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# Accelar, Inc. DBA XoomFi Advisors

## DBA XoomFi Advisors

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## COMPLIANCE POLICIES AND PROCEDURES

*Adopted July 2023*

*A copy of this Compliance Manual is maintained in the Shared Drive and is accessible to each Supervised Person of XoomFi for reference. The Compliance Manual is the property of XoomFi, and its contents are confidential.*



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## COMPLIANCE POLICIES AND PROCEDURES

### I. INTRODUCTION

Accelar, Inc. DBA XoomFi Advisors (“XoomFi” or the “Firm”) Policies and Procedures Manual (“Manual”) has been developed and adopted to provide the Firm’s Supervised Persons with a knowledge of Rule 206(4)-7 and the Investment Advisers Act of 1940, as well as industry best practices. The Manual establishes written policies and procedures reasonably designed to preserve the firm’s position as a fiduciary and prevent violation of the Advisers Act and other applicable federal securities laws by the adviser or any of its Supervised Persons.

“**Supervised Person**” means directors, officers, partners (or other persons occupying a similar status or performing a similar function), or employees of XoomFi, or any other person who provides advice on behalf of XoomFi and is subject to XoomFi supervision and control. This Manual is designed as a permanent record that will be periodically reviewed and updated to reflect changes in the Firm’s practices and regulatory requirements, and their applicability to the policies and procedures of XoomFi.

XoomFi endeavors always to operate in conformity with federal and/or applicable state laws and to conduct its business in the highest ethical and professional manner. XoomFi principals believe that clients are best served when all its personnel are informed as to the legal, technical, and operational aspects of its business and have a solid working knowledge of practices and policies suited to achieve client objectives; enabling them to uphold the Firm’s position as a fiduciary and to comply with the law.

XoomFi Policies and Procedures Manual provides Supervised Persons with an awareness of the requirements of the laws, rules, and regulations governing investment adviser and agent activities. The Firm expects all Supervised Persons to be thoroughly familiar with the policies and procedures set forth in this Manual. In addition, the Manual was designed to ensure all aspects of the Firm’s operations meet and exceed those requirements. Adherence to the Firm’s Policies and Procedures will help achieve the goal of uniform compliance and support the Firm’s commitment to operating with the highest level of professional integrity.

Compliance policies and procedures are reviewed by the Chief Compliance Officer (“CCO”) annually. This review considers all compliance matters that arose during the year. Any deficiencies or conflicts of interest that may have surfaced are addressed, researched, resolved, and documented as part of this review. Policies and Procedures may be amended or updated as necessary. In addition, interim reviews may be necessary in response to significant compliance events or changes in business arrangements and regulatory developments.

The CCO’s responsibilities are identified throughout this Manual. However, any such responsibilities may be delegated to another employee of XoomFi or to an outsourced third-party.

This Manual is kept for easy reference on XoomFi shared drive. All Supervised Persons of XoomFi receive periodic compliance training. Suggestions for changes or additions are welcome. Kumar Shah has been designated XoomFi CCO.



## II. USE AND DISTRIBUTION OF COMPLIANCE MANUAL

This Manual is a fundamental component of XoomFi Compliance Program. It functions not merely as a reference manual, but as a living document; evolving as the Firm, the law and Securities and Exchange Commission (“SEC”) rules and regulations change. This Manual is a useful starting point when discussing Firm compliance; however, it is critical for all Supervised Persons to be aware of how compliance policy and procedure controls are applied in practice and knowledgeable regarding the efficacy of such procedures.

Each Supervised Person must:

- Be familiar with and understand the contents of the Manual.
- Retain a copy of the Manual for easy reference.
- Be aware the Manual is proprietary; refrain from removing it or copies of its content from the premises or from sharing the Manual with unauthorized third parties.
- Initially and upon any amendments, acknowledge, in writing, the receipt and understanding of the Manual.

*RESPONSIBLE PARTY: The CCO is responsible for updating and distributing the Firm’s Manual. See Appendix A for the acknowledgement form.*



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### III. ROLES AND RESPONSIBILITIES OF THE CCO

While all Supervised Persons are responsible for ensuring compliance with applicable law as well as company policies and procedures, the CCO is responsible for administering the Compliance Program. The CCO may delegate any of his responsibilities to appropriate designees as long as he remains primarily responsible for compliance oversight and administration.

Among the CCO's responsibilities are:

- Distributing copies of this Manual, any related policies and updates thereto;
- Obtaining written acknowledgments at least initially and upon any amendments from each Supervised Person that he or she has read and understands the procedures contained or referenced herein;
- Enforcing XoomFi's procedures, identifying and addressing violations and documenting any compliance issues that may arise, as appropriate; and
- Conducting or administering the "annual review" required by Advisers Act Rule 206(4)-7.

Other specific responsibilities of the CCO are detailed throughout this Manual.

#### A. Violations

XoomFi regards any violation of the policies and procedures contained or discussed in the Manual as a serious breach. Any Supervised Person who violates any element of the Firm's Compliance Program as described in this Manual may be subject to disciplinary action ranging from counseling to dismissal, depending on the nature and frequency of such violations. Supervised persons should also be aware that failure to comply with certain elements of the compliance program may constitute a violation of federal and/or state law and may subject them and XoomFi to criminal or civil liability.

The CCO is charged with investigating any potential violations, discussing such violations with any Supervised Person believed to have committed such a violation, and determining, in consultation with other members of senior management and legal counsel, an appropriate sanction. All Supervised Persons should inform the CCO of any violations of the procedures set forth herein of which they become aware, or if they have any reason to believe that XoomFi may not follow any of the laws, rules, policies or procedures described in the Manual. There will be no retaliation against employees for reporting violations (i.e. whistleblowing).

#### B. Compliance Questions

The Manual is not intended to provide a complete description of the legal and ethical obligations of XoomFi or its Supervised Persons, nor is it a complete expression of XoomFi compliance programs and cannot be relied upon as such. Situations may arise in which the proper course of conduct is not clear. Should you have any questions as to the extent to which this Manual covers any situation or whenever there is a question as to the interpretation of the Manual, the propriety of a particular course of conduct or the extent to which this Manual or any other XoomFi policy or procedure applies to you and/or your activities on behalf of XoomFi, you should contact the CCO. The CCO may also consult legal counsel for advice.

#### C. Annual Review

On at least an annual basis, the CCO will be responsible for administering an annual review, the purpose of which is to confirm compliance with regulations and consistency with the Firm's policies and procedures and disclosures. The review will include a risk assessment to assess overall risks, controls in place to mitigate the identified risks,



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responsible parties, and a map to the Firm's policies and procedures. The CCO may delegate elements of the annual review. The CCO will also report to the Firm's principals annually the results of the annual review, overview of significant changes, and summary of how the firm is responding to recent rules and regulations.

*RESPONSIBLE PARTY: The CCO is responsible for conducting the annual review, administering the compliance program, reviewing, and updating the Manual and all other areas related to compliance oversight.*



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#### IV. CONFLICT OF INTEREST POLICY

XoomFi has a fiduciary duty to manage conflicts of interest fairly. In essence, a conflict of interest is a situation in which a firm (or Supervised Person) finds itself in a position where its own interests conflict with the duty owed to its clients or, a situation in which XoomFi's duty to one Client conflicts with its duty to another. XoomFi seeks to identify any conflicts and potential conflicts faced from time to time and has developed this Conflicts of Interest Policy (along with the Code of Ethics) to mitigate and manage these conflicts. XoomFi strives to meet the highest standards of ethical and market practice in respect of the management of conflicts of interest and to act in the best interests of its clients. In that regard, XoomFi has the following practices and procedures in place.

##### A. Identification and Mitigation of Conflicts

For the purposes of identifying the types of conflict and potential conflicts that arise, XoomFi shall take into account whether the Firm, affiliates, or Supervised Persons:

- is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- has an interest in the outcome of a service provided to the Client or transaction carried out on behalf of the Client, which is distinct from the Client's interest in that outcome;
- has an incentive to favour the interest of another Client or group of Clients over the interests of a Client; or
- receives or will receive from a person other than the Client an inducement in relation to a service provided to the Client, in the form of remuneration, goods or services, that is not the standard commission or fee for that service.

Where possible, XoomFi seeks to organize its business activities, including external arrangements, in a way to avoid conflicts. Where XoomFi is not reasonably confident that the interests of a Client will be adequately protected, XoomFi shall disclose the general nature and/or sources of conflicts of interest to the Client before undertaking any business. As noted below, such disclosure will generally be made via Form ADV.

In addition to this Conflicts of Interest Policy, XoomFi has developed this detailed Manual and Code of Ethics both of which are designed to manage, control, detect and mitigate conflicts of interest, and provided herein. For example, such documents contain policies regarding email monitoring, requirements that Supervised Persons disclose and/or pre-clear certain gifts and outside business activities, restrictions on personal trading, management of material non-public information, as well as other detailed policies and procedures. Further, on at least an annual basis, all Supervised Persons receive formal training with respect to both conflicts of interest detection and prevention as part of the annual compliance training.

***If a Supervised Person has an actual or potential conflict of interest, he or she must promptly notify the CCO.***

##### B. Review of Conflicts

XoomFi monitors conflicts on an on-going basis through various aspects of its compliance monitoring program. In addition, as part of the Annual Review, Compliance will identify and document the key conflicts and potential conflicts XoomFi may encounter on a day-to-day basis and document these as part of the Annual Review. Such documentation will summarize the means by which XoomFi manages these conflicts. Such review will consider the following:

- The potential risk and/or conflicts;



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- A ranking that takes into consideration the likelihood of the risk occurring and then further, if the risk were to occur, the potential impact on the firm;
  - The relevant controls and/or written policy to mitigate the potential risk and/or conflict;
  - The person(s) responsible; and
  - If changes, the date of the change and reason.

#### C. Disclosure of Material Conflicts to Investors and Clients

As a registered investment adviser, XoomFi must properly disclose actual and potential material conflicts to investors and Clients. Generally, XoomFi accomplishes this through disclosing material conflicts of interest in the ADV, the offering memorandum, or through such other means as determined appropriate by the CCO. Generally, XoomFi will maintain internal memos to document and monitor conflicts on an as-needed basis.

*RESPONSIBLE PARTY: The CCO is responsible for reviewing and updating the risk and conflicts of the firm.*





## V. INVESTMENT ADVISERS ACT OF 1940

The Advisers Act is a federal law that supplements other federal statutes regulating the securities industry by requiring certain investment advisers to register with the SEC and comply with various rules. In general, an “investment adviser” under the Advisers Act is “any person who, for compensation, engages in the business of advising others, either directly or through publications or writings, as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or who for compensation and as part of a regular business, issues or promulgates analyses or reports concerning securities.”

Fundamental to the Advisers Act is the notion that an adviser is a fiduciary to its clients and, as a fiduciary, is obligated to avoid overreaching or taking unfair advantage of a client’s trust and to eliminate or disclose potential conflicts of interest. This fiduciary duty is not explicitly set forth in the Advisers Act or SEC rules or the result of an advisory contract (i.e., it cannot be negotiated away). Rather, an adviser is a fiduciary by operation of law because of the nature of the relationship between the adviser and its clients.

As a fiduciary, XoomFi owes its clients more than just honesty and good faith. XoomFi owes its utmost and exclusive loyalty to its clients, and it has a duty to place the interests of our clients above our own. Our fiduciary duty also includes but is not limited to: providing full and fair disclosure of all relevant facts and any potential or actual conflicts of interest, and seeking best execution absent overriding client direction.

### A. Anti-Fraud Provision of the Advisers Act

Section 206 of the Advisers Act, the anti-fraud provision, makes it unlawful for any investment adviser, using the mail system or any means or instrumentality of interstate commerce, to:

- employ any device, scheme, or artifice to defraud a client or prospective client;
- engage in any transaction, practice, or course of business which defrauds or deceives a client or prospective client;
- engage in principal transactions or engage in agency cross transactions, absent disclosure and consent; or
- engage in any fraudulent, deceptive, or manipulative act, practice, or course of business.

This Manual contains policies and procedures designed to assist XoomFi in preventing violations of the antifraud provision of the Advisers Act by the Firm and its Supervised Persons.

*RESPONSIBLE PARTY: All Supervised Persons of XoomFi are responsible for their understanding of the Investment Advisers Act and all other federal securities laws, as well as the procedures described within this Manual.*



## VI. INTERNET ADVISOR

XoomFi is registered with the U.S. Securities and Exchange Commission (“SEC”) as an Internet Adviser, under Rule 203A-2(e). In order to register as an internet adviser, XoomFi must provide advice exclusively through an interactive website. An interactive website is defined as a website that uses computer software-based models or applications to provide investment advice to clients based on personal information each client provides through this website. The rule is thus not available to advisers that merely use websites as marketing tools or that use Internet vehicles such as E-mail, chat rooms, bulletin boards, and webcasts or other electronic media in communicating with clients. XoomFi may provide advice to fewer than 15 clients through other means during a 12-month period. The following procedures have been implemented to substantiate the Firm’s registration as an internet adviser.

