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Form ADV Part 2A — Disclosure Brochure

Effective: 7/13/2026 (Other-Than-Annual Amendment)

Item 1 — Cover Page

This brochure provides information about the qualifications and business practices of Action Financial Planning LLC. If you have any questions about the contents of this brochure, please contact us at compliance@actionfinancialplanning.com or 208-358-9803. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.

Action Financial Planning LLC is a Registered Investment Advisor with the State of Idaho. Registration as an investment adviser does not imply a specific level of skill or training. Action Financial Planning LLC is not registered with the SEC.

Additional information about Action Financial Planning LLC is available on the SEC's website at www.adviserinfo.sec.gov, which can be found using the firm's identification number: 338203.

Item 2 — Material Changes

This brochure may be amended to reflect changes in our business practices, changes in regulations, and routine annual updates as required by securities regulators. Either this complete disclosure brochure or a summary of material changes will be provided to each client annually and whenever a material change occurs.

This brochure dated July 13, 2026 is an other-than-annual (interim) amendment to Action Financial Planning LLC's Form ADV Part 2A.

- Items 4, 5 and 7 (Advisory Business; Fees and Compensation; Types of Clients): We added disclosure describing our pro bono financial planning services — free, limited-scope financial planning for people in need who could not otherwise afford a financial planner — which we provide at no charge, both directly through our firm and as a volunteer through nonprofit pro bono programs; we also disclosed that, separately from pro bono, we may waive or reduce our fees for any client at our discretion. The changes described in our July 9, 2026 amendment (retirement-account rollover recommendations and PTE 2020-02, self-directed/automated implementation, trusted contact, electronic delivery, and the updated CFP Board Code reference) remain in effect.
- No other material changes have been made. The Firm's advisory services offered, service-tier fee amounts, methods of analysis, investment strategies, custody practices, and disciplinary history are otherwise unchanged from the prior brochure.
- A copy of this updated brochure is available at no charge by contacting the Chief Compliance Officer at compliance@actionfinancialplanning.com or 208-358-9803.

Item 3 — Table of Contents

Form ADV Part 2A — Disclosure Brochure

Item 1 — Cover Page.....	1
Item 2 — Material Changes	2
Item 3 — Table of Contents	3
Item 4 — Advisory Business	4
Item 5 — Fees and Compensation	9
Item 6 — Performance Based Fees	19
Item 7 — Types of Clients	19
Item 8 — Methods of Analysis, Investment Strategies and Risk of Loss.....	19
Item 9 — Disciplinary Information	21
Item 10 — Other Financial Industry Activities and Affiliations	21
Item 11 — Code of Ethics, Participation or Interest in Client Transactions	22
Item 12 — Brokerage Practices	23
Item 13 — Review of Accounts.....	23
Item 14 — Client Referrals and Other Compensation.....	24
Item 15 — Custody	24
Item 16 — Investment Discretion	24
Item 17 — Voting Client Securities	24
Item 18 — Financial Information	24
Item 19 — Requirements for State Registered Advisors	24

Item 4 — Advisory Business

Firm Information

Action Financial Planning LLC (“AFP,” “our firm,” “the firm,” “we,” “us”) is an Idaho state-registered investment adviser founded in 2024. Alison Chandler Tonks is the firm’s principal owner and Chief Compliance Officer (CCO). We provide financial planning and non-discretionary investment advisory services to individuals, families, charitable organizations and small businesses. We also provide non-discretionary pension consulting services to employer-sponsored retirement plans (such as 401(k) and cash balance plans). As your fiduciary, we put your interests first and deliver advice designed solely for your benefit.

Advisory Services Offered

AFP is a fee-only firm. The only compensation we receive is the fee you pay for our services. We provide financial planning and investment advisory services tailored to your goals.

We begin with a complimentary discovery meeting to determine whether we are a good fit and to answer your general financial planning questions. At or before that meeting we deliver our disclosure brochure (Form ADV Part 2A and 2B) and Privacy Policy. If you choose to engage us, you will review and sign our Financial Planning & Investment Advisory Agreement (“Agreement”) and pay the first installment of your fee before we begin substantive work. You will also share a clear, accurate picture of your finances, your goals, investment objectives, and risk tolerance so we can provide advice that fits you. Using this information, we analyze key areas of your plan, including net worth, cash flow, employee benefits, retirement planning, insurance, investments, taxes, education funding, and estate planning.

Before any pension consulting work begins, the plan sponsor must sign a Pension Consulting Agreement (“Agreement”). Our pension consulting is limited to:

- Preparing or updating the plan’s investment policy statement
- Assisting with the selection and/or monitoring of plan investment options
- Providing education to plan fiduciaries.

All advice is non-discretionary. We do not make decisions or take custody of plan assets.

For plan-level engagements with plans covered by Title I of ERISA, we furnish the responsible plan fiduciary with the written services-and-compensation disclosure required by ERISA Section 408(b)(2).

Financial Planning Services

We provide comprehensive and targeted financial planning to help you align your lifestyle, goals, and wealth. Services are available in person or by video. You can

access your plan and documents at any time through our secure web portal and mobile app.

