



## **Blueprint 360 LLC**

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

**Effective: January 16, 2018**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Blueprint 360 LLC (“Blueprint 360” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (832) 736-7402.

Blueprint 360 is a registered investment advisor located in the State of Texas. 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 about Blueprint 360 to assist you in determining whether to retain the Advisor.

Additional information about Blueprint 360 and its advisory persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 292136.

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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 personnel of Blueprint 360. For convenience, we have combined these documents into a single disclosure document.

Blueprint 360 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. Blueprint 360 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

Blueprint 360 is a newly formed registered investment advisor. This is the initial filing of the Disclosure Brochure.

### 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.

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 for our firm name or by our CRD# 292136. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (832) 736-7402.

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## Item 4 – Advisory Services

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### **A. Firm Information**

Blueprint 360 LLC (“Blueprint 360” or the “Advisor”) is a registered investment advisor located in the State of Texas, which is organized as a Limited Liability Company (LLC) under the laws of the State of Texas. Blueprint 360 was founded in January 2018, and is owned and operated by Charles C. Adi (Principal & Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Blueprint 360.

### **B. Advisory Services Offered**

Blueprint 360 offers investment advisory services to individuals, high net worth individuals, trusts, estates, corporations and businesses in the State of Texas and other states (each referred to as a “Client”).

#### Financial Planning Services

Blueprint 360 offers three levels of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. The three levels of service are Comprehensive, Consultative, and Discovery, as described below.

- Comprehensive
  - Clients who desire the highest level of personal attention while developing and implementing a financial plan that seeks to achieve the Client’s goals.
  - Typically for Clients with investable assets of \$1,000,000 or more.
- Consultative
  - Clients who want a strategic financial plan with semi-annual progress meetings.
  - Typically for Clients with investable assets between \$250,000 and \$1,000,000.
- Discovery
  - Clients who are new to the financial planning process and want to evaluate their progress annually.
  - Typically for Clients with investable assets under \$250,000.

The services are tailored to the Client’s financial situation, depending on their goals, objectives and financial condition. This planning or consulting encompasses one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings and other areas of a Client’s financial situation. These services will usually include general recommendations for a course of activity. 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. Blueprint 360 may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation.

Financial planning and consulting recommendations may pose a 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 effect the transaction through the Advisor.

#### Investment Management Services

Blueprint 360 provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Blueprint 360 works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. Blueprint 360 will implement the investment strategy with its internal management and/or the use of unaffiliated money managers’ investment platforms (as described below).

Blueprint 360 customizes its investment management services for its Clients. Portfolios are primarily constructed using low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may retain certain types of investments based on a Client’s legacy portfolio construction.

Blueprint 360’s investment strategy is 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. Blueprint 360 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.

Blueprint 360 evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Blueprint 360 may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Blueprint 360 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. Blueprint 360 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.

At no time will Blueprint 360 accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated brokerage account, pursuant to the Client investment advisory agreement. Please see Item 12 – Brokerage Practices.

#### Seminars

Blueprint 360 holds seminars and workshops to educate the public on different types of investments and the different services offer. The seminars are educational in nature and no specific investment or tax advice is given. Blueprint 360 also offers financial literacy workshops on of behalf Business and other Investment Advisory firms for a fee.

### **C. Client Account Management**

Prior to engaging Blueprint 360 to provide investment 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 – Blueprint 360, in connection with the Client, may develop a strategy that seeks to achieve the Client’s goals and destinations. The strategy is designed to address the Client’s personal goals, investment goals, and both long-term and short-term objectives.
- Asset Allocation – Blueprint 360 will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – Blueprint 360 will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Blueprint 360 will provide investment management and ongoing oversight of the Client’s investment portfolio.

### **D. Wrap Fee Programs**

Blueprint 360 does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Blueprint 360.

## E. Assets Under Management

Blueprint 360 is a newly established advisor. Assets under management shall be reported following the Advisor's December 31, 2018 fiscal year end. Clients may request more current information at any time by contacting the Advisor.