- Any advice provided directly to a client, either by email, phone call, or some other non-Internet means will be logged by the CCO to make certain it is not provided to more than 15 clients within a 12 month period.
- The CCO will maintain a client list of all clients where advice was exclusively provided through the interactive website.
- The CCO will keep records of licenses and or processes to support the use of an interactive website.
- Providing purely clerical assistance, technical help with using the website and educating clients on how the website works is not considered investment advice for such purposes noted above.

*RESPONSIBLE PARTY: The CCO or designee is responsible for maintaining the proper logs and records to support its registration as an internet adviser.*



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## VII. REGISTRATION AND FILINGS

XoomFi is a Registered Investment Adviser, registered with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940.

### A. Form ADV

XoomFi's fiscal year-end is December 31<sup>st</sup> and therefore the firm must update its ADV Part 1 and Part 2A within 90 days following December 31<sup>st</sup> of each year through the IARD system.

Form ADV instructions indicate that the firm's ADV Part 1 must also be amended:

- Promptly for any changes in Items 1,3,9 (except 9.A(2), 9.B(2), 9.E and 9.F), or 11 of Part 1A;
- Promptly for material changes in Items 4, 8 or 10 of Part 1A

Form ADV Part 2A and Form CRS must be amended promptly when *any* of the information becomes materially inaccurate. The summary of material changes and the assets under management are excluded from this requirement.

Form ADV Part 2B must be amended promptly when any of the information in response to Item 3 (Disciplinary Information) has been updated.

*RESPONSIBLE PARTY: The CCO is responsible for filing, updating, and reviewing the Firm's ADV.*

### B. State Notice Filing

Under the laws of the various states, an SEC-registered investment adviser is required to make periodic notice filings, including material amendments to XoomFi's Form ADV.

Generally, if XoomFi either maintains a place of business in, or has more than five (5) clients in a particular state, then it must notice file in that particular state. The following states require SEC-registered advisers to submit notice filing before taking on the first client who is a resident of that state: Texas, Nebraska, New Hampshire, and Louisiana. XoomFi's notice filings will be sent electronically to the states that are checked on Item 2.C. of Part 1A of Form ADV.

*RESPONSIBLE PARTY: The CCO is responsible for proper and timely state notice filings.*

### C. Investment Advisory Representatives

The term "**Investment Adviser Representative**" may vary from state to state, but generally an investment adviser representative is any individual who (i) makes recommendations or otherwise renders advice regarding securities, (ii) manages client accounts or portfolios, (iii) determines which securities recommendations or advice is given; (iv) solicits, offers, or negotiates for the sale of or sells investment advisory services, or (v) supervises employees who perform any of the foregoing.

*RESPONSIBLE PARTY: The CCO is responsible for reviewing all Supervised Personnel for appropriate IAR registrations.*



#### i. IAR Qualification and Registration Requirements

Before an individual can perform investment advisory functions, states generally require the individual to meet certain qualification and registration requirements. While the specific requirements may vary by state, the individual usually must (1) maintain an active qualifying examination(s) or professional designation and (2) register with the state via a Form U4 filing.

Qualifying examinations and professional designations generally include: (i) Series 65 examination; (ii) Series 7 & 66 examination combination; (iii) CERTIFIED FINANCIAL PLANNER™ (CFP®) designation; (iv) Chartered Financial Analyst® (CFA®) designation; (v) Chartered Financial Consultant (CFC®) designation; (vi) Chartered Investment Counselor (CIC) designation; or (vii) Personal Financial Specialist (PFS) designation.

Certain states may also require the individual seeking IAR registration to submit additional information, such as fingerprint cards, in order to register as an IAR.

The Form U4 includes information pertaining to the individual's residential history, employment history, outside business activities, and disclosure information (e.g., criminal, regulatory, civil, complaints, arbitration, financial, and other disciplinary information), among other things. IARs are under a continuing obligation to promptly report changes to information required by Form U4 to the CCO.

*RESPONSIBLE PARTY: The CCO is responsible for ensuring individuals performing investment advisory functions are properly registered, and that Form U4s are kept up to date.*

#### ii. IAR Termination

If an IAR's employment is terminated for any reason, the Firm must file a Form U5 via Web CRD within thirty (30) days following the IAR's termination date. The Firm must also provide a copy of the filed Form U5 filing to the terminated IAR within the same thirty (30) day period.

*RESPONSIBLE PARTY: The CCO is responsible for ensuring the timely filing and delivery of Form U5.*

#### D. Annual Renewal Fees

The Firm must pay notice filing/state renewal and IAR renewal fees at the beginning of each calendar year. Towards the end of the previous calendar year, the Investment Adviser Registration Depository ("IARD") generates a Renewal Fee Statement that includes a breakdown of all renewal fees owed for the upcoming year. Renewal fees can be paid via IARD, wire/ACH, or check. Failure to pay the renewal fees will result in lapse of registration.

*RESPONSIBLE PARTY: The CCO is responsible for ensuring renewal fees are paid timely.*

#### E. Form 13D, 13G, 13F, 13H Filings, and Form PF

##### i. Reports Pursuant to Sections 13(d) & 13(g)

Pursuant to Section 13(d) of the Exchange Act and Rules 13(d)-1 through 13(d)-7 thereunder, within 45 days after the end of any calendar year where XoomFi has, at the end of such year, "beneficial ownership" of 5% or more of any class of registered equity securities of any issuer, XoomFi must file a Schedule 13G with the SEC and send a copy of the Schedule 13G to the issuer and the principal exchange on which the securities are traded. For purposes of Section 13(d), XoomFi would be deemed to be a "beneficial owner" of securities where it, directly or



indirectly, through any contract, arrangement, understanding, relationship, or otherwise, has or shares voting or investment power, including the power to vote or dispose or to direct the voting or disposition of such security.

Schedule 13G is generally updated annually, although more frequent reporting may be required in certain cases. Further, XoomFi may become ineligible to file on the short-form Schedule 13G — and, instead, be required to file Schedule 13D—under certain circumstances, including where the securities holdings are for the purpose, or have the effect of, changing or influencing the control of the issuer of the securities.

ii. [Reports Pursuant to Section 13\(f\)](#)

Pursuant to Section 13(f) of the Exchange Act and Rules 13(f)-1 and 13(f)-2 thereunder, where XoomFi exercises investment discretion with respect to accounts having in the aggregate more than \$100 million of exchange-traded or NASDAQ-quoted equity securities on the last trading day of any calendar month of any calendar year, XoomFi must file a Form 13F with the SEC within 45 days after the last day of such calendar year and within 45 days after the last day of each of the first three calendar quarters of the subsequent calendar year. Each year-end, XoomFi will reevaluate the 13(f) criteria to determine whether it remains a Form 13F filer. If so, XoomFi will continue to file Form 13F as outlined above.

iii. [Reports Pursuant to Section 13\(h\)](#)

Pursuant to Section 13(h) of the Exchange Act and Rule 13(h) thereunder, where XoomFi exercises investment discretion over one or more accounts and effects transactions in aggregate of NMS securities that are equal to or greater than: (i) during a calendar day, either two million shares or shares with a fair market value of \$20 million or (ii) during a calendar month, either twenty million shares or shares with a fair market value of \$200 million, for or on behalf of such accounts, by or through one or more registered broker-dealers, XoomFi must file a Form 13H with the SEC within 10 days after such transaction and within 45 days of each subsequent calendar year.

*RESPONSIBLE PARTY: The CCO is responsible for the timely and accurate filing of all the above-mentioned reports, when applicable.*



## VIII. BROCHURE, BROCHURE SUPPLEMENT, AND CLIENT RELATIONSHIP SUMMARY DELIVERY

Under the Advisers Act (Rule 204-3(a)), XoomFi is required to provide all clients and prospective clients with a firm brochure (Part 2A), brochure supplement (Part 2B), and Form CRS (Part 3). The Form CRS is only required to be provided to retail clients, as further explained in section C below. The purpose of these documents is to inform clients of the Firm's services, fees, business practices, possible conflicts of interest and/or material affiliations, and information about the Firm's Supervised Persons. Statements in the Firm's Form ADV Part 2A, 2B, and Form CRS are monitored for accuracy and relevance on at least an annual basis.

Documentation supporting all deliveries is maintained.

### A. Firm Brochure (Part 2A)

*Initial delivery:* XoomFi will provide a copy of the Firm's current brochure either at the time or prior to entering into an agreement with a client. All dated copies of the Firm's complete brochure will be maintained to be able to identify which documents were in use on any given date.

*Annual offer/delivery:* If there are any material changes, XoomFi will either deliver to all clients a copy of Form ADV Part 2, accompanied with a summary of material changes, or a summary of material changes with an offer to deliver a copy of Form ADV Part 2 to all clients, free of charge. Such an offer shall be accompanied by the firm's website address, an email address and phone number by which clients can obtain a brochure from the firm. Such an offer will occur within 120 days following the firm's fiscal year-end (Dec. 31).

*Interim delivery:* XoomFi will deliver an updated brochure (or a document describing the material facts relating to an amendment) promptly whenever the firm amends its brochure to add a disciplinary event or to change material information already disclosed in response to Item 9 of Part 2A.

### B. Brochure Supplement (Part 2B)

*Initial delivery:* Each client of XoomFi will be delivered a brochure supplement for each Supervised Person who: (i) formulates investment advice for that client and has direct client contact; or (ii) makes discretionary investment decisions for that client's assets, even if the Supervised Person has no direct client contact. This brochure supplement will be provided to each client at or before the time that Supervised Person begins to provide advisory services to that client.

*Interim delivery:* XoomFi will deliver an updated brochure to clients only when there is new disclosure of a disciplinary event, or a material change to disciplinary information already disclosed, in response to Item 3 of Part 2B, or if any information becomes materially inaccurate.

*RESPONSIBLE PARTY:* The CCO is responsible for delivery of ADV Part 2A and Part 2B.

### C. Form CRS (Part 3)

XoomFi has retail clients and therefore must file with the SEC and deliver to retail investors an ADV Part 3/Client Relationship Summary ("Form CRS").

A *retail investor* is defined as a natural person, or the legal representative of such a natural person, who seeks to receive or receives services primarily for personal, family or household purposes. The term *legal representative* is defined as non-professional legal representatives acting as, for example, trustee, or managing agent.



The instructions are very specific as to the format and length of the Form CRS, as it cannot exceed two (2) pages.

i. [Amended Filing](#)

Any amendments must occur within 30 days of the information becoming materially inaccurate. The amendment filing must include an exhibit highlighting the changes.

ii. [Initial Delivery Requirements](#)

Form CRS must be delivered to all *existing* retail clients within 30 days after being filed with the SEC. **If combined with other documents and delivered hardcopy, the Form CRS must appear first among the documents delivered. If delivered electronically, it must be provided prominently (i.e., direct link or attached in the body of the email) and easily accessible.**

iii. [Ongoing Delivery Requirements](#)

Form CRS must be provided to all retail clients:

- 1) either prior to or at the time of entering into a new contract
- 2) upon opening a new account that is different from the retail client's existing account (i.e., converting from a brokerage only account to an investment advisory account or vice versa)
- 3) whenever it is recommended that the retail client rollover their assets from a retirement account into a new or existing account
- 4) if the Firm recommends a new service that does not necessarily involve opening a new account.
  - a. new types of services that might trigger delivery include: the initial recommendation or provision of margin capability, options eligibility, account monitoring, or discretionary trading.
  - b. In contrast, the recommendation or provision of account features such as automatic bill pay, check writing privileges, or technological features, such as offering a chat feature or mobile application are not considered new services.
- 5) if the Firm recommends a new investment that does not necessarily involve opening a new account (i.e., the first-time purchase of a structured product or private placement, direct-sold mutual funds, or variable annuities).
- 6) Within 30 days of the client's request to receive Form CRS
- 7) Within 60 days of making a material amendment to the Form CRS.

**Note:** If Form CRS was provided to a client within 30 days of another delivery being triggered (items 2-5 above), the Firm is not obligated to send the Form CRS again, per FAQ published by the SEC.

iv. [Website Posting](#)

XoomFi must prominently post the most current Form CRS on its website, meaning it is easy for a person to locate. Posting on the website does not satisfy the delivery requirements noted above.

v. [References within the Form CRS](#)

Any references to other documents, such as XoomFi ADV Part 2A must be accessible electronically, meaning the retail investor must be able to click on the ADV Part 2A reference and view the document.



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*RESPONSIBLE PARTY: The CCO or designee will be responsible for preparing, reviewing, and filing the Form CRS through the IARD site. All client service associates are responsible for ensuring the Form CRS is delivered to retail clients under the circumstances. The CCO will confirm the required delivery requirements are being met as part of the annual review.*





## IX. INVESTMENT MANAGEMENT AGREEMENT

### A. Agreement Requirements

Each client of XoomFi will be party to an executed investment management agreement (“IMA”) describing the terms and services. These agreements must be reviewed by the CCO prior to execution.

The IMA will address at a minimum the following:

- XoomFi’s authority (discretionary or non-discretionary) over the client’s account;
- the duties to be performed by XoomFi;
- the client’s investment objective, guidelines and any account restrictions;
- XoomFi’s compensation and the manner of payment;
- provisions for terminating the contract;
- the client’s consent to electronic delivery of regulatory disclosure documents and statements; and
- the client’s acknowledgement of receipt of the Privacy Notice, Form CRS, Form ADV Part 2A and, if applicable, Form ADV Part 2B unless another written acknowledgement of receipt previously has been signed by the client.

