



**Point B Planning, LLC d/b/a AtwoB**

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: March 27, 2020**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Point B Planning, LLC d/b/a AtwoB (“AtwoB” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (914) 302-3233.

AtwoB is a registered investment advisor located in the State of New York. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through AtwoB to assist you in determining whether to retain the Advisor.

Additional information about AtwoB and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 172961.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about Advisory Persons of AtwoB.

AtwoB believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. AtwoB encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

- AtwoB is applying for registration with the United States Securities and Exchange Commission ("SEC"), and at the same time is withdrawing its registration as an advisor with the State of New York.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of AtwoB.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or CRD# 172961. You may also request a copy of this Disclosure Brochure at any time by contacting us at (914) 302-3233.

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## Item 4 – Advisory Services

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### A. Firm Information

Point B Planning, LLC d/b/a AtwoB (“AtwoB” or the “Advisor”) is a registered investment advisor located in the State of New York. AtwoB is organized as a Limited Liability Company (“LLC”) under the laws of New York. AtwoB was founded in August 2014, and is owned and operated by its Richard Todd Rebori, CFA (Principal) and Michael Tom, CFA, CFP® (Principal) and Jeffrey Wund (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by AtwoB.

### B. Advisory Services Offered

AtwoB offers investment advisory services to individuals, high net worth individuals and charitable organizations in the State of New York and other states (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

AtwoB provides customized investment advisory solutions for its Clients. This is achieved through personal Client contact and interaction while providing discretionary investment management services. AtwoB works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. AtwoB will then construct a portfolio, consisting of diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds and any other applicable investment vehicles to meet the needs of its Clients. AtwoB may also recommend certain unaffiliated money managers (Please see below).

AtwoB’s investment strategies are primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. AtwoB will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

AtwoB evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. AtwoB may recommend, on occasion, redistributing investment allocations to diversify the portfolio. AtwoB may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. AtwoB may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

AtwoB will provide investment management and related services. At no time will AtwoB accept or maintain custody of a Client’s funds or securities, except for the limited authority outlined in Item 15 - Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the agreement, please see Item 12 – Brokerage Practices.

*Use of Independent Managers* - AtwoB may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more unaffiliated money managers participating in a managed accounts program at the Client's custodian (the “Program Sponsor”). The Client will then enter into a program and investment advisory agreement with the Program Sponsor and the participating money manager[s]. The Advisor will assist and advise the Client in establishing investment objectives for the account[s], the selection of the money

manager[s], and defining any restrictions on the account. AtwoB will continue to provide oversight of the Client account and ongoing monitoring of the activities of the unaffiliated money managers.

These money managers will develop an investment strategy to meet those objectives by identifying appropriate investments and monitoring such investments. In consideration for such services, the Program Sponsor will charge a program fee that includes the investment advisory fee of the money managers, the administration of the program and trading, clearance and settlement costs. If applicable, the Program Sponsor will add AtwoB's investment advisory fee (described below in Item 5 – Fees and Compensation) and will deduct the overall fee from the Client account, generally at the start of each calendar month or quarter. The asset-based program fee is tiered and varies depending on the size of the account, the asset class of the underlying securities and the sub-advisor selected. The overall fee (including the Advisor's investment advisory fee) will not exceed 3% annually. AtwoB does not receive any compensation from these unaffiliated money managers or the Program Sponsor, other than AtwoB's investment advisory fee (described in Item 5 – Fees and Compensation).

The Client, prior to entering into an agreement with a Program Sponsor, will be provided with the Program Sponsor's Form ADV Part 2A (or a brochure that makes the appropriate disclosures). In addition, AtwoB and its Client will agree in writing that that selected Program Sponsor will manage the Client's account[s] on a discretionary basis.

