

**FORM ADV PART 2A
DISCLOSURE BROCHURE**



**A E I Financial Strategies Inc.
dba
A.E.I. Financial Group**

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This brochure provides information about the qualifications and business practices of A E I Financial Strategies Inc. Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at 707-538-8027. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission, or by any state securities authority.

Additional information about A E I Financial Strategies Inc. (CRD #307099) is available on the SEC's website at www.adviserinfo.sec.gov

**FINAL
04/06/2025**

Item 2: Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

Material Changes since the Last Update

This update is in accordance with the annual filing requirements for Registered Investment Advisors. Since the last filing of this brochure on March 17, 2025 the following has been updated:

- Item 4 has been updated to disclose that Jake Moran is the new Orion Advisor Growth Consultant.
 - Item 4 has been updated to disclose the most recent calculation for client assets under management.
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Full Brochure Available

This Firm Brochure being delivered is the complete brochure for the Firm.

Item 3: Table of Contents

Form ADV - Part 2A - Firm Brochure

Item 1: Cover Page

Item 2: Material Changes.....ii

Annual Update	ii
Material Changes since the Last Update	ii
Full Brochure Available.....	ii

Item 3: Table of Contents.....iii

Item 4: Advisory Business.....1

Firm Description	!
Types of Advisory Services	!
Client Tailored Services and Client Imposed Restrictions	4
Wrap Fee Programs	4
Client Assets under Management.....	4

Item 5: Fees and Compensation4

Method of Compensation and Fee Schedule.....	4
Client Payment of Fees.....	7
Additional Client Fees Charged.....	7
Prepayment of Client Fees.....	7
External Compensation for the Sale of Securities to Clients.....	7

Item 6: Performance-Based Fees and Side-by-Side Management.....8

Sharing of Capital Gains.....	8
-------------------------------	---

Item 7: Types of Clients8

Description	8
Account Minimums.....	8

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss8

Methods of Analysis	8
Investment Strategy.....	9
Security Specific Material Risks	9

Item 9: Disciplinary Information..... 11

Criminal or Civil Actions	11
Administrative Enforcement Proceedings	11
Self- Regulatory Organization Enforcement Proceedings.....	11

Item 10: Other Financial Industry Activities and Affiliations..... 11

Broker-Dealer or Representative Registration	11
Futures or Commodity Registration	11
Material Relationships Maintained by this Advisory Business and Conflicts of Interest.	11
Recommendations or Selections of Other Investment Advisors and Conflicts of Interest.....	12
Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	12
Code of Ethics Description	12
Investment Recommendations Involving a Material Financial Interest and Conflict of Interest.	13
Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest	13
Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest.....	13
Item 12: Brokerage Practices	14
Factors Used to Select Broker-Dealers for Client Transactions	14
Aggregating Securities Transactions for Client Accounts	14
Item 13: Review of Accounts	14
Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved	14
Review of Client Accounts on Non-Periodic Basis.....	15
Content of Client Provided Reports and Frequency.....	15
Item 14: Client Referrals and Other Compensation	15
Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest.....	15
Advisory Firm Payments for Client Referrals	15
Item 15: Custody	15
Account Statements	15
Item 16: Investment Discretion	16
Discretionary Authority for Trading.....	16
Item 17: Voting Client Securities.....	16
Proxy Votes.....	16
Item 18: Financial Information.....	16
Balance Sheet.....	16
Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients.....	16
Bankruptcy Petitions during the Past Ten Years	16
Item 19: Requirements for State Registered Advisors.....	17
Principal Executive Officers and Management Persons	17
Outside Business Activities	17

Performance Based Fee Description	17
Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons.....	17
Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities.....	17
Brochure Supplement (Part 2B of Form ADV).....	19
Principal Executive Officer - Eric Imbuelten.....	19
Item 2 - Educational Background and Business Experience.....	19
Item 3 - Disciplinary Information.....	19
Item 4 - Other Business Activities	20
Item 5 - Additional Compensation	21
Item 6 - Supervision	21
Item 7 - Requirements for State-Registered Advisors.....	21

Item 4: Advisory Business

Firm Description

A E I Financial Strategies Inc. was founded in 2006 and is doing business as A.E.I. Financial Group. The firm became registered to offer investment advisory services in February 2020. Eric Imbuelten is 100% owner. His team members include David Johnson, CFP and Jake Moran, Orion Advisor Growth Consultant.

Under CCR Section 260.238(k), A.E.I. Financial Group Inc., its representatives or any of its employees will disclose to the Clients all material conflicts of interest.

