

FORM ADV Uniform Application for Investment Adviser Registration Part 2A: Investment Adviser
Brochure

Item 1 Cover Page

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This brochure provides information about the qualifications and business practices of First Financial Coaching, Inc. If you have any questions about the contents of this brochure, please contact us at the phone number listed above.

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. Please note, where this brochure may use the terms "registered investment adviser" and/or "registered", registration itself does not imply a certain level of skill or training.

Additional information about the firm and its representatives is also available on the SEC's website at www.adviserinfo.sec.gov. First Financial Coaching, Inc.'s IARD number is 152070.

Item 2 Material Changes

The purpose of this Item 2 is to disclose material changes that have been made to this Brochure since the last annual update of this Brochure. There have been no material changes to this brochure since the last annual amendment.

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Item 4 Advisory Business

First Financial Coaching, Inc. (“FFC” or the “Firm” or “us” or “we”) is a corporation founded in the State of Michigan in 2009. We are a registered investment adviser firm with the Securities and Exchange Commission (“SEC”) since August 20, 2023, and was previously a state-registered investment adviser firm. Jeffrey Furest and Michael Sarcheck are the owners of First Financial Coaching, Inc. Additional information about their backgrounds may be found in their Forms ADV Part 2B Brochure Supplement or at www.firstfinancialcoach.com. FFC provides investment advisory and retirement plan consulting services, all of which are discussed below in further detail. The products discussed throughout this Brochure are all available on a non-wrap fee basis. Our clients consist of individuals, families, business owners and corporations.

INVESTMENT ADVISORY SERVICES

FFC provides non-discretionary investment advisory services on a fee basis. FFC provides investment advisory services specific to the needs of each client. Before providing investment advisory services, an investment adviser representative will ascertain each client’s investment objectives. Thereafter, if appropriate, FFC recommends the client engage Matson Money Inc., (SEC No. 801-40176) (“Matson”) and FFC in a Co-Advisory Agreement whereby Matson will manage client assets on a discretionary basis.

Financial Analysis: FFC may provide financial consulting services (including investment and non-investment related matters.), tailored to the individual needs of clients, using a variety of strategies on a stand-alone separate fee basis.

Prior to engaging FFC to provide consulting services, clients are generally required to enter into an agreement with FFC setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided and the portion of the fee that is due from the client prior to FFC commencing services.

IMPORTANT DISCLOSURES

Non-Discretionary Service Limitations. Clients that determine to engage FFC on a non-discretionary investment advisory basis must be willing to accept that FFC cannot effect any account transactions without obtaining prior consent to any such transaction(s) from the client. Therefore, FFC will be unable to effect any account transactions without first obtaining the client’s consent.

Independent Managers. FFC is affiliated with Matson Money Inc., an investment manager. Independent Manager(s) will have day-to-day responsibility for the active discretionary management of the allocated assets. FFC will continue to render investment supervisory services to the client related to the ongoing monitoring and review of account performance, asset allocation, and client investment objectives. **Please Note.** The investment management fee charged by the Independent Manager[s] is separate from, and in addition to, FFC’s investment advisory fee disclosed at Item 5 below.

Portfolio Activity. FFC has a fiduciary duty to provide services consistent with the client’s best interest and portfolio activity. Clients remain subject to the fees described in Item 5 below during periods of portfolio inactivity. Of course, as indicated below, there can be no assurance that investment decisions made by FFC will be profitable or equal any specific performance level(s).

Other Assets. A client may: hold securities that were purchased at the request of the client or acquired prior to the client's engagement of FFC. Generally, with potential exceptions, FFC does not/would not recommend nor follow such securities and absent mitigating tax consequences or client direction to the contrary, would prefer to liquidate such securities.

If/when liquidated, it should not be assumed that the replacement securities through FFC will outperform the liquidated positions. To the contrary, different types of investments involve varying degrees of risk, and there can be no assurance that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended by FFC) will be profitable or equal any specific performance level(s). In addition, there may be other securities and/or accounts owned by the client for which FFC does not maintain custodian access and/or trading authority; and, hold other securities and/or own accounts for which FFC does not maintain custodian access and/or trading authority.

Corresponding Services: When agreed to by FFC, FFC will: (1) remain available to discuss these securities/accounts on an ongoing basis at the request of the client; (2) monitor these securities/accounts on a regular basis; (3) will generally consider these securities as part of the client's overall asset allocation; and (4) include the market value of all such securities.