During onboarding, you complete a risk tolerance questionnaire, define your goals, and upload relevant financial data and documents through the portal. We analyze your financial picture and deliver a personalized plan with clear, actionable recommendations that reflect your objectives and time horizon. We conduct periodic reviews and update your plan as your circumstances change.

Your financial plan may address any or all of the following areas:

- **Financial Goals:** We help you define your goals and create a financial plan to achieve them. Together, we'll determine the resources you'll need, how long it may take, and build a spending plan that supports your objectives.
- **Cash Flow and Debt Management:** We review your income and expenses to determine whether you have a surplus or deficit. We then provide guidance on how to best use any surplus or reduce expenses if needed. We may also recommend which debts to pay off first, suggest an appropriate cash reserve for emergencies, and review savings strategies to help you reach your goals.
- **Risk Management:** We review potential risks that could affect your financial well-being such as death, disability, property loss, or the need for long-term care. We provide guidance on strategies to reduce these risks, including whether insurance coverage or self-insuring is more appropriate for your situation.
- **Insurance:** We evaluate your current insurance policies to confirm they provide adequate coverage for life, health, disability, long-term care, property and other needs. Recommendations may be made to adjust or add coverage if gaps are identified.
- **Retirement Planning:** We project the likelihood of reaching your retirement goals and help you plan for financial independence. If projections fall short, we may recommend changes such as saving more, adjusting expenses, working longer, or revising your investment strategy. We also provide advice on Social Security claiming and withdrawal strategies to help make your money last throughout retirement.
- **Tax Planning Strategies:** We help you reduce taxes now and in the future by choosing tax-efficient accounts and investments. Because tax laws can change, our guidance reflects current rules and may need updates over time. Before taking action, consult a qualified tax professional. With your permission, we coordinate directly with your CPA — or introduce you to one — and join calls or meetings to keep your plan aligned.
- **Employee Benefits Optimization:** We review your workplace benefits — such as 401(k)/403(b), HSA/FSA, insurance, and stock plans — and recommend how to get the most value based on your goals and tax situation. If you own a business, we evaluate and recommend retirement

and benefit programs that align with both your company's needs and your personal retirement goals.

- **Estate Planning Analysis:** We review your current documents — will, powers of attorney, trusts, and related paperwork — and highlight gaps or updates. When appropriate, we suggest ways to simplify asset transfers, reduce probate, and minimize potential estate taxes. You should work with a qualified attorney to draft or update documents. With your permission, we can coordinate directly to keep titling and beneficiary designations aligned with your plan.
- **Education Funding:** We estimate how much you need for college or other education goals and recommend savings strategies and accounts (for example: 529 plans, custodial or taxable options). We also design student loan repayment strategies with projections so you can choose the most cost-effective path.
- **Charitable Giving Strategies:** We clarify your giving goals and recommend tax-smart ways to give — such as donating appreciated securities, using donor-advised funds, bunching deductions, or making qualified charitable distributions — while aligning with your cash flow and estate plan. Because tax rules can change, consult a qualified tax professional before taking action. With your permission, we can coordinate directly with your CPA or attorney and join calls or meetings to keep everything aligned.
- **Multi-Generational Planning:** We help you plan for aging parents and thoughtful wealth transfers by clarifying goals, roles, costs, and decision makers. We align beneficiary designations, account titling, and gifting strategies with your financial and tax objectives. You should consult a qualified attorney when you initiate, update, or complete any legal documents or strategies that transfer wealth between generations. With your permission, we can coordinate directly with your attorney to keep your plan aligned.

We may recommend third-party professionals — such as attorneys, accountants, tax advisors, insurance agents, or other financial professionals — to help implement parts of your plan. You are under no obligation to use anyone we recommend. We are independent and do not receive compensation from these referrals. You retain full authority over every implementation decision and may accept or decline any recommendation. Please notify us promptly if your goals, finances, or circumstances change so we can update your plan.

Investment Advisory Services

We act as your fiduciary, which means we put your interests first and recommend low-cost, tax-efficient ways to capture market returns. Our role is non-discretionary advice which means you keep full control of every account and decision. Our investment advisory services include:

- **Investment analysis:** We recommend a simple, effective strategy for you to implement, focused on tax efficiency.
- **Asset allocation:** We design a portfolio aligned to your goals and risk tolerance, considering your age, income, net worth, liquid assets, investment objectives, and any constraints.
- **Investment Policy Statement (IPS):** We draft an IPS that documents your goals, risk tolerance, target asset allocation, rebalancing approach, account-specific constraints, and tax preferences, and we update it as your circumstances change.
- **Support and setup:** We provide information on investment funds, review employee stock options, and help you open accounts at the custodian you choose.
- **Ongoing checkups:** We recommend at least annual reviews (more often if circumstances change) and help you rebalance to stay on track.

You retain complete authority over your accounts and may accept or decline any recommendation. Please notify us promptly if your goals, finances, or circumstances change so we can update our advice.

Pro Bono Financial Planning

We believe everyone deserves access to sound financial advice. As capacity permits, we provide pro bono financial planning — free, no-strings-attached financial advice for people in need who could not otherwise afford a financial planner — both directly through our firm and as a volunteer through nonprofit pro bono programs (such as programs supported by the Foundation for Financial Planning).