Types of Advisory Services

ASSET MANAGEMENT

Orion Portfolio Solutions

A.E.I. Financial Group offers discretionary management services through a program sponsored by Orion Portfolio Solutions ("OPS") as well as through Gradient Investments LLC and Pontera Platform for individual 401K asset management. The terms and conditions under which the Client shall engage OPS shall be set forth in separate written agreements between (1) the Client and A.E.I. Financial Group and (2) the Client and OPS. A.E.I. Financial Group shall continue to render advisory services to the Client relative to the ongoing monitoring and review of account performance, for which A.E.I. Financial Group shall receive an annual advisory fee which is based upon a percentage of the market value of the assets being managed by OPS. Factors that A.E.I. Financial Group shall consider in recommending OPS include the Client's stated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. In addition to A.E.I. Financial Group's written disclosure statement, the Client shall also receive the written disclosure statement of OPS or Gradient Investments LLC. Clients should review OPS' ADV Part 2 or Terms of Use for additional details regarding services.

FINANCIAL PLANNING AND CONSULTING

If financial planning services are applicable, a comprehensive evaluation of an investor's current and future financial state will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. A.E.I. Financial Group will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

Typical topics reviewed in a financial plan may include but are not limited to:

- **Financial goals:** Based on an individual's or a family's clearly defined financial goals, including funding a college education for the children, buying a larger home, starting a business, retiring on time or leaving a legacy. Financial goals should be quantified and set to milestones for tracking.
- **Personal net worth statement:** A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis:** An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.
- **Retirement strategy:** A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Comprehensive risk management plan:** Identify all risk exposures and provide the necessary coverage to protect the family and its assets against financial loss. The risk management plan includes a full review of life and disability insurance, personal liability coverage, property and casualty coverage, and catastrophic coverage.

- **Long-term investment plan:** Include a customized asset allocation strategy based on specific investment objectives and a risk profile. This investment plan sets guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Tax reduction strategy:** Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax-favored investment vehicles that can reduce taxation of investment income.
- **Estate preservation:** Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

If a conflict of interest exists between the interests of A.E.I. Financial Group and the interests of the Client, the Client is under no obligation to act upon A.E.I. Financial Group's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through A.E.I. Financial Group. Financial plans will be completed and delivered inside of 60 days contingent upon timely delivery of all required documentation. Under CCR Section 260.235.2, it requires that the conflict of interest, which exists between the interests of the investment advisor and the interests of the client when offering financial planning services, be disclosed.

ERISA PLAN SERVICES

A.E.I. Financial Group provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans. A.E.I. Financial Group may act as a 3(21) advisor:

Limited Scope ER/SA 3(21) Fiduciary. A.E.I. Financial Group may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions on a non-discretionary basis. As an investment advisor A.E.I. Financial Group has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using A.E.I. Financial Group can help the plan sponsor delegate liability by following a diligent process.

1. Fiduciary Services are:

- Provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. A.E.I. Financial Group acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance

to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.

- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands A.E.I. Financial Group's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, A.E.I. Financial Group is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. A.E.I. Financial Group will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

A.E.I. Financial Group may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between A.E.I. Financial Group and Client.

3. A.E.I. Financial Group has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to A.E.I. Financial Group on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

THIRD PARTY MANAGERS

When deemed appropriate for the Client, A.E.I. Financial Group may recommend that Clients utilize the services of a Third-Party Manager ("TPM") to manage a portion of, or your entire portfolio. All TPMs that A.E.I. Financial Group recommends must either be registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority(ies).

After gathering information about your financial situation and objectives, an investment advisor representative of our firm will make recommendations regarding the suitability of a TPM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a TPM, A.E.I. Financial Group will monitor the performance of the TPM to ensure their performance and investment style remains aligned with your investment goals and objectives.

In such circumstances, A.E.I. Financial Group receives solicitor fees from the TPM. We act as

the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. We help the Client complete the necessary paperwork of the TPM, and provide ongoing services to the Client. Ongoing services include but are not limited to:

1. Meet with the Client to discuss any changes in status, objectives, time horizon or suitability;
2. Update the TPM with any changes in Client status which is provided to A.E.I. Financial Group by the Client;
3. Review the statements provided by the TPM; and
4. Deliver the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM to the Client.

Clients placed with TPM will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10 of this brochure.

WORKSHOPS

A.E.I. Financial Group holds workshops to educate the public on different types of investments and the different services they offer. The workshops are educational in nature and no specific investment or tax advice is given.

