Nickelplate Financial LLC
Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of Nickelplate Financial LLC. If you have any questions about the contents of this brochure, please contact us at (330) 526-8037 or by email at: ryan@nickelplatefinancial.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Nickelplate Financial LLC is also available on the SEC's website atwww.adviserinfo.sec.gov*. Nickelplate Financial LLC's CRD number is:* 284347.

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Registration does not imply a certain level of skill or training.

Version Date: 12/01/2020

Item 2: Material Changes

The material changes in this brochure from the last annual updating amendment of Nickelplate Financial LLC on 03/13/2020 are described below. Material changes relate to Nickelplate Financial LLC's policies, practices or conflicts of interests.

- Nickelplate Financial LLC has updated primary office address (Front Page).
  Nickelplate Financial LLC has added a new **3(21) Adviser" Program Services (Item 4 & 5).**

Item 3: Table of Contents

Item 4: Advisory Business

A. Description of the Advisory Firm

Nickelplate Financial LLC (hereinafter "NPF") is a Limited Liability Company. The firm was formed in June 2016, and the principal owner is Ryan Grant Armstrong.

B. Types of Advisory Services

Portfolio Management Services

NPF offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. NPF creates an Investment Policy Statement for each client, which outlines the client's current situation (income, tax levels, and risk tolerance levels). Portfolio management services include, but are not limited to, the following:

- Investment strategy
- Asset allocation
- Risk tolerance
- Personal investment policy
- Asset selection
- Regular portfolio monitoring

NPF evaluates the current investments of each client with respect to their risk tolerance levels and time horizon. NPF will request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction. Risk tolerance levels are documented in the Investment Policy Statement, which is given to each client.

NPF seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of NPF's economic, investment or other financial interests. To meet its fiduciary obligations, NPF attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, NPF's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is NPF's policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis over time.

3(21) Adviser" Program Services

NPF, is pleased to have the opportunity to provide our "3(21) Adviser" Program Services (the "Services") to your Plan. To receive the Services, please complete the following information, sign as indicated below, and retain a copy of this "3(21) Adviser Program Services Agreement," which includes the attached Terms and Conditions (the "Agreement") for your records.

The “3(21) Adviser” Program Services Include:

• NPF reviews the investment options your Recordkeeper makes available to your Plan and provides a selected list of investment options ("Select List") that you may use to assist you in determining your Plan's investment line-up. The Select List will recommend one or more “qualified default investment alternatives” (or “QDIAs”) that you may select for your Plan’s line-up. Once you select your Plan’s investment line-up, the Plan's participants may select from among the Plan's selected investment line-up in determining how to invest their individual account balances, and with respect to the QDIA, if any participants in your Plan fail to direct how to invest some or all of their account balances under the Plan, such amounts may be invested in the QDIA selected for your Plan, subject to your Plan’s terms. For the avoidance of doubt, if you elect to include in your Plan’s line-up any investment option that is not on the Select List or designate any investment option as a QDIA that is not recommended as such, NPF accepts no fiduciary responsibility for such investment option or QDIA designation.

• NPF reviews the Select List and Investment Option Menu at least quarterly and recommends

changes from time to time (e.g., adding, deleting or replacing investment options).

• NPF provides you with additional alerts or other notices about the investment options on the

Select List and/or Investment Option Menu as appropriate from time to time. We are an investment adviser registered with the State of Ohio and will remain so registered during the term of this Agreement. If your plan is covered by ERISA, we acknowledge that we will be a "fiduciary" as that term is defined by section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to the Plan to the extent of our responsibilities under this Agreement. As a fiduciary to the Plan, we will provide the Services at all times in good faith, and will use reasonable care, consistent with industry practices of similarly situated advisers, and in accordance with ERISA Standards. If your Plan is not subject to ERISA, you agree and acknowledge that, in performing the Services, NPF is entitled to rely on ERISA Standards and is not required to comply with law applicable to the Plan to the extent different from or not consistent with ERISA Standards. You acknowledge and agree that NPF will not be liable to you or your Plan or any other person for failure to comply with any law applicable to the Plan to the extent it is different from or not consistent with ERISA Standards. “ERISA Standards” means the standard of care and other requirements generally applicable to services provided to a plan subject to ERISA and regulations thereunder issued by the United States Department of Labor, from time to time. As a fiduciary subject to ERISA, NPF shall carry out its duties under this Agreement with the degree of care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person rendering similar services as an investment adviser would exercise under similar circumstances. We do not accept fiduciary or other responsibility for investments that are not on the

