

FORM ADV PART 2 DISCLOSURE BROCHURE



Main Office Address:
603 E. Broadway Street
Prosper, TX 75078

Tel: 877-431-6997
Fax: 877-624-1145

Chuck@cprfinancial.net

www.cprfinancial.net

This brochure provides information about the qualifications and business practices of CPR Financial & Insurance Services, Inc. Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 877-431-6997 or chuck@cprfinancial.net. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about CPR Financial & Insurance Services, Inc. (IARD#145855) is available on the SEC's website at www.adviserinfo.sec.gov

JULY 18, 2023

Item 2: Material Changes

Annual Update

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

Material Changes since the Last Update

Since the last update of this brochure on June 15 2023, the following material changes have been made:

- Item 5 has been updated to correct how fees are calculated when using the Betterment platform.
-

Full Brochure Available

This Firm Brochure being delivered is the complete brochure for the Firm.

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Item 4: Advisory Business

Firm Description

CPR Financial & Insurance Services, Inc. (“CPR Financial”), a Texas corporation, is a registered investment advisory firm since 2008. CPR Financial is managed by 100% principal owner, Charles P. Rosen.

Types of Advisory Services

ASSET MANAGEMENT

CPR Financial offers discretionary and non-discretionary direct asset management services to advisory Clients. CPR Financial will offer Clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

Discretionary

When the Client provides CPR Financial discretionary authority the Client will sign a limited trading authorization or equivalent. CPR Financial will have the authority to execute transactions in the account without seeking Client approval on each transaction.

Non-discretionary

When the Client elects to use CPR Financial on a non-discretionary basis, CPR Financial will determine the securities to be bought or sold and the amount of the securities to be bought or sold. However, CPR Financial will obtain prior Client approval on each and every transaction before executing any transactions.

When deemed appropriate for the Client, CPR may hire Sub-Advisors to manage all or a portion of the assets in the Client account. CPR has full discretion to hire and fire Sub-Advisors as they deem suitable. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and CPR. Sub-Advisors execute trades on behalf of CPR in Client accounts. CPR will be responsible for the overall direct relationship with the Client. CPR retains the authority to terminate the Sub-Advisor relationship at CPR’s discretion.

SEI Managed Accounts Solutions

CPR Financial offers discretionary management services through a program sponsored by SEI Management Corp (SIMC). SIMC has developed a standard managed account solutions (“MAS”), which program includes SEI’s distribution focused strategies, an integrated managed account solutions providing a tax overlay service (“Tax Management”) and a Goals Based Investing managed account solutions, consisting of MAS and Tax Management portfolios invested in accordance with SEI’s goals-based investment solutions and, may, in the future, develop additional managed account solutions (collectively, the “Managed Account Solutions”). Under this program, SIMC acts as a co-investment advisor to the Investor, along with CPR Financial, pursuant to a tri-party investment management agreement executed among SIMC, CPR Financial and each Investor investing assets into the Managed Account Solutions (the “Tri-party Agreement”). For each Managed Account Solutions, SIMC is responsible for developing managed account portfolios designed to be invested in accordance with a stated investment objective (the “Managed Account Portfolios”). For each Managed Account Portfolio, other than the Managed Account Portfolios implementing distribution-focused strategies (the “DFS Portfolios”), SIMC is solely responsible for screening, reviewing and selecting the various money managers and/or individual mutual funds and Other Assets available for selection by Advisors and

their Investors designed to meet the specific Managed Account Portfolio's stated investment objective or goal. For each DFS Portfolio, SIMC is responsible for selecting the SEI Funds and/or Other Assets underlying each DFS Portfolio and actively managing each Investor Account invested in a DFS Portfolio in accordance with the portfolio's investment objectives.

SEI Mutual Fund Models Program and SEI Funds

CPR Financial offers discretionary management services through a program sponsored by SEI Management Corp (SIMC). SIMC has developed various model mutual fund asset allocation portfolios (the "Mutual Fund Models") designed to be invested in accordance with a stated investment objective or goal (the "Mutual Fund Models Program"). SIMC currently develops its Mutual Fund Models through two underlying programs, described in various SEI literature as either SEI's Institutional Mutual Fund models or SEI's Goals Based Investing models and, may in the future, develop additional mutual fund model programs. Each Mutual Fund Model's underlying portfolio allocation is generally comprised exclusively of mutual funds in the SEI family of funds ("SEI Funds"), which are each advised by SIMC. Pursuant to the Mutual Fund Models Program, SEI will make available its various Mutual Fund Models to CPR Financial who, in turn, may assist Investors in determining into which Mutual Fund Models to invest their assets.

Betterment Platform

CPR offers discretionary direct asset management services to advisory clients utilizing The Betterment for Advisors platform for digital services. On this platform, CPR has the discretion to delegate the management of all or part of the Assets to one or more independent investment managers or independent investment management programs ("Independent Managers"). To the extent utilized, Independent Managers will have limited power-of-attorney and trading authority over those assets CPR directs to them for management. CPR will supervise the Independent Managers and monitor and review asset allocation and asset performance. CPR may terminate or change Independent Managers when, in CPR's sole discretion, CPR believes such termination or changes is in your best interest.

