



Item 2: Material Changes

A. This **United Planners Form ADV Part 2A Disclosure Brochure (UP Disclosure Brochure)** was revised on 08.23.24 and the following material changes were made:

1. **Item 4: Advisory Business:** Section C.6: Added language to better describe the various existing TPMM u(s)-1 (i)1 (n)0.7 (e)d52.7 98.04]TJ0 Tc 0 Tw 9.066 Td[(A)4.w -45.067n17.5.90.7 [(A6 (7: (c)-2.7 (e)13.3 (r)137.1 (i)-0.7 (o)13

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- d. Wrap Fee Programs: United Planners is not a sponsor of any sort of proprietary wrap fee program. However, wrap fee programs may be available through an approved Portfolio Management Program (as stated immediately above in “**b – Portfolio Management Programs**”

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- Compensation Structure:



D. Retirement Plan Services

1. IARs can and may provide fiduciary and/or non-fiduciary services to retirement plans (i.e., 401k, 403b, etc.). Retirement plans may or may not be subject to the U.S. Department of Labor's Employee Retirement Income Security Act (**ERISA**). Regardless of whether the retirement plan is subject to ERISA, IARs can provide



Advisory Fee is determined in your individual arrangement with your IAR. Because your Advisory Fee may be negotiated and varies based upon the complexity of services warranted, it may be higher or lower than the Advisory Fee paid by other clients of your IAR or the Advisory Fee charged by other United Planners IARs for similar services. You and your IAR will agree to an Advisory Fee that is established in your IA agreement.

2. Factors that affect the Advisory Fee a particular client pays include, but are not limited to:

- a. The types of accounts to be used, the types of securities to be used, the platforms or technologies to be employed, or the investment strategies to be employed, 2.78h.1 (3S.307 -1.32 Td[15.3 (m)-3 (ent)2 ()13.3 (s)-2.6 (t)2



based account that pays a 12b-1 fee, these 12b-1 fees will be credited to your account to avoid the conflict of interest if such compensation was paid to your IAR. If you hold a mutual fund in a TPC account that pays a 12b-1 fee, these 12b-1 fees are paid to the TPC and not paid or shared to United Planners or its IARs; therefore, there is no compensation conflict of interest with United Planners or its IARs.

b. Fees for Pershing UPlan Accounts (Pershing Account)

- i. Calculation and Payment of UPlan Fees: Pershing will calculate and directly debit from your account all UPlan fees as specified and agreed upon in your UPA Agreement. Please refer to the *UPlan Investment Advisory Services Disclosure*

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based upon the value of the account assets under management as of the last business day of the preceding quarter. Fees on assets in the amount of \$5,000 or more deposited and/or withdrawn from your account within a quarter will normally be prorated based on the number of days the assets were held in the account.

D. Fees for Third Party Custodian Accounts (TPC Account)

1. As previously mentioned, United Planners has established service relationships with various TPCs to support an open-architecture business model for IA Custodial options. The approved TPCs are Axos Advisor Services, Fidelity Institutional, Schwab Advisor Services, American Funds-F2 Program, and TIAA Advisor Network. TPCs are not affiliated with United Planners. TPCs primarily act in the capacity of a custodian to provide safekeeping of your assets along with varying levels of custodial services and support to both you and your IAR. Please refer to your IA Agreement for additional details.
2. **TPC Fees:** Clients are responsible for paying transaction costs and any other account related fees of the TPC. Transaction costs can be in the form of Transaction-Based Pricing (**TBP**) or Asset-Based Pricing (**ABP**). TBP is more customarily used, and this is when a transaction fee is charged for each transaction executed. ABP is used in cases where it is expected that the account will be traded more frequently and, in these cases, the ABP is on6 (i)-0.7 22-0.66314 (ac)10.7 (c)-2.-s-0.6 (P)17.10.6 (es)-2.667 (t)15.4i on6()0.6 6 (equ)13.4 (ent)tti04 Tw 8.9ydTw

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3. You, your IAR, United Planners, or the TPMM may terminate the advisory relationship in accordance with the provisions of the applicable agreements. You will typically receive a pro-rata refund of any prepaid Advisory Fees upon termination of the TPMM's agreement. Additionally, the c



they may have to your overall investment objectives. Please refer to **Item 8** of this UP Disclosure Brochure for more information about risks.

2. The fees associated with these products are described in their respective prospectuses.



documentation (i.e., applications, subscription documents, fact sheo



10. Volatility Risk: The risk associated with the volatility of a particular investment can be greater than others.
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consideration to make a well-informed decision. It is important to understand that United Planners maintains an open-architecture business model to make available a vast array of IA investment management service providers (i.e., TPCs and TPMMs). United Planners does not mark-up or revenue-share with any of our IA investment management service providers, nor does United Planners have different compensation payout structures to our IARs for the various IA investment management service providers. This business philosophy is core to being proactive to avoid such conflicts of interests from existing.

E. TPMM Brokerage Practices

TPMMs engaged by IARs have their own brokerage practices that you may review in their respective disclosure brochures.

Item 13: Review of Accounts

A. Review of Accounts: Your account will be reviewed periodically by your IAR; however, the timing of your review may vary and it is dependent on various factors such as investment strategy, portfolio complexity, market activity, world events, breaking news on products and/or investments, and most importantly, the agreed upon services between you and your IAR. Regardless of the aforementioned, if you request your account to be reviewed, such request should be honored by your IAR. At a minimum, your IAR should review your account with you on an annual basis.