In addition, the IMA:

- Will not contain a limitation of liability. It will be clear that client’s rights are not waived under the federal securities laws.
- Will make clear that the agreement cannot be assigned without the client’s consent.

If there are any amendments, the personnel responsible for working with that client will be provided a copy, and the file will be updated.

### B. Electronic Signature Policy

An electronic signature is a paperless method used to authorize or approve documentation which indicates that a person adopts or agrees to the meaning or content in the document.

XoomFi allows the use of electronic signatures as an acceptable alternative to an original signature for those documents requiring signature or acknowledgement in accordance with the following standards.

When obtaining the E-signature, the process should:

- a) Provide the signer with the opportunity to review the entire document or content to be signed prior to applying an E-signature.
- b) Inform the signer that a signature is being applied.
- c) Allow the signer’s intent to be expressed as part of the record or in a certification statement submitted and linked to the signed record.
- d) Provide a record of the date, time and fact that the signer indicated his or her intent and this information is to be retained for evidentiary purposes. This may be different than the time the signer accessed the application or was authenticated.

XoomFi and the signer must abide by any further terms of use required by the signature method. Electronic signatures should not be used for the following:



1. Any document requiring a notary or similar requirement.
2. Certain custodial forms are not eligible for electronic signatures.

*RESPONSIBLE PARTY: The CCO will be responsible for maintaining an executed IMA for all clients, including any amendments and review terms for XoomFi's responsibilities, including but not limited to items such as most favored nation clause, reporting requirements, etc.*



## X. ADVERTISING

### A. Background

The SEC regulates advertising by advisers pursuant to Section 206 of the Adviser's Act, which generally prohibits an investment adviser from engaging in fraudulent, deceptive, or manipulative activities.

#### i. Definition of Advertisement

For purposes hereof, "advertising" means any

1. direct or indirect communication XoomFi makes to more than one person, or to *one* or more persons if the communication includes hypothetical performance (with exception, noted below), that offers XoomFi' investment advisory services with regard to securities to prospective clients or offers new investment advisory services with regard to securities to current clients, but *does not include*:
  - a. Extemporaneous, live, oral communications,
  - b. Information contained in a statutory or regulatory notice, filing, or other required communication (i.e. ADV Part 2A), or
  - c. A communication that includes hypothetical performance that is provided in response to an unsolicited request from a potential or current investor of XoomFi.

**Note:** Communication provided to retain existing clients would not be deemed advertising. In the context of XoomFi's business, this would include annual, quarterly, and other periodic reports distributed to existing clients related to their investment.

2. endorsement or testimonial for which XoomFi provides *compensation*, directly or indirectly, but does not include any information contained in a statutory or regulatory notice, filing, or other required communication, provided that such information is reasonably designed to satisfy the requirements of such notice, filing, or other required communication.

#### ii. General Prohibitions

Advertising should present advisory services offered and disclose any material facts concerning the information conveyed that are necessary to avoid any misleading implications. Advertising should not contain exaggerated or unwarranted claims, suggest that profits are guaranteed, or otherwise claim potential profits without also disclosing the potential for loss. Risk disclosures are an important aspect of a fair and balanced presentation of XoomFi's services. The rule sets out specific prohibitions which must be applied to all advertisements, including websites, email, social media, and printed materials. An Advertisement *may not*:

1. Make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it was made, not misleading.
  - a. *Example:* Disclosing the Firm's composite performance is positive without disclosing that the relevant benchmark is higher.
2. Include a material statement of fact that the adviser does not have a reasonable basis for believing it will be able to substantiate upon demand by the Commission.



- a. *Example:* Detailing credentials or awards of staff without maintaining the records to substantiate the receipt.
3. Include information that would reasonably be likely to cause an untrue or misleading implication or inference to be drawn concerning a material fact relating to the investment adviser.
  - a. *Example:* The Firm states that all clients have positive performance, without also disclosing the firm only has two clients.
4. Discuss any potential benefits to clients or investors connected with or resulting from the investment adviser's services or methods of operation without providing fair and balanced treatment of any material risks or material limitations associated with the potential benefits.
  - a. *Example:* The Firm states that they can reduce the clients' taxes through tax-loss harvesting strategies without discussing further the material risks and limitations through such a strategy and the fact that it would be dependent on each client's tax situation.
5. Include a reference to specific investment advice provided by the investment adviser where such investment advice is not presented in a manner that is fair and balanced.
  - a. *Example:* Only presenting the top contributors without presenting the top detractors with equal prominence.
6. Include or exclude performance results, or present performance time periods, in a manner that is not fair and balanced.
  - a. *Example:* Presenting performance for a two-month period or over inconsistent periods of extraordinary performance with only a footnote disclosure of unusual circumstances that contributed to the results could be considered misleading.
7. Otherwise, be materially misleading.
  - a. *Example:* If you provide the necessary and accurate disclosures on a marketing piece, but the disclosures are in an unreadable font, the advertisement would be considered materially misleading by the Commission.

### iii. Testimonials and Endorsements

For purposes of this section:

**Testimonial** means any statement by a current investor advised by the Adviser:

1. About the investor's experience with the Adviser or its supervised persons;
2. That directly or indirectly solicits any current or prospective investor to be an investor with the Adviser; or
3. That refers any current or prospective investor to be an investor with the Adviser.

**Endorsement** means any statement by a person other than a current investor with the Adviser that:

1. Indicates approval, support, or recommendation of the Adviser or its supervised persons or describes that person's experience with the Adviser or its supervised persons;
2. Directly or indirectly solicits any current or prospective investor to be an investor with the Adviser; or



3. Refers any current or prospective investor to be an investor with the Adviser

XoomFi's marketing materials may **ONLY** include direct or indirect references to any testimonial and/or endorsement concerning XoomFi or concerning any advice, analysis, report, or other service provided by XoomFi or its Supervised Persons upon compliance with the following requirements:

1. Clearly and prominently disclose (meaning *within the same 4 corners* of the testimonial and/or endorsement where the disclosures can be read with it):
  - a. That the testimonial was given by a current client, and the endorsement was given by a person other than a current client, as applicable;
  - b. Whether cash or non-cash compensation was provided for the testimonial or endorsement, if applicable;
  - c. A brief statement of any material conflicts of interest on the part of the person giving the testimonial or endorsement resulting from XoomFi's relationship with such person;
  - d. The material terms of any compensation arrangement, including a description of the compensation provided or to be provided, directly or indirectly, as applicable.
2. Have a reasonable basis for believing that the testimonial or endorsement complies with the requirements of this section, of which is documented.
3. If the testimonial and/or endorsement is disseminated for compensation greater than a total of \$1,000 (or equivalent value in non-cash compensation) during the preceding 12 months, XoomFi is required to have a written agreement in place describing the terms of the relationship.

Note: The requirements for Item 1-3 do not apply to partners, officers, directors, or employees, or a person that controls, is controlled by, or is under common control with XoomFi, provided that the affiliation between XoomFi and the person is readily apparent and is disclosed to the current or prospective client at the time the testimonial and/or endorsement is disseminated.

4. An investment adviser may not compensate a person, directly or indirectly, for a testimonial or endorsement if the adviser knows, or in the exercise of reasonable care should know, that the person giving the testimonial or endorsement is an **ineligible person** at the time the testimonial or endorsement is disseminated. To confirm this requirement, XoomFi will either conduct background checks or obtain attestations from the compensated person.

#### iv. [Third Party Rankings](#)

An advertisement may **ONLY** include third-party ratings if the following criteria are met:

1. XoomFi has a reasonable basis for believing that any questionnaire or survey used in the preparation of the third-party rating is structured to make it equally easy for a participant to provide favorable and unfavorable responses, and is not designed or prepared to produce any predetermined result, of which is documented; and
2. Clearly and prominently discloses (meaning *within the 4 corners of the advertisement* to where the disclosures can be read with the rating), or XoomFi reasonably believes that the third-party rating clearly and prominently discloses:



- a. The date on which the rating was given and the period of time upon which the rating was based;
- b. The identity of the third party that created and tabulated the rating; and
- c. If applicable, compensation has been provided directly or indirectly by the adviser in connection with obtaining or using the third-party rating.

v. Performance Advertising – Actual

Any advertisement that includes actual performance, **MUST** meet the following requirements:

1. Calculate and present performance **NET** of fees. The firm may use a model fee if the results are no higher than if the actual fees had been deducted. Gross returns may be presented in equal prominence to the Net Returns.
2. At a minimum, present performance for 1-, 5-, and 10-year time periods in equal prominence and ending at a date no less recent than the most recent calendar year-end; except that if performance did not exist for the relevant time periods required, performance must be presented for the life of the model.
3. Must not express or imply that the performance results have been approved or reviewed by the Commission.
4. Include all related performance, unless the exclusion of related performance is not materially higher if all related portfolios are included, and the exclusion of related performance does not alter the time periods prescribed herein.
5. If extracting performance (i.e., performance results of a subset of investments extracted from a single portfolio), the advertisement must provide or offer to provide promptly the results from the total portfolio.

vi. Performance Advertising – Hypothetical

In the event the CCO approves the use of hypothetical performance, any advertisement that includes hypothetical performance, **MUST** meet the following requirements:

1. XoomFi has documented that the performance provided to the prospective or current client is relevant to that person's financial situation and investment objectives. **Due to this requirement, hypothetical performance cannot be included on XoomFi's website.**
2. The advertisement has disclosed sufficient information to enable the person to understand the criteria used and assumptions made in calculating the hypothetical performance.
3. The advertisement has disclosed sufficient information to enable the person to understand the risks and limitations of using hypothetical performance in making investment decisions.

For purposes of this section, hypothetical performance includes, but is not limited to:

- a. Performance derived from model portfolios;
- b. Performance that is back tested by the application of a strategy to data from prior time periods when the strategy was not actually used during those time periods;
- c. Targeted or projected performance returns with respect to any portfolio or to the investment advisory services.



#### vii. Performance Advertising – Predecessor

XoomFi does not currently market predecessor performance.

However, in the event XoomFi wants to present performance of an individual or entity that was achieved while they were not at XoomFi, the following requirements must be met:

1. All the persons primarily responsible for achieving the prior performance results at the predecessor firm must remain intact at XoomFi.
2. The accounts managed at XoomFi must be managed sufficiently similar to how they were managed at the predecessor firm (for the performance history being presented).
3. All accounts from the predecessor firm must be included in the performance unless the exclusion of any such account would not result in materially higher performance and the exclusion of any account does not alter the presentation of applicable time periods.
4. The advertisement clearly and prominently discloses (*within the 4 corners of the advertisement*) all relevant disclosures, including that the performance results were from accounts managed at another entity.

#### B. Marketing Materials and Advertising

Before any marketing materials or advertising concerning XoomFi or its services are published or distributed to clients or prospective clients, the material must be reviewed and approved by the CCO. This requirement applies not only to materials that are to be addressed or distributed to more than one client or prospective client, but to all materials to be provided at one-on-one meetings with clients or prospective clients.

All questions concerning whether a given communication constitutes advertising or sales literature or whether an item of marketing material or advertising has been approved for distribution should be directed to the CCO.

All marketing materials, including supporting performance records, will be maintained, and preserved electronically in an easily accessible place for a period of not less than five years, the first two years in an appropriate office of XoomFi, from the end of the fiscal year during which the material was last published or otherwise disseminated.

#### C. Website

Inclusive of the definition of an Advertisement is XoomFi's website. Prior to any material being posted on XoomFi's website, it must be reviewed and approved by the CCO.

Periodically the CCO will monitor and review XoomFi's website to ensure compliance with the Advertising rule, Rule 206(4)-1 and various anti-fraud provisions.

#### D. Electronic Communications

XoomFi's policy provides that e-mail, instant messaging, and other electronic communications are treated as written communications and that such communications must always be of a professional nature. All XoomFi and client-related electronic communications must be on the firm's systems and/or approved devices and archived to meet books and records requirements.



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#### i. Allowed Electronic Communications

Currently, the only approved form of communications allowed for Firm or client communications is the employees' XoomFi email account.

#### ii. Prohibited Electronic Communications

Use of personal e-mail addresses and text messaging for Firm or client communication is prohibited.

In the event a client inadvertently texts regarding a business matter, the employee is required to respond informing the client that text cannot be used for business purposes and then continue the conversation on approved forms of communication. The employee is further required to notify the CCO and capture the text messaging along with any responses to be retained on the Firm's system. Texts with clients that are personal in nature, such as confirming an appointment, are not required to be retained.

Ultimately, the Firm must be able to maintain documentation of all client- or Firm-related communication.

### E. Social Networking

Inclusive of the definition of an advertisement is any social media site such as LinkedIn, Twitter, Instagram, and Facebook.