Direct pro bono engagements are documented in a written pro bono engagement agreement, are limited in scope as described in that agreement, and receive the same fiduciary standard of care as our paid engagements. We charge no fee of any kind for pro bono services, and we never use pro bono service to solicit paid clients. Volunteer service through a nonprofit's own program is provided in the adviser's individual capacity as a CFP® professional under that program's rules. Separately from our pro bono program, we may waive or reduce our fees for certain clients at our discretion (see Item 5).

Retirement Accounts and Rollover Recommendations

From time to time we recommend that a client roll over or transfer retirement assets — for example, from an employer-sponsored plan (such as a 401(k) or 403(b)) to an individual retirement account (IRA), or from one IRA to another. When we provide investment advice to you regarding your retirement plan account or IRA, we act as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (ERISA) and/or the Internal Revenue Code, as applicable, and that advice is subject to the U.S. Department of Labor's Impartial

Conduct Standards. We rely on Prohibited Transaction Exemption (PTE) 2020-02: we acknowledge our fiduciary status in writing, act in your best interest, charge no more than reasonable compensation, avoid materially misleading statements, and document our specific reasons for recommending a rollover — including a comparison of the services, investments, and fees of your existing account against the proposed arrangement. See Item 5 for the related conflict of interest.

Self-Directed and Automated Implementation

Because we do not take custody of your assets or exercise investment discretion, you implement our advice yourself. You may choose to do so through a self-directed brokerage account or an automated (“robo”) investment platform of your choosing. Any such arrangement is solely between you and that provider: we do not manage it, do not have discretion over it, and receive no compensation from it.

Trusted Contact Person

As part of our client-protection practices, we invite you to designate a trusted contact person whom we may contact in limited circumstances — for example, if we are concerned about your health, whereabouts, or possible financial exploitation, or if we are unable to reach you. Designating a trusted contact is voluntary; you may decline, or change your designation, at any time.

Electronic Delivery

Where you have consented, we may deliver our Form ADV Part 2A/2B brochure, Privacy Policy, and other disclosures, notices, and reports electronically — for example, by email or through a secure client portal. You may withdraw your consent, or request paper copies at no charge, at any time.

Client Tailored Services and Restrictions

We offer the same suite of services to every client and tailor our recommendations to your needs. When making investment recommendations, we consider your income, net worth, risk tolerance, time horizon, goals, and tax situation. You may set reasonable restrictions on how we provide advice. If a restriction materially limits our ability to serve you, we may decline or end the engagement.

Wrap Fee Programs

We do not offer or participate in wrap fee programs.

Assets Under Management

We do not manage assets and therefore do not report assets under management. You retain full control of your accounts and implement recommendations at the custodian you choose, with our non-discretionary guidance.

Item 5 — Fees and Compensation

Services and Fees

We provide flat-fee financial planning and non-discretionary investment advisory services. We do not manage assets and do not charge asset-based (AUM) fees. We do not receive product commissions, and there are no hidden charges. The services and fees specific to your engagement will be stated in your Agreement.

Our services include:

- Retirement readiness assessments
- Comprehensive financial plans with clear, actionable recommendations
- Implementation support to help you put your plan in place
- Ongoing planning (subscription) for continued advice and updates
- Financial Wellness Checkups to review and refresh your plan
- Targeted planning or investment advisory on specific topics

All fees you pay to AFP are not negotiable and non-refundable, except as outlined below.

Initial Process

We begin with a complimentary discovery meeting (by video or phone) to determine whether we are a good fit, answer your general questions about financial planning, and — based on your income sources and the complexity of your situation — recommend the service tier (Evaluate, Essential, Enhanced, or Executive) that best fits and quote the applicable fee. We deliver our disclosure brochure (Form ADV Part 2A and 2B) and Privacy Policy at or before this meeting. The discovery meeting includes no specific investment advice and carries no fee or obligation.

If you choose to move forward, you will review and sign the Agreement and pay the first 50% of the plan fee. Onboarding and your first meeting (data gathering) are scheduled after we receive that payment. The remaining 50% is due before your plan presentation. For Executive engagements, which are priced by complexity, the fee quoted at discovery is an estimate; the final fee is set in your signed Agreement.

The plan fee includes onboarding to the AFP platform, collection and analysis of your data, and establishing the foundation for your financial plan, plus the financial plan and implementation support described for your selected tier.

One-Time Plan Fees and Plan Descriptions

- **Evaluate Plan — \$1,250**

A limited-scope plan focused solely on retirement readiness.

Includes:

- Two 1-hour meetings (in person or by video): a data-gathering meeting and a retirement readiness presentation
- Review of your current financial picture and projections of retirement assets needed based on your expected spending
- A written retirement readiness report with a recommended savings rate

Note: This plan does not include implementation support.

- **Essential Plan — \$2,500**

A comprehensive financial plan for households with W-2 income only (no business or rental income).

Includes:

- Two 2-hour meetings (in person or by video): a data-gathering meeting and a comprehensive financial plan presentation
- Review of all information provided and a written, comprehensive financial plan covering applicable topics (as relevant), such as:
 - Financial goals
 - Cash flow and debt management
 - Risk management and insurance
 - Retirement planning
 - Investment analysis
 - Investment policy statement
 - Tax planning strategies
 - Employee benefits
 - Estate planning
 - Education funding and student loans
 - Charitable giving
 - Multi-generational planning
- Your written financial plan with clear action items, available in the portal and mobile app
- Two months of implementation support from the date of plan delivery. Our team is available by phone or email as questions arise.