Client Tailored Services and Client Imposed Restrictions

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without written Client consent.

Wrap Fee Programs

A.E.I. Financial Group does not sponsor any wrap fee programs.

Client Assets under Management

As of March 31st, 2026 A.E.I. Financial Group had approximately \$3.26 Million in client assets under management on a discretionary basis.

Item 5: Fees and Compensation

Method of Compensation and Fee Schedule

ASSET MANAGEMENT

Orion Portfolio Solutions

A.E.I. Financial Group charges an annual investment advisory fee based on the total assets under management of 1 % to 1.5% depending on the size of the household account. The annual fee may be negotiable. Accounts within the same household may be combined for a reduced fee. Lower fees for comparable services may be available from other sources. A.E.I. Financial Group will charge an advisory fee based on the services we provide.

Pursuant to CCR Section 260.238(j), lower fees for comparable services may be available from other sources. Total fees to Client will never exceed the safe harbor threshold of 3% of assets under management per year. OPS does not receive any portion of the advisory fee charged by A.E.I. Financial Group. The investment management fees charged by OPS or Gradient Investments LLC are exclusive of, and in addition to, A.E.I. Financial Group's investment advisory fee set forth above. The total annual fees for the OPS Program may not exceed 2.5% of assets under management. The fees

are charged monthly in

arrears and are based on the average daily account balance for the period for the prior month.

Fees for OPS services include:

- Administration Fees (reporting and accounting services - ranging from 0.08% - 0.45%),
- Account Maintenance Fees (\$25 or \$50 per account annually), and
- Strategist Fees (range from 0.0% to 0.20%).
- Separately Managed Account (SMA) Fees (range from 0.35% to 0.70%)

Fees are automatically deducted from the Client's account by OPS; OPS will pay A.E.I. Financial Group their portion of the fees. A.E.I. Financial Group does not have the ability to directly deduct their advisory fee from the Client account.

Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation. For accounts closed mid-month, A.E.I. Financial Group will be entitled to a pro rata fee for the days service was provided in the final month. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

For fees that are directly deducted from the account by the custodian:

- A.E.I. Financial Group will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- A.E.I. Financial Group will obtain written authorization signed by the Client allowing the fees to be deducted; and
- The Client will receive quarterly statements directly from the custodian which disclose the fees deducted.

FINANCIAL PLANNING AND CONSULTING

A.E.I. Financial Group charges either an hourly fee or fixed fee for financial planning. Prior to the planning process the Client will be provided an estimated plan fee.

HOURLY FEES

Financial Planning Services are offered based on an hourly fee of \$275 per hour.

FIXED FEES

Financial Planning Services are offered based on a flat fee between \$1,500 and \$4,000.

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

Services are completed and delivered within 90 days. Client may cancel within five (5) business days of signing Agreement with no obligation and without penalty. If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to A.E.I. Financial Group. Refunds will be based on the hourly rate of \$275, refunds owed to the client will automatically be sent via check. If additional fees are owed, Client will receive an invoice. A.E.I. Financial Group reserves the right to waive the fee should the Client implement the plan through A.E.I. Financial Group.

ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 1.5%. The annual fee is negotiable and will be charged as a percentage of the Included Assets. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, A.E.I. Financial Group shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of A.E.I. Financial Group for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client will be billed directly. A.E.I. Financial Group does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, A.E.I. Financial Group will disclose this compensation, the services rendered, and the payer of compensation. A.E.I. Financial Group will offset the compensation against the fees agreed upon under the Agreement.

THIRD PARTY MANAGERS

A.E.I. Financial Group has entered into a Solicitor Agreement with Gradient Investments, LLC ("GI"). GI is a Registered Investment Advisor registered with the Securities and Exchange Commission that provides investment portfolio advice and supervisory services.

Gradient Investments offers an actively managed program of mutual funds, ETFs and stock portfolios. The fee will be disclosed to the Client in the Investment Advisory Agreement and are negotiable. The Clients fee for these services will be based on a percentage of assets under management as follows:

Fee Schedule for: Strategic & Tactical Portfolios			
Assets Valuation	Maximum Annual Advisory Fee	Gradient Investments	A.E.I. Financial Group Retention
Up to \$1,000,000	2.00%	1.00%	1.00%
\$1,000,001 - \$2,000,000	1.65%	.80%	.85%
\$2,000,001 - \$3,000,000	1.20%	.60%	.60%
Over \$3,000,000	.95%	.45%	.50%