ASSETS HELD AWAY

CPR uses a third-party platform to facilitate management of held away assets such as defined contribution plan participant accounts, with discretion. The platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the platform. Once Client account(s) is connected to the platform, Adviser will review the current account allocations. When deemed necessary, Adviser will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time, minimize loss during difficult markets, and manage internal fees that harm account performance. Client account(s) will be reviewed at least quarterly and allocation changes will be made as deemed necessary.

ERISA PLAN SERVICES

CPR Financial provides service to qualified and non-qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans. CPR Financial may act as a 3(21):

Limited Scope ERISA 3(21) Fiduciary. CPR Financial typically acts as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment

decisions on a non-discretionary basis. As an investment advisor CPR Financial has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using CPR Financial can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:

- Provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. Advisor acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5).
- Assist in monitoring investment options, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands the Advisor's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, the Advisor is not providing fiduciary advice as defined by ERISA to the Plan participants. Advisor will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

Advisor may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Advisor and Client.

3. The Advisor has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

1. Employer securities;

2. Real estate (except for real estate funds or publicly traded REITs);
3. Stock brokerage accounts or mutual fund windows;
4. Participant loans;
5. Non-publicly traded partnership interests;
6. Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
7. Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to the Advisor under this Agreement.

THIRD PARTY MONEY MANAGERS (“TPM”)

When deemed appropriate for the Client, CPR Financial utilizes the services of TPMs to manage a portion or all of a Client’s account. CPR Financial helps the Client complete the necessary paperwork of the TPM, provides ongoing services to the Client, will provide the TPM with any changes in Client status as provided to CPR Financial by the Client and review the quarterly statements provided by the TPM. Clients placed with TPMs will be billed in accordance with the TPM’s Fee Schedule which will be disclosed to the Client prior to signing an agreement. Fees for TPM’s are in addition to the fees charged by CPR. This is detailed in Item 5 of this brochure.

FINANCIAL PLANNING AND CONSULTING SERVICES

If financial planning services are applicable, the Client will compensate CPR Financial on an hourly fee basis or fixed fee basis described in detail under “Fees and Compensation” section of this brochure. Financial planning includes tax planning, insurance planning, retirement planning, including but not limited to: 401(k), 403(b), 412(i), SEP IRAs, Traditional IRAs etc. and estate planning. Financial planning services may include consultations and/or written financial plans, which analyze a Client's financial situation and makes appropriate recommendations for strategies and methods of implementation of the strategies. If a conflict of interest exists between the interests of the investment advisor and the interests of the Client, the Client is under no obligation to act upon the investment advisor’s recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through CPR Financial. Financial plans will be completed and delivered inside of sixty (60) days.

Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objective. Clients may impose restrictions on investing in certain securities or types of securities. Agreements may not be assigned without written Client consent.

Wrap Fee Programs

CPR Financial does not sponsor any wrap fee programs.

Client Assets under Management

As of June 7, 2023, CPR Financial had approximately \$27,300,000 in discretionary Client assets under management and \$0 in non-discretionary and acted as a 3(21) fiduciary on \$27,300,000 in plan assets

Item 5: Fees and Compensation

Method of Compensation and Fee Schedule

ASSET MANAGEMENT

The annual negotiable fee ranges from 1/2 of 1% to 2%, depending on the size and complexity of a Client's account. The annual fee may be negotiable. Accounts within the same household may be combined for a reduced fee. Fees are billed quarterly in arrears based on the amount of assets managed as of the last business day of the previous quarter. Initial fees for partial quarters are pro-rated. Quarterly advisory fees are typically deducted from the Clients' account by the custodian. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation. Clients may terminate advisory services with thirty (30) days written notice. For accounts closed mid-quarter, CPR Financial will be entitled to a pro rata fee for the days service was provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees, and Client will acknowledge, in writing, any agreement of increase in said fees.

CPR may also utilize the services of a Sub-Advisor to manage Clients' investment portfolios. CPR will enter into Sub-Advisor agreements with other registered investment advisor firms. When using Sub-Advisors, the Client will pay additional fees to the Sub-Advisor. The Sub-Advisors fees will vary depending on the Sub-Advisor. The total annualized fee charged to the client will be disclosed in the advisory agreement and will not exceed 3%.

SEI Managed Accounts Solutions

The negotiable annual fees payable to CPR Financial range from 1/2 of 1% to 2% of assets under management, depending on the size and complexity of a Client's account.

SIMC's advisory fee schedule for MAS range from .10% to 1.25%. Certain Clients may receive a fee discount, at the sole discretion of SIMC. These fees may be higher or lower than those charged by other investment advisors for similar services. SIMC may pay a portion of this fee to the portfolio manager acting as the account's Overlay Manager or retain the fee itself if it is serving as the Overlay Manager.

To the extent a Client's assets in MAS are invested in SEI Funds, SIMC and its affiliates will earn fund-level fees on those assets, as set forth in the applicable Fund's prospectus but SIMC will offset the fees set forth above on MAS assets invested in any SEI Fund.