## Item 5 – Fees and Compensation

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

### A. Fees for Advisory Services

#### Financial Planning Services

Blueprint 360 offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly engagements are up to \$150 per hour. Clients will be provided with an estimated plan fee based on the number of estimated hours needed to complete the scope of service(s). Hourly fees are due upon presentation of the financial plan. Blueprint 360 also offers financial planning services for a fixed annual fee ranging from \$600 to \$3,600. Typically, the fixed fees are as follow:

- Discovery level services are \$600 to \$1,200 a year;
- Consultative level services are \$1,200 to \$2,400 a year; and
- Comprehensive level services are \$2,400 to \$3,600 a year.

Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total costs will be determined prior to establishing the advisory relationship.

#### Investment Management Services

Investment advisory fees are paid quarterly in advance pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees are based on the following schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
Up to \$250,000	1.25%
\$250,001 to \$750,000	1.10%
\$750,001 to \$1,000,000	0.90%
\$1,000,001 and up	0.75%

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the 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 Blueprint 360 will be independently valued by the designated Custodian. Blueprint 360 will not have the authority or responsibility to value portfolio securities.

Blueprint 360 has the discretion to combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### Seminars

Blueprint 360 offers seminars for a fixed fee ranging from \$250 to \$1,000. The fee varies based on the topic and length of the seminar. The fees are billed at the time attendees sign up for the seminar. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. Discounts are provided to non-profit organizations.

### **B. Fee Billing**

#### Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s].

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] by 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 beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Blueprint 360 at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor will 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 Blueprint 360 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.

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

Clients may incur certain fees or charges imposed by third parties, other than Blueprint 360, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the Custodian and executing broker-dealer. The fees charged by Blueprint 360 are separate and distinct from these custodial and execution fees.

In addition, all fees paid to Blueprint 360 for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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 could invest in these products directly, without the services of Blueprint 360, but would not receive the services provided by Blueprint 360 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 Blueprint 360 to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

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

#### Financial Planning Services

Blueprint 360 requires an advance deposit as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, but before the delivery of the plan, the client will forfeit the first half of the payment submitted. The first half of the payment will be considered earned fees due to Blueprint 360.

### Investment Management Services

Blueprint 360 is compensated for its services in advance of the quarter in which 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 terminate the investment 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. 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 investment advisory agreement with the Advisor is non-transferable without the Client's prior approval.

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

Blueprint 360 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.

Charles Adi is also licensed as an independent insurance professional. As an independent insurance professional, Charles Adi may earn commission-based compensation for selling insurance products, including insurance products he sells to you. Insurance commissions earned by Mr. Adi are separate and in addition to our advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. This conflict is mitigated by the fact that as a Certified Financial Planner Mr. Adi has a fiduciary responsibility to place the best interest of the client first and the clients are not required to purchase any products from him. Clients have the option to purchase these products through another insurance agent of their choosing.

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

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Blueprint 360 does not charge performance-based fees for its investment advisory services. The fees charged by Blueprint 360 are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

Blueprint 360 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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Blueprint 360 offers investment advisory services to individuals, high net worth individuals, trusts, estates, corporations and businesses in the State of Texas and other states. The number of each type of Client is available on Blueprint 360's Form ADV Part 1A. These numbers may change over time and are updated at least annually by the Advisor. Blueprint 360 generally does not impose a minimum account size for establishing a relationship.

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

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

Research and analysis from Blueprint 360 is 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.

Blueprint 360 primarily employs a fundamental analysis method in developing investment strategies for its Clients. Technical analysis may also be utilized when deemed appropriate to achieve a client's specific goal.



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".

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Blueprint 360 will be able to accurately predict such a reoccurrence.

As noted in Item 4 above, Blueprint 360 generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Blueprint 360 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, Blueprint 360 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. Blueprint 360 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.

While the methods of analysis help 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 these methods of 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".