XoomFi has adopted and implemented the following procedures with respect to its marketing and advertising activities:

#### Firm-Related Social Media Accounts

3. No Supervised person may start a social media account on behalf of the Firm;
4. Only the CCO may start a social media account on behalf of the Firm;
5. Only select individuals will be allowed to post content on Firm approved social media sites;
6. The advertising rules apply; therefore, any posts on social media must comply with the requirements outlined in Section VIII. Advertising;
7. All posts made to Firm approved social media sites must be approved by the CCO;
8. The Firm will utilize technology to appropriately archive all information posted on Firm approved social media sites;
9. Firm approved sites are to be monitored regularly by the Director of Public Relations for any in appropriate content and remove immediately;

#### Personal-Related Social Media Accounts

10. Supervised persons are allowed to have their own personal social media sites and include business card information, such as name, title, employment with XoomFi and an approved Firm description;
11. Supervised persons may also use the Recommendations and Endorsements function on LinkedIn. In the event the Recommendation or Endorsement section meets the definition of a Testimonial or Endorsement as defined in Section VIII. Advertising, the Supervised Person must bring to the attention of the CCO to ensure either the proper disclosures or if unable to include, removed;





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12. Supervised persons are permitted to like and share content posted on the Firm social media accounts; however Supervised persons are not permitted to curate Firm content for their personal sites;
  13. Supervised person must not disclose non-public information regarding securities and clients on any social media site;
  14. Supervised person must not use social media sites to communicate with clients, all communications must be conducted through Firm email; and
  15. The CCO or designee will periodically review all social media sites for adherence.

*RESPONSIBLE PARTY: The CCO is responsible for the review of all marketing materials and electronic communications.*



## XI. BOOKS AND RECORDS

### A. Retention Policy

XoomFi maintains, in an appropriate and well-organized manner, all books and records required under the Advisers Act and applicable state regulations. The firm follows SEC guidelines as to the appropriate maintenance of files for recordkeeping purposes. The Firm's policy is to maintain required organizational and client records and files on-site indefinitely. Financial records are maintained electronically for at least five years.

*Organizational Documents:* Corporate records relating to the formation of XoomFi are maintained on-site and will be maintained for the life of the company. In the event of termination, the records would be maintained for three years following the closing of the Firm.

*Performance Documents:* Effective October 1, 2017, records to substantiate performance information provided to any one person will be maintained for a period of five years following the fiscal year-end of its last use. Prior to October 1, 2017, records were obtained for performance used for marketing purposes (i.e., provided to more than one person). Records must be maintained for the entire period that performance is being presented.

*Firm Documents:* XoomFi keeps and maintains certain books and records as appropriate for the firm's business, pursuant to Rule 204-2 of the Advisers Act. The firm maintains financial records such as financial journals, balance sheets, bills, etc. In addition, the firm maintains client-related files pursuant to its role as a fiduciary, such as agreements, statements, correspondence, advertising, trade records, etc.

XoomFi's filing systems for records, whether stored in files or on electronic media, are designed to meet the firm's policy, business needs and regulatory requirements as follows:

- Records are arranged for easy access and retrieval;
- Files are legible, true and complete;
- Electronic media files are backed up and stored appropriately;
- All files are reasonably safeguarded from loss, alteration or destruction;
- Access to files is restricted to authorized personnel.

*RESPONSIBLE PARTY:* The CCO is responsible for the review and maintenance of the required books and records.

### B. Record Destruction Policy

Our Records Destruction Policy is a critical element of client privacy. The confidential nature of the investment adviser/client relationship precludes the unauthorized access to or use of information that could result in harm or inconvenience to any customer. All copies of client records, correspondence, files, portfolio information, etc., that are no longer required to be retained are shredded.

*RESPONSIBLE PARTY:* The CCO is responsible for the periodic review of destroyed records to ensure proper safeguards are in place to protect client information.

### C. Email Retention Policy

It is the firm's policy to preserve, maintain and allow for the efficient and timely retrieval of specific email correspondence into and out of the firm, including email generated from remote locations. Examples of written communication, whether electronic or otherwise, that must be preserved and easily accessed, include:



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- Investment recommendations or advice given or proposed;
  - Receipt or delivery of funds or securities;
  - Placement or execution of orders for the purchase or sale of securities;
  - Advertisements, circulars, records of notice, etc. distributed to 10 or more persons.

XoomFi as a matter of policy has elected to retain and archive all emails. Email is arranged, sorted, and indexed for easy access and retrieval, is stored separately from original records, and is reasonably safeguarded from loss, alteration, or destruction. Additionally, testing is done periodically to ensure true and complete email can be promptly produced in the medium in which it is stored. Email must be easily accessed, viewed, and printed.

*RESPONSIBLE PARTY: The CCO is responsible for the periodic review of emails.*



## XII. PRIVACY AND INFORMATION SECURITY

XoomFi maintains a security program with administrative, technical, and physical safeguards appropriate to the unique nature of the Firm.

The Firm's information security program:

- Ensures the security and confidentiality of customer information;
- Protects against any anticipated threats or hazards to the integrity of such information;
- Protects against unauthorized access to or use of information that could result in harm to a client.

For purposes of this policy Non-Public Information (NPI) is defined as: a client's personal information that is not available to the public and should not be available to the public. This includes Social Security Numbers, bank information, other personal identifiable financial information.

XoomFi has implemented the following safeguards to protect client information:

### A. Administrative Safeguards

- All Supervised Persons are responsible for the protection of client information
  - All Supervised Persons must understand and adhere to the Firm's privacy policies and procedures
  - The Firm limits access to client information to those Supervised Persons that need access to the information to provide services to the client or conduct Firm operations as follows:
    - For New or Exiting Employee On-Boarding & Off-Boarding
16. CCO authorizes the access rights for employees and grants appropriate access to resources.
  17. A log is maintained by the CCO to support the new access, date and approval
    - For Terminated Employee Off-Boarding process includes, but is not limited to:
  18. Upon termination, CCO disables (i.e., password change) or deletes accounts (i.e. system access, subscriptions, third-party platforms, etc.) promptly upon notification of termination or on the date of departure
  19. The CCO ensures employee return all Firm property (keys, keycard, company-issued mobile computing)
  20. The CCO revokes email access on employee mobile devices
  21. The CCO revokes building and suite access
  22. A log is maintained by the CCO to support the off-boarding process for a terminated employee
    - Departing Supervised Persons must not take with them or disclose nonpublic customer information
    - Supervised persons must not leave personal information out on their desks or other workstations unattended
    - Supervised Persons are not permitted to have local administrative rights on their computer which then requires them to obtain a third-party approval or they must receive pre-approval before downloading any software onto work-related devices.
    - If use of removable storage devices not disabled: Supervised Persons are discouraged from downloading NPI onto portable devices unless from a known source that is encrypted for the purposes of data loss prevention.
    - IT will monitor on a quarterly basis log for any downloading of NPI to ensure only as allowed and to prevent loss of data. (NOTE: If firm using specific software for this purpose you can document as part of this bullet point)

### B. Technical Safeguards

- All computer workstations used for work related purposes must have the following requirements:



- Encryption of hard drives
- Passwords to access the hard drive
- Current anti-malware/virus software installed
- The use of removable storage devices disabled for purposes of data loss prevention
- Patches are set to be updated as required
- All cloud-based software/applications required multi factor authentication whenever possible
- Any personal data sent electronically must either be encrypted, or password protected.
- The following procedures must be followed for all personal devices used for work-related purposes to prevent data loss:
  - Use of personal computers for XoomFi work is strictly prohibited unless previously discussed and authorized in writing by a member of XoomFi's Management
  - All mobile devices (i.e., cell phones) used for work-related purposes must be set up to allow the CCO or designee to wipe clean applications used for work, should the device be lost or stolen. The Supervised Person must immediately notify the CCO of a lost or stolen device.
  - All mobile devices used for work-related purposes must have password policies in place.
- Mobile phones used for business purposes can only include basic contact information (no NPI such as social security numbers). An onsite hardware firewall encrypts and secures the network. All wireless is encrypted with WPA2 encryption using strong passwords.
- All passwords must meet the following requirements:
  - Must either be long phrases with a minimum of 14 characters or complex by including a combination of symbols, numbers, and capital letters
  - Must be changed quarterly OR must only be changed when compromised
  - Must not be shared, unless necessary for specific work-related purposes (i.e., IT, CCO, executives).
  - Don't use the same password for everything.
- All workstations and software systems used by Supervised Persons will be set up with standards to lockout Supervised Persons for multiple failed attempts and require password re-sets.

#### C. Physical Safeguards

- Doors to the office building are locked during non-business hours or when the office is not occupied.
- A door trigger alarm system that is monitored by a third party, is installed.
- Client files are kept in a locked cabinet.

#### D. Cybersecurity Safeguards

In light of recent cybersecurity breaches and threats against financial firms, and the guidance issued by the Securities and Exchange Commission, XoomFi has developed policies to ensure effective controls are in place to help prevent, detect, and respond to internal and external cybersecurity threats against the Firm's information and technology systems, which may contain personally identifiable information of the Firm's clients, and/or non-public information of the Firm or individuals and entities providing services to the Firm. These policies can be found above under section A. Administrative Safeguards B. Technical Safeguards and C. Physical Safeguards. As new technology is put to work in the business environment, the policies will be reviewed and modified, as necessary.

Most malicious attacks occur due to some type of human behavior or action through the use of phishing emails and social engineering. Phishing is a type of cyber-attack that lures people in to divulge sensitive personal information (i.e., a link in an email that requires you to enter a username and password or provide account



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information). Social Engineering is very dangerous because the bad actors are tracking your behaviors to construct more targeted points of entry (i.e., bad actor has access to email account to monitor with whom and how you regularly converse and use that information to generate a phishing email that looks and feels legitimate). The best defense to protecting the Firm from a cyber incident is in the employees' behaviors and actions, therefore, employees must adhere to the following practices:

23. Do not use unsecured WiFi for work-related purposes.
24. Do not use portable devices from an unknown source (i.e., flash drives).
25. Do not use a link sent in an email to log into a site. You should open up the site directly to log in. You may be able to confirm the link is accurate by hovering over it with your mouse to view the website. Look for small changes (i.e. LirkedIn instead of LinkedIn).
26. Be aware of the emails you are receiving; perpetrators can use an email that looks like someone you know with minor changes to fool you into following links, etc. that lead to them copying your passwords, screens or accessing your computer.
27. Be cautious when opening any attachment. One infected computer can compromise our entire network. If in doubt, call the individual to confirm.
28. Immediately bring any threats to the attention of the CCO.
29. Always trust your instincts. If something seems atypical, bring it to the attention of the CCO immediately.

#### E. Training

No less than annually, employees of the Firm will be required to attend training on cybersecurity threats, safeguarding client information and the Firm's policies. Documentation will be maintained to support the topics covered, the attendees, and the date conducted.

#### F. Testing

As deemed necessary, the Firm will conduct testing of its privacy information and security policies and controls. The testing can include, but is not limited to, phishing, vulnerability, table-top review, and/or penetration. The testing will include a review of the Firm's Incident Response Plan. The results of any testing conducted are documented as part of the Annual Review.

#### G. Privacy Notices

XoomFi provides each natural person client with initial notice of the Firm's Privacy Policy when the client relationship is established and annually, in the event a change occurs to XoomFi's Privacy Notice. Support for the delivery of the Privacy Notice will be maintained.

#### H. GDPR

The General Data Protection Regulation ("GDPR") is a regulation in EU law on data protection and privacy for all individuals within the European Union that went into effect on May 25, 2018. XoomFi is considered a data controller as it collects data from EU residents via the proprietary web-based platform. Vendors and other third parties that process or use the data are considered processors. The GDPR applies to organizations located outside of the EU if they collect personal data of individuals located inside the EU related to the offering of goods or services, irrespective of whether a payment of the EU individual is required. According to the EU, personal data is "...any information relating to an individual, whether it relates to his or her private, professional, or public life. It can be anything from a name, a home address, a photo, an email address, bank details, posts on social networking



websites, medical information, or a computer's IP address." XoomFi maintains a list of any clients located outside the EU to ensure proper and timely reporting of any breach of information and adherence to the regulation.

#### I. Incident Response Plan

Anyone that becomes aware of theft, misuse of personal information, or a cyber incident (i.e., ransomware, malware), must immediately report the incident to the Chief Compliance Officer. The following steps will be followed to determine the necessary actions:

- Identify the nature and scope, including the parties affected;
- Determine whether the FBI or other Federal or State regulatory body should be notified;
- CCO to reach out to insurance company.
- Determine if necessary to notify the impacted parties;
- Review the procedures to determine updates/changes to prevent further breach;
- Determine any disciplinary action and/or training needed;
- Conduct a post-incident review of events and actions taken;
- Document.

*RESPONSIBLE PARTY: The CCO is responsible for the updating and annual delivery of the firm's privacy notice.*



### XIII. CUSTODY

The SEC recently adopted amendments to rule 206(4)-2(c). In the Adopting Release that amended the Custody Rule, the SEC noted that since the beginning of 2009 it has brought several enforcement actions against investment advisers alleging fraudulent conduct, including misappropriation or other misuse of investor assets. The amendments represent a push toward more stringent controls over client assets and increased responsibilities for advisers.

#### A. Physical Custody

XoomFi's general policy is that we do not maintain or keep physical custody of client assets or client accounts. No employee or Supervised Person of the Firm shall knowingly accept actual possession of any client funds or securities.

#### B. Qualified Custodian

XoomFi's general policy is to ensure that we maintain client funds and securities with an independent, qualified custodian that provides monthly or quarterly account statements directly to the Firm's clients. Currently, Interactive Brokers is an independent qualified custodian.