Fees for SEI Funds

Each SEI Fund pays an advisory fee to SIMC that is based on a percentage of the portfolio's average daily net assets, as described in the mutual fund's prospectus. From such amount, SIMC pays the sub-advisor(s) to the SEI Fund. SIMC's fund advisory fee varies, but it typically ranges from .10% - 1.50% of the portfolio's average daily net assets for its advisory services. Additionally, affiliates of SIMC provide administrative, distribution and transfer agency services to all of the portfolios within the SEI Funds, as described in the SEI Funds' 10 registration statements. These fees and expenses are paid by the SEI Funds but ultimately are borne by each shareholder of the SEI Funds.

SEI Mutual Fund Models Program and SEI Funds

The negotiable annual fees payable to CPR Financial range from 1/2 of 1% to 2% of assets under management, depending on the size and complexity of a Client's account.

Each SEI Fund pays an advisory fee to SIMC that is based on a percentage of the portfolio's average daily net assets, as described in the mutual fund's prospectus. From such amount, SIMC pays the sub-advisor(s) to the fund. SIMC's fund advisory fee varies, but it typically ranges from .10% - 1.50% of the portfolio's average daily net assets for its advisory

services. Affiliates of SIMC provide administrative, distribution and transfer agency services to all of the portfolios within the SEI Funds, as described in the SEI Funds' registration statements. These fees and expenses are paid by the SEI Funds but ultimately are borne by each shareholder of the SEI Funds. If a Client invests in a model available through the Mutual Fund Models Program, the Client will be charged the expense ratios of each of the SEI Funds included in the applicable model. Clients may have the option to purchase certain SEI investment products, including the SEI Funds, that SIMC recommends through other brokers or agents not affiliated with SIMC. Clients may also pay custody fees to SEI Private Trust Company ("SPTC") when their assets are custodied at SPTC. These fees will vary depending on the account balance and trade activity in the account. Clients can refer to their account application for specific information on SPTC custody fees.

CPR Financial receives compensation as a result of a Client's participation in SIMC's programs. For assisting Clients in selecting appropriate Mutual Fund Models, Managed Account Portfolios or Custom Portfolios in accordance with the terms of CPR Financial's advisory agreement and, if applicable Triparty Agreement, with such Clients and providing on-going account services, CPR Financial will receive a fee payable from the Client's Account assets. CPR Financial's fee will be calculated quarterly on the Client's Account balance and payable quarterly in arrears net of any income, withholding or other taxes. CPR Financial's fee is separate from and in addition to SIMC's Investment Management Fee described above. CPR Financial's fee and SIMC's Investment Management fee will be deducted by SPTC directly from the Client's account. CPR Financial does not have the ability to directly deduct their advisory fee from the Client account.

Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation. For accounts closed mid-quarter, CPR Financial will be entitled to a pro rata fee for the days service was provided in the final quarter. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

Betterment Investment Platform

When utilizing the Betterment Investment platform, fees will be billed as follows:

CPR's fees will be 0.82%% annually and Betterment's fee is 0.18% annually. The annual fee is not negotiable.

will be prorated and billed quarterly in arrears, based on the Client's average daily balance for the prior quarter multiplied by the annual percentage rate as noted in the client agreement. Fees will be automatically deducted from your account. Betterment for Advisors will make quarterly adjustments for deposits and withdrawals in client accounts. As part of this process, you understand and acknowledge the following:

The custodian makes statements available via the Client portal at least quarterly to Clients showing all disbursements for their account, including the amount of the advisory fees paid to our firm;

- The Client has provided authorization permitting fees to be directly paid by these terms;
- Betterment Institution calculates the advisory fees and deducts them from the Client's account. The fees are based on the end of month balance of their entire account. Client will see the total fee (to include the Betterment for Advisors platform fee of in addition to the annual percentage of assets charged by CPR.

- Betterment collects both their fee and CPR's fee from each Client and remit CPR's portion directly to CPR.

The investment advisory fee will be billed directly to the Custodian, with an informational copy of the invoice to Client. The Custodian will deduct the fee for the Account upon receipt of the invoice, or shortly thereafter. Subsequently the custodian will pay Betterment and CPR. CPR will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. After the initial five (5) business days, the agreement may be terminated by CPR with thirty (30) days written notice to Client and by the Client at any time with written notice to CPR. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

ASSET HELD AWAY

CPR offers discretionary direct asset management services to advisory Clients. CPR charges a maximum annual investment advisory fee of 1% based on the total assets under management.

The annual fee is negotiable. The Advisory Fee for the initial period will be paid on a pro rata basis based on the number of days in the billing period for which services under this Agreement were provided, in arrears, based on the billing period ending value of the Client's managed assets, in accordance with the fee schedule listed in the Agreement. For all future periods, the Advisory Fee will be assessed and payable each billing period, in advance, based on the balance of Client's managed assets as of the prior period-end, in accordance with the fee schedule listed in the Agreement. By executing this Agreement, Client is authorizing CPR to debit its Advisory Fees directly from one or more of the Client's Accounts. The Advisory Fee payable for any Held Away Account will be deducted directly from another Client Account, and if there are insufficient funds available in another Client Account or CPR believes that deducting the Advisory Fee from another Client Account would be prohibited by applicable law, it will invoice the Client.

No fee adjustment will be made for Account deposits and withdrawals during a billing period.