B. Regular Reports to Clients

1. Account Statements: This is applicable when you have an accou ()0.6 (T Tc 0.09g/TT1 1 Tf7h13.7 (0.004 T 0 Td(v)-2..7 (



Item 14: Client Referrals and Other Compensation

A. Promoters to United Planners

1. United Planners and its IARs may utilize unaffiliated referral agents to refer potential clients to United Planners. These unaffiliated referral agents are known as promoters. This type of promoter arrangement is common practice in the industry. An example of a promoter may be an accountant that may refer clients to a United Planners' IAR.
2. In return for such client referrals, United Planners will provide compensation to the promoter. Such arrangements are established pursuant to a promoter agreement and are in compliance with the promoter requirements pursuant to Rule 206(4)-1 of the Investment Advisers Act of 1940. At the time of promotion, the promoter is required to disclose to the client the particulars of the promoter arrangement with United Planners.
3. Pursuant to industry regulations, promoters are required to be affiliated as an IAR of United Planners or with another IA entity unless the promoter qualifies from a regulatory exemption.

B. Sponsor Compensation to United Planners

1. United Planners has Strategic Partnerships with various Service Providers who are core to the products and services that our Financial Professionals use to service their clients. Service Providers include but are not limited to mutual fund companies, insurance companies, direct participation programs (real estate investment trusts, oil and gas programs, business development companies, preferred stock programs, interval funds, etc.), money managers, custodians, and financial technology companies.
2. These Strategic Partnerships take shape in different ways, but they typically involve the Service Provider paying compensation to United Planners for access to its Financial Professionals for the purposes of marketing, business development, training, and education. The form of compensation paid to United Planners also takes shape in different ways: **a.)** it could be a fixed dollar amount (**Third-Party Payment**); **b.)** it could be a percentage of business sold or business on the books via a **Revenue-Sharing*** arrangement; or **c.)** it could be a combination of both – a Third-Party Payment and Revenue-Sharing. Either way, the amount of this compensation varies by Service Provider for different reasons, such as: **a.)** the amount of marketing and business development exposure the Service Provider desires; **b.)** the size of the Service Provider and its respective marketing and business development budget.

*Explanation on How Revenue-Sharing Works: As previously stated, these arrangements are commonly structured as a percentage of business sold or business on the books in the context of a basis point (25 basis points = 0.25%).

Example 1: For a **product sold**, if a Financial Professionals (in either his/her IAR capacity or RR capacity) sells a \$100,000 Variable Annuity and there is a 25 basis points revenue-sharing arrangement, then the Insurance Company of the Variable Annuity will pay United Planners \$250 ($\$100,000 \times 0.25\%$). The frequency of the revenue-sharing payment varies by revenue-sharing arrangement (i.e., monthly, quarterly, annually) and the amount will vary based on the ongoing change in value and calculation at the time the revenue-sharing payment is facilitated.

Example 2: For **business on the books**, if United Planners, through its Financial Professionals (in either his/her IAR capacity or RR capacity), sold a number of Variable Annuities of an Insurance Company with an aggregate value of \$1,000,000, then the Insurance Company will pay United Planners \$2,500 ($\$1,000,000 \times 0.25\%$). The frequency of the revenue-sharing payment varies by revenue-sharing arrangement (i.e., monthly, quarterly, annually) and the amount will vary based on the ongoing change in value and calculation at the time the revenue-sharing payment is facilitated.

3. If the Service Provider is a Financial Technology Company, the Service Provider typically do not pay any type of Third-Party Payment or Revenue-Share compensation; instead, the Financial Service Company may provide our Financial Professionals discounts on their financial technology services (such as website services, portfolio analytics, account reporting, financial planning, marketing servicing, etc.).



F. United Planners Limited Partnership

As previously mentioned, United Planners is structured as a Limited Partnership. United Planners has approximately 175 Limited Partners, who are also IARs and/or RRs of United Planners. As Limited Partners, they may be allocated a percentage of United Planners' profits on an annual basis.

G. Schwab Advisor Services

1. As previously mentioned, United Planners participates in the institutional program of Schwab Advisor Services, member FINRA, SIPC. United Planners and Schwab Advisor Services (**Schwab**) are not affiliated. Schwab offers independent IA services which include custody of securities, trade execution, clearance, and settlement of transactions.
2. IARs of United Planners engage in Client Benefit Agreements (**CBAs**) with Schwab in connection to supporting IARs who transition business to their platform. Pursuant to these CBAs, the IAR receives from Schwab certain additional economic benefits that may or may not be offered to any other IARs participating on Schwab's institutional platform. In most cases, the economic benefit is to cover costs associated to transitioning business to their platform, such as account transfer fees, which benefit the client by Schwab crediting the client's account. Schwab provides the CBAs to United Planners in its sole discretion and at its own expense. United Planners' receipt of such CBAs E.7 (t)158.u 10.6 (s)13 (i)-0.7 (t)2ditSts6-7 (,)-2 ()nerotthat .t3

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Item 16: Investment Discretion

- A. An IAR, with your consent, may have discretionary authorization over the placing of recommended trades in your account. Your discretionary authorization will specify the investments or accounts to be managed and will include authority to select the price, time and security to be bought or sold for your account. **This discretionary authority is limited to trading in an effort to more efficiently manage your account.**
- B. This discretionary trading authorization **does not include** the ability to withdraw funds or securities from your account.

Item 17: Voting Client Securities

- A. United Planners and its IARs do not perform proxy-voting services on your behalf. You should read through the information provided with the proxy voting documents to make a determination based on the information provided. In some instances, at your request, an IAR may give limited clarification based on their understanding of issues presented in the proxy-voting materials. However, you will have the ultimate responsibility for making all proxy-voting decisions.

Item 18: Financial Information

- A. United Planners does not require or solicit the prepayment of any fees more than six months in advance of services rendered.
- B. United Planners does not have any financial condition that is reasonably likely to impair its ability to meet contractual commitments to you.

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