- **Enhanced Plan — \$3,750**

A comprehensive financial plan for households with W-2 income plus 1099 or small business income.

Includes:

- Two 2-hour meetings (in person or by video): a data-gathering meeting and a comprehensive financial plan presentation
- Review of all information provided and a written, comprehensive financial plan covering applicable topics (as relevant), such as:

- Financial goals
 - Cash flow and debt management
 - Risk management and insurance
 - Retirement planning
 - Investment analysis
 - Investment policy statement
 - Tax planning strategies
 - Employee benefits
 - Estate planning
 - Education funding and student loans
 - Charitable giving
 - Multi-generational planning
 - Your written financial plan with clear action items, available in the portal and mobile app
 - Two months of implementation support from the date of plan delivery. Our team is available by phone or email as questions arise.
- **Executive Plan — starting at \$5,000** (priced based on complexity)
A comprehensive financial plan for households with multiple income streams (W-2/1099), small business, and/or real estate.
Includes:
 - Two 2-hour meetings (in person or by video): a data-gathering meeting and a comprehensive financial plan presentation
 - Review of all information provided and a written, comprehensive financial plan covering applicable topics (as relevant), such as:
 - Financial goals
 - Cash flow and debt management
 - Risk management and insurance
 - Retirement planning
 - Investment analysis
 - Investment policy statement
 - Tax planning strategies
 - Employee benefits
 - Estate planning
 - Education funding and student loans
 - Charitable giving
 - Multi-generational planning
 - Your written financial plan with clear action items, available in the portal and mobile app
 - Two months of implementation support from the date of plan delivery. Our team is available by phone or email as questions arise.

Ongoing Support

After you receive your financial plan, you may choose either a monthly Subscription or Financial Wellness Checkups based on your needs and preferences. You may change your selection at any time with written notice or through the portal.

Option 1: Subscription

Choose a monthly subscription if you want ongoing access to AFP for continued guidance. Subscriptions align with your initial plan tier and include up to two one-hour meetings during the next 12 months, email or phone support as needed, and an annual Financial Wellness Checkup with a two-hour review meeting and plan updates.

- Evaluate — \$50/month
- Essential — \$95/month
- Enhanced — \$135/month
- Executive — starting at \$195/month (priced by complexity)

Option 2: Financial Wellness Checkups

If you do not subscribe, you may schedule periodic Financial Wellness Checkups within two years of your plan presentation or previous checkup. Annual checkups are recommended. To qualify for the fees below, the checkup must occur within two years of the plan presentation or last checkup. Requests beyond two years will be treated as an initial plan or billed hourly at \$275/hour based on your preference and financial picture. Each checkup includes two one-hour meetings (one to capture changes, one to present updates and your revised plan) and is billed as a one-time fee when scheduled:

- Evaluate — \$625
- Essential — \$1,250
- Enhanced — \$1,875
- Executive — starting at \$2,500 (priced by complexity)

Targeted Services

Targeted financial planning or investment advisory services are available at \$275 per hour (one-hour minimum) and may cover any topic listed in Item 4 or a financial planning topic of your choice. Second opinions on plans prepared by other advisers are also available at the hourly rate.

For hourly engagements, your Agreement will include a good-faith estimate of hours; 50% of the projected fee is due at Agreement signing and the remainder is due prior to presentation of the requested analysis/deliverables (final billing will be reconciled to actual hours).

For pension consulting services, fees are charged on a fixed-fee or hourly basis at \$325 per hour, depending on the scope and complexity. For hourly pension consulting, 50% of the projected fee is due at Agreement signing and the remainder is due prior to presentation (reconciled to actual hours). For fixed-fee pension consulting, 50% is due at Agreement signing and the balance is due upon presentation of the deliverables, or as otherwise specified in your Agreement. We do not receive commissions, compensation from investment providers, or other third-party payments in connection with pension consulting services. All pension consulting fees are paid directly by the plan sponsor pursuant to the Agreement.

Conflict of Interest — Rollover Recommendations

When we recommend that you roll over retirement assets into an arrangement on which we are paid an ongoing planning or advisory fee, we have a financial incentive to recommend the rollover, because we would not earn that fee if you left the assets in your existing plan or account. This is a material conflict of interest. We address it by acting as a fiduciary under PTE 2020-02; by documenting in each case why the rollover is in your best interest (comparing the services, investments, and fees of your existing account to the proposed arrangement); by charging only our disclosed flat and subscription fees — we receive no asset-based commissions, transaction charges, or third-party compensation in connection with a rollover; and by confirming that our compensation is reasonable for the services provided. You are never obligated to roll over assets or to implement any recommendation through us.

Fee Adjustments and Right to Cancel

Our published fees are subject to annual inflation adjustments to keep pricing aligned with rising costs; however, we reserve the right to hold prices steady in any given year instead of increasing for inflation.

