than annually. These accounts will be reviewed by John Gay. Accounts are reviewed to evaluate asset allocation, investment strategy and objectives, cash balance, and performance as well as the general economic outlook and current investment trends.

Project-based financial planning clients are provided a one-time plan or consulting session and receive no additional reviews unless a new financial planning and consulting agreement is executed.

FFP conducts periodic reviews to evaluate current market, economic and political events and how these may affect client accounts. Additional reviews may be triggered by these events or by events in the client's financial or personal status.

Asset management clients will receive advisory account reports on an as-needed basis. These reports show asset value by cash balances, security, unit cost, total cost, current per share values, etc. Clients are urged to review the periodic reports provided by us with those provided by their custodian and notify us of any differences. Clients are encouraged to phone or email us as often as they deem necessary to receive information regarding the investment tactics and strategies being followed.

Project-based financial planning and consulting clients are provided a one-time written financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Accounts are reviewed only upon subsequent engagement by client or upon client request during the term of the Client Service Agreement (CSA).

### **Item 14 – Client Referrals and Other Compensation**

FFP does not pay any solicitors compensation for client referrals. FFP does pay a flat membership and/or advertising fee to several financial planning trade organizations and media outlets in exchange for placement in online directories of financial professionals.





### **Item 15 – Custody**

FFP is deemed to have custody of client funds and securities due to its ability to deduct management fees from clients' accounts. FFP will not take physical custody of clients' funds and will not assign or transfer trading authorization to another advisor. Clients will receive account statements from the qualified custodian(s) holding their funds and securities at least quarterly. The custodian's account statements will indicate the amount of our advisory fees deducted from the clients' account(s) each billing period. These statements should be carefully reviewed by the client for accuracy. Item 5 – Fees and Compensation has additional information regarding FFP's ability to deduct management fees from clients' accounts.

### **Item 16 – Investment Discretion**

If you are participating in FFP's asset management services, upon receiving your written authorization via our executed investment advisory agreement, FFP will maintain trading authorization over your designated account and may also implement trades on a discretionary basis.

When discretionary authority is granted, FFP will have the limited authority to determine the type of securities to be purchased, sold, or exchanged and a number of securities that can be bought, sold or exchanged for your portfolio without obtaining your consent for each transaction.

On a case by case basis, you may place reasonable restrictions on the types of investments that may be purchased or sold in your account so long as the restrictions are detailed in electronic correspondence or included as an attachment to the client services agreement.

### **Item 17 – Voting Client Securities**

FFP does not have any authority to and does not vote proxies or corporate actions on behalf of clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. FFP may provide advice to clients regarding the clients' voting of proxies.

### **Item 18 – Financial Information**

Registered investment advisers are required in this item to provide you with certain financial information or disclosures about FFP's financial condition. FFP has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding.





### **Item 19 – Requirements for State-Registered Advisers**

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

### **Item 20 – Educational Background and Business Experience**

FFP's adviser, John Gay (born 1967), holds a Master of Science degree from the College for Financial Planning (1999) and a Bachelor of Business Administration degree from the University of Texas at Austin (1989).

Mr. Gay has served as the principal adviser of Frisco Financial Planning LLC since the firm's inception in 2004.

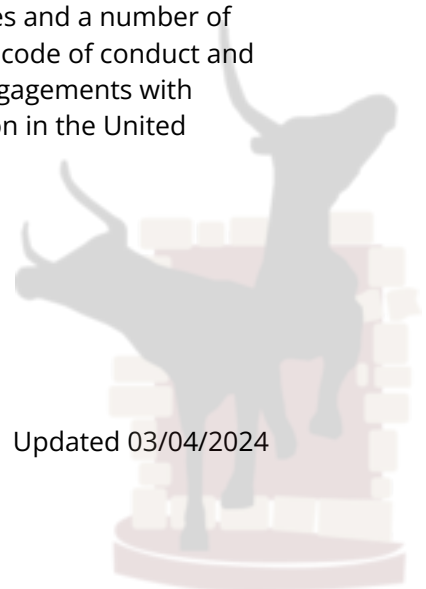
Prior to that time, Mr. Gay held various positions with several brokerage firms and banks. He began his career as an actuary with a benefits consulting firm.