Select List including, but not limited to, securities issued by Sponsor (or issued by the employer of the participants of the Plan, if different from Sponsor, or by such employer's affiliate) ("Company Stock") and self-directed brokerage accounts that allow participants in your Plan to select investments such as stocks, bonds, and mutual funds that are not offered by the Plan as an option on its investment line-up for investing all or a portion of the participant's assets that are part of the Plan ("Self-Directed Brokerage Accounts"). Therefore, if you elect to include in your Plan's line-up any Company Stock, Self-Directed Brokerage Accounts or any other investment option including QDIA that is not on the Select List, NPF accepts no fiduciary responsibility with respect to such investment options. In providing the Services, our authority and responsibility is limited solely to providing analysis and recommendations and this Agreement does not provide any discretionary power or authority to NPF. You retain absolute discretion and responsibility for determining your Plan's investment line-up and determining what action if any to take with respect to any analysis, report or recommendation that we may provide. We undertake to select and monitor the Investment Option Menu for Plans receiving our Services but we do not modify the Investment Option Menu to reflect your Plan's individual features. As Plan Fiduciary, you are responsible for selecting American Funds Retirement Plan Services (or its affiliates) as the Recordkeeper. You acknowledge that the investment universe available to the Plan may be limited by service arrangements of the Recordkeeper and/or your Plan's financial professional and may change from time to time as a result of actions by investment providers or other parties (including the Recordkeeper) that are not within our control. You further agree and acknowledge that our selection and monitoring of the Select List and Investment Option Menu will be subject to any limitations or changes in the investment universe generally made available to plans by the Recordkeeper, including any proprietary fund requirements (such as the requirement that a certain percentage of investment options must be sponsored by the Recordkeeper), regardless of whether the Recordkeeper has waived or modified such requirements for the Plan and that without such limitations our selection and monitoring of the Select List and Investment Option Menu would not necessarily be the same. We will rely on the Recordkeeper to timely communicate to you any changes to the available investment option universe, Select List and Investment Option Menu. Other communications to you will be posted on your plan website by the Recordkeeper (unless required by applicable law to be provided by other means). We will not be liable to the Plan or to you to the extent that such changes are not timely communicated or posted by the Recordkeeper. In the event that we are unable to fulfill our fiduciary responsibilities within the confines of any limitations or changes in the investment universe, we will terminate this Agreement as provided below.

Automatic Execution" Services

If you select the Investment Option Menu, you direct the Recordkeeper to (a) implement that Investment Option Menu as your Plan's investment line-up, and (b) change your Plan's investment line-up after notice to you and sufficient opportunity for you to object, if we recommend adding, deleting, or replacing one or more investment options, in accordance with the Recordkeeper's administrative procedures as communicated to you from time to time. You still retain absolute discretion and responsibility for determining your Plan's investment line-up and determining what action if any to take with respect to any analysis, report or recommendation that we may provide. If you elect a Select List, you must affirmatively direct the Recordkeeper to (a) implement the menu of investment options that you have chosen from the Select List or otherwise, and (b) change your Plan's investment menu if we recommend and you decide to replace one or more investment options that you have chosen from the Select List.

Plan Fiduciary Responsibilities

You are responsible for selecting an investment line-up for your Plan that meets the diversification guidelines set forth under section 404(c)(1) of ERISA. In addition, you acknowledge that you are responsible for and direct us, through the Recordkeeper, in connection with (i) the selection of the marketing tier and/or share class available to the Plan's participants with respect to each investment option in the Plan Lineup and (ii) selection of the broker-dealer to be used for trading of such investment options in the Plan Lineup; although such selections are reflected in our recommendations with respect to the investment options in the Plan Lineup, we have no involvement in such selections and, in each case, we do not accept fiduciary or any other responsibility for such selections. If your Plan's investment line-up includes an investment that is not or ceases to be part of the Select List, we will not accept fiduciary or other responsibility for that investment while it is not on the Select List.