- **How the adjustment is calculated:** We use the year-over-year change in the U.S. CPI-U (All Urban Consumers, U.S. city average, all items, not seasonally adjusted) for December over December, as published by the U.S. Bureau of Labor Statistics.
- **When it takes effect:** Adjusted fees take effect each January 1.
- **What it applies to:** The adjustment applies to the published fee schedule (initial plan fees, monthly subscriptions, Financial Wellness Checkups, and the standard hourly rate). For Executive tiers that are “starting at,” the inflation factor applies to the starting amount; final pricing still reflects complexity.
- **Rounding:** For clarity, monthly fees are rounded to the nearest \$5, one-time fees to the nearest \$25, and hourly rates to the nearest \$5.
- **Notice:** We provide at least 30 days’ written notice of any inflation update via email and/or the AFP portal.
- **Existing engagements:** Fees quoted in a signed Agreement for an initial plan are not changed after signing. For checkups or hourly work already

scheduled and invoiced before the effective date, the prior rate applies. Subscription updates apply beginning with the January billing cycle following the notice.

- **Deflation:** If CPI-U is negative, we will not adjust fees for that year.

Unless you receive our Disclosure Brochure at least 48 hours before you agreed to the investment advisory contract, you may cancel within five (5) business days of agreeing without incurring advisory fees. How we are paid depends on the advisory service you select, as described above.

Action Financial Planning — Service & Fee Summary

Initial Process (Plan Creation)				
Feature / Service	Evaluate Plan	Essential Plan	Enhanced Plan	Executive Plan
Typical Clients and Scope	You want to focus only on retirement readiness.	You have W-2 income and want a comprehensive plan.	You have W-2 income plus 1099/small-business income and want a comprehensive plan.	You have multiple income streams (W-2/1099), small business and/or real estate and want a comprehensive plan.
One-time planning fee, billed 50% at signing and 50% before the plan presentation	\$1,250	\$2,500	\$3,750	Starting at \$5,000 (based on complexity)
Onboarding & Initial Planning Process	- Limited scope: retirement readiness only - Two 1-hour meetings (in-person or video): one to gather information; one to present your retirement readiness report - Written retirement readiness report with a recommended savings rate - Implementation support is not included	- Two 2-hour meetings (in-person or video): one to gather information; one to present your comprehensive financial plan and answer questions - Streamlined onboarding with portal and mobile app access - A comprehensive planning process that may cover, as relevant: Financial goals; risk tolerance; cash flow and debt management; risk management and insurance; retirement planning (including tax-efficient withdrawals, Roth strategies, Social Security); investment analysis; investment policy statement; tax planning strategies; employee benefits; estate planning; education funding and student loans; charitable giving; multi-generational planning - Your written financial plan, financial reports, and implementation tasks in the portal/mobile app - Two months of implementation support starting on the plan presentation date		
Estimated AFP prep and planning time (outside of meetings)	3 — 4 hours	6 — 7 hours	11 — 12 hours	16+ hours
Your commitment during onboarding	Complete a risk tolerance questionnaire, define your goals in the portal, and upload relevant financial data and documents.			

Ongoing Support — Option 1: Subscription			
Choose a monthly subscription for continued guidance.			
Subscription Tier	Recurring Monthly Fee	Included Support	Start / Commitment
Evaluate	\$50/month	- One 1-hour meeting during the next 12 months - Annual retirement readiness checkup report with a 1-hour review - Email/phone support limited to retirement readiness	- Begins on the day of the retirement readiness report presentation. - You may switch between Subscription and Financial Wellness Checkups at any time with written notice or through the portal.
Essential	\$95/month	- Two 1-hour meetings during the next 12 months - Annual Financial Wellness Checkup with a 2-hour review - Email/phone support as needed	- Begins on the last day of the 2nd month of implementation support. - You may switch between Subscription and Financial Wellness Checkups at any time with written notice or through the portal.
Enhanced	\$135/month		
Executive	Starting at \$195/month (based on complexity)		
On-going Support — Option 2: Financial Wellness Checkups (No Subscription)			
If you do not subscribe, schedule periodic checkups within two years of your plan presentation or prior checkup (annual is recommended). To receive the fees below, the checkup must occur within two years; after two years, it is billed as an initial plan or \$275/hour based on your preference and financial picture.			
Tier	Fee	Included Support	Start/Commitment
Evaluate	\$625	- Two 1-hour meetings - Updated retirement readiness report	- Complete within two years of the initial plan presentation or prior checkup. - You may switch between Subscription and Checkups at any time.
Essential	\$1,250	- Two 1-hour meetings - Updated comprehensive financial plan - If applicable, additional implementation tasks	
Enhanced	\$1,875		
Executive	From \$2,500 (based on complexity)		

Targeted Consultations (Single-Topic)

\$275/hour (1-hour minimum). Focused guidance on a single topic (e.g., Social Security optimization, Roth conversions, benefit elections, investment policy statement review, or a second opinion on a plan or investment selection). Your Investment Advisory Agreement will define scope and an estimated hour range. 50% of the projected fee is due at Agreement signing; the remainder is due prior to presentation (final billing reconciled to actual hours).

Pension Consulting Services

\$325/hour (1-hour minimum) for plan-sponsor services such as preparing/updating the investment policy statement, assisting with fund menu selection/monitoring, and fiduciary education. Requires a Pension Consulting Agreement. 50% of the projected fee is due at Agreement signing; the remainder is due prior to presentation (final billing reconciled to actual hours).