In addition to the fees paid to CPR, investments used in managing the Account may subject Client to additional fees. For example, mutual funds, index funds, exchange traded funds and private funds typically charge ongoing management fees and have other expenses for the operation of those funds. These fees should not be confused with "loads" or commissions. CPR does not receive any additional compensation, either directly or indirectly, from these investments.

ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 1%. Fees are charged quarterly in arrears based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets) on the last business day of the previous quarter. If the services to be provided start any time other than the first day of a quarter, the fee will be prorated based on the number of days remaining in the quarter. If this Agreement is terminated prior to

the end of the fee period, CPR Financial shall be entitled to a prorated fee based on the number of days during the fee period services were provided.

The compensation of CPR Financial for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees; however, the Plan Sponsor may elect to pay the fees. CPR Financial does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, CPR Financial will disclose this compensation, the services rendered, and the payer of compensation. CPR Financial will offset the compensation against the fees agreed upon under this Agreement.

CO ADVISOR FEES FROM THIRD PARTY MANAGERS

CPR has entered into a Referral Agreement with CLS Investments, LLC (“CLS”), Gradient Investments, LLC (“GI”), Pacific Financial Group, Inc. (“PFG”), Beacon Capital Management, Inc. (“BCM”) and AMP Wealth Management (“AMP”).

CLS Investments, LLC (“CLS”) AutoPilot

AutoPilot is an online automated asset management platform that utilizes CLS’s Investment Management service. Through a partnership with Riskalyze, Inc. (“Riskalyze”), CLS offers AutoPilot to utilize our services through CPR Financial. To begin, CPR Financial will direct you to a website where you can complete a risk tolerance questionnaire through Riskalyze. CLS then relies on your responses to the Riskalyze questionnaire to invest your account in a portfolio primarily comprised of ETFs in accordance with your risk tolerance and financial objectives. Certain strategies utilized for our Investment Management service may also be available through AutoPilot.

For accounts opened through the AutoPilot platform, you will be charged the following annual fee based upon the total amount of assets managed through the platform:

Total Advisory Fee	CLS Portion	CPR Financial Portion
1.15%	0.25%	0.90%

CPR Financial’s portion of the fee is negotiable. Fees are assessed quarterly in arrears based on the amount of the assets managed as of the end of the previous quarter. All management fees are withdrawn from the Client’s account unless otherwise noted. CLS will receive written authorization from the Client to deduct advisory fees from their account held by a qualified custodian. CLS will pay CPR Financial their share of the fees. CPR Financial does not have access to deduct Client fees. Clients may terminate their account within five business days of signing the investment advisory agreement with no obligation. For terminations after the initial five business days, CLS will be entitled to a pro-rata fee for the days service was provided in the final quarter. CLS will pay CPR Financial their portion of the final fee. Lower fees for comparable services may be available from other sources.

CLS primarily utilizes ETFs for accounts managed through the AutoPilot platform. You are responsible for costs of trade execution in addition to the fee you pay to CLS. However, to the extent available, CLS utilizes ETFs that do not charge trade execution fees. Custodians may require a minimum holding period for securities purchased commission-free through this strategy. Consequently, you may be charged a short-term trading fee if the minimum holding period is not met. Please contact your custodian for more information regarding these fees.***Gradient Investments, LLC (“GI”)***

CPR Financial has entered into a Referral Agreement with Gradient Investments, LLC (“GI”). GI is a Registered Investment Advisor registered with the Securities and Exchange Commission that provides investment portfolio advice and supervisory services.

GI offers an actively managed program of mutual fund and stock portfolios. The fee will be disclosed to the Client in the Investment Advisory Agreement and are negotiable. The Clients fee for these services will be based on a percentage of assets under management as follows:

STRATEGIC PORTFOLIOS			
	Annual Fee	GI	CPR Financial
All Assets	2.00%	1.00%	1.00%

TACTICAL PORTFOLIOS			
	Annual Fee	GI	CPR Financial
All Assets	1.80%	0.80%	1.00%

Traditionally, GI's Tactical Portfolio was billed at the same fee as the Strategical Portfolios with a max annual fee of 2.00%. Since GI is the sub-advisor to the Tactical Portfolio and will receive an annual fee of 0.20% from the ETF, GI has reduced its annual fee of the Tactical Portfolio by 0.20% so as not to double dip. The end net fee paid by the Client and the fee received by GI will remain the same.

For example, a Client investing \$100,000 in the GI Tactical portfolio prior to November 2022 would pay an annual fee to GI of \$2,000 or $\$100,000 \times 2.00\% = \$2,000$. After November 2022 the same client would pay GI an annual fee of \$1,800 or $\$100,000 \times 1.80\% = \$1,800$ and pay the internal fees of \$200 or $\$100,000 \times 0.20\% = \200 . For a total of $\$1,800 + \$200 = \$2,000$. The Client pays the same \$2,000 annual fee.