#### Financial Planning Services

AtwoB will typically provide a variety of financial planning services to individuals and families, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation. Generally, such financial planning services will involve preparing a financial plan based on the Client's financial goals and objectives. This planning may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. AtwoB may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

#### F.I.T. Services

The Advisor also offers combined F.I.T. services, combining ongoing financial planning, investment advisory and/or tax services (Please see Item 10 - Other Financial Industry Activities and Affiliations for additional details). Participants in the combined F.I.T. services will receive separate and generally reduced fees for each service. Please see Item 5 – Fees and Compensation below for additional details.

#### Retirement Plan Advisory Services

AtwoB provides discretionary and non-discretionary advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education
- Investment Policy Statement (“IPS”) Design & Monitoring
- Investment Due Diligence & Management
- Ongoing Investment Recommendation and Assistance
- Benchmarking Services

AtwoB may provide investment advisory services on behalf of the Plan and Plan Sponsor, which may be in either a 3(21) or 3(38) context depending on whether or not the Advisor is also providing discretionary investment management over the Plan assets. For 3(38) services, the Advisor shall have the discretion to select the investments for the Plan and/or make investment decisions on behalf of Plan Participants. In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of AtwoB’s fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

**C. Client Account Management**

Prior to engaging AtwoB to provide advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client.

These services may include:

- Establishing an Investment Strategy – AtwoB, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives taking into consideration the Client’s financial situation, time horizon and tolerance for risk.
- Asset Allocation – AtwoB will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – AtwoB will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – AtwoB will provide investment management and ongoing oversight of the Client’s investment portfolio.

**D. Wrap Fee Programs**

AtwoB does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by AtwoB.

**E. Assets Under Management**

As of December 31, 2019, AtwoB manages the following assets:

Discretionary Assets	\$31,511,381.25
Non-Discretionary Assets	\$3,673,169.46
<b>Total Assets Under Management</b>	<b>\$35,184,550.71</b>

Clients may request more current information at any time by contacting the Advisor.

**Item 5 – Fees and Compensation**

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of AtwoB and the Client.

**A. Fees for Advisory Services**

Investment Management Services

Investment advisory fees are paid monthly in arrears, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based aggregate of the average of the daily closing values of the accounts during the month.

Fees are based on the following blended schedule:

Assets	Annual Rate (%)
First \$1,000,000	1.00%
Next \$1,000,001 to \$3,000,000	0.75%
Next \$3,000,000	0.50%

For Clients engaged in the combined F.I.T. services, the Client will be charged a reduced investment advisory fee for investment management services based aggregate of the average of the daily closing values of the accounts during the month.. Fees are based on the following blended schedule:

Assets	Annual Rate (%)
First \$1,000,000	0.75%
Next \$1,000,001 to \$2,000,000	0.65%
Next \$2,000,000	0.50%

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by AtwoB will be independently valued by the Custodian. AtwoB will not have the authority or responsibility to value portfolio securities. The fees above reflect the current fee schedule. Existing Clients may have a different fee schedule.

#### Use of Independent Managers

Fees for Clients participating in managed accounts programs will include AtwoB's investment advisory fee above plus the Program Sponsor's fee.

#### Financial Planning Services

AtwoB offers financial planning services on an hourly at \$200 per hour or on a fixed fee basis ranging from \$500 to \$5,000, which may be negotiable depending on the nature and complexity of each Client's circumstances. For Clients that engage with the Advisor to provide financial planning services, the Advisor may waive any fees related to the financial planning services if the Client engages the Advisor for investment management services in implementation of the financial plan. As a part of the agreement, the Advisor may also be engaged for ongoing planning support through a monthly fee. Annual fees are at a fixed annual rate ranging from \$500 to \$5,000, which will be based on the complexity of the services, frequency of Client interactions and other factors.

Clients who have engaged the Advisor for its combined F.I.T. services may be charged a reduced fee, as low as \$75 a month, at the discretion of the Advisor. An estimate for total costs will be determined prior to engaging for these services.