#### C. Inadvertent Receipt of Funds

Any third-party check received by XoomFi and payable to a client will be returned to the sender within three business days. If the check is for a tax refund, class action settlement, or income payment, the check may be either forwarded to the client or client's custodian or returned to the sender within five (5) business days. All checks received by XoomFi must also be recorded in the Check Received Log. A letter must be provided to the third party indicating that XoomFi cannot receive these checks and to provide directly to the client or the client's custodian of record.

#### D. Trustee Services

No Supervised Person may act as trustee of any client account unless the Supervised Person is appointed trustee as a result of a family or personal relationship, and not as a result of employment with XoomFi. Prior to accepting the position of trustee over a client account, the Supervised Person must receive written approval from the Chief Compliance Officer.

#### E. Client Login Credentials

Neither the firm nor any Supervised Person shall possess the username and password to any client account if such login credentials allow the disbursement of funds or securities.

#### F. Standing Letters of Authorization

XoomFi can establish standing instructions on accounts that the Firm manages to facilitate the transfer of assets or cash to or from other brokerage accounts and/or banking accounts at the client's request. Standing instructions, which may involve transfers through the ACH or wire systems, are established using forms supplied by the custodian and must be signed by the account owner/s.

Standing instructions can be used to facilitate transfers to accounts of the same name or beneficial owner ("First Party Transfers") or involve transfers to a third party ("Third-Party Transfers"). XoomFi has no authority to





establish bank accounts on behalf of clients to receive transfers. Below are the policies specific to each type of standing letter of authorization.

**i. First Party Transfers**

The SEC has explicitly stated in FAQ and Guidance that an advisor is not deemed to have custody if it has authority (through a SLOA or something similar) to transfer money between liked named accounts as long as the written authorization, with client's signature, include both account numbers and names and a copy is maintained with both XoomFi and the custodian.

XoomFi as a matter of policy will maintain a list of accounts that they have SLOA for and will confirm (as part of XoomFi's annual review) that the forms are inclusive of both account name and numbers and on copy with the custodian. Any question as to what constitutes the first party should be discussed and confirmed with the CCO.

**ii. Third Party Transfers**

In the IAA No-Action letter dated February 21, 2017, the SEC made explicitly clear that if an adviser has any SLOAs permitting money movement from a client's account to a third party, the advisor is deemed to have custody. The advisor may avoid having to obtain a surprise custody examination by an independent third party, if the following criteria are being met:

1. Client provides instructions to the custodian, in writing, that includes the client's signature, third party's name, and either the third party's address or account number for which the money would be transferred.
2. Client authorizes the RIA, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
3. The client's custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization and provides a transfer of funds notice to the client promptly after each transfer.
4. The client has the ability to terminate or change the instruction to the client's qualified custodian.
5. The RIA has NO authority or ability to designate or change the identity of the third party, the address, or any other information about the third party in the client's instructions.
6. The RIA maintains records showing that the third party is not a related party of the RIA or located at the same address as the RIA.
7. The client's custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instructions.

XoomFi, as a matter of policy, will maintain a list of accounts that they have SLOA for and the ones that allow for third party wire transfers will be reviewed to confirm the above criteria are being met (as part of XoomFi's annual review). In addition, ADV Part 1, Item 9 will be updated to reflect the total number of accounts and securities for which the firm has custody. Any question as to what constitutes third party should be discussed and confirmed with the CCO.



### iii. Verbal Call Back Procedures

Requests from clients to transfer cash or securities, whether involving standing instructions or not, must be confirmed verbally with the client. The only exception is transfers made through periodic payment plans established by the client in writing, such as monthly distributions for a fixed amount. Verbal confirmation of transfer requests is critical to confirm the identity of the client and prevent identity theft. It is also Firm policy to confirm all banking information on wire transfers before forwarding the information to the custodian. If the wire is to a Title company, the Firm must call to confirm the information requested. Below are possible signs of email fraud to which all Access Persons should be alert:

Originating email address is not the client's true email.

Example: A lowercase "l" and a capital "I" can sometimes be indistinguishable.

Originating email address changes during emails.

Example: A fraudster might hack a client's email address, inform the client's adviser that his or her email has been hacked, and ask the adviser to use a new email address that the fraudster provides.

Originator makes an urgent request to send a wire to a third party.

Example: Fraudster requests a wire be sent in U.S. dollars to bank in Hong Kong because of a death in the family.

Originator states he or she is unavailable by phone.

Example: The purported client states that he or she is out of the country, about to board an airplane, at the hospital, attending a funeral, and so on.

Time zone stamp on the email does not match the account holder's geographic location.

Example: Client lives on the East Coast, but the email time stamp does not correspond.

Signature on the letter of authorization (LOA) appears faded, photocopied, or traced.

Example: The signature or signature page looks different from the rest of the wire request.

The email states the client is willing to sell out all positions to send a wire immediately.

Example: The purported client sends a request to liquidate an account before confirming the amount that needs to be wired.

An email requesting balance information is immediately followed by a request to wire out all—or a significant portion—of the funds once the balance is obtained.

Example: The purported client states that the available funds will be sufficient rather than wait for a trade to be placed to reach the requested amount.

Consecutive wire requests are sent to the same destination in a short period of time.

Example: The purported client sends a wire request in a small denomination, and immediately after it is successfully sent, he or she initiates a wire request for a substantially larger amount to the same destination.

### iv. Identity Theft Rules

Regulation S-ID ("Identity Theft Rule") requires firms that are a "financial institution" or "creditor" offering or maintaining "covered accounts" to develop, implement and administer a Written Identity Theft Prevention



Program to detect, prevent, and mitigate identity theft in connection with the opening of a covered account or the maintenance of any existing covered account. The Identity Theft Rule also require every firm that is a financial institution or creditor to periodically reassess whether it offers or maintains covered accounts that would require it to have in place a written program.

a. Firm Policy

XoomFi's policy is to protect the firm's clients and their accounts from identity theft and to comply with the Rules. XoomFi has developed and implemented a Program, which is appropriate to the firm's size and complexity, as well as the nature and scope of the firm's activities. This Program has been created to incorporate policies and procedures that are reasonably designed to prevent identity theft with regard to the firm's current and prospective clients.

The Program is reviewed and updated periodically by the CCO to ensure that any changes in regulations and/or the firm's business are reflected in the Program. The Program includes "reasonable policies and procedures" to:

- Identify Red Flags for covered accounts.
- Detect Red Flags that are included in the Program.
- Respond to those Red Flags appropriately.
- Ensure that the Program (including the Red Flags determined to be relevant) is updated periodically to reflect changes in risks to the clients of the firm and to the safety and soundness of the firm from identity theft.

b. Definitions

*Financial Institution* – a depository institution or any other person that, directly or indirectly, holds a transaction account belonging to a consumer.

*Transaction Account* – an account that permits the account holder to make withdrawals for payments or transfers to third parties of funds via telephone transfer, check, debit card or other similar items.

*Consumer* – an individual (excludes institutions).

*Covered Accounts* – 1) an account offered or maintained primarily for personal, family or household purposes that is designed to permit multiple payments or transactions; or 2) any other account for which there is a reasonably foreseeable risk to customers or the safety and soundness of the member firm from identity theft, including financial, operational, compliance, reputation, or litigation risks.

*Creditor* – any person who regularly extends, renews, or continues credit or regularly arranges for the extension, renewal or continuation of credit. A member firm will be deemed to be a creditor if it extends credit, or arranges to extend credit, to any of its customers in any other context.

c. Administering the Program

The CCO has responsibility for the supervision and implementation of the Program, as well as the training of all Supervised Persons. The CCO will provide periodic training to all Supervised Persons regarding XoomFi's Program.



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XoomFi may, in its discretion, provide information regarding identity theft prevention to the firm's clients using materials that are available from the SEC or any other regulatory body.

d. Red Flag Identification/Detection/Response

XoomFi considers the following factors in identifying relevant Red Flags for covered accounts, as appropriate:

- The types of accounts XoomFi offers and/or services;
- The methods XoomFi uses to open accounts;
- The procedures provided to clients and XoomFi Access Persons for accessing covered accounts;
- Previous experiences with identity theft.

XoomFi will incorporate relevant Red Flags from the following sources, as deemed appropriate:

- Firm experiences with identity theft;
- Methods of identity theft that XoomFi has identified that reflect changes in identity theft risks;
- Applicable supervisory guidance.

The Program will include Red Flags from the following categories, as deemed appropriate:

- Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detection services;
- The presentation of suspicious documents;
- The presentation of suspicious personal identification information, such as suspicious address changes;
- The unusual use of, or suspicious activity related to, a covered account;
- Notices from clients, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with accounts managed by XoomFi.

The Program addresses the detection of Red Flags in connection with the opening of covered accounts and existing covered accounts by:

- Obtaining information from, and verifying the identity of, a person opening a covered account using the firm's policies and procedures for identification and verification;
- Authenticating a client's identity, monitoring transactions, and verifying the validity of change of address requests, in the case of existing covered accounts.

XoomFi has also identified specific examples of the types of Red Flags that may be detected by XoomFi in the management of the firm's covered accounts and has developed procedures for responding to those Red Flags. See the "Red Flag Identification and Detection Grid" attached hereto as Appendix C.



In determining an appropriate response to any of the Red Flags on Appendix C, XoomFi may consider several factors that may heighten the risk of identity theft, such as:

- an incident that results in unauthorized access to a client's account records;
- notice that an XoomFi client has provided account information to someone fraudulently claiming to represent XoomFi; and
- notice that an XoomFi client has provided account information to a fraudulent website.

If any evidence of identity theft is detected, the CCO must be notified immediately. The CCO will work with the Managing Director to evaluate the circumstances and provide an appropriate response which may include:

- contacting the client;
- changing the passwords, security codes or other security devices that permit access to a covered account;
- reopening a covered account with a new account number;
- closing an existing covered account;
- refusing to open a new covered account;
- notifying law enforcement agencies; and
- determining that no response is warranted under the circumstances.

#### e. Other Service Providers

XoomFi utilizes the services of third-party service providers in connection with the overall operations of the firm as well as in servicing the firm's covered accounts. The CCO is responsible for overseeing the firm's third-party service providers to ensure that the firm's relationship with the provider does not put the firm at undue risk for identity theft. See XVII. Service Provider Due Diligence for the Firm's policies on the oversight of service providers.

#### f. Updating the Program

The CCO will perform an annual assessment of the Program as part of the firm's Annual Review of Compliance and will update the Program (including the Red Flags determined to be relevant) to reflect changes in risks to clients or changes in the safety and soundness of XoomFi's business model. As part of this review, the Chief Compliance Officer will consider factors such as:

- XoomFi's specific experiences with identity theft;
- changes in methods of identity theft used by perpetrators;
- changes in methods used to detect, prevent, and mitigate identity theft;
- changes in the types of accounts that XoomFi offers or maintains; and



- changes in XoomFi's business arrangements, including mergers, acquisitions, alliances, joint ventures, and service provider arrangements.

In updating the Program, the CCO will keep current with new methods used to detect, prevent, and mitigate theft. XoomFi will strive to recognize new Red Flags emerging as technology changes and keep up to date with ID thieves' tactics, technology, and new threats.

g. Program Controls

The Firm's current compliance policies and procedures that are in place further support the Identify Theft Program. These policies provide a significant foundation for the protection of client information and the Program.

h. Section IX – Approval

The Program is approved by the CCO and CEO to confirm they are reasonably designed to enable the firm to detect, prevent and mitigate identity theft.

*RESPONSIBLE PARTY: The CCO is responsible for the proper disclosures and procedures related to custody.*



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#### XIV. ANTI-MONEY LAUNDERING

Money laundering occurs when money from illegal activity is moved through the financial system to make it appear the funds came from legitimate sources. In the U.S., anti-money laundering legislation came into existence in 1970 with the Bank Security Act. The 1986 Money Laundering Control Act, and the recent USA Patriot Act of 2001, reinforced government commitments to contain and impede illegal financial activity. Registered investment advisers are not currently subject to the provisions of the USA Patriot Act. On October 31, 2008, FinCEN withdrew the proposed rules requiring investment advisers to adopt and implement an anti-money laundering (“AML”) compliance program ([http://www.fincen.gov/news\\_room/nr/pdf/20081030.pdf](http://www.fincen.gov/news_room/nr/pdf/20081030.pdf)). As such, XoomFi has not specifically adopted an AML compliance program under the Patriot Act.

All U.S. persons, including investments advisors, must comply with the requirements of the U.S. Office of Foreign Assets Control (OFAC). OFAC imposes sanctions against various foreign governments, financial institutions and other persons who are involved in or suspected of terrorism, drug trafficking or other types of illegal activities. OFAC prohibits U.S. persons from entering into various prohibited transactions with particular jurisdictions or persons identified by OFAC.

To ensure compliance with OFAC requirements, XoomFi gathers such information during the onboarding process to know the client. This information helps the firm to determine whether to accept a prospective client. In addition, client and prospective client names are checked, if deemed necessary, against OFAC’s list of prohibited governments, agents and entities ([www.treas.gov/ofac](http://www.treas.gov/ofac)). XoomFi may rely on the custodian for OFAC requirements.