ALLOCATION & DEFINED OUTCOME PORTFOLIOS			
	Annual Fee	GI	CPR Financial
All Assets	1.70%	0.70%	1.00%

PRESERVATION PORTFOLIOS			
	Annual Fee	GI	CPR Financial
All Assets	1.00%	0.40%	0.60%

CLIENT DIRECTED ACCOUNTS			
	Annual Fee	GI	CPR Financial
All Assets	\$300	\$300	\$0

For Client Directed Accounts (CDA), GI will assist in the opening, closing and transferring of accounts. GI will not have discretion at any time on these accounts. Client is solely responsible for the assets held within the accounts and their values which could increase or decrease (potential loss of principal). GI will not execute trades in CDA accounts. GI exceptions will be made for withdrawals to client or assets transferred into a GI managed portfolio. GI will also provide performance reporting on these accounts and can furnish 3rd party analysis reports per the client's request. Similar services may be available through other sources for a lower fee.

These are flat fee schedules; the entire portfolio is charged the same asset management fee.

Example:

Portfolio	Calculation	Quarterly Fee
Strategic Portfolio:	$(\$750,000 \times 2\%) * (91/365)$	\$3,739.73

Tactical Portfolio:	$(\$750,000 * 1.80\%) * (91/365)$	\$3,365.75
Allocation & Defined Outcome Portfolio:	$(\$750,000 * 1.70\%) * (91/365)$	\$3,178.77
Preservation Portfolio:	$(\$750,000 * 1.0\%) * (91/365)$	\$1,869.86

Fee Calculation: (Quarter End Value x Annual Fee %) x (Days in Quarter/Days in Year)
+ **\$15 Quarterly Service Fee***

* The \$15 Quarterly Service Fee is the technology fee charged per account or investment strategy for performance and other reporting. This fee is disclosed in our ADV Part 2A (Item 5: Fees and Compensation) and in our Investment Proposal and Contract (Schedule D: Schedule of Fees).

The above fees are negotiable. Fees are assessed quarterly in arrears based on the amount of the assets managed as of the end of the previous quarter. All management fees are withdrawn from the Client's account unless otherwise noted. GI will receive written authorization from the Client to deduct advisory fees from their account held by a qualified custodian. GI will pay CPR Financial their share of the fees. CPR Financial does not have access to deduct Client fees. Clients may terminate their account within five (5) business days of signing the investment advisory agreement without penalty or obligation. For terminations after the initial five business days, GI will be entitled to a pro-rata fee for the days service was provided in the final quarter. GI will pay CPR Financial their portion of the final fee.

Pacific Financial Group, Inc. ("PFG")

PFG is an active money manager incorporating a broad spectrum of investment tools working with professional financial advisors to help their Clients achieve their financial goals. Details on the strategies available are fully described in the Form ADV Part 2 of CPR. The fee will be disclosed to the Client in the Investment Advisory Agreement. The Client's fee for these services will be based on a percentage of assets under management as follows:

For Managed Portfolios and Customized Portfolios	
Assets under Management	Annual Fee
All Accounts	0.75%

The Managed Portfolios, or, if applicable, Portfolios customized by CPR ("Customized Portfolios"), shall in each instance consist solely of the Pacific Financial Group Mutual Funds ("New Pacific Funds"), a new group of mutual funds managed by PFG's affiliate, Pacific Financial Group, LLC ("PFG/Funds' Advisor").

For Client assets invested in Managed Portfolios or Customized Portfolios consisting of New Pacific Funds, the Client shall be obligated by the Investment Management Agreement to pay CPR an annual fee of 0.75%.

Fees are paid monthly based on the average daily net asset value. The Client's obligation, however, shall be offset entirely by payments to CPR by an annual fee of 0.25% paid by the New Pacific Funds, as a Shareholder Services Fee; and an annual fee of 0.50% paid by PFG out of its own resources.

For Separately Managed, Variable Annuities, Variable Universal Life, and Core Retirement Class Accounts			
Assets under Management	Annual Fee	PFG Retention	CPR Retention
\$0 to \$500,000	2.00%	1.00%	1.00%

\$500,001 - \$3,000,000	1.50%	0.75%	0.75%
\$3,000,001 - \$5,000,000	1.00%	0.50%	0.50%
\$5,000,001 - \$10,000,000	0.80%	0.40%	0.40%
\$10,000,001 and up	Subject to Negotiation		

Fees will be charged in accordance with the executed agreement between the Client and PFG.

Beacon Capital Management, Inc. ("Beacon")

Fee Schedule			
Assets under Management	Annual Fee	Beacon Retention	CPR Retention
First \$500,000	1.80%	.55%	1.25%
Next \$500,000	1.40%	.35%	1.05%
Next \$1,000,000	1.30%	.15%	1.15%
Over \$2,000,000	1.10%	.15%	.95%

Fees will be payable in arrears based on the average daily value of the Client Account. Beacon begins calculating fees when assets are deposited into Client's account. Fees will be invoiced to Client by Beacon and subsequently deducted directly from Client's account.

AMP Wealth Management ("AMP")

Fee Schedule			
Assets under Management	Annual Fee	AMP Retention	CPR Retention
All Assets	1.50%	.50%	1.00%

Fees are deducted by AMP quarterly and in arrears from each individual client account. Fees are generally billed at the completion of a calendar quarter for the full or partial period based upon assets under management at the end of the period.

FINANCIAL PLANNING AND CONSULTING SERVICES

Fixed fees for financial plans range from \$200 to \$2,000, depending on the complexity of a Client's financial situation.