#### Retirement Plan Advisory Services

Retirement planning fees are paid quarterly, in advance of each calendar quarter, based upon the market value of the assets on the last day of the previous quarter. Fees are based on the market value of assets as described in the following blended schedule:

Assets	Annual Rate
First \$1,000,000	0.50%
Next \$1,000,001 to \$10,000,000	0.40%
Next \$10,000,001 and above	0.30%

The Advisor will impose a minimum fee of \$300 quarterly or the annual rate defined in the schedule above, whichever is greater. All fees may be negotiated based on the specific situation of the plan and the asset levels and expected growth in the assets. In some circumstances, Clients may be charged an additional fixed and/or hourly rate (negotiated) for certain plan related project work.

## **B. Fee Billing**

### Investment Management Services

Investment advisory fees will be calculated by the Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective month-end date. The annual rate is charged monthly, based upon the market value of the average daily account balance during the month.. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor may provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting AtwoB to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

### Use of Independent Managers

Client account[s] implemented through Independent Manager[s] will be billed in accordance to the separate agreement[s] with the respective parties. These parties will typically add AtwoB's investment advisory fee and deduct the overall fee from the Client's account[s].

### Financial Planning Services

Financial planning fees for ad-hoc services may be invoiced up to 50% upon execution of the financial planning agreement with the balance due upon completion of the engagement deliverable[s]. Fees may vary pursuant to the financial planning agreement. The Advisor will not collect fees of \$500 or more for services to be performed six months or more in advance.

The first three (3) months of financial consulting fees for ongoing services are invoiced in advance and may include an additional upfront cost, upon execution of the financial planning agreement and monthly in arrears after the first 3 months of consulting services.

### Retirement Plan Advisory Services

AtwoB is compensated for its services at the beginning of the quarter before advisory services are rendered. Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement with the Advisor, Record Keeper or Administrator.

## **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than AtwoB, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian. The investment advisory fee charged by AtwoB is separate and distinct from these custody and execution fees.

In addition, all fees paid to AtwoB for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of AtwoB, but would not receive the services provided by AtwoB which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives.



Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by AtwoB to fully understand the total fees to be paid.

#### **D. Advance Payment of Fees and Termination**

##### **Investment Management Services**

AtwoB is compensated for its investment management services at the end of each month, after investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be responsible for investment advisory fees up to and including the effective date of termination. The Client's investment advisory agreement with the Advisor is non-transferable without Client's prior consent.

##### **Use of Independent Managers**

In the event that a Client should wish to terminate their relationship with a managed accounts program or unaffiliated investment advisor, provided the terms for termination are set forth in the respective agreements between the Client and those third parties, AtwoB will assist the Client with the termination and transition as appropriate.

##### **Financial Planning Services**

The Advisor may be partially compensated for financial planning services in advance of the engagement. The ongoing financial consulting services are offered as a perpetual engagement and will continue indefinitely, unless terminated by either the Advisor or the Client based on the terms of the financial planning agreement. Either party may terminate a planning agreement, at any time, by providing written notice to the other party. The Client may also terminate the agreement within five (5) days of signing the Advisor's financial planning agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid fees to the Client. The Client's financial planning agreement with the Advisor is non-transferable without Client's prior consent.

##### **Retirement Plan Advisory Services**

AtwoB is compensated for its retirement plan advisory services in advance of the quarter in which advisory services are rendered. Either party may request to terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the] Client shall be responsible for advisory fees up to and including the effective date of termination. The Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### **E. Compensation for Sales of Securities**

AtwoB does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

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AtwoB does not charge performance-based fees for its investment advisory services. The fees charged by AtwoB are as described in Item 5 – above and are not based upon the capital appreciation of the funds or securities held by any Client.

AtwoB does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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AtwoB provides investment advisory services to individuals, high net worth individuals, Plan Sponsors, and charitable organizations. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. AtwoB generally requires a minimum relationship size of \$100,000 to effectively implement its investment process.