*RESPONSIBLE PARTY: The CCO is responsible for reviewing client information to verify identification and reporting any suspicious transactions or other activity.*



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## XV. SOLICITATION

Registered investment advisers that engage third parties to solicit clients are generally subject to Rule 206(4)-1 under the Advisers Act. This rule requires that the solicitor not be subject to certain disciplinary disqualification and that he or she provides clients with prescribed disclosures as defined under the Advertising Section. All solicitation/referral arrangements in which there is compensation greater than \$1,000 over a 12-month period are required to have written agreements in place, of which much be reviewed by the CCO to confirm all required elements.

**XoomFi does not currently have any solicitation arrangements in place.**

*RESPONSIBLE PARTY: The CCO is responsible for approving any solicitation arrangements and assuring that required disclosures are provided to clients.*





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## XVI. PORTFOLIO MANAGEMENT AND TRADING

### A. Model Management

XoomFi is an internet-based advisor that uses an algorithm created to manage client accounts based on their individual financial situation and goals. Clients provide information about themselves and their investment objectives exclusively through the XoomFi interactive website in the form of a questionnaire during the onboarding process.

The purpose of the computer programs is to automate XoomFi's investment process, allow XoomFi to continuously monitor a larger universe of assets than would be possible manually, take emotional bias out of trading and reduce friction in the execution of the strategies, including minimizing any errors in trading.

As such, XoomFi may make changes to our systems at any time depending on market conditions or new research, with or without notice to clients, just as a discretionary trader may decide to trade or not trade any security at any time based on market conditions or new research.

#### i. Decision Makers

The CCO has oversight responsibility for the investment process at XoomFi. The CCO determines the details of the rebalancing process for client portfolios, including adjustments to model-suggested portfolios, and does the same on an as-needed basis for newly created portfolios.

#### ii. Model Changes

All model changes are characterized as either **major** or **minor** changes and have the following approval process:

##### a. Major Changes

Major model changes include any change in any model that causes the final portfolio to have a large difference in the asset weights or portfolio characteristics (i.e. portfolio risk, expected returns) as compared to the final asset weights or portfolio characteristics prior to the change, or any change that would cause the investment process to be materially different from that previously described to clients.

#### **Approval**

Documented approval by the CCO is required in order to make a major model change. All changes will be logged, including a date and description of the change(s) made.

#### **Change Process**

The following is XoomFi's policy for implementing changes in models:

1. Research presented, reviewed, and tested suggests a model change (this entire process can take significant amounts of time)
2. A memo is drafted defining the change and approved by the CCO.
3. The CCO makes the appropriate change to the model.
4. Changes in the process are made to a copy of the live code for testing.



5. The results of the changes to the copy of the live code are reviewed and if approved, signed off by the CCO.
6. Final changes made on live code with changes documented in the code, and a copy of the previous version of the code maintained. Changes will be noted in a log of model revisions maintained by the CCO.

### ***Client Communication***

Major changes may require client communication and updates to the Firm's marketing materials, website and ADV. This is a subjective decision and must be made considering all the facts and circumstances. The CCO will determine the appropriate approach for communication and document his rationale.

#### **b. Minor Changes**

Minor model changes include those completed to refine small elements of the process, to adjust for changes in supporting data and/or code, or to improve the operations. These are discussed informally verbally or by email. These are not logged.

### ***Approval***

All changes to the models need approval from the CCO.

### ***Change Process***

The following is XoomFi policy for implementing changes in models:

1. The CCO can make the change
2. Change is made to a copy of the live code and tested
3. Code and outputs checked by and signed off on if no exceptions
4. Final changes made on live code with changes documented in the code, and a copy of the previous version of the code maintained.

### ***Client Communication***

Minor changes do not require client communication but may be communicated to clients and prospects as improvements to XoomFi investment process. Again, all changes will be communicated with the CCO to determine the appropriate approach with the rationale documented.

#### **iii. Inputs**

XoomFi uses financial, market and risk model data from commercial providers to populate the information used within the Firm's models.

#### **iv. Model and Data Security**

XoomFi model implementation code and extracted input data are stored on XoomFi internal file server. Specifically for the security of model code and data, to obstruct any unauthorized or accidental alterations, these files are stored in a specific directory hierarchy for which only the CCO has network access to write or edit files.



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## v. Errors and Corrections

No investment process, no matter how systematic, can be perfect or free from the effects of errors. XoomFi certainly makes no representation that its investment process will be error-free. However, it is plainly in XoomFi interest to minimize the effects of errors in our investment process, as the effects of errors are liable to detract from our investment performance and therefore our competitiveness in the investment management market, and thus in this matter XoomFi interests are completely aligned with our clients'. XoomFi will use our best efforts to prevent errors and minimize their investment impact. In general, there are two types of errors to which our investment process may be subject: erroneous input data and model implementation errors.

### a. Data errors

Although XoomFi uses industry-standard data vendors, errors in the vendor-supplied data are routine and basically unavoidable. These errors are often caused by failure to adjust for corporate actions or capital changes; some data may simply be outdated; and sometimes erroneous data may be caused by intentional fraud. XoomFi attempts to minimize the effects of data errors through statistical screening. For almost all quantities used in our forecast models, raw data values are scaled statistically across the set of futures and future options in the universe being modeled. Outlier values in the extremes of the data distribution are truncated or discarded. In addition, in the process of reviewing model-suggested portfolios, XoomFi attempts to avoid adding portfolio positions where the suggested addition is significantly influenced by earnings data that may be erroneous, or even simply historically unrepresentative.

If erroneous data is detected, when appropriate XoomFi may attempt to have the error corrected by the vendor. Since details of the portfolio construction process are not shared with clients, XoomFi will not generally inform clients of the detection of data errors.

### b. Model implementation errors

XoomFi undertakes to use its best efforts to ensure that code used to implement our models and investment processes will perform as intended. Computer code is tested during development, including manual spot-checking of the output of coded algorithms. However, it is impractical to mathematically prove that code will always produce the intended results, or to anticipate all circumstances that may arise in data sets on which the code may operate in the future. Therefore, some errors may occur.

If implementation errors are detected, XoomFi will correct and re-test the implementation code. If possible, this will be done before any further use of the affected software in the investment process for live portfolios. Any errors detected will be logged by the CCO.

XoomFi investment process may also be affected by errors in commercial computer programs supplied by our vendors. If such a circumstance is detected, XoomFi will immediately attempt to have the problem corrected by the vendor. Again, if possible, this will be done before any further use of the affected software in the investment process for live portfolios.

Since details of the software implementation of our models are not shared with clients, XoomFi will not generally inform clients of the detection of implementation errors. However, if in the judgement of the CCO, in consequence of an implementation error the investment process for a client portfolio has been materially different than the process as described or represented to the client, the client should be informed of the error and, to the



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extent possible, its consequences. This is a subjective decision and must be made considering all the facts and circumstances. The CCO will be involved in this discussion to determine the appropriate approach for communication.

vi. **Model Overrides**

Conditions that might cause XoomFi to override the algorithm include:

- Significant events that move the market or an individual asset on an intraday basis
- Prolonged changes in market conditions
- Technology failures

Any overrides will also be logged.

*RESPONSIBLE PARTY: The CCO has overall responsibility for making sure the client's portfolio is suitable, based on their risk tolerances and objectives, as set by the web-based application.*

**B. Portfolio Management and Compliance with Client Guidelines**

As fiduciaries, investment advisers owe their clients a duty to provide suitable investment advice. This duty generally requires an investment adviser to determine that the investment advice it gives to a client is appropriate for the client, taking into consideration the client's financial situation, investment experience, and investment objectives.

During the onboarding process, the interactive website will gather information from the client from a questionnaire and the algorithm will use that information to select one or more of the three investment models offered by XoomFi.

XoomFi does not allow clients to impose restrictions.

*RESPONSIBLE PARTY: The CCO is responsible for ensuring that there is a completed questionnaire for all clients and the algorithm is correctly computing investment models appropriate for those clients.*

**C. Allocation of Investment Opportunities**

XoomFi must allocate all investment opportunities among eligible clients promptly and on a documented, equitable basis. In some instances, XoomFi may encounter situations where it may be beneficial for one or more of its clients' accounts to purchase or sell a security where the investment opportunity is limited. In these instances, XoomFi will allocate the opportunity among its eligible client accounts. Regulators require registered advisers to allocate securities transactions and make advisory recommendations in a fair and equitable manner or provide a fair and clear disclosure that the adviser does not. Failure to meet these requirements may result in a violation of the anti-fraud provisions of the Advisers Act. Allocation decisions must be made in a timely manner. XoomFi or its supervised persons' proprietary accounts cannot be traded in a favorable manner over client accounts.

Clients of XoomFi will be managed in accordance with one or more of three investment models and allocations among clients will be consistent with each investment model.



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*RESPONSIBLE PARTY: The CCO is responsible for ensuring opportunities are allocated equitable among the investment models and clients.*

#### D. Batching of Orders and Order Allocation Procedures

Accounts of XoomFi are individually managed to address the unique needs of each client, including but not limited to tax considerations, socially conscious restrictions, and liquidity requirements.

When consistent with the best interests of XoomFi's clients, orders for two or more clients may be "batched" or placed as an aggregated order for execution. Each client that participates in the order then does so at the average price for all the transactions and shares in any commissions paid on a pro-rata basis.

The CCO enters batched trades or verbally communicates them to the trader or another member of the Firm. All batched trades must be promptly allocated. Transactions for a client's account may not be aggregated for execution if the practice is prohibited by or inconsistent with that client's investment management agreement or investment policy statement.

*RESPONSIBLE PARTY: The CCO is responsible for batching orders with the traders and maintaining documentation for any deviations from policy.*

#### E. Selection of Brokers and Best Execution

The Firm is constantly evaluating its custodial and trading relationships to make sure that it is acting in the best interests of its clients. Pursuant to SEC interpretations of the Investment Advisers Act of 1940, XoomFi has a fiduciary obligation to obtain "best execution" of clients' transactions under the circumstances of the particular transaction. The adviser must execute securities transactions for clients in such a manner that the client's total cost or proceeds in each transaction is the most favorable under the circumstances. The adviser must consider the full range and quality of the broker's services in placing a trade with that broker, including, among other things, the value of research provided as well as execution capability, commission rate, financial responsibility, and responsiveness to the adviser. The determinative factor is not necessarily the lowest possible commission cost, but whether the transaction represents the best qualitative execution for the managed account.

XoomFi considers both qualitative and quantitative factors when evaluating for best execution:

On at least an annual basis, in supplement to the regular execution quality reports provided by Interactive Brokers, XoomFi will document its review of such factors.

*RESPONSIBLE PARTY: The CCO is responsible for the annual review and documentation of best execution efforts.*

#### F. Directed Brokerage

XoomFi does not allow clients to direct brokerage.

#### G. Soft Dollar Research

XoomFi does not have any soft-dollar arrangements or receive research from broker-dealers that is tied to trading activity.



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#### H. Trade Errors

A “trade error” is defined as (a) an error in the trading process (e.g., a buy order is executed as a sell, or vice versa, or a security other than that which the Portfolio Manager ordered is purchased or sold); or (b) a violation of a Client’s investment restrictions (e.g., a security is purchased that is prohibited under the Client’s Investment Policy Statement). As a fiduciary, XoomFi has the responsibility to effect orders correctly, promptly and in the best interests of its clients. In the event any error occurs in the handling of any client transactions, due to the Firm’s action or inaction, the Firm’s policy is to correct the error as soon as practicable and to bear the cost of any such trade error.

Trade errors must be reported promptly to the CCO. The CCO, along with the CIO, will determine the appropriate method for correcting the error. If the error is the responsibility of XoomFi, any client transaction will be corrected and XoomFi will be responsible for any Client loss resulting from an inaccurate or erroneous order. Any client gain resulting from an inaccurate or erroneous order will be credited to the client account, unless directed otherwise by the client.

*RESPONSIBLE PARTY: The CCO is responsible for ensuring that appropriate corrective action is taken in response to trade errors, documenting such errors and taking steps as warranted to reduce the likelihood of their reoccurrence.*

#### I. Principal Trading, Agency, and Internal Cross Transactions

It is XoomFi’s policy not to engage in principal trading (i.e., buying or selling securities from/to a proprietary account from/to a client’s account) or agency cross transactions (i.e., where XoomFi acts as a broker and sells a security from one advisory account to another account and receives a brokerage commission).

*Responsible Party: Each Supervised Person trading in client portfolios is responsible for adhering to these policies and reporting as appropriate to the CCO. The CCO is responsible for monitoring trade activity for adherence and any possible violations.*



## XVII. ROLLOVER ADVICE

As an internet advisor, XoomFi does not have directly contact with clients and therefore does not make recommendations for retirement rollovers and therefore does not need to comply with PTE 2020-02.



## XVIII. OPERATIONAL PROCEDURES

### A. Security Valuation

All securities are valued by the custodian, Interactive Brokers. These are the values that are used for billing and reporting purposes. Given the types of securities purchased for client accounts, XoomFi has not had an issue of prices not being available or accurate. However, in the event a price is found to be inaccurate, XoomFi will obtain individual broker quotes.