Fee Schedule for: Allocation Portfolios			
Assets Valuation	Maximum Annual Advisory Fee	Gradient Investments	A.E.I. Financial Group Retention
Up to \$1,000,000	1.70%	.70%	1.00%
\$1,000,001 - \$2,000,000	1.35%	.60%	.75%
\$2,000,001 - \$3,000,000	1.00%	.50%	.50%
Over \$3,000,000	.80%	.40%	.40%

Fee Schedule for: Client Directed Accounts			
Assets Valuation	Maximum Annual Advisory Fee*	Gradient Investments	A.E.I. Financial Group Retention
All Values	.60%	.30%	.30%

*The minimum quarterly fee billed will be \$25

For Client Directed Accounts, GI will assist in the opening, closing and transferring of accounts. GI will provide institutional and 3rd party reports on securities held in the account and investment analysis via email or via phone when requested. GI will liquidate and purchase securities per the client's request. GI will also provide administrative services per the client's written request such as: ACH, check writing, RMD servicing. GI will provide consolidated household performance reporting on these accounts which are combined with any GI managed accounts.

The above fees are negotiable. Fees are assessed quarterly in arrears based on the amount of the assets managed as of the end of the previous quarter.

For example: The Quarterly Advisory Fee= (Quarter End Value x Annual Fee%) X (Days in Quarter/Days in Year)+ \$15(administrative fee).

All management fees are withdrawn from the Client's account unless otherwise noted. GI will receive written authorization from the Client to deduct advisory fees from their account held by a qualified custodian. GI will pay quarterly to A.E.I. Financial Group their share of the fees. A.E.I. Financial Group does not have access to deduct Client fees. Clients may terminate their account within five (5) business days of signing the investment advisory agreement without penalty or obligation. For terminations after the initial five business days, GI will be entitled to a pro-rata fee for the days service was provided in the final quarter. GI will pay A.E.I. Financial Group their portion of the final fee. In addition, GI charges a \$15 service fee quarterly.

WORKSHOPS

A.E.I. Financial Group offers workshops for a fee of \$25 per person. Other workshops are held at no additional cost.

Client Payment of Fees

Orion Portfolio Solutions

Investment management fees are deducted monthly in arrears by OPS, meaning the amount will be deducted from the account after the one-month period has started.

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

Clients pay the TPMs' investment advisory fees. Prior to signing an investment advisory agreement, the method of payment will be disclosed in the TPM's Form ADV Part 2.

Additional Client Fees Charged

Custodians may charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include Mutual Fund transactions fees, postage and handling and miscellaneous fees.

For more details on the brokerage practices, see Item 12 of this brochure.

Prepayment of Client Fees

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery.

Fees for ERISA 3(21) services may be billed in advance. With Pontera for 401K and other active retirement plan management, billings are quarterly and due within the first month of the quarter.

If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to A.E.I. Financial Group.

External Compensation for the Sale of Securities to Clients

Investment Advisor Representatives of A.E.I. Financial Group receive external compensation sales of investment related products such as insurance as licensed insurance

agents. From time to time, they will offer clients services from those activities. More than 60% of Eric Imbuelten's compensation is from external compensation.

This represents a conflict of interest because it gives an incentive to recommend products based on the commission received. This conflict is mitigated by disclosures, procedures, and A.E.I. Financial Group's fiduciary obligation to place the best interest of the Client first and Clients are not required to purchase any products or services. Clients have the option to purchase these products through another insurance agent of their choosing.

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

Sharing of Capital Gains

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

A.E.I. Financial Group does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for A.E.I. Financial Group to recommend an investment that may carry a higher degree of risk to the Client.

Item 7: Types of Clients

Description

A.E.I. Financial Group generally provides investment advice to individuals, families and business owners Client relationships vary in scope and length of service.

Account Minimums

Account minimums are determined by the TPMs A.E.I. Financial Group refers its' Clients to. A.E.I. Financial Group has a policy of adding new clients with \$100K or more. Set up fees may apply for new accounts ranging from \$80 to \$280, based on complexity.

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

Methods of Analysis

Security analysis methods may include fundamental analysis, technical analysis, charting, and cyclical analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Charting analysis strategy involves using and comparing various charts to predict long and short-term performance or market trends. The risk involved in using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are twofold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

TPMs utilized by A.E.I. Financial Group may use various methods of analysis to determine the proper strategy for the Client referred and these will be disclosed in the TPM's Form ADV Part 2. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns. Other strategies utilized by TPMs may include long-term purchases, short-term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

In developing a financial plan for a Client, A.E.I. Financial Group's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the Client's specific situation.