Half the fee is due in advance, the rest upon presentation of the plan. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. Client can cancel services after five (5) business days of signing the financial planning agreement for a full refund, if a Client cancels after the initial five (5) business days, any prepaid fees will be refunded on a pro-rated basis. The negotiable hourly fee is up to \$400 and is paid after the consultations.

Client Payment of Fees

Investment management fees are billed quarterly in arrears, meaning we bill you after the three-month period has ended. Fees are usually deducted from a designated Client account to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Fees for financial plans are billed 50% in advance, with the balance due upon plan delivery or upon delivery if billed hourly.

Clients pay the third party money managers' investment advisory fees. Prior to signing an investment advisory agreement, the method of payment will be disclosed in the third party money manager's Form ADV Part 2.

Additional Client Fees Charged

CPR Financial fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, 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 funds 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 CPR Financial's fee.

Item 12 further describes the factors that CPR Financial considers in selecting or recommending broker-dealers for Client transactions and determining the reasonableness of their compensation (e.g., commissions).

Prepayment of Client Fees

CPR Financial does not require prepayment of fees of more than \$500 per Client and six (6) months or more in advance.

External Compensation for the Sale of Securities to Clients

Neither CPR Financial nor any of its investment advisor representatives receive any external compensation for the sale of securities to Clients

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

Sharing of Capital Gains

CPR Financial 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

Description

CPR Financial generally provides portfolio management services to individuals, corporations and other businesses.

Account Minimums

CPR Financial does not require a minimum of to open an account.

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

Methods of Analysis

CPR Financial's primary method of analysis is fundamental analysis.

Fundamental Analysis involves the analysis of financial statements, the general financial health of companies, and /or the analysis of management or competitive advantages.

Fundamental Analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

The main sources of information include financial newspapers and magazines, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

Investment Strategy

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

CPR Financial uses Long Term Trading and Short Term Trading Strategies. CPR Financial generally seeks investment strategies that do not involve significant or unusual risk beyond that of the general domestic and/or international equity markets.

Security Specific Material Risks

Risks associated with our investment strategies include:

Long Term Trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

Short Term Trading generally holds greater risk and Clients should be aware that there is a chance of material risk of loss using any of those strategies. Some risks associated with short-term trading include: increased commissions, transaction costs, additional taxes.

Risk Disclosure: All securities purchased carry a risk that the Client can lose some or all of his or her investment. In addition, holding individuals securities may carry the additional risk of illiquidity. Risk refers to the potential loss of investments that could differ from the expected return. Risks may be systematic, referring to factors that all investments of a particular market segment, credit risk, referring to a situation where a borrow is unable to pay its liabilities, and interest rate risk, among others.

Investing in securities involves risk of loss that Clients should be prepared to bear. Past Performance is not a guarantee of future returns. Investing in securities involves a risk of loss that you, as a Client, should be prepared to bear.

Item 9: Disciplinary Information

Criminal or Civil Actions

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

Administrative Enforcement Proceedings

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

Self-Regulatory Organization Enforcement Proceedings

CPR and its management have not been involved in legal or disciplinary events related to past or present investment Clients.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer or Representative Registration

Neither the firm nor any of its employees are affiliated with a broker-dealer.

Futures or Commodity Registration

Neither CPR Financial nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

CPR Financial & Insurance Services, Inc. (Charles P. Rosen) is engaged in professions other than providing financial planning, such as Investment advice. They sell insurance products for sales commissions.

How we deal with conflicts of interest: CPR Financial's duty as a fiduciary is to act in the best interests of its Clients. CPR Financial will review each Client's investment objectives and will determine the appropriateness of enlisting the services of a third-party money manager. If using a third party is deemed appropriate, then each Client will receive a separate copy of the third party money managers ADV, agreements, and investment objectives.

How we deal with conflicts of interest: Clients should be aware that a conflict may exist between the interests of the Client and the interests of the applicant; This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Client is under no obligation to act upon the recommendations of CPR Financial; and if the Client elects to act upon any of the recommendations the Client is under no obligation to affect the insurance transactions through the applicant. That profession takes up about 60% of his work-week.

Charles P. Rosen sits on various Boards of Directors that are related to the insurance industry and community in which he lives and works. He does not receive compensation or hold any economic interest in these activities and they are separate from Mr. Rosen's other advisory activities. There are no conflicts of interest present in these relationships.

Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

CPR Financial utilizes the services of Third-Party Money Managers ("TPM") to manage Client accounts. In such circumstances, CPR Financial receives referral fees from the TPM. CPR Financial acts as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. CPR Financial is responsible for:

- helping the Client complete the necessary paperwork of the TPM;
- providing ongoing services to the Client;
- updating the TPM with any changes in Client status which is provide to CPR Financial by the Client;
- reviewing the quarterly statements provided by the TPM; and
- delivering the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM to the Client.

Clients placed with TPMs will be billed in accordance with the TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of CPR Financial.

These practices represent conflicts of interest because CPR Financial is paid a Referral Fee for recommending the TPMs and may choose to recommend a particular TPM based on the fee CPR Financial is to receive. This conflict is mitigated by the fact that CPR Financial and its Investment Advisor Representatives have a fiduciary responsibility to act in the best interest of his Clients. Clients are not required to accept any recommendation of TPMs given by CPR Financial and have the option to receive investment advice through other money managers of their choosing.