*RESPONSIBLE PARTY: The CCO is responsible for consistent and accurate valuations.*

### B. Fees and Billing

All client fees at XoomFi are charged a performance fee, which is billed quarterly in arrears. The performance fee is based on a Water Mark established and will be the value of your portfolio two consecutive quarters prior to the quarter for which the current performance fee is being calculated. For example, if we are determining your fees for the first quarter, we will compare the value of your account on March 31st against the value of your account on September 30th of the previous year. If there is a gain in the portfolio between those two values, we will charge a 20% fee on those gains. If there is a loss, we will not charge any fees for that quarter.

XoomFi calculates the fee and communicates it to Interactive Brokers who directly debits the fee from the client's account.

Given that XoomFi charges a performance fee, all clients must meet the definition of a qualified client as defined by Rule 205-3:

1. A natural person who, or a company that, immediately after entering the contract has at least \$1,100,000 under the management of the investment adviser; or
2. A natural person who, or a company that, the investment adviser entering into the contract (and any person acting on his behalf) reasonably believes, immediately prior to entering into the contract, has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$2,200,000, excluding the value of the primary residence, at the time the contract is entered into.

The qualified client status will be confirmed by the client during the onboarding process.

*RESPONSIBLE PARTY: The CCO is responsible for ensuring all clients are qualified clients and that the fees are accurately calculated.*

### C. Proxy Voting

XoomFi generally accepts responsibility for voting proxies, however clients may choose to not have XoomFi vote their proxies. Each Client's investment management agreement will specify whether XoomFi is to vote proxies relating to securities held for the Client's account. If the agreement is silent as to the proxy voting and no instructions from the client are on file, XoomFi will assume responsibility for proxy voting.

XoomFi will generally vote with management and maintain records to support all votes cast, including the receipt of the original ballots. In the event of a potential conflict, XoomFi may either refrain from voting, request the client to vote, or obtain recommendations from an independent third party. Any conflicts will be logged including the resolution.





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Any requests for proxy voting records will be logged by the CCO, including the date of the request and the response by XoomFi.

*RESPONSIBLE PARTY: XoomFi is responsible for voting all proxies as required by the client agreement and maintaining the records to support.*

#### D. Business Continuity Plan

XoomFi maintains a written Business Continuity Plan, under separate cover, that it will adhere to in the event of a significant business disruption.

*RESPONSIBLE PARTY: The CCO is responsible for periodically reviewing and, if necessary, updating the Firm's Business Continuity Plan.*



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## XIX. SERVICE PROVIDER DUE DILIGENCE

XoomFi utilizes unaffiliated third parties to assist it in providing investment advisory services to clients. When entering into agreements with such parties, XoomFi will ensure that the parties are completing the contracted services. Failure by the service providers to meet their obligations could subject XoomFi and its clients to increased risk.

### A. Due Diligence Reviews

XoomFi conducts initial and ongoing due diligence of key service providers. The extent of the due diligence process varies greatly between service providers and is based on the product/service and risks posed to XoomFi. Such considerations include the nature of the services provided (e.g., whether they are critical to the investment management function; whether they are easily replaceable) and the information to which the service provider will have access (e.g., whether they have access to confidential client information, XoomFi non-public information, etc.).

XoomFi will obtain an executed written agreement with the service provider that includes the services being provided to XoomFi under the terms of the agreement. In circumstances where the service provider will have access to XoomFi and/or client information, (1) the written agreement will contain appropriate confidentiality language, and (2) XoomFi will request to be notified by the service provider in advance of any significant changes to the service provider's systems or services that could have a security impact to the Firm.

Thereafter, reviews will be conducted periodically as deemed necessary by the CCO. Depending upon the nature of services the third-party providers, XoomFi may collect and review the following policies: BCP; Cybersecurity; Insurance; AML, SOC reviews; and any others XoomFi deems necessary to complete a robust due diligence review. XoomFi may use a due diligence questionnaire and/or check service provider references as part of its process.

### B. Initial Due-Diligence of New Key Service Providers

New service provider relationships must be approved by a department head or an officer of the Firm following the initial due diligence of the service provider. The initial due diligence of a vendor may include calls or meetings with, or onsite visits to, the vendor and/or a review of some or all the following:

- The specific services to be provided and any other obligations of the vendor;
- The written agreement or the vendor's published terms of services;
- The cost of the product/service relative to its anticipated value;
- The vendor's privacy, information security, and business continuity policies;
- The vendor's internal controls report(s) (e.g., SSAE 16, SOC);
- The vendor's audited financial statements;
- The vendor's experience, capacity, or current client references; and
- Any potential or actual conflicts of interest between the vendor and XoomFi or its clients.

### C. Ongoing Due Diligence of Existing Key Service Providers

Existing key service providers must be reviewed at least annually. These reviews include some or all the following activities: document collection and review; feedback from those employees who actually interact with the vendor



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or use the product/service; calls, virtual or on-site meetings with the vendor. Topics that may be addressed during the review include:

- The vendor's fulfillment of its obligations;
- The cost of the service;
- The vendor's responsiveness to XoomFi;
- The vendor's organizational structure and financial stability;
- The vendor's internal controls and related report(s);
- The testing results of the service provider's business continuity and/or disaster recovery plan and any incidents that occurred since the time of the last review;
- The testing results of the service provider's cybersecurity or information security program and any incidents that occurred since the time of the last review;
- Any potential or actual conflicts of interest between the vendor and XoomFi or its clients that may have emerged since the time of the last review;
- Any material changes since the time of the last review affecting the vendor or its services;
- Any anticipated changes that will affect the vendor or its services; and
- Any identified redundancies or replacements for the vendor or product/service.

If at any time any employee believes that a service provider is not meeting its obligations, is providing inadequate services, or is experiencing any significant issue, he or she should promptly report the matter to the department head or the CCO.

*RESPONSIBLE PARTY: The employee responsible for managing the relationship with the service provider shall follow up on any issues associated with the service provider. If an employee has any reason to believe that the service provider is failing to meet the terms of its agreement with XoomFi, the employee must report the issue to the CCO. The CCO will maintain documentation supporting the due diligence reviews of service providers.*



## XXI. CLIENT COMPLAINTS

All personnel have been instructed to report any client complaint, verbal or written, to the CCO. XoomFi takes all customer complaints seriously. The CCO shall promptly initiate a review of the factual circumstances surrounding any verbal or written complaint that has been received. Complaints are logged, noting date of complaint, by whom the issue involved, resolution of complaint and actions taken to prevent such complaints from occurring in the future.

*RESPONSIBLE PARTY: All Supervised Persons are responsible for reporting complaints to the CCO, who will take appropriate action and document it.*



## XXIII. ERISA

### A. ERISA Policy

XoomFi acts as an investment manager for advisory clients which are governed by the Employment Retirement Income Security Act (ERISA). ERISA-covered plans include, among other things, individual corporate employer-sponsored pension, profit sharing and retirement savings plans (e.g. 401K), “simplified employee pension” (SEP) plans, jointly trusted labor-management Taft-Hartley plans and plans established or maintained by tax-exempt entities. ERISA does not cover plans established by government entities, certain church plans, foreign plans covering nonresident aliens and certain other plans excluded by statute. Plans not sponsored and maintained by employers for employees are not subject to ERISA. These include IRAs not sponsored or contributed by the employer, so called “Keogh” or “HR-10” plans covering only self-employed individuals, and corporate-sponsored plans covering only the corporation’s sole shareholder and his or her spouse. These plans (as well as those subject to ERISA) are subject to the prohibited transactions excise tax provisions of Section 4975 of the Internal Revenue Code of 1986 (Code).

As an investment manager and a fiduciary with special responsibilities under ERISA, and as a matter of policy, the firm is responsible for acting solely in the interests of the plan participants and beneficiaries. XoomFi’s policy includes, among other things, managing client assets consistent with the “prudent man rule,” exercising proxy voting authority if not retained by a plan fiduciary, maintaining any ERISA bonding that may be required and obtaining written investment guidelines/policy statements, as appropriate.

### B. General Fiduciary Obligations under ERISA

When a client of the firm is an employee benefit plan subject to ERISA, the firm, as an investment manager for the plan, is considered a “plan fiduciary” under ERISA and must meet certain specific requirements under ERISA and Department of Labor (“DOL”) rules and interpretations. As a fiduciary to an ERISA Plan, the Firm must:

- manage the ERISA Plan solely in the interests of plan participants and beneficiaries and for the exclusive purpose of providing benefits to them and defraying reasonable expenses of administering the ERISA Plan;
- act with the “care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;”
- diversify the ERISA Plan’s investments so as to minimize the risk of large losses, unless under the circumstances it is clearly not prudent to do so;
- maintain the indicia of ownership of the ERISA Plan’s assets within the jurisdiction of the United States federal district courts, unless an exception applies; and
- comply with the documents and instruments governing the ERISA Plan to the extent they are consistent with ERISA.

### C. Prohibited Transactions

The Firm must avoid any “prohibited transaction,” i.e., self-dealing transactions with the ERISA Plan and proscribed transactions between the ERISA Plan and other plan fiduciaries or parties having certain other types of relationships to the ERISA Plan, such as the employer or union that sponsors the ERISA Plan or their employees, plan trustees and certain providers of services to the ERISA Plan, including broker-dealers, lawyers, administrators, custodians, etc. Prohibited transactions include acting as a principal in a client trade, selling any property to or buying property from a Client Account, being indemnified with plan assets (without appropriate caveats), allowing



cross-trades between an ERISA Plan account and another Client Account, accepting solicitation fees for referring an ERISA client to a third party or lending money to or borrowing money from an ERISA Plan. Many transactions permitted under the Advisers Act are prohibited under ERISA. In addition to being prohibited by ERISA, these transactions generally can result in the imposition of excise taxes under the Code.

ERISA, the Code and DOL rules provide a number of exemptions that allow plans to engage in certain otherwise-prohibited transactions, provided applicable requirements are satisfied. A common exemption is the “qualified plan asset manager,” or QPAM, exemption, which allows for transactions between an ERISA Plan and some prohibited parties, if the transaction is negotiated by an SEC-registered adviser who meets specified equity and assets-under-management thresholds, and other conditions are met.

#### D. Performance-Based Compensation

The DOL has issued limited guidance that may allow an adviser to receive performance-based compensation under certain conditions. The ERISA Plan must be sufficiently sophisticated (typically as demonstrated by asset size), compensation structure must be formulaic, the compensation must be based on unrealized as well as realized gains, the Firm may not set the value of non-publicly traded assets for purposes of the fee calculation and the Firm’s fiduciary duties to the ERISA Plan must be respected.

#### E. Compliance with Written Investment Policies, Guidelines for the Plan, and Diversification Requirements

If a “named fiduciary” to the ERISA Plan (generally the person that retains the Firm) has issued written investment guidelines or policies for the ERISA Plan, the Firm must follow those guidelines or policies, unless, in the case of a particular transaction, the guidelines or policies mandate an investment decision that would be imprudent or otherwise inconsistent with ERISA.

In addition, care must be taken to determine what percentage of the ERISA Plan’s assets the Firm is to manage and, if the Firm is to manage only a part of the ERISA Plan’s assets, the diversification standards that the Firm must follow in managing that portion of the ERISA Plan’s Client Account. The Firm’s investment management agreement with the ERISA Plan and the written investment guidelines provided to the Firm should clearly describe these standards. When the Firm is expected to concentrate investments for the ERISA Plan in a particular type or class of investments (such as a certain sector of equity investments), the investment management agreement with the Firm or supplemental investment guidelines should provide specific directions to that effect from a duly authorized “named fiduciary” for the ERISA Plan. Where the Firm manages only part of an ERISA Plan’s total assets, the investment management agreement should state that the Firm is responsible for only those plan assets that are under its management, and for investment of those plan assets according to the diversification and other written guidelines a “named fiduciary” has provided. If the Firm is either expected to concentrate investments for the ERISA Plan in a particular type or class of investments, or is expected to manage only a part of the ERISA Plan’s total assets, the investment management agreement should also state that the named fiduciary has responsibility for ensuring that the ERISA Plan’s assets, in the aggregate, are diversified and that the decision to appoint the Firm as an investment manager to the ERISA Plan is being made as a part of an overall investment policy.

#### F. Fidelity Bonds

To manage an ERISA Plan, the Firm must maintain a fidelity bond, unless the investment management agreement provides that the Firm will be insured under the ERISA Plan’s own bond. A copy of the rider evidencing coverage of



the Firm should be obtained and kept in the insurance file. The amount of the bonds must not be less than 10% of the funds handled, but not less than \$1,000 or more than \$500,000.

#### G. Proxy Voting

Where the Firm has discretionary authority to manage an ERISA Plan, the Firm must vote proxies for the Client Account, except when the named fiduciary has reserved to itself or to another named fiduciary (as authorized by the ERISA Plan document) the right to direct an ERISA Plan trustee regarding the voting of proxies.

#### H. Soft Dollars

XoomFi does not have any soft dollar arrangements.

#### I. ERISA Plan Documents

Before entering into an investment management agreement with an ERISA Plan, the Employee responsible for the account should obtain and review with the Chief Compliance Officer copies of the documents establishing and governing the ERISA Plan and confirm that: (a) the person executing the investment management agreement with the Firm on behalf of the ERISA Plan has the authority to retain an outside investment manager; (b) the assignment of proxy voting responsibilities is consistent with the arrangements spelled out in the investment management agreement; (c) the Firm has properly authorized and current copies of any investment policies, guidelines or restrictions that must be followed in managing the ERISA Plan as well as copies of any proxy voting policies for the ERISA Plan; and (d) the ERISA Plan is permitted to add the Firm as a named insured to the ERISA Plan's own fidelity bond.