Cash Positions. FFC treats cash as an asset class. As such, unless determined to the contrary by FFC or a Co-Advisor, all cash positions (money markets, etc.) shall be included as part of assets under management for purposes of calculating advisory fees. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, advisory fees could exceed the interest paid by the client's cash positions.

Borrowing Against Assets/Risks. A client who has a need to borrow money could decide to do so by using:

- Security Backed Line of Credit
- In consideration for a lender (i.e., a bank, etc.) to make a loan to the client, the client pledges investment assets held at the account custodian as collateral.

These above-described collateralized loans are generally utilized because they typically provide more favorable interest rates than standard commercial loans. These types of collateralized loans can assist with a pending home purchase, permit the retirement of more expensive debt, or enable borrowing in lieu of liquidating existing accounts and incurring capital gains taxes. However, such loans are not without potential material risk to the client's investment assets. The lender (i.e., custodian, bank, etc.) will have recourse against the client's investment assets in the event of loan default or if the assets fall below a certain level. For this reason, FFC does not recommend such borrowing unless it is for specific short-term purposes (i.e., a bridge loan to purchase a new residence). FFC does not recommend such borrowing for investment purposes (i.e., to invest borrowed funds in the market). Regardless, if the client was to determine to utilize a Security Backed Line of Credit, FFC will refer the client to a third-party lending institution.

The Client must accept the above risks and potential corresponding consequences associated with the use of a Security Backed Line of Credit.

Retirement Plan Rollovers–Conflict of Interest. A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer’s plan, if permitted, (ii) roll over the assets to the new employer’s plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account (“IRA”), or (iv) cash out the account value (which could, depending upon the client’s age, result in adverse tax consequences). If FFC recommends that a client roll over their retirement plan assets into an account to be managed by FFC, such a recommendation creates a conflict of interest if FFC will earn new (or increase its current) compensation as a result of the rollover. If FFC provides a recommendation as to whether a client should engage in a rollover or not (whether it is from an employer’s plan or an existing IRA), FFC is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. **No client is under any obligation to roll over retirement plan assets to an account managed by FFC, whether it is from an employer’s plan or an existing IRA.**

Client Obligations. In performing its services, FFC will not be required to verify any information received from the client or from the client’s other professionals and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify FFC if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising FFC’s previous recommendations and/or services.

Artificial Intelligence. FFC may use certain Artificial Intelligence (“AI”) tools in connection with its investment advisory services. FFC has adopted an AI Policy that governs the appropriate use of AI tools to ensure that FFC and its employees abide by their fiduciary duty and comply with all applicable regulations. AI tools are not used by FFC as a substitute for professional judgment by FFC or its employees, and all AI generated output is reviewed by FFC for accuracy. All investment decisions and recommendations are made and approved by FFC. The use of AI tools does not guarantee the accuracy of analyses or the success of any investment strategy. Clients should not assume that reliance on AI tools results in better performance or reduces risk. AI tools involve limitations and risks that FFC monitors and manages. These risks include, but are not limited to, data security concerns, potential inaccuracies, and possible algorithmic biases. To mitigate these risks, FFC has implemented controls such as pre-approval requirements for AI tools, restrictions on providing nonpublic personal information to public AI systems, vendor due diligence, review of AI-generated materials, and employee training on appropriate AI usage.

Cybersecurity Risk. The information technology systems and networks that FFC and its third-party service providers use to provide services to FFC’s clients employ various controls that are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in FFC’s operations and/or result in the unauthorized acquisition or use of clients’ confidential or non-public personal information. Clients and FFC are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur financial losses and/or other adverse consequences. Although FFC has established processes to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that FFC does not control the cybersecurity measures and policies employed by third-party service providers, issuers of securities, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchanges and other financial market operators and providers.

Client Privacy and Confidentiality. FFC maintains policies and procedures designed to help protect the confidentiality and security of client nonpublic personal information (“NPPI”). NPPI includes, but is not limited to, social security numbers, credit or debit card numbers, state identification card numbers, driver’s license number and account numbers. FFC maintains administrative, technical, and physical safeguards designed to protect such information from unauthorized access, use, loss, or destruction. These safeguards include controls relating to data access, information security, and incident response, and are reviewed to address changes in risk and business. Client information may be disclosed in response to regulatory requests, legal obligations, or as otherwise permitted by law, and any such disclosure is made in accordance with applicable privacy and confidentiality requirements. FFC may engage non-affiliated service providers in connection with providing advisory services, and such providers may have access to client NPPI, as necessary, to perform their functions. These service providers represent to FFC that they maintain safeguards designed to protect client information from unauthorized access or use and that they will provide notice to FFC in the event of a cybersecurity incident involving client information. While FFC maintains policies and procedures designed to protect client information, such measures cannot eliminate all risk. Upon becoming aware of a data breach involving a client’s NPPI, FFC will notify clients of such breach as may be required by applicable state and federal laws.

Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by FFC) will be profitable or equal any specific performance level(s).

Use of Mutual Funds. FFC’s co-advisor utilizes mutual funds for client portfolios. In addition to FFC’s investment advisory fee described below, and transaction and/or custodial fees, clients will also incur, relative to all mutual fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses). Matson Money’s funds are only available through a co-advisor.

Disclosure Brochure. A copy of FFC’s written Brochure and CRS, as set forth on Parts 2A and 3 of Form ADV, respectively, will be provided to each client prior to or contemporaneously with the execution of any new advisory agreement.

FFC will provide investment advisory services specific to the needs of each client. The client may, at any time, impose reasonable restrictions, in writing, on FFC’s services.

As of December 31, 2025, FFC had \$670,646,955 in assets under management on a non-discretionary basis.

Item 5 Fees and Compensation

A. FEE SCHEDULE

INVESTMENT EDUCATION AND FINANCIAL ANALYSIS SERVICES

To the extent a client elects to enter into a Co-Advisory Agreement with FFC and Matson, FFC will receive as compensation a portion of the revenue received by Matson for its discretionary management of the client's assets. Please see Matson's Form ADV Part 2 and investment advisory agreement for details regarding Matson quarterly charges.

Please see the termination clauses in the Co-Advisory Agreement regarding pro rata refunds of terminated contracts, or as described in their Form ADV Part 2A as provided.

Financial Analysis

To the extent a client engages FFC to provide financial analysis services, FFC may provide these services on either an hourly or fixed fee basis.

Hourly. Some clients utilize our financial analysis services provided based on an hourly rate basis. Our hourly fee is billed at a rate of \$150.00 per hour. The hourly fees are negotiated and agreed upon in a written agreement with each client. Hourly fee-based clients are billed monthly as work is completed. Either party may terminate the services within five (5) business days' notice. Any earned, but unpaid, fees will be promptly due upon termination.

Fixed Fees. FFC may charge a fixed fee for financial analysis services or special projects. The fixed fees are negotiated and will generally range from \$250-\$1000, but may be higher, depending upon the complexity of services, and are agreed upon in a written agreement with each client. Either party may terminate the services upon three days' notice. Within five (5) business days of termination of services by FFC or the client, prior to completion of such services, regardless of progress/work generated, 100% (one hundred percent) of all commitment fee/financial analysis fees shall be refunded to the client.

THIRD PARTY ASSET MANAGER

Matson Money Co-Advisor Program

We work with Matson Money as our Third-Party Asset Manager (TPAM). Here's a simplified overview of

the fees and how accounts are managed in this program:

- Fund Fees & Expenses: Investments include fund-related fees such as brokerage and operating costs, as well as fees from underlying mutual funds in which the Matson Funds invest.
- Matson Money Fee: Matson Money receives a maximum of 0.50% annually on each fund's average daily net assets.
- Advisory Fees: Clients also bear fees tied to the underlying funds managed by other advisers. No additional advisory fees are charged by Matson Money beyond those integrated into the funds.
- FFC Fees:
 - ❖ Annual fees are collected quarterly in advance by Matson Money on behalf of FFC.
 - ❖ Non-ERISA accounts are directly debited; ERISA accounts require third-party custodians to process fees.

Depending on the account size, a structured tier schedule will range from 1.4% to .25%. as negotiated. Effective in 2018, the maximum allowable fee for all new clients is 1.2%. A flat fee schedule can be negotiated up to 1%.

Note: Fees may vary or be reduced at the firm's discretion, and different fee structures may apply based on historical agreements or co-adviser arrangements.

Other Important Notes:

- Fees are based on the account's market value at the end of the previous quarter.
- Clients may terminate their agreement with Matson Money within five business days without penalty. Prepaid fees will be refunded on a pro-rata basis if canceled with 30 days' notice.

For a detailed explanation or further questions, reach out to our team.

B. PAYMENT OF FEES

INVESTMENT ADVISORY SERVICES & THIRD-PARTY MONEY MANAGERS

Fees are charged quarterly after services are provided. Your deduction will be adjusted based on how many days your account was active and how much you funded during a quarter period. Fees for TPAM services follow the terms of your agreement with them. If no such agreement exists, fees will align with FFC's investment management agreement and the terms outlined for our Investment Advisory Services.