Fee Adjustments (Annual Inflation)

Published fees are subject to annual inflation adjustments. Adjusted fees take effect each January 1. We provide at least 30 days' notice via email and/or the client portal. We may hold prices steady in any year instead of increasing for inflation.

Billing

- **One-Time Plan Fees**

Billed in two installments: 50% when you sign the Agreement (following the discovery meeting), and the remaining 50% before your plan presentation. Onboarding and plan development begin after we receive the first installment; we present your completed plan after we receive the second.

- **Subscription Fees**

Billed monthly in advance. For the Evaluate tier, billing begins the month after your Retirement Readiness report presentation. For the Essential, Enhanced, and Executive tiers, billing begins on the last day of the second month of implementation support.

- **Financial Wellness Checkups**

Billed in advance at the time of scheduling.

- **Targeted Services (Hourly)**

Billed at \$275/hour (1-hour minimum). Your Agreement will include a good-faith estimate of hours; 50% of the projected fee is due at Agreement signing and the remainder is due prior to presentation (final billing reconciled to actual hours).

- **Pension Consulting**

Hourly engagements billed at \$325/hour (1-hour minimum). Your Pension Consulting Agreement will include a good-faith estimate of hours; 50% of the projected fee is due at Agreement signing and the remainder is due prior to presentation (final billing reconciled to actual hours). If a fixed fee is used instead, 50% is due at signing and the balance is due upon presentation, as specified in your Agreement.

Payment Method

All payments are made through our secure online portal (ACH, credit, or debit). We do not withdraw fees from client brokerage/custodial accounts and we do not accept cash. For pension consulting services only, we will accept checks, as specified in your Pension Consulting Agreement.

Other Fees and Expenses

Your payments to us do not include brokerage commissions, transaction charges, or other costs assessed by third parties. You may incur fees charged by your custodian, broker, or other providers (for example: custodial/account fees, transaction charges, transfer taxes, wire or electronic funds transfer fees, odd-lot differentials, and similar charges). Mutual funds and exchange-traded funds also have internal expenses disclosed in each fund's prospectus. These third-party costs are separate from, and in addition to, our advisory fees. We do not receive any portion of these amounts.

We do not accept compensation for selling securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

Refunds

If you did not receive our Disclosure Brochure at least 48 hours before signing the Agreement, you may cancel within five (5) business days of signing without incurring any advisory fees.

- **One-Time Initial Planning Fees**

The fee is paid in two 50% installments (at signing and before the plan presentation). You may cancel after signing the Agreement. If you cancel after we begin work but before plan delivery, we will bill for time incurred at \$275/hour against amounts paid and refund any unused balance (or invoice any remainder due).

- **Subscriptions**

You may cancel at any time by written notice or through the portal. Any unearned fees will be refunded pro rata from the date of your cancellation request, if applicable.

- **Financial Wellness Checkups**

You may cancel by written notice or through the portal up to 48 hours before the scheduled meeting for a full refund. If you cancel within 48 hours of the meeting start time, a 25% cancellation fee applies to cover preparation time. If you cancel after the first checkup meeting but before delivery of the updated plan, we will bill for time incurred at \$275/hour.

- **Targeted Services (Hourly)**

Your Agreement will state a good-faith estimate of hours; 50% of the projected fee is due at signing the Agreement and the remainder is due prior to presentation (final billing reconciled to actual hours).

- If you cancel after signing the Agreement but before work begins any deposit is refunded in full.
- If you cancel after work begins but before presentation, we will bill for time incurred at \$275/hour against the deposit and refund any unused amount or invoice the remainder due.

- **Pension Consulting (Hourly or Fixed-Fee)**

For hourly engagements, the rate is \$325/hour (1-hour minimum) with 50% of the projected fee is due at Agreement signing and the remainder is due prior to presentation (final billing reconciled to actual hours). For fixed-fee engagements, 50% is due at Agreement signing and the balance is due upon presentation, as specified in your Agreement.

- If you cancel before work begins deposits are refunded in full.
- If you cancel after work begins but before deliverables are presented, we will bill for time incurred at \$325/hour against the deposit and refund any unused amount or invoice the remainder due.

We do not collect more than \$500 in fees per client six (6) months or more in advance.

Commissions

We do not sell investment products and do not receive commissions, 12b-1 fees, revenue sharing, or other third-party payments. We also do not accept performance-based compensation.

Pro Bono Services and Discretionary Fee Waivers

We provide the pro bono financial planning services described in Item 4 at no charge. Pro bono clients pay no advisory fee at any time and are never obligated to purchase any service from us. Separately from our pro bono program, we may waive or reduce our fee for any client at our discretion — for example, for family members or friends of the adviser. Fee-waived engagements are documented in a written agreement and receive the same fiduciary standard of care as our paid engagements. Fee waivers and discounts are never conditioned on referrals, testimonials, or any other benefit to our firm.

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

We do not charge performance-based fees (fees based on gains or appreciation), and we do not engage in side-by-side management. This helps avoid conflicts that can arise when different accounts are managed under different fee arrangements.