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

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### **A. Methods of Analysis**

AtwoB primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from AtwoB are derived from numerous sources, including financial media companies, third-party research materials, internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, AtwoB generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. AtwoB will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, AtwoB may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

### **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. AtwoB will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8.A. for risks associated with the Advisor's investment strategies as well as general risks of investing.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's strategies:

#### Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

#### Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

#### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

#### Item 9 – Disciplinary Information

**There are no legal, regulatory or disciplinary events involving AtwoB or its Supervised Persons.** AtwoB and its Supervised Persons value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 172961.

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

##### Accounting and Tax Services

The Advisor may also assist Clients in accounting and the preparation of federal and state tax returns. The cost for these services are not included in the Advisor's fees described in Item 5. The Advisor receives minimal income derived from accounting and tax preparation services. Clients are under no obligation to engage the Advisor for accounting or tax preparation services.

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

##### **A. Code of Ethics**

AtwoB has implemented a Code of Ethics (the "Code") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with AtwoB ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. AtwoB and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of AtwoB associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (914) 302-3233.

##### **B. Personal Trading with Material Interest**

AtwoB allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. AtwoB does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. AtwoB does not have a material interest in any securities traded in Client accounts.

##### **C. Personal Trading in Same Securities as Clients**

AtwoB allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and

procedures. As noted above, we have adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of AtwoB may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by AtwoB requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”). We have also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

While AtwoB allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades may be aggregated with Client orders or traded afterwards.

**At no time will AtwoB, or any Supervised Person of AtwoB, transact in any security to the detriment of any Client.**

### **Item 12 – Brokerage Practices**

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#### **A. Recommendation of Custodian[s]**

AtwoB does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize AtwoB to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, AtwoB does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where AtwoB does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by AtwoB. Factors which AtwoB considers in recommending the Custodian include the respective financial strength, reputation, execution, pricing, research services, and/or the location of the Custodian's offices. AtwoB will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. (“Schwab”), where the Advisor maintains an institutional relationship. Schwab may enable the Advisor to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by Schwab may be higher or lower than those charged by other financial institutions. AtwoB maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. AtwoB does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. AtwoB maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

**2. Brokerage Referrals** - AtwoB does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a “directed brokerage basis”, where AtwoB will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). AtwoB will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. AtwoB will execute its transactions through the Custodian as directed by the Client. AtwoB may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by an Advisory Person of AtwoB. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A. above, each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify AtwoB if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

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### **A. Compensation Received by AtwoB**

AtwoB is a fee-only advisory firm, who, in all circumstances, is compensated solely by the Client. AtwoB does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. AtwoB may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, AtwoB may receive referrals of new Clients from a third-party.

### Participation in Institutional Advisor Platform

AtwoB has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like AtwoB. As a registered investment advisor participating on the Schwab Advisor Services platform, AtwoB receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be

able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services to AtwoB that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. AtwoB believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

## **B. Client Referrals from Solicitors**

AtwoB does not engage paid solicitors for Client referrals.

### **Item 15 – Custody**

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AtwoB does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct AtwoB to utilize the Custodian for the Client's security transactions. AtwoB encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

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

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AtwoB generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by AtwoB. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an agreement containing all applicable limitations to such authority. All discretionary trades made by AtwoB will be in accordance with each Client's investment objectives and goals.

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

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AtwoB does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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

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Neither AtwoB, nor its management, have any adverse financial situations that would reasonably impair the ability of AtwoB to meet all obligations to its Clients. Neither AtwoB, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. AtwoB is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$500 or more for services to be performed six months or more in advance.



## **Form ADV Part 2B – Brochure Supplement**

**for**

**Richard Todd Rebori, CFA  
Principal**

**Effective: March 19, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Richard T. Rebori (CRD# **4707220**) in addition to the information contained in the Point B Planning, LLC d/b/a AtwoB (“AtwoB” or the “Advisor”) (CRD # 172961) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the AtwoB Disclosure Brochure or this Brochure Supplement, please contact us at (914) 302-3233

Additional information about Mr. Rebori is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4707220.