You also agree and acknowledge that you are required to:

• create and adopt the Plan's written investment policy; it is your responsibility to create and adopt a written investment policy for your Plan. If it also your responsibility to periodically review and update the investment policy statement to ensure that it confirms to your Plan's requirements;

• provide all legally required notices and communications to the Plan's participants in accordance with applicable law and regulation; we do not have any responsibility to prepare or deliver any notices or other communications to the Plan's participants or to notify you that any such notices or communications are required;

• select, appoint, monitor, and remove all other service providers to the Plan including without limitation the Recordkeeper and the Plan's custodian or custodial trustee ("Custodian") and perform reasonable due diligence with respect to the services, credentials, and performance of the Recordkeeper, Custodian, and other service providers; we do not have any responsibility for the performance of the Recordkeeper or Custodian or any other service provider to the Plan, except to the extent described by the Services;

• instruct the Recordkeeper and if applicable, the Custodian, to cooperate in our delivery of the

Services; and to the extent that the Recordkeeper (or Custodian if applicable) does not cooperatein support of our delivery of Services, we will be relieved from our responsibility to deliver the Services;

• cause the Custodian to retain custody of the Plan's assets in accordance with ERISA and other applicable law; we shall not have custody of any Plan assets and shall have no responsibility or liability with respect to the collection, physical acquisition, possession or safekeeping of any assets of the Plan, all of which will be the sole obligation of the Custodian;

• maintain the Plan in compliance with the applicable qualification requirements of the Internal Revenue Code of 1986, as amended (the "Code") including, where applicable, receipt from the IRS of a favorable qualification letter; and

• provide us with any and all necessary and appropriate information as we may request from time to time in connection with our responsibilities and direct the Recordkeeper, the Custodian, any other consultants, actuaries, trustees, custodians, investment advisers and managers, and legal counsel to the Plan to provide us with any and all necessary and appropriate information in connection with our responsibilities under this Agreement; you agree that we may rely on and assume that all information provided to us by you, or Sponsor, Recordkeeper, the Custodian or any other consultants, actuaries, trustees, custodians, investment advisers and managers, and legal counsel to the Plan is true, accurate and complete.

Services Limited to Specific Types of Investments

NPF generally limits its investment advice to mutual funds, fixed income securities, insurance products including annuities, equities or ETFs. NPF may use other securities as well to help diversify a portfolio when applicable.

C. Client Tailored Services and Client Imposed Restrictions

NPF offers the same suite of services to all of its clients. However, specific client investment strategies and their implementation are dependent upon the client Investment Policy Statement which outlines each client’s current situation (income, tax levels, and risk tolerance levels). Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent NPF from properly servicing the client account, or if the restrictions would require NPF to deviate from its standard suite of services, NPF reserves the right to end the relationship.

D. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and other administrative fees. NPF does not participate in any wrap fee programs.

E. Assets Under Management

NPF has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
$6,800,000.00	$0.00	December 2019

Item 5: Fees and Compensation

A. Fee Schedule

Portfolio Management Fees

Total Assets Under Management	Annual Fees
$0 - $500,000	1.50%
$500,001 - $1,500,000	1.25%
$1,500,001 – And Up	1.00%

The advisory fee is calculated using the value of the assets on the last business day of the prior billing period.

Clients holding assets at American Funds are charged a flat annual fee of 0.50%.

These fees are generally negotiable and the final fee schedule is attached as Exhibit II of the Investment Advisory Contract. Clients may terminate the agreement without penalty for a full refund of NPF's fees within five business days of signing the Investment Advisory Contract. Thereafter, clients may terminate the Investment Advisory Contract generally with 10 days' written notice.

3(21) Adviser" Program Services Fees

Asset Level	Annual Fee
$0 – 500,000	.75%

$500,001 – 1,000,000	.65%
$1,000,001 – 1,500,000	.55%
$1,500,001 – 2,000,000	.45%

B. Payment of Fees

Payment of Portfolio Management Fees

Asset-based portfolio management fees are withdrawn directly from the client's accounts with client's written authorization on a monthly basis. Fees are paid in advance. Fees for American Funds are paid quarterly in arrears.