Since 1999, Mr. Gay has held the Certified Financial Planner (CFP®) designation.

#### About the CFP® professional designation:

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 Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. 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 62,000 individuals have obtained CFP® certification in the United States.





To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor’s Degree from a regionally accredited United States college or university (or its equivalent from a foreign 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 2,000 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 a 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.





### **Item 21 – Other Business Activities**

Mr. Gay does not participate in any material business activities outside of his position at Frisco Financial Planning LLC.

### **Item 22 – Additional Compensation**

Mr. Gay's sole source of compensation comes from client-paid fees.

### **Item 23 – Privacy Statement**

FFP respects your privacy. This statement details how FFP obtains information, what information FFP shares and with whom, and the measures FFP takes to ensure your privacy. This statement applies to current and past clients and prospective clients.

#### Sources of information

- Information provided by you\*.
- Information provided by third parties such as other advisers or financial institutions, family members, doctors, or medical facilities.
- Information provided by publicly available sources.

Such information may be in verbal, electronic, or written form. FFP uses reasonable means to verify the accuracy of information obtained from sources other than you. FFP assumes that the information provided by you is accurate and fully disclosed.

*\* I ask that you remove social security numbers and account numbers from any material that you provide to me except when explicitly requested for purposes of opening or transferring accounts on your behalf (the best protection you have against misappropriated information is not disclosing it).*





#### Who FFP shares information with

- To perform operational-related services.
- Current legally married spouses. I freely share information with the current legal spouse of a client. I consider current husband and wife to be a “joint client.” This policy is effective even though I only require one spouse's signature on my client agreement. Any information that I communicate to one spouse is considered to be relayed by the recipient to the other spouse. It is your responsibility to notify me promptly of any marital status change and/or electronic mail address change(s). References in this privacy statement and in FFP’s client agreement and disclosure brochure to “you” or “client” refer to either husband or wife or both.
- Parties that you give me express written or verbal consent to share information with (although it is my preference that you share any desired information directly with such third parties).
- Pursuant to law, rules, regulations, standard security industry practices, in connection with a subpoena, discovery request, or other legal/regulatory process compelling the sharing of information.

#### Electronic information storage

FFP stores information such as planning documents, investment statements, tax information, meeting and conversation notes, and other items electronically. Such information may be stored on “local” workstations as well as on “cloud-based” internet servers.

Local workstation data is encrypted and password protected. “Cloud-based” services that FFP uses employ password protection and SSL encryption to protect your information. Additionally, several of the services FFP uses provide additional security such as server-level data encryption and/or 24/7 on-site security.

If FFP becomes aware of a security breach that might compromise your personal information, it is our policy to notify you promptly.

#### Non-electronic information storage

FFP limits non-electronic information storage to a small collection of current client work papers. FFP follows reasonable measures to protect such documents.





### Electronic communications

FFP considers social security numbers, account numbers, complete dates of birth, and specific health-related conditions to be confidential information and FFP will not send these items of information electronically without using a password-protected document, encrypted e-mail, or similar means.

FFP considers financial information such as account types, account values, statements of financial condition, partial dates of birth, and specifics to your financial plan (i.e., assumptions, recommendations, and illustrations) as semi-confidential. This means FFP will use unprotected electronic means to communicate such items to you, but FFP will not communicate such information directly to other parties (except as detailed above). In short, you agree that for such semi-confidential information, the ease of unsecured electronic communication outweighs the possibility of such information being intercepted by others.

FFP uses several third-party internet communication services to communicate with clients. By providing me with your email address, you give me permission to communicate with you via e-mail and via such services. FFP will not give away or sell your e-mail address to any other third parties.

### Employees and contractors

This privacy statement applies to all employees and contractors of FFP. When possible, FFP limits employee and contractor access to certain “need to know” information and FFP uses reasonable measures to prevent the unauthorized release of your information.