## Item 2 – Educational Background and Business Experience

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Richard T. Rebori, CFA, born in 1979, is dedicated to advising Clients of AtwoB in his role as its President. Mr. Rebori earned a BBA in Finance from University of Notre Dame in 2001. Additional information regarding Mr. Rebori's employment history is included below.

### Employment History:

Principal, Point B Planning, LLC d/b/a AtwoB	08/2014 to Present
Chief Investment Officer, Clarfeld Financial Advisors, LLC	03/2008 to 05/2014
Vice President, Brown Brothers Harriman & Co.	08/2002 to 02/2008

### Chartered Financial Analyst ("CFA")

The Chartered Financial Analyst ("CFA") charter is a professional designation established in 1962 and awarded by CFA Institute. To earn the CFA charter, candidates must pass three sequential, six-hour examinations over two to four years. The three levels of the CFA Program test a wide range of investment topics, including ethical and professional standards, fixed-income analysis, alternative and derivative investments, and portfolio management and wealth planning. In addition, CFA charterholders must have at least four years of acceptable professional experience in the investment decision-making process and must commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct.

## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Rebori.*** Mr. Rebori has never been involved in any regulatory, civil or criminal action. There have been no Client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Rebori. Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Rebori.*** However, we do encourage you to independently view the background of Mr. Rebori on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or Individual CRD# 4707220.

## Item 4 – Other Business Activities

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Mr. Rebori is dedicated to the investment advisory activities of AtwoB's Clients. Mr. Rebori does not have any other business activities.

## Item 5 – Additional Compensation

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Mr. Rebori is dedicated to the investment advisory activities of AtwoB's Clients. Mr. Rebori does not receive any additional forms of compensation.

## Item 6 – Supervision

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Mr. Rebori serves as the President of AtwoB and is supervised by Jeffrey Wund, the Chief Compliance Officer. Mr. Wund can be reached at (914) 302-3233. AtwoB has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of AtwoB. Further, AtwoB is subject to regulatory oversight by various agencies. These agencies require registration by AtwoB and its Supervised Persons. As a registered entity, AtwoB is subject to examinations by regulators, which may be announced or unannounced. AtwoB is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.





## **Form ADV Part 2B – Brochure Supplement**

**for**

**Michael Tom, CFA, CFP®  
Principal**

**Effective: March 19, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Michael Tom (CRD# **2963123**) in addition to the information contained in the Point B Planning, LLC d/b/a AtwoB (“AtwoB” or the “Advisor”) (CRD # 172961) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the AtwoB Disclosure Brochure or this Brochure Supplement, please contact us at (914) 302-3233.

Additional information about Mr. Tom is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 2963123.

## Item 2 – Educational Background and Business Experience

Michael Tom, CFA, CFP®, born in 1976 is dedicated to advising Clients of AtwoB in his role as a Principal. Mr. Tom earned a Bachelors Degree in Finance from Pace University in 1998. Additional information regarding Mr. Tom's employment history is included below.

### Employment History:

Principal, Point B Planning, LLC d/b/a AtwoB	06/2015 to Present
Tax Preparer, Reineke Tax Services	02/2015 to 04/2015 01/2013 to 04/2013
Director of Investment Operations and Investment Counselor, The Colony Group	01/2014 to 02/2015
Director of Financial Planning, Conrad Capital Management	07/2013 to 12/2013
Director of Portfolio Management, Clarfeld Financial Advisors, LLC	11/1998 to 10/2012

### Chartered Financial Analyst ("CFA")

The Chartered Financial Analyst ("CFA") charter is a professional designation established in 1962 and awarded by CFA Institute. To earn the CFA charter, candidates must pass three sequential, six-hour examinations over two to four years. The three levels of the CFA Program test a wide range of investment topics, including ethical and professional standards, fixed-income analysis, alternative and derivative investments, and portfolio management and wealth planning. In addition, CFA charterholders must have at least four years of acceptable professional experience in the investment decision-making process and must commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct.