The main sources of information used may include financial newspapers and magazines, research materials prepared by others, corporate rating services, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

Investment Strategy

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

Security Specific Material Risks

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk management at the forefront and top of mind. Investors face the following investment risks and should discuss these risks with A.E.I. Financial Group:

All investment programs have certain risks that are borne by the investor. Investors face the following investment risks and should discuss these risks with A.E.I. Financial Group:

- *Market Risk:* The prices of securities in which Clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.
- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the Client's portfolio may suffer.
- *Equity Risk:* Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the Client's overall portfolio. Small and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- *Fixed Income Risk:* The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.
- *Investment Companies Risk:* When a Client invests in open end mutual funds or ETFs, the Client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the Client will incur higher expenses, which may be duplicative. In addition, the Client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which Client invests.
- *Long-term purchases:* Long-term investments are those vehicles purchased with the intension of being held for more than one year. Typically the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.

- *Short-term purchases:* Short-term investments are typically held for one year or less. Generally there is not a high expectation for a return or an increase in value. Typically, short-term investments are purchased for the relatively greater degree of principal protection they are designed to provide. Short-term investment vehicles may be subject to purchasing power risk - the risk that your investment's return will not keep up with inflation.
- *Trading risk:* Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.

The risks associated with utilizing TPMs include:

- Manager Risk
 - o TPM fails to execute the stated investment strategy
- Business Risk
 - o TPM has financial or regulatory problems
- The specific risks associated with the portfolios of the TPM's which is disclosed in the TPM's Form ADV Part 2.

Item 9: Disciplinary Information

Criminal or Civil Actions

A.E.I. Financial Group and its management have not been involved in any criminal or civil action.

Administrative Enforcement Proceedings

A.E.I. Financial Group and its management have not been involved in administrative enforcement proceedings.

Self-Regulatory Organization Enforcement Proceedings

A.E.I. Financial Group and its management have not been involved in legal or disciplinary events that are material to a Client's or prospective Client's evaluation of A.E.I. Financial Group or the integrity of its management.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer or Representative Registration

No affiliated representatives of A.E.I. Financial Group are registered representatives of a broker-dealer. Neither A.E.I. Financial Group or any of the management persons have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Futures or Commodity Registration

Neither A.E.I. Financial Group nor its affiliated representatives are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

Material Relationships Maintained by this Advisory Business and Conflicts of Interest

Eric Imbuelten is also a tax professional with A.E.I. Tax and a licensed insurance broker with A.E.I. Financial Strategies. Approximately 60% of Eric Imbuelten's time is spent in this practice. He will offer Client services from those activities as well, if suitable to the client.

These practices represent conflicts of interest, because it gives an incentive to recommend

products based on the compensation received. This conflict is mitigated in disclosures,

procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another insurance agent or tax professional of their choosing.

Recommendations or Selections of Other Investment Advisors and Conflicts of Interest

A.E.I. Financial Group solicits the services of TPM's to manage Client accounts. In such circumstances, A.E.I. Financial Group receives solicitor fees from the TPM. A.E.I. Financial Group acts as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. A.E.I. Financial Group is responsible for:

- helping the Client complete the necessary paperwork of the TPM;
- providing ongoing services to the Client;
- updating the TPM with any changes in Client status which is provide to A.E.I. Financial Group by the Client;
- reviewing the quarterly statements provided by the TPM; and
- delivering the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM to the Client.

Clients placed with TPM will be billed in accordance with the TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of A.E.I. Financial Group. A.E.I. Financial Group ensures that before selecting other advisors for Client that the other advisors are properly licensed or registered as an investment advisor.

These practices represent conflicts of interest because A.E.I. Financial Group is paid a Solicitor Fee for recommending the TPM and may choose to recommend a particular TPM based on the fee A.E.I. Financial Group is to receive. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to act in the best interest of his Clients. Clients are not required to accept any recommendation of TPM given by A.E.I. Financial Group and have the option to receive investment advice through other money managers of their choosing.

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

Code of Ethics Description

The affiliated persons (affiliated persons include employees and/or independent contractors) of A.E.I. Financial Group have committed to a Code of Ethics ("Code"). The purpose of our Code is to set forth standards of conduct expected of A.E.I. Financial Group affiliated persons and addresses conflicts that may arise. The Code defines acceptable behavior for affiliated persons of A.E.I. Financial Group. The Code reflects A.E.I. Financial Group and its supervised persons' responsibility to act in the best interest of their Client.