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. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the 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.

#### 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.

#### ETF Risks

The performance of ETFs are 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.

#### Mutual Fund Risks

The performance of mutual funds are 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.

**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

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**There are no legal, regulatory or disciplinary events involving Blueprint 360 or any of its management persons.** Blueprint 360 values 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 on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD# 292136.

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

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#### Insurance Agency Affiliations

Charles Adi is also licensed as an independent insurance professional. As an independent insurance professional, Charles Adi may earn commission-based compensation for selling insurance products, including insurance products he sells to you. Insurance commissions earned by Mr. Adi are separate and in addition to our advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. This conflict is mitigated by the fact that as a Certified Financial Planner Mr. Adi has a fiduciary responsibility to place the best interest of the client first and the clients are not required to purchase any products from him. Clients have the option to purchase these products through another insurance agent of their choosing.

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

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

Blueprint 360 has implemented a Code of Ethics (the “Code”) that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Blueprint 360 (our “Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Blueprint 360 and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Blueprint 360’s Supervised Persons 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, please contact us at (832) 736-7402.

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

Blueprint 360 allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Blueprint 360 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. Blueprint 360 does not have a material interest in any securities traded in Client accounts.

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

Blueprint 360 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 conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons 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 Blueprint 360 requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. 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 Blueprint 360 allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Blueprint 360, or any Supervised Person of Blueprint 360, transact in any security to the detriment of any Client.**

## Item 12 – Brokerage Practices

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### A. Recommendation of Custodian[s]

Blueprint 360 does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services. The Client will select the broker-dealer or custodian (herein the "Custodian") to safeguard Client assets and authorize Blueprint 360 to direct trades to this Custodian as agreed in the investment advisory agreement. Further, Blueprint 360 does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Blueprint 360 does not exercise discretion over the selection of the Custodian, it may recommend a Custodian[s] to Clients for execution and/or custodial services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a broker not recommended by Blueprint 360.

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **Blueprint 360 does not participate in soft dollar programs sponsored or offered by any broker-dealer. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14.**

**2. Brokerage Referrals** - Blueprint 360 does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Blueprint 360 will place trades within the established account[s] at the custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. 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]). In selecting the Custodian, Blueprint 360 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 designated 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 broker. Blueprint 360 will execute its transactions through an unaffiliated broker-dealer selected by the Client. Blueprint 360 may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts in the same trading day. 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 any particular Client accounts.

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## **Item 13 – Review of Accounts**

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

Securities in Client accounts are monitored on a regular and continuous basis by Charles Adi, Principal & Chief Compliance Officer of Blueprint 360. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

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

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. 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. The Client is encouraged to notify Blueprint 360 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. Reviews may be conducted more or less frequently at the Client's request.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the trustee or 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.

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

### **A. Compensation Received by Blueprint 360**

Blueprint 360 is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Blueprint 360 does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Blueprint 360 may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Blueprint 360 may receive non-compensated referrals of new Clients from various third-parties.

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

Blueprint 360 does not engage paid solicitors for Client referrals.

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## **Item 15 – Custody**

Blueprint 360 does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. 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 Blueprint 360 to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Blueprint 360 to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

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## **Item 16 – Investment Discretion**

Blueprint 360 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 Blueprint 360. 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 investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Blueprint 360 will be in accordance with each Client's investment objectives and goals.

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

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Blueprint 360 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.

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## **Item 18 – Financial Information**

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Neither Blueprint 360, nor its management, have any adverse financial situations that would reasonably impair the ability of Blueprint 360 to meet all obligations to its Clients. Neither Blueprint 360, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. Blueprint 360 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.

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## **Item 19 – Requirements for State Registered Advisors**

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### **A. Educational Background and Business Experience of Principal Officer**

The Principal Officer of Blueprint 360 is Charles Adi. Information regarding the formal education and background of Charles Adi is included in Item 2 of Part 2B below.