### Certified Financial Planner™ ("CFP®")

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 71,000 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 3 – Disciplinary Information**

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Tom.*** Mr. Tom has never been involved in any regulatory, civil or criminal action. There have been no Client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Tom.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Tom.***

However, we do encourage you to independently view the background of Mr. Tom on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or Individual CRD# 2963123.

### **Item 4 – Other Business Activities**

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Mr. Tom is dedicated to the investment advisory activities of AtwoB's Clients. Mr. Tom does not have any other business activities.

### **Item 5 – Additional Compensation**

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Mr. Tom is dedicated to the investment advisory activities of AtwoB's Clients. Mr. Tom does not receive any additional forms of compensation.

### **Item 6 – Supervision**

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Mr. Tom serves as the Principal of AtwoB and is supervised by Jeffrey Wund, the Chief Compliance Officer. Mr. Wund can be reached at (914) 302-3233. AtwoB has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of AtwoB. Further, AtwoB is subject to regulatory oversight by various agencies. These agencies require registration by AtwoB and its Supervised Persons. As a registered entity, AtwoB is subject to examinations by regulators, which may be announced or unannounced. AtwoB is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.



## **Form ADV Part 2B – Brochure Supplement**

**for**

**Jeffrey S. Wund  
Principal & Chief Compliance Officer**

**Effective: March 19, 2019**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Jeffrey S. Wund (CRD# 3265536) in addition to the information contained in the Point B Planning, LLC d/b/a AtwoB (“AtwoB” or the “Advisor”, CRD# 172961) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the AtwoB Disclosure Brochure or this Brochure Supplement, please contact us at (914) 302-3233.

Additional information about Mr. Wund is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 3265536.

## Item 2 – Educational Background and Business Experience

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Jeffrey S. Wund, born in 1976, is dedicated to advising Clients of AtwoB as a Principal & Chief Compliance Officer (“CCO”). Mr. Wund earned a Corporate Finance and Investment Management degree from University of Alabama in 1999. Additional information regarding Mr. Wund’s employment history is included below.

### Employment History:

Principal & Chief Compliance Officer, Point B Planning, LLC d/b/a AtwoB	04/2018 to Present
COO & CCO, Blue WaterAdvisors	04/2014 to 12/2017
Director of Operations, CCO, & Wealth Manager, Prosper Advisors	02/2003 to 10/2013

## Item 3 – Disciplinary Information

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**There are no legal, civil or disciplinary events to disclose regarding Mr. Wund.** Mr. Wund has never been involved in any regulatory, civil or criminal action. There have been no Client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Wund.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. **As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Wund.**

However, we do encourage you to independently view the background of Mr. Wund on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6169849.

## Item 4 – Other Business Activities

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Mr. Wund is dedicated to the investment advisory activities of AtwoB’s Clients. Mr. Wund does not have any other business activities.

## Item 5 – Additional Compensation

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Mr. Wund is dedicated to the investment advisory activities of AtwoB’s Clients. Mr. Wund does not receive any additional forms of compensation.

## Item 6 – Supervision

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Mr. Wund serves as the Principal & Chief Compliance Officer of AtwoB. Mr. Wund can be reached at (914) 302-3233.

AtwoB has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of AtwoB. Further, AtwoB is subject to regulatory oversight by various agencies. These agencies require registration by AtwoB and its Supervised Persons. As a registered entity, AtwoB is subject to examinations by regulators, which may be announced or unannounced. AtwoB is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## Privacy Policy

Effective: April 5, 2019

### Our Commitment to You

Point B Planning, LLC d/b/a AtwoB (“AtwoB” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. AtwoB (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

AtwoB does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Driver’s License	Date of Birth
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> AtwoB does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where AtwoB or the Client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> AtwoB does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (914) 302-3233.