Item 7 — Types of Clients

We serve individuals, high net worth individuals, pensions and profit-sharing plans, charitable organizations and small business owners. We do not require a minimum account size to work together. We also serve a limited number of pro bono financial planning clients at no charge (see Items 4 and 5).

Item 8 — Methods of Analysis, Investment Strategies and Risk of Loss

We take a long-term, evidence-based approach that emphasizes broad diversification, disciplined asset allocation, and keeping costs and taxes low. We provide non-discretionary advice, so you implement recommendations in your own accounts and retain full decision-making authority. All investing involves risk, including the loss of principal.

Investment Philosophy

Our portfolios are designed to capture market returns while minimizing costs and taxes, using broadly diversified index mutual funds and ETFs. We generally follow the semi-strong form of the Efficient Market Hypothesis: public information is reflected in prices, so attempts to consistently “beat the market” through stock-picking or market timing are unlikely to succeed over time.

Your control and our guidance

You open and maintain your own accounts at the custodian you choose. We recommend a target asset allocation based on your goals, risk tolerance, time horizon, income, net worth, liquid assets, and any constraints. We suggest reviewing your allocation at least annually (or sooner if circumstances change) and rebalancing when needed to stay on track.

Use of Outside Managers

We do not use outside portfolio managers.

Passive vs Active Investment Management

Passive investing typically features low expense ratios, minimal trading costs, and tax efficiency due to lower turnover. By contrast, active strategies seek to outperform a benchmark but often have higher costs and may underperform after fees. Our recommendations center on passive, low-cost funds that track market indexes. The risks listed below also describe investments we do not typically recommend, because you may choose to hold them.

Material Risks Involved

All strategies carry risk and may result in loss of your original investment.

Key risks include:

- **Market risk:** Broad market declines can reduce the value of your investments.
- **Strategy risk:** A chosen strategy or technique may not work as intended.
- **Small-/mid-cap risk:** Smaller companies' securities can be more volatile and less liquid.
- **Turnover risk:** Higher trading activity can increase costs and taxable distributions.
- **Liquidity/limited markets risk:** Some securities may be hard to buy or sell at expected prices.
- **Concentration risk:** Focusing on an asset class, sector, or region increases volatility.
- **Interest-rate risk:** Bond prices generally fall when interest rates rise (and vice versa), with longer maturities typically being more sensitive.
- **Legal/regulatory risk:** Changes in laws or regulations can affect investment values.
- **Inflation risk:** Rising prices can erode purchasing power, even if account values do not fall.

Risks Associated with Securities

In addition to the general risks above, specific securities have additional risks:

- **Common stocks:** Prices can be volatile, and in bankruptcy or restructuring a stock can lose all value. We generally do not recommend concentrated single-stock positions.
- **Corporate and municipal bonds:** Subject to interest-rate, credit, call, reinvestment, inflation, and liquidity risks. After-tax returns for municipal bonds depend on your tax situation.
- **Options and other derivatives:** Time-sensitive, complex, and may result in total loss. Covered calls can cap upside and may result in shares being called away. We generally do not recommend derivatives.
- **Exchange-traded funds (ETFs):** Market prices may deviate from net asset value; some use leverage; trading can be halted or shares de-listed; underlying fund risks apply.
- **Investment companies (mutual funds/ETFs):** When you invest through funds, you indirectly bear fund expenses, and your results are affected by each fund's investment practices. We do not control the risks taken by underlying funds.

Item 9 — Disciplinary Information

Criminal or Civil Actions

Neither AFP nor its management has been involved in any criminal or civil actions.

Administrative Enforcement Proceedings

Neither AFP nor its management has been the subject of administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

Neither AFP nor its management has been involved in any self-regulatory organization enforcement proceedings or other legal or disciplinary events that are material to your evaluation of the firm or the integrity of its management.

Item 10 — Other Financial Industry Activities and Affiliations

No supervised person of the firm is registered, or has an application pending, as a broker-dealer or registered representative.

No supervised person is registered, or has an application pending, as a futures commission merchant, commodity pool operator, or commodity trading advisor.

We have no related-party affiliations or business arrangements.

No supervised person is a licensed insurance agent, and we are not affiliated with any insurance company; we do not sell insurance products.

We are compensated only by you for our advisory services. We do not receive commissions, referral fees, revenue sharing, or other third-party payments, which reduces common conflicts of interest.

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

We are fiduciaries and must always put your interests first. To support that duty, we maintain a written Code of Ethics that applies to the firm and all supervised persons. The Code sets standards of conduct, helps prevent misuse of material non-public information, addresses personal trading, and requires the identification and mitigation of conflicts of interest. We comply with applicable federal and state securities laws, including the antifraud provisions of Section 206 of the Investment Advisers Act.

Our Code of Ethics sets the firm's own standards of conduct and incorporates principles drawn from the Code of Ethics and Standards of Conduct of Certified Financial Planner Board of Standards, Inc. ("CFP Board"). We hold all supervised persons — regardless of professional designation — to the following principles as a matter of firm policy:

- **Integrity:** act honestly and in good faith.
- **Objectivity:** provide advice that is impartial and free from undue influence.
- **Competence:** maintain the knowledge and skill needed to serve you effectively.
- **Fairness:** deal fairly with you and others and disclose and mitigate conflicts.
- **Confidentiality:** protect your information and share it only as permitted by you or by law.
- **Professionalism:** conduct ourselves in a way that reflects well on the profession and our firm.
- **Diligence:** provide timely, thorough, and prudent services.