One area which the Code addresses is when affiliated persons buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any affiliated persons to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

A.E.I. Financial Group's policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of A.E.I. Financial Group may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

A.E.I. Financial Group's Code is based on the guiding principle that the interests of the Client are our top priority. A.E.I. Financial Group's officers, directors, advisors, and other affiliated persons have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client's interests over the interests of either affiliated persons or the company.

The Code applies to "access" persons. "Access" persons are affiliated persons who have access to non-public information regarding any Clients' purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

A.E.I. Financial Group will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

Investment Recommendations Involving a Material Financial Interest and Conflict of Interest

A.E.I. Financial Group and its affiliated persons do not recommend to Clients securities in which we have a material financial interest.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

A.E.I. Financial Group and its affiliated persons may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as trading ahead of Client transactions, affiliated persons are required to disclose all reportable securities transactions as well as provide A.E.I. Financial Group with copies of their brokerage statements.

The Chief Compliance Officer of A.E.I. Financial Group is Eric Imbuelten. He reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over affiliated persons' transactions.

Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest

A.E.I. Financial Group does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist. However, affiliated persons may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, affiliated persons are required to disclose all reportable securities transactions as well as provide A.E.I. Financial Group with copies of their brokerage statements.

The Chief Compliance Officer of A.E.I. Financial Group is Eric Imbuelten. He reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the

personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

Item 12: Brokerage Practices

Factors Used to Select Broker-Dealers for Client Transactions

For OPS accounts, A.E.I. Financial Group does not recommend a broker-dealer to Clients and will use the broker-dealer required by OPS. A.E.I. Financial Group relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by A.E.I. Financial Group.

- *Directed Brokerage*
A.E.I. Financial Group does not allow Client directed brokerage.
- *Best Execution*
Investment advisors who manage or supervise Client portfolios on a discretionary basis have a fiduciary obligation of best execution. The determination of what may constitute best execution and price in the execution of a securities transaction by a broker involves a number of considerations and is subjective. Factors affecting brokerage selection include the overall direct net economic result to the portfolios, the efficiency with which the transaction is effected, the ability to effect the transaction where a large block is involved, the operational facilities of the broker-dealer, the value of an ongoing relationship with such broker and the financial strength and stability of the broker. The firm does not receive any portion of the trading fees.
- *Soft Dollar Arrangements*
The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by A.E.I. Financial Group from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. As permitted by Section 28(e) of the Securities Exchange Act of 1934, A.E.I. Financial Group has no soft dollar arrangements.
- *Brokerage for Client Referrals*
A.E.I. Financial Group does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.

Aggregating Securities Transactions for Client Accounts

A.E.I. Financial Group is authorized in its discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of A.E.I. Financial Group. All Clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis.

Item 13: Review of Accounts

Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved

Accounts managed by TPM's are reviewed on a quarterly basis by Eric Imbuelten, Chief Compliance Officer. Account reviews are performed more frequently when market conditions dictate.

Financial plans generated are updated as requested by the Client and pursuant to a new or amended agreement, A.E.I. Financial Group suggests updating at least annually.

Review of Client Accounts on Non-Periodic Basis

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

Content of Client Provided Reports and Frequency

For OPS Fund Choice accounts, Clients receive written account statements no less than quarterly for managed accounts. Account statements are issued by OPS's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs via the OPS website for \$25/year or via mail for a \$50 annual fee payable to Custodian automatically deducted in monthly amounts from the Client account.

Item 14: Client Referrals and Other Compensation

Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest

A.E.I. Financial Group receives a portion of the annual management fees collected by the TPM(s) to whom A.E.I. Financial Group refers Clients.

This situation creates a conflict of interest because A.E.I. Financial Group and/or its Investment Advisor Representative have an incentive to decide what TPMs to use because of the higher solicitor fees to be received by A.E.I. Financial Group. However, when referring Clients to a TPM, the Client's best interest will be the main determining factor of A.E.I. Financial Group.

Advisory Firm Payments for Client Referrals

A.E.I. Financial Group does not compensate for Client referrals.

Item 15: Custody

Account Statements

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to any documentation or reports prepared by A.E.I. Financial Group.

A.E.I. Financial Group is deemed to have limited custody solely because advisory fees are directly deducted from Client's accounts by the custodian on behalf of A.E.I. Financial Group.