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

Code of Ethics Description

The employees of CPR Financial have committed to a Code of Ethics (“Code”). The purpose of our Code is to set forth standards of conduct expected of CPR Financial employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of CPR Financial. The Code reflects CPR Financial and its supervised persons’ responsibility to act in the best interest of their Client.

One area which the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

CPR Financial’s policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of CPR Financial may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

CPR Financial’s Code is based on the guiding principle that the interests of the Client are the top priority. CPR Financial’s officers, directors, advisors, and other employees have a fiduciary duty to the Clients and must diligently perform that duty to maintain the trust and confidence of the Clients. When a conflict arises, it is CPR Financial’s obligation to put the Client’s interests over the interests of either employees or the company.

The Code applies to “access” persons. “Access” persons are employees who have access to non-public information regarding any Clients’ purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

CPR will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

CPR Financial and its employees do not recommend to Clients securities in which we have a material financial interest.

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

CPR Financial and its employees may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide CPR Financial with copies of their brokerage statements.

The Chief Compliance Officer of CPR Financial is Charles Rosen. He reviews all employee trades monthly. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that Clients of the firm receive preferential treatment over employee transactions.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

CPR Financial does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, employees may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide CPR Financial with copies of their brokerage statements.

Item 12: Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

CPR Financial may recommend the use of a particular broker-dealer or may utilize a broker-dealer of the Client's choosing. CPR Financial will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. CPR Financial relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by CPR Financial.

- *Directed Brokerage*

In circumstances where a Client directs CPR Financial to use a certain broker-dealer, CPR Financial still has a fiduciary duty to its Clients. The following may apply with Directed Brokerage: CPR Financial's inability to negotiate commissions, to obtain volume discounts, there may be a disparity in commission charges among Clients and conflicts of interest arising from brokerage firm referrals.

- *Best Execution*

Investment advisors who manage or supervise Client portfolios on a discretionary basis have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.

- *Soft Dollar Arrangements*

The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by CPR Financial from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. As permitted by Section 28(e) of the Securities Exchange Act of 1934, CPR Financial receives economic benefits as a result of commissions generated from securities transactions by the broker-dealer from the accounts of CPR Financial. These benefits include both proprietary research from the broker and other research written by third parties.

A conflict of interest exists when CPR Financial receives soft dollars. This conflict is mitigated by the fact that CPR Financial has a fiduciary responsibility to act in the best interest of its Clients and the services received are beneficial to all Clients.

Aggregating Securities Transactions for Client Accounts

CPR Financial maintains the ability to block trade purchases across accounts but will rarely do so. While block trading may benefit Clients by purchasing larger blocks in groups, we do not feel that the Clients are at a disadvantage due to the best execution practices of our custodian.

Item 13: Review of Accounts

Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

Charles Rosen, President/CEO of CPR Financial and Insurance Services, Inc., will review Client accounts at least quarterly. Clients will receive quarterly performance reports from the account custodian. Mr. Rosen will perform reviews of brokerage trading statements, market data, and Client accounts will be reviewed with regard to changes in economic conditions; Client's investment policies, and risk tolerance levels. All Financial Planning accounts are reviewed at the time of financial plan creation and delivery by CPR Financial. There is only one level of review and that is the total review conducted to create the financial plan.

Review of Client Accounts on Non-Periodic Basis

Reviews may be triggered by material market, economic or political events, or by changes in Client's financial situations (such as: retirement, termination of employment, physical move, or inheritance).

Content of Client Provided Reports and Frequency

Each Client will receive, on at least quarterly or monthly basis, a written report detailing the Client's account from the custodian(s) TD Ameritrade, Inc. or SEI Private Trust. Each report will contain a summary of account performance, asset allocation, and anticipated investment strategy.

Clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there are no further reports. Clients may request additional plans or reports for a fee.

Item 14: Client Referrals and Other Compensation

Economic benefits provided to the Advisory Firm from External Sources and Conflicts of Interest

CPR Financial may select and monitor third-party money managers. When CPR Financial refers Clients the third party money managers, the firm receives compensation for advice rendered to CPR Financial's Clients. On these occasions, the other money managers pay us a portion of the fee you pay them, Clients do not pay us directly for this service.

CPR Financial's investment advisor representatives may receive certain benefits from Gradient Investments, LLC (and/or its affiliated companies) based on achieving certain production thresholds. These thresholds are not based on the sale of any specific product or specific product type. These incentives include marketing assistance, access to technology, office support, and business trainings and trips. While some of these benefit the client, such as technology and training, some do not. This creates a conflict of interest because it gives an incentive to the representative to meet this threshold. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first. Clients are not required to use Gradient Investments, LLC or any of its affiliated companies.

Advisory Firm Payments for Client Referrals

CPR Financial does not directly or indirectly compensate any person who is not advisory personnel for Client referrals.

Item 15: Custody

Account Statements

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

CPR Financial is deemed to have constructive custody solely because advisory fees are directly deducted from Client's account by the custodian on behalf of CPR Financial.