### **B. Other Business Activities of Principal Officer**

Charles Adi has additional business activities that are detailed in “Item 10 - Other Financial Activities and Affiliations”.

### **C. Performance Fee Calculations**

Blueprint 360 does not charge performance-based fees for its investment advisory services. The fees charged by Blueprint 360 are as described in “Item 5 – Fees and Compensation” above and are not based upon the capital appreciation of the funds or securities held by any Client.

### **D. Disciplinary Information**

***There are no legal, civil or disciplinary events to disclose regarding Blueprint 360 or Charles Adi.*** Neither Blueprint 360 nor Charles Adi have ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Blueprint 360 or Charles Adi.

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 Blueprint 360 or Charles Adi.

### **E. Material Relationships with Issuers of Securities**

Neither Blueprint 360 nor Charles Adi have any relationships or arrangements with issuers of securities.





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

**for**

**Charles C. Adi, CFP®  
Principal & Chief Compliance Officer**

**Effective: January 16, 2018**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Charles C. Adi (CRD# 5771158) in addition to the information contained in the Blueprint 360 LLC (“Blueprint 360” or the “Advisor”, CRD# 292136) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Blueprint 360 Disclosure Brochure or this Brochure Supplement, please contact us at (832) 736-7402.

Additional information about Mr. Adi 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# 5771158.

## Item 2 – Educational Background and Business Experience

Charles C. Adi, CFP® born in 1984, is dedicated to advising Clients of Blueprint 360 as the Principal & Chief Compliance Officer. Mr. Adi earned a Bachelors of Science in Accounting from Louisiana State University in 2007. Additional information regarding Mr. Adi's employment history is included below.

### Employment History:

Principal & Chief Compliance Officer, Blueprint 360 LLC	01/2018 to Present
Agent, Penn Mutual Life Insurance Co.	05/2010 to Present
Registered Representative, Hornor Townsend & Kent Inc.	05/2010 to 02/2018
Auditor, Price Waterhouse Coopers	09/2007 to 04/2010

Mr. Adi received the Certified Financial Planner professional designation in 2016.

### 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 62,000 individuals have obtained CFP® certification in the United States.

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

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP® Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP® Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination, administered in 10 hours over a two-day period, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.



CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP® Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

### **Item 3 – Disciplinary Information**

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Adi.*** Mr. Adi 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. Adi.

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. Adi.***

However, we do encourage you to independently view the background of Mr. Adi 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# 5771158.

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

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#### **Insurance Agency Affiliations**

Mr. Adi is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Mr. Adi's role with Blueprint 360. As an insurance professional, Mr. Adi may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Adi is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular financial planning or advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Adi or the Advisor.

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

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Mr. Adi has additional business activities that are detailed in Item 4 above.

### **Item 6 – Supervision**

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Mr. Adi serves as the Principal and Chief Compliance Officer of Blueprint 360. Mr. Adi can be reached at (832) 736-7402.

Blueprint 360 has implemented a Code of Ethics and internal compliance that guide each Supervised Person in meeting their fiduciary obligations to Clients of Blueprint 360. Further, Blueprint 360 is subject to regulatory oversight by various agencies. These agencies require registration by Blueprint 360 and its Supervised Persons. As a registered entity, Blueprint 360 is subject to examinations by regulators, which may be announced or unannounced. Blueprint 360 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.

### **Item 7 – Requirements for State Registered Advisors**

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Mr. Adi does not have any additional information to disclose.

## Privacy Policy

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Effective: January 16, 2018

### Our Commitment to You

Blueprint 360 LLC (“Blueprint 360” 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. Blueprint 360 (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.

Blueprint 360 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?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
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?
<p><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.</p>	Yes	No
<p><b>Marketing Purposes</b> Blueprint 360 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 Blueprint 360 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></p>	No	Not Shared
<p><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).</p>	Yes	Yes
<p><b>Information About Former Clients</b> Blueprint 360 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.</p>	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 alters 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 (832) 736-7402.