Supervised persons who hold the CERTIFIED FINANCIAL PLANNER® certification are additionally subject to the CFP Board's Code of Ethics and Standards of Conduct — including its fiduciary duty — which the CFP Board enforces directly. Where the CFP Board standards and our Code differ, the more stringent standard governs.

Additional key requirements of our Code of Ethics include:

- **Standards of conduct and compliance.** Supervised persons must follow the Code and all applicable securities laws, rules, and regulations.
- **Protection of material non-public information.** We prohibit insider trading and the improper use or sharing of confidential information.
- **Conflicts of interest.** Supervised persons must promptly disclose any material conflict to the Chief Compliance Officer (CCO) and may not proceed with a recommendation or transaction for you until the conflict is addressed.

In some cases, our supervised persons may personally invest in the same broad-based, low-cost exchange-traded funds (ETFs) and mutual funds that we recommend to you. While this presents a potential conflict of interest, we believe the conflict is limited because you execute your own trades and we do not receive compensation from securities issuers.

- **Personal trading and reporting.** Access persons must pre-clear certain trades (such as IPOs and limited offerings) and report personal securities holdings and transactions, subject to exemptions for diversified, broad-market vehicles (for example, most index mutual funds and ETFs). Front-running and trading to your disadvantage are strictly prohibited.
- **Participation or interest in client transactions.** Neither the firm nor any supervised person may recommend or effect a transaction for you involving a security in which the firm or the person has a material financial interest, unless fully disclosed and permitted by law with your informed consent. We do not act as principal in client transactions.
- **Gifts, entertainment, and political contributions.** We maintain policies designed to avoid undue influence, pay-to-play risks, or other conflicts that could compromise our duty to you.
- **Accountability.** Violations of the Code may result in disciplinary action, up to and including termination.

A copy of our full Code of Ethics is available to you upon request.

Item 12 — Brokerage Practices

We are not affiliated with any broker-dealer and we do not manage assets. You choose the custodian or brokerage you prefer and are responsible for all transaction and custodial costs charged by that firm. We do not accept soft-dollar benefits or other compensation from custodians or brokers, and we do not direct brokerage in exchange for research or referrals. We do not require or mandate a specific custodian; however, we can help you evaluate options and assist with account setup. Because we do not place trades on your behalf, we do not aggregate client trades or claim best execution — you control when and how orders are placed.

Item 13 — Review of Accounts

We monitor your planning items through our platform and periodic meetings. We recommend at least annual reviews, or more often if your circumstances change. We document advice and tasks during meetings and make them available to you in your client portal.

You receive trade confirmations and account statements directly from your custodian or broker (typically monthly or quarterly), along with annual tax forms. We do not issue separate performance reports.

Item 14 — Client Referrals and Other Compensation

We do not receive any payment or economic benefit — directly or indirectly — from third parties for the advice or recommendations we provide. We are compensated only by you for our services. We also do not pay for referrals and do not compensate any person who is not an Action Financial Planning employee for referring clients to us.

Item 15 — Custody

We do not maintain custody of your funds or securities and we do not have authority to debit your accounts at any custodian. All advisory fees are paid only through the client portal by ACH, credit card, or debit card. Checks are only accepted for pension consulting services. You will receive account statements directly from your custodian; review them carefully and contact your custodian and us promptly with any questions.

Item 16 — Investment Discretion

We provide non-discretionary advice only. You open and maintain accounts at the custodian of your choice and retain full control over every investment decision. We do not have trading authority, power of attorney, or the ability to move funds or place orders in your accounts; you implement or decline our recommendations at your discretion.

Item 17 — Voting Client Securities

We do not have custody, control, or access to your securities and we do not vote your proxies. You will receive proxies and other solicitations directly from your custodian or the transfer agent. We can answer questions about proxy matters upon request, but we do not provide specific voting recommendations.

Item 18 — Financial Information

We have no financial condition that is reasonably likely to impair our ability to meet our contractual and fiduciary commitments to you, and we have not been the subject of a bankruptcy proceeding.

We do not have custody of client funds or securities, and we do not require or solicit prepayment of more than \$500 in fees per client six (6) months or more in advance.

Item 19 — Requirements for State-Registered Advisors

Principal Officers

Alison Chandler Tonks serves as AFP's sole principal and Chief Compliance Officer (CCO). Information about her education, business background, and outside

business activities is provided in her Form ADV Part 2B (Brochure Supplement) attached to this brochure.

Outside Business

Outside business activities for the firm, if any, are disclosed in Item 10.

Performance-Based Fees

Neither AFP nor Alison Chandler Tonks receives performance-based compensation.

Material Disciplinary Disclosures

No management person at AFP has been involved in an arbitration claim or found liable in a civil, self-regulatory organization, or administrative proceeding.

Material Relationships That Management Persons Have with Issuers of Securities

Neither AFP nor Alison Chandler Tonks has any relationship or arrangement with issuers of securities.