*Payment o*3(21) Adviser" Program Services Fees

Fees are withdrawn from client account with client authorization quarterly and in arrears.

C. Client Responsibility For Third Party Fees

Clients are responsible for the payment of all third party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by NPF. Please see Item 12 of this brochure regarding broker-dealer/custodian.

D. Prepayment of Fees

NPF collects fees in advance. Refunds for fees paid in advance will be returned within fourteen days to the client via check, or return deposit back into the client's account.

For all asset-based fees paid in advance, the fee refunded will be equal to the balance of the fees collected in advance minus the daily rate* times the number of days elapsed in the billing period up to and including the day of termination. (*The daily rate is calculated by dividing the annual asset-based fee rate by 365.)

E. Outside Compensation For the Sale of Securities to Clients

Neither NPF nor its supervised persons accept any compensation for the sale of investment products, including asset-based sales charges or service fees from the sale of mutual funds.

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

NPF does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

NPF generally provides advisory services to the following types of clients:

- Individuals
- High-Net-Worth Individuals

There is no account minimum for any of NPF's services.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

NPF's methods of analysis include Modern portfolio theory.

Modern portfolio theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset.

Investment Strategies

NPF uses long term trading.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved

Methods of Analysis

Modern portfolio theory assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Investment Strategies

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below are not guaranteed or insured by the FDIC or any other government agency.

Mutual Funds: Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond "fixed income" nature (lower risk) or stock "equity" nature.

Equity investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

Exchange Traded Funds (ETFs): An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance.

Annuities are a retirement product for those who may have the ability to pay a premium now and want to guarantee they receive certain monthly payments or a return on investment later in the future. Annuities are contracts issued by a life insurance company designed to meet requirement or other long-term goals. An annuity is not a life insurance policy. Variable annuities are designed to be long-term investments, to meet retirement and other long-range goals. Variable annuities are not suitable for meeting short-term goals because substantial taxes and insurance company charges may apply if you withdraw your money early. Variable annuities also involve investment risks, just as mutual funds do.

Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

A. Criminal or Civil Actions

There are no criminal or civil actions to report.

B. Administrative Proceedings

There are no administrative proceedings to report.

C. Self-regulatory Organization (SRO) Proceedings

There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither NPF nor its representatives are registered as, or have pending applications to become, a broker/dealer or a representative of a broker/dealer.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither NPF nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Ryan Grant Armstrong is the owner of TrashTiger Junk Removal, LLC.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

NPF does not utilize nor select third-party investment advisers. All assets are managed by NPF management.

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

A. Code of Ethics

NPF has a written Code of Ethics that covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. NPF's Code of Ethics is available free upon request to any client or prospective client.

B. Recommendations Involving Material Financial Interests

NPF does not recommend that clients buy or sell any security in which a related person to NPF or NPF has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of NPF may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of NPF to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. NPF will always document any transactions that could be construed as conflicts of interest and will never engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients' Securities

From time to time, representatives of NPF may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of NPF to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest; however, NPF will never engage in trading that operates to the client's disadvantage if representatives of NPF buy or sell securities at or around the same time as clients.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

Custodians/broker-dealers will be recommended based on NPF's duty to seek "best execution," which is the obligation to seek execution of securities transactions for a client on the most favorable terms for the client under the circumstances. Clients will not necessarily pay the lowest commission or commission equivalent, and NPF may also consider the market expertise and research access provided by the broker-dealer/custodian, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other resources provided by the brokers that may aid in NPF's research efforts. NPF will never charge a premium or commission on transactions, beyond the actual cost imposed by the broker-dealer/custodian.

NPF recommends Trade-PMR Inc., Member FINRA SIPC.

1. Research and Other Soft-Dollar Benefits

While NPF has no formal soft dollars program in which soft dollars are used to pay for third party services, NPF may receive research, products, or other services from custodians and broker-dealers in connection with client securities transactions ("soft dollar benefits"). NPF may enter into soft-dollar arrangements consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended. There can be no assurance that any particular client will benefit from soft dollar research, whether or not the client's transactions paid for it, and NPF does not seek to allocate benefits to client accounts proportionate to any soft dollar credits generated by the accounts. NPF benefits by not having to produce or pay for the research, products or services, and NPF will have an incentive to recommend a broker-dealer based on receiving research or services. Clients should be aware that NPF's acceptance of soft dollar benefits may result in higher commissions charged to the client.