#### J. 408(b)2 Disclosure Requirements

On February 2, 2012, the DOL issued the final rule Reasonable Contract or Arrangement Under Section 408(b)(2) – Fee Disclosure that requires investment advisers and other service providers to provide advance disclosures to ERISA Plans concerning their services and compensation, both direct and indirect.

- *Services* – A description of the services to be provided pursuant to the contract or arrangement;
- *Status* – A statement that the provider, an affiliate, or a subcontractor will provide, or reasonably expects to provide, services as a fiduciary and/or an Investment Adviser registered under the Advisers Act or any State law; adviser registered under either the Investment Advisers Act of 1940 or any State law;
- *Compensation:*
  - *Direct* - A description of all direct (in aggregate or by service) compensation received by the provider, affiliate, or sub-contractor in connection with services;
  - *Indirect* - A description of all indirect compensation received by the provider, an affiliate, or a sub-contractor in connection with the services – the disclosure of indirect compensation must identify;
    - the services for which the indirect compensation will be paid
    - the payers of the indirect compensation; and
    - a description of the arrangement between the payer and the covered service provider, an affiliate, or a subcontractor, as applicable, pursuant to which such indirect compensation is paid.
- *Related Party* - any compensation that will be paid among the covered service provider, an affiliate, or a subcontractor, in connection with the services if it is set on a transaction basis (*e.g.*, commissions, soft



dollars, finder's fees or other similar incentive compensation based on business placed or retained) or is charged directly against the covered plan's investment and reflected in the net value of the investment.

The disclosure must include

- identification of the services for which such compensation will be paid; and
- identification of the payers and recipients of such compensation (including the status of a payer or recipient as an affiliate or a subcontractor)
- *Compensation for Termination* – A description of any compensation that the provider, an affiliate, or a subcontractor reasonably expects to receive in connection with termination of the contract or arrangement, and how any prepaid amounts will be calculated and refunded upon such termination.
- *Manner of Receipt* – A description of the manner in which the compensation will be received, such as whether the covered plan will be billed, or the compensation will be deducted directly from the covered plan's account(s) or investments.

The DOL did not provide a specified format but stated that the disclosures must be written. The required disclosures include description of the services to be provided, the compensation paid, and the method of payment.

Advisers entering into new contracts with covered plans must provide disclosure before the contract is executed. If there are changes to the disclosure, advisers must provide notice to the covered plan no later than 60 days after the adviser becomes aware of the change.

#### K. Fiduciary Rule

Effective June 9, 2017, XoomFi must comply with the Impartial Conduct Standards.

##### i. Impartial Conduct Standards

It is XoomFi's policy to comply with the Impartial Conduct Standards. Procedures have been outlined through this Manual to prevent violations of these Standards, which entails:

1. XoomFi will provide advice that is in the client's best interest. This entails prudent advice that is based on the investment objectives, risk tolerance, financial circumstances and needs of the client, without regard to financial or other interests of the Firm.
2. Charge no more than reasonable compensation.
3. Make no misleading statements about investment transactions, compensation, and conflicts of interest.

*RESPONSIBLE PARTY: The CCO is responsible for compliance with ERISA for any pension profit and plan clients.*





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## XXIV. GIFTS AND ENTERTAINMENT

### A. General Policy

XoomFi's policy with respect to gifts and entertainment is as follows:

- 1) Giving, receiving or soliciting gifts in a business may give rise to an appearance of impropriety or may raise a potential conflict of interest;
- 2) Supervised persons should not accept or provide any gifts or favors that might influence the decisions you or the recipient must make in business transactions involving XoomFi, or that others might reasonably believe would influence those decisions;
- 3) Modest gifts and favors, which would not be regarded by others as improper, may be accepted or given on an occasional basis. Entertainment that satisfies these requirements and conforms to generally accepted business practices also is permissible;
- 4) Where there is a law or rule that applies to the conduct of a particular business or the acceptance of gifts of even nominal value, the law or rule must be followed.

### B. Reporting Requirements

Any Supervised Person who accepts or provides, directly or indirectly, anything of value from any person or entity that does business with or on behalf of XoomFi, including gifts and gratuities with value more than \$500 per year in the aggregate, must report to the Chief Compliance Officer. Annually, all Supervised Persons will be required to attest that they have reported all reportable gifts according to the Firm's policy.

This reporting requirement does not apply to bona fide dining or bona fide entertainment if, during such dining or entertainment, you are accompanied by the person or representative of the entity that does business with XoomFi.

This gift reporting requirement is for the purpose of helping XoomFi monitor the activities of its employees. However, the reporting of a gift does not relieve any Supervised Person from the obligations and policies set forth in this Section or anywhere else in this Code. If you have any questions or concerns about the appropriateness of any gift, please consult the Chief Compliance Officer.

*RESPONSIBLE PARTY: Each Supervised Person is responsible for adhering to this policy and reporting gifts over the threshold. The CCO is responsible for logging all gifts reported.*



## XXV. POLITICAL CONTRIBUTIONS

No Supervised Person shall make or solicit any political contribution for the purpose of obtaining or retaining advisory contracts with government entities. Contributions by a Covered Associate made to any elected official who, within two years of the contribution, is able to influence the retention or has legal authority to retain XoomFi, will result in the firm's prohibition in receiving any adviser fees from that government entity for a period of two years.

### A. Exceptions for De Minimis Contributions

Covered associates are permitted to make aggregate contributions, without triggering the two-year "time out," of up to \$350 per election to an elected official or candidate for whom the covered associate is entitled to vote, and up to \$150 per election to an elected official or candidate for whom the covered associate is not entitled to vote. These de minimis exceptions are available only for contributions by covered associates, not XoomFi.

### B. Exceptions for Return Contributions

This exception, created to enable Advisers to cure an inadvertent political contribution made by a Covered Associate to an official for whom the covered associate is not entitled to vote, is available for contributions that in the aggregate, do not exceed \$350 to any one official, per election. XoomFi must have discovered the contribution that resulted in the violation within four months of the date such contribution was made, and within 60 days after learning of such contribution, the contributor must obtain the return of the contribution.

### C. Look-Back Provisions

Advisers are required to maintain a list of government entities to which the Adviser provides or has provided advisory services in the past 5 years, but not prior to the Rules' effective date. Furthermore, the Rule's look-back requirements continue to apply to an Adviser that does not currently have any government entity clients. Consequently, an Adviser that did not previously provide advisory services to a government entity and therefore had not maintained records required under this Rule, would be required to determine whether any contributions made the firm or its covered associates, and any former covered associates, would subject the Adviser to the two-year "time out" period prior to the Adviser accepting compensation from a new government entity client.

The two-year time out restriction will generally apply to the firm if a newly hired Covered Associate has made a prohibited contribution prior to the commencement of his or her employment if the Covered Associate solicits clients for the Adviser. The ban will apply for a "look-back" period of up to two years, beginning from the date of the contribution. However, if the new Covered Associate does not solicit clients on behalf of the Adviser, the two-year ban period is reduced to a maximum of six months.

Furthermore, the two-year or six-month ban will continue to apply to the Adviser for the duration of the ban period if the Covered Associate who made the relevant contribution is no longer employed by the Adviser. The SEC has indicated that this 'look-forward' provision is intended to prevent the Adviser from channeling contributions through departing employees.



#### D. Policy

For purposes of political contributions, XoomFi considers all Supervised Persons to be Covered Associates. No Covered Associates may contribute to any official PAC or through a third party without the prior consent of the CCO or in the absence of the CCO, his/her designee. If and only if this does not present a conflict of interest or harm the firm's ability to obtain clients, will the Covered Associate be allowed to make such a contribution. The CCO will maintain a log of all political contributions.

#### E. Books and Records:

The following will be maintained for a period of five years since the fiscal year of last use, with at least two years on-site.

- Names, titles, and address (business & home) of covered associates
- Clients that are government entities (past 5 years, not prior to September 13, 2010)
- All direct and indirect contributions made by adviser and covered associate (in chronological order) indicating:
  - Name and title of each contributor
  - Name and title of each recipient
  - Amount and date of each contribution or payment
  - Whether subject to exception from returned contributions
- Name and address (business) of all regulated persons who solicit government entities for adviser

*RESPONSIBLE PARTY: Each Supervised Person is responsible for adhering to this policy and reporting political contributions over the threshold. The CCO is responsible for logging all political contributions reported.*



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## XXVI. OUTSIDE BUSINESS ACTIVITY

### A. Service as a Director

No Supervised Person shall serve on the board of directors of any publicly traded company without prior authorization by the Chief Compliance Officer or a designated supervisory person based upon a determination that such board service would be consistent with the interest of XoomFi's clients.

### B. Outside Activity

Any outside business activities (even non-investment related) must be reported to the Chief Compliance Officer to mitigate any potential conflicts and update disclosures where appropriate.

*Use Exhibit 1 to report any outside business activity.*

*RESPONSIBLE PARTY: Each Supervised Person is responsible for adhering to this policy and reporting all outside business activity. The CCO is responsible for logging all outside business activity reported and determining if disclosures are required.*



APPENDIX A: COMPLIANCE MANUAL ACKNOWLEDGEMENT

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT TO THE CHIEF COMPLIANCE OFFICER

I acknowledge that I have received XoomFi Asset Management’s Manual and represent that:

1. I have reviewed the Manual and all attached or related policies and procedures.
2. I fully understand its terms and applicability to me.
3. I will comply with the policies and procedures outlined in the Manual in all respects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



APPENDIX B: OUTSIDE BUSINESS ACTIVITY APPROVAL

1. Name of Firm/Title Held.
  
2. Will you have a position as an officer or director?
  - i. Yes                      No
  
  - ii. If **yes**, will such Firm maintain an officers and directors liability policy in addition to any indemnification that you may be otherwise provided by such outside activity (provide details of coverage/indemnification):
  
3. Description of Outside Activity (duties).
  
4. Estimated amount of time spent on Outside Activity (yearly basis).
  
5. Will you or any related party receive any economic benefit from your participation in the Outside Activity?
  - i. Yes                      No
  
  - ii. If **yes**, please describe:

The employee represents that such activity does not violate any law or regulation, will not or does not interfere with his/her responsibilities to XoomFi, compete with or conflict with any interest of XoomFi. The employee represents that he or she will bring to the attention of XoomFi any potential conflicts of interest that arise due to such activity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed By

\_\_\_\_\_  
Date of Review



APPENDIX C: RED FLAGS IDENTIFICATION AND DETECTION GRID

XoomFi does not maintain physical custody of client assets although XoomFi will collect client identification information and will retrieve an OFAC report. XoomFi may also rely on the Customer Identification and Due Diligence policies of the qualified custodians and of its clients.

Red Flag	Detecting Red Flag
<b>Category: Suspicious Documents</b>	
Identification (Signature Authorization) information presented by client looks altered or forged.	XoomFi will scrutinize all identifying information presented for evidence it is altered or forged.
Information in the Investment Management Agreement differs from verbal representations by the client.	XoomFi will ensure that the information presented by the client verbally and in written documentation is consistent.
Information on the Investment Management Agreement does not match other information XoomFi has on file for the client.	XoomFi will ensure that the information presented and other information within the client's file at XoomFi or accessible through XoomFi's affiliate records is consistent.
<b>Category: Suspicious Personal Identifying Information</b>	
An authorized signer omits required information on the Investment Management Agreement and does not provide it when told it is incomplete.	XoomFi will track when clients have not responded to requests for required information and will follow up with the clients to determine why they have not responded.
Inconsistencies exist between the information presented by the client and what XoomFi has on file.	XoomFi will verify key items from the data presented with the information contained in the client's file.
<b>Category: Suspicious Account Activity</b>	
Soon after XoomFi receives a change of address request for a client's account, an XoomFi employee is asked to add additional access or authorized users to the account.	XoomFi will verify any change of address request by sending a notice of the change to both the new and old addresses so that the client will be informed of any unauthorized changes. Accordingly, XoomFi will verify any requests that seem uncharacteristic of a client's usual instructions by contacting the client directly following such request.



Mail that is sent to a client is returned repeatedly as undeliverable even though the account remains active.	XoomFi will note any returned mail for an account and immediately check the account's activity.
XoomFi learns that a client is not receiving quarterly account statements from their custodian.	XoomFi will maintain records in the client's file of any notification from a client that they are not receiving account statements from their custodian. XoomFi will investigate any such occurrence on behalf of a firm client.
XoomFi is notified that there are unauthorized charges to or transactions in a client's account.	XoomFi will verify that the notification is legitimate and then investigate the report on behalf of a client.
<b>Category: Notice from Other Sources</b>	
XoomFi is told that a client's account has been opened or used fraudulently by a client, an identity theft victim, or law enforcement.	XoomFi will verify that the notification is legitimate and then investigate the report on behalf of a firm client.
XoomFi learns that unauthorized access to a client's confidential information took place or is likely due to data loss, leakage, or breach.	XoomFi will investigate the details of the unauthorized access, determine whether an investigation is warranted, and notify the client as necessary.