EDUCATION AND FINANCIAL ANALYSIS SERVICES

Fees are paid upon receipt of an invoice outlining the fees for such services.

C. OTHER FEES AND PAYMENTS

There may be additional fees or charges that result from the maintenance of or trading within a client's account. These are fees that are imposed by third parties in connection with investments made through a client's account, such as custodial and investment fees. In addition to our advisory fees, clients are responsible for paying fees associated with investing their accounts. Please refer to Item 12 for a discussion of our brokerage practices.

D. PREPAYMENT OF FEES

FFC does not accept full prepayment of fees for investment advisory services.

INVESTMENT ADVISORY AND FINANCIAL ANALYSIS SERVICES

FFC does NOT charge more than \$1,000 in advance for investment advisory or financial analysis services in a six-month period.

E. OTHER COMPENSATION

Some IARs are licensed insurance agents. Insurance sales are offered on an individual basis.

INVESTMENT ADVISORY SERVICES & THIRD-PARTY ASSET MANAGERS

PRIVATE ACCOUNT ASSET ALLOCATION

Private Account Asset Allocation Clients pay fees generally in line with the following representative fee schedule. We can negotiate fees and the timing of payment for Clients investing over \$1 million with Matson Money. Fees for Clients and the timing of payment could be negotiable under special circumstances in our discretion.

Assets Under Management Annual Rate

Assets Under Management	Annual rate
First \$500,000	2.00%
Next \$500,000	1.00%
Next \$3 million	0.75%
Over \$4 million	0.50%

In the Private Account Asset Allocation Program, we sometimes enter into arrangements to manage the accounts of Referrers and their immediate families for reduced fees, based on the amount of assets a Referrer has referred to us. We also provide our Private Account Asset Allocation investment advisory

services to certain Referrers at low or no cost to themselves and at reduced costs to family members. Specifically, if a Referrer referred at least \$20 million in Client assets to us, we would manage the Referrer's account at no charge and would charge 0.5% on all assets under management in the accounts of the Referrer's immediate family. At this time, we offer the Private Account Asset Allocation Program only on a very limited basis as described above. However, Referrers already participating in the program or whose accounts fall within the limitations can still participate, at Matson's sole discretion. We can change the amount of the reduced fee and alter the amount a Referrer must refer in order to receive free services and reduced fees for members of his or her immediate family in our discretion. Lower fees for comparable services could be available from other sources. Some Clients could pay lower fees than the fees stated above for the same services. Also, some accounts could be under historically different fee arrangements than the representative fee schedule set forth above.

Fees are charged quarterly after services are provided. Your deduction will be adjusted based on how many days your account was active and how much you funded during a quarter period. Fees for TPAM services follow the terms of your agreement with them.

EDUCATION AND FINANCIAL ANALYSIS SERVICES

Fees are paid upon receipt of an invoice outlining the fees for such services.

F. OTHER FEES AND PAYMENTS

There may be additional fees or charges that result from the maintenance of or trading within a client's account. These are fees that are imposed by third parties in connection with investments made through a client's account, such as custodial and investment fees. In addition to our advisory fees, clients are responsible for paying fees associated with investing their accounts. Please refer to Item 12 for a discussion of our brokerage practices.

FFC does NOT charge more than \$1,200 in advance for investment advisory or financial planning services.

Financial Analysis

To the extent a client engages FFC to provide financial analysis services, FFC may provide these services on either an hourly or fixed fee basis.

Hourly. Some clients utilize our financial analysis services provided based on an hourly rate basis. Our hourly fee is billed at a rate of \$150.00 per hour. The hourly fees are negotiated and agreed upon in a written agreement with each client. Hourly fee-based clients are billed monthly as work is completed. Either party may terminate the services within five (5) business days' notice. Any earned, but unpaid, fees will be promptly due upon termination.

Fixed Fees. FFC may charge a fixed fee for financial analysis services or special projects. The fixed fees are negotiated and will generally range from \$250-\$1000, but may be higher, depending upon the complexity of services, and are agreed upon in a written agreement with each client. Either party may terminate the services upon three days' notice. Within five (5) business days of termination of services by FFC or the client, prior to completion of such services, regardless of progress/work generated, 100%

(one hundred percent) of all commitment fee/financial analysis fees will be refunded to the client.