Since A.E.I. Financial Group is not authorized or permitted to deduct fees directly from the client accounts, the TPM has the right to invoice clients, and fee withdrawals are done by the custodian:

- A.E.I. Financial Group will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee stating the amount of the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee;
- A.E.I. Financial Group will obtain written authorization signed by the Client allowing the fees to be deducted; and

- The Client will receive quarterly statements directly from the custodian which disclose the fees deducted.

All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to any documentation or reports prepared by TPM.

Item 16: Investment Discretion

Discretionary Authority for Trading

A.E.I. Financial Group requires discretionary authority to manage securities accounts on behalf of Clients. A.E.I. Financial Group has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. The client will authorize A.E.I. Financial Group discretionary authority to execute selected investment program transactions as stated within the Investment Advisory Agreement.

A.E.I. Financial Group allows Client's to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. Such restrictions could include only allowing purchases of socially conscious investments. These restrictions must be provided to A.E.I. Financial Group in writing.

Item 17: Voting Client Securities

Proxy Votes

A.E.I. Financial Group does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, A.E.I. Financial Group will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

Item 18: Financial Information

Balance Sheet

A balance sheet is not required to be provided because A.E.I. Financial Group does not serve as a custodian for Client funds or securities and A.E.I. Financial Group does not require prepayment of fees of more than \$500 per Client and six months or more in advance.

Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients

A.E.I. Financial Group has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

Bankruptcy Petitions during the Past Ten Years

A.E.I. Financial Group has not had any bankruptcy petitions in the last ten years.

Item 19: Requirements for State Registered Advisors

Principal Executive Officers and Management Persons

The education and business background for all management and supervised persons can be found in the Part 2B of this Brochure.

Outside Business Activities

The outside business activities for all management and supervised persons can be found in the Part 2B of this Brochure.

Performance Based Fee Description

Neither A.E.I. Financial Group nor its management receive performance based fees. Please see Item 6 of the ADV 2A for more information.

Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons

1. Neither A.E.I. Financial Group nor its management have been involved in an arbitration claim alleging damages in excess of \$2,500 involving any of the following:
 - a) An investment or an investment-related business or activity;
 - b) Fraud, false statement(s) or omissions;
 - c) Theft, embezzlement or other wrongful taking of property;
 - d) Bribery, forgery, counterfeiting, or extortion;
 - e) Dishonest, unfair or unethical practices.
 2. Neither A.E.I. Financial Group nor its management have been found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a) An investment or an investment-related business or activity;
 - b) Fraud, false statement(s) or omissions;
 - c) Theft, embezzlement or other wrongful taking of property;
 - d) Bribery, forgery, counterfeiting, or extortion;
 - e) Dishonest, unfair or unethical practices.
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Material Relationship Maintained by this Advisory Business or Management persons with Issuers of Securities

There are no material relationships with issuers of securities to disclose.

Item 1 Cover Page
SUPERVISED PERSON BROCHURE
FORM ADV PART 2B

Eric Imbuelten, CRTP



A E I Financial Strategies Inc.

dba

A.E.I. Financial Group

Office Address:
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Suite 200
Santa Rosa, CA 95403

Tel: 707-538-8027
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Email: Eric@aeifinancial.net

Web: AEIFinancialGroup.com

This brochure supplement provides information about Eric Imbuelten and supplements the A E I Financial Strategies Inc. brochure. You should have received a copy of that brochure. Please contact Eric Imbuelten if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about Eric Imbuelten (CRD #7013658) is available on the SEC's website at www.adviserinfo.sec.gov.

FINAL
Updated 03/17/2025

**Brochure Supplement (Part 2B of Form ADV)
Supervised Person Brochure**

Principal Executive Officer - Eric Imbuelten

- Year of birth: 1962
-

Item 2 - Educational Background and Business Experience

Educational Background:

- University of California, Berkeley; Bachelor of Arts in French Civilization; 1984
- California State University East Bay; Master's in Business Administration in Business Finance; 1988
- University of California, Berkeley; Personal Financial Planning Certificate; 1999
- **Professional Certifications**

Eric Imbue/ten has earned certifications and credentials that are required to be explained in further detail.

CTEC Registered Tax Preparer (CRTPJ)

The California Tax Education Council (CTEC) offers the CRTP designation to become an approved tax professional in the State of California. To attain the right to use the CRTP designation, an individual must satisfactorily fulfill the following requirements:

- Education: Completed 60-hours (45 hours federal and 15 hours state) of qualifying tax education from a CTEC Approved Provider or a minimum of two recent years experience in the preparation of personal income tax returns.
- Obtained and maintained a PTIN (Preparer Tax Identification Number) from the IRS.
- Purchase and maintain a \$5,000 tax preparer bond.
- Register with CTEC within 18 months from the completion date on the certificate of completion.
- Registration Fee with CTEC \$33.
- Continuing Education - 20 hours of CTEC approved continuing education (10 hours of federal tax law topics, 3 hours of tax law updates, 2 hours of ethics and 5 hours of state). This education must be taken from a CTEC approved curriculum provider and completed by October 31 of each year.