2. *Brokerage for Client Referrals*

NPF receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

3. *Clients Directing Which Broker/Dealer/Custodian to Use*

NPF will require clients to use a specific broker-dealer to execute transactions. There is no conflict of interest, as the broker-dealer is not an affiliate or related person ofNPF. By directing brokerage, NPF may be unable to achieve most favorable execution of client transactions which could cost clients money in trade execution. Not all advisers require clients to use a particular broker-dealer.

B. Aggregating (Block) Trading for Multiple Client Accounts

If NPF buys or sells the same securities on behalf of more than one client, then it may (but would be under no obligation to) aggregate or bunch such securities in a single transaction for multiple clients in order to seek more favorable prices, lower brokerage commissions, or more efficient execution. In such case, NPF would place an aggregate order with the broker on behalf of all such clients in order to ensure fairness for all clients; provided, however, that trades would be reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. NPF would determine the appropriate number of shares and select the appropriate brokers consistent with its duty to seek best execution, except for those accounts with specific brokerage direction (if any).

Item 13: Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

All client accounts for NPF's advisory services provided on an ongoing basis are reviewed at least quarterly by Ryan G Armstrong, Owner and CEO, with regard to clients' respective investment policies and risk tolerance levels. All accounts at NPF are assigned to this reviewer.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

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

C. Content and Frequency of Regular Reports Provided to Clients

Each client of NPF's advisory services provided on an ongoing basis will receive a monthly report detailing the client's account, including assets held, asset value, and calculation of fees. This written report will come from the custodian.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

NPF does not receive any economic benefit, directly or indirectly from any third party for advice rendered to NPF's clients.

B. Compensation to Non – Advisory Personnel for Client Referrals

NPF does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

Client assets will be maintained by an unaffiliated, qualified custodian, such as a bank, broker/dealer (e.g., Trade-PMR, Inc.), mutual fund company, or transfer agent. Client assets are not held by NPF or any associate of NPF. Trade-PMR, Inc. acts as an introducing broker clearing on a fully-disclosed basis through First Clearing LLC., for NPF.

When advisory fees are deducted directly from client accounts at client's custodian, NPF will be deemed to have limited custody of client's assets. Clients will receive all account statements from the custodian and any billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy. Clients are urged to compare the account statements they received from custodian with any received from NPF.

Item 16: Investment Discretion

NPF provides discretionary and non-discretionary investment advisory services to clients. The Investment Advisory Contract established with each client sets forth the discretionary authority for trading. Where investment discretion has been granted, NPF generally manages the client's account and makes investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share.

Item 17: Voting Client Securities (Proxy Voting)

NPF will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

Item 18: Financial Information

A. Balance Sheet

NPF neither requires nor solicits prepayment of more than $500 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure.

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

Neither NPF nor its management has any financial condition that is likely to reasonably impair NPF's ability to meet contractual commitments to clients.

C. Bankruptcy Petitions in Previous Ten Years

NPF has not been the subject of a bankruptcy petition in the last ten years.

Item 19: Requirements For State Registered Advisers

A. Principal Executive Officers and Management Persons; Their Formal Education and Business Background

NPF currently has only one management person: Ryan Grant Armstrong. Education and business background can be found on the individual's Form ADV Part 2B brochure supplement.

B. Other Businesses in Which This Advisory Firm or its Personnel are Engaged and Time Spent on Those (If Any)

Other business activities for each relevant individual can be found on the Form ADV Part 2B brochure supplement for each such individual.

C. Calculation of Performance-Based Fees and Degree of Risk to Clients

NPF does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

D. Material Disciplinary Disclosures for Management Persons of this Firm

There are no civil, self-regulatory organization, or arbitration proceedings to report under this section.

E. Material Relationships That Management Persons Have With Issuers of Securities (If Any)

See Item 10.C and 11.B.