Item 16: Investment Discretion

Discretionary Authority for Trading

CPR Financial accepts discretionary authority to manage securities accounts on behalf of Clients. CPR Financial has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold without restriction. However, CPR Financial consults with the Client prior to each trade to obtain concurrence if a blanket trading authorization has not been given.

The Client approves the custodian to be used and the commission rates paid to the custodian. CPR Financial does not receive any portion of the transaction fees or commissions paid by the Client to the custodian on certain trades.

Item 17: Voting Client Securities

Proxy Votes

As a matter of firm policy and practice, CPR Financial does not have any authority to and does not vote proxies on behalf of advisory Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in Client portfolios. CPR Financial may provide advice to Clients regarding the Clients' voting of proxies.

Item 18: Financial Information

Balance Sheet

A balance sheet is not required to be provided because CPR Financial does not serve as a custodian for Client funds or securities and CPR Financial does not require prepayment of fees of more than \$500 per Client and six (6) months or more in advance.

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

CPR Financial has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

Bankruptcy Petitions during the Past Ten Years

Neither CPR Financial nor its management has had any bankruptcy petitions in the last ten years.

Item 19: Requirements for State Registered Advisors

Education and business background, including any outside business activities and disclosable events for all management and supervised persons can be found in the Supplement to this Brochure (Part 2B of Form ADV Part 2).

Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities

None to report.

Item 1 Cover Page

SUPERVISED PERSON BROCHURE
FORM ADV PART 2B

Charles P. Rosen



Main Office Address:
603 E. Broadway Street Prosper,
TX 75078

Tel: 877-431-6997
Fax: 877-624-1145

Chuck@cprfinancial.net

www.cprfinancial.net

This brochure supplement provides information about Charles P. Rosen and supplements the CPR Financial Advisory, LLC's brochure. You should have received a copy of that brochure. Please contact Charles P. Rosen if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Charles P. Rosen (CRD#4589137) is available on the SEC's website at www.adviserinfo.sec.gov.

JULY 18, 2023

Brochure Supplement (Part 2B of Form ADV) Supervised Person Brochure

Principal Executive Officer - Charles Phillip Rosen ("Chuck")

- Year of birth: 1967
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Item 2 Educational Background and Business Experience

Educational Background:

- BFA in Theatre from Otterbein College (1989)

Business Experience:

- President; CPR Financial & Insurance Services, Inc. (2014 to present)
 - OneAdvisory; Advisory Board Member; 01/2023-Present
 - Owner/Insurance Agent; CPR Financial & Insurance Services, Inc. (2001 to Present)
 - President; CPR Financial Services, Inc. (2002 to 2014)
 - President/50% Owner; Acme Insurance & Financial Services, Inc. (2004 to 2008)
 - Registered Representative; Intersecurities (2002 to 2004)
 - Registered Representative; Kovack Securities (2004 to 2007)
 - Investment Advisor Representative; Kovack Advisors (2006 to 2007)
 - Loan Consultant; 1st Mariner Bank (2007 to 2010)
-

Professional Certifications

Employees have earned certifications and credentials that are required to be explained in further detail.

Certified Healthcare Reform Specialist ® (CHRS): issued by the Healthcare Reform Center & Policy Institute. Candidates must:

- Complete educational requirements of all course modules and required ACA Thursday newsletter webcast update content.
 - Pass 100-question exam administered after module completion.
 - Maintain CHRS Designation and update healthcare reform credentials with minimum continuing education courses.
 - Required recertification within two years after date of issue.
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Item 3 Disciplinary Information

None to report.

Item 4 Other Business Activities

Charles Rosen is licensed to sell, for sales commissions, insurance products through Anthem Blue Cross of California, Humana among others. NOTE: Clients should be aware that a conflict exists between the interests of the Client and the interests of the applicant; This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation to place the best interest of the Client first and the Client is under no obligation to act upon the recommendations of the applicant; and if the Client elects to act upon any of the recommendations the Client is under no obligation to affect the insurance transactions through the applicant.

Mr. Rosen is also an Advisory Board Member for OneAdvisory. A minimal amount of time is spent on this activity. This activity is not a conflict of interest as it is not investment related and there will be no crossover clients.

Item 5 Additional Compensation

Other than salary, annual bonuses, regular bonuses, Charles P. Rosen does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through CPR Financial & Insurance Services, Inc.

Mr. Rosen may receive certain benefits from Gradient Investments, LLC (and/or its affiliated companies) based on achieving certain production thresholds. These thresholds are not based on the sale of any specific product or specific product type. These incentives include marketing assistance, access to technology, office support, and business trainings and trips. While some of these benefit the client, such as technology and training, some do not. This creates a conflict of interest because it gives an incentive to the representative to meet this threshold. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first. Clients are not required to use Gradient Investments, LLC or any of its affiliated companies.

Item 6 Supervision

As Owner/Investment Advisor Representative of CPR Financial & Insurance Services, Inc., Charles P. Rosen works closely with colleagues and other industry experts who review advice given to Clients prior to implementation. Charles P. Rosen's contact information is on the cover page of this disclosure document.

Item 7 Requirements for State-Registered Advisors

Arbitration Claims: None to report.

Self-Regulatory Organization or Administrative Proceeding: None to report.

Bankruptcy Petition: None to report.