Business Experience:

- A E I Financial Strategies Inc. dba A.E.I. Financial Group; Owner/CCO/Investment Advisor Representative; 01/2020 - Present
 - A E I Financial Strategies dba A.E.I. Financial Strategies Inc.; Owner/Insurance Agent 11/2006 - Present
 - A E I Tax, Sole proprietorship tax practice from 05/1990 - present
 - Gradient Advisors, LLC; Investment Advisor Representative; 09/2018 - 12/2019
-

Item 3 - Disciplinary Information

A Eric Imbuelten has never been involved in a criminal or civil action in a domestic, foreign or military court of competent jurisdiction for which he:

1. Was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b)

- Misdemeanor that involved investments or an investment-related business, fraud, false statement or omissions, wrongful taking of property, bribery, perjury, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;
2. Is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;
 3. Was found to have been involved in a violation of an investment-related statute or regulation; or
 4. Was the subject of any order, judgement or decree permanently or temporarily enjoining, or otherwise limiting, him from engaging in any investment related activity, or from violating any investment-related statute, rule, or order.
- B. Eric Imbuelten never had an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which he:
1. Was found to have caused an investment-related business to lose its authorization to do business; or the subject of an order by the agency or authority;
 2. Was found to have been involved in a violation of an investment-related statute or regulation or was the subject of an order by the agency or authority
 3. (a)denying, suspending or revoking the authorization of the supervised person to act in an investment-related business; (b) barring or suspending his association with an investment-related business; (c) otherwise significantly limiting his investment-related activities; or (d) imposing a civil money penalty of more than \$2,500 on him.
- C. Eric Imbuelten has never been the subject of a self-regulatory organization (SRO) proceeding in which he:
1. Was found to have caused an investment-related business to lose its authorization to do business; or
 2. Was found to have been involved in a violation of the SRO's rules and was: (a) barred or suspended from membership or from association with other members, or was expelled from membership; (b) otherwise significantly limited from investment-related activities; or (c) fined more than \$2,500.
- D. Eric Imbuelten has not been involved in Any other hearing or formal adjudication in which a professional attainment, designation, or license of the supervised person was revoked or suspended because of a violation of rules relating to professional conduct.

Item 4 - Other Business Activities

Eric Imbuelten is also a licensed insurance agent and tax professional with A.E.I. Tax & Financial. Approximately 60% of Eric Imbuelten's time is spent in this practice. He will offer Clients services from those activities.

These practices represent conflicts of interest, because it gives an incentive to recommend products based on the compensation received. This conflict is mitigated disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products or services. Clients have the option to purchase these products or services through another insurance agent or tax professional of their choosing.

Item 5 - Additional Compensation

Eric Imbuelten receives compensation on the insurance he sells. He does not receive any performance-based fees. He does not receive any additional compensation for performing advisory services other than what is disclosed in Item 5 of Part 2A.

Item 6 - Supervision

Since Eric Imbuelten is the sole owner and investment adviser representative of A.E.I. Financial Group. He is solely responsible for all supervision and formulation and monitoring of investment advice offered to Clients. He will adhere to the policies and procedures as described in the firm's Compliance Manual. He can be reached at Eric@aeifinancial.net or 707-538-8027.

Item 7 - Requirements for State-Registered Advisors

A Eric Imbuelten has not been involved in any of the following:

1. an arbitration claim alleging damages in excess of \$2,500 involving any of the following:
 - a) An investment or an investment-related business or activity;
 - b) Fraud, false statement(s) or omissions;
 - c) Theft, embezzlement or other wrongful taking of property;
 - d) Bribery, forgery, counterfeiting, or extortion;
 - e) Dishonest, unfair or unethical practices.
2. been found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a) An investment or an investment-related business or activity;
 - b) Fraud, false statement(s) or omissions;
 - c) Theft, embezzlement or other wrongful taking of property;
 - d) Bribery, forgery, counterfeiting, or extortion;
 - e) Dishonest, unfair or unethical practices.

B. Eric Imbuelten has never been the subject of a bankruptcy petition.