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

FFC does not charge any performance-based fees (fees based on a share of capital gains or capital appreciation of the client's assets) or provide any additional services other than those previously described. Accordingly, side by side management of accounts does not apply to those services rendered by the firm.

Item 7 Types of Clients

FFC provides investment advisory services to individuals, profit sharing plans, trusts, estates, charitable organizations, and businesses. A minimum balance is not required. However, your TPAM may require a minimum account balance to open and maintain your account with them, though the TPAM may reduce or waive this requirement in their sole discretion.

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

Investment Risk. Investing in securities involves risk of loss that clients should be prepared to bear. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by FFC) will be profitable or equal any specific performance level(s).

All investment strategies have certain risks that are borne by the investor. Although there is no way to list all the risks involved with investing, the following are common risks born by the majority of investors:

Interest Rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, bond prices generally fall.

Market Risk: Asset prices may drop in reaction to certain unforeseen events. Also referred to as exogenous risk, this type of risk is caused by external factors independent of a security's particular underlying fundamentals or intrinsic value. For example, geo-political, economic, legislative, and/or societal events may amplify market risk.

Inflation Risk: When inflation is present, a dollar today will not buy as much as 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.

Business Risk: These risks are associated with a particular industry or a particular company within an industry. Some industries and/or companies may have historically demonstrated more stability than others. Economic factors and business functions are constantly changing. Past results are no guarantee of future performance.

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.

Financial Risk: Also referred to as leverage risk. Excessive borrowing to finance a business' operations may lead to financial strain and the ability to generate profits or meet certain obligations. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Counterparty Risk: The risk that each party may not be able to meet its contractual obligations. This may also be referred to as default risk for fixed income investments. In rare circumstances, the underlying securities within registered investment products may become illiquid which may restrict the ability of investors to redeem shares at quoted prices.

Execution Risk: The risk that buy/sell transactions may not be executed at favorable prices. This may occur during periods of abnormal market conditions.

Item 9 Disciplinary Information

FFC has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

There are conflicts of interest related to the additional business activities conducted by both the firm and its personnel. Certain personnel are separately licensed as insurance agents (appointed to insurance companies) to sell life and health insurance products for various insurance companies. Accordingly, they will be able to sell insurance products to any client in need of such services and will receive separate compensation in the form of commissions for the sale of such products. You have the right to decide whether to use FFC's investment adviser representatives for the purchase of recommended insurance products.

Primary Insurance Agency / Brokers: Jeffrey C. Furest and Michael N. Sarcheck, owners of FFC, are also owners and individually licensed insurance agents. Certain investment adviser representatives of the Firm are licensed to purchase, sell or exchange insurance products for any client in need of such services and will receive separate compensation in the form of commissions for the purchase of insurance products. Clients are encouraged to review the Part 2B brochure supplements for further information related to FFC personnel.

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

FFC has adopted a Code of Ethics which must be followed by all firm employees. The Code defines our fiduciary obligations as an investment adviser and describes the high standard of business conduct and fiduciary duty the firm must deliver to its clients.

The Code of Ethics (Code) includes provisions relating to:

- the confidentiality of client information;
- a prohibition on insider trading;
- restrictions on the acceptance of gifts and the reporting of certain gifts and business entertainment items;
- personal securities trading procedures; and
- additional provisions regarding the firm's fiduciary duty to its clients.

All employees at FFC must acknowledge the terms of the Code of Ethics annually, or as amended. A copy of the firm's Code of Ethics will be provided to any client upon request.

Please note: FFC personnel may purchase or sell investments for their personal accounts that are also purchased or sold by a third-party portfolio manager for one or more of FFC's clients. While FFC endeavors at all times to act in the best interests of its clients as part of its fiduciary duty, clients should be aware that the personal trading involving recommended securities creates a conflict of interest, and may affect the judgment of the individual making the recommendation, including the recommendations provided as RRs, IARs and Insurance Agents (as described).

Item 12 Brokerage Practices

A. SELECTION AND RECOMMENDATION

FFC is committed to choosing a custodian or broker that offers the most advantageous terms for our clients. We evaluate various factors, including execution timeliness, accuracy of trade confirmations, account statement quality, trading capabilities in challenging market conditions, and overall reputation and integrity.

To ensure top-quality service, we work with Matson Money, an independent entity unaffiliated with FFC. Matson Money typically uses Axos (formerly ETrade Advisor Services formerly Trust Company of America) and Charles Schwab & Co., Inc. to hold custody accounts, while brokerage accounts are managed through affiliated broker-dealers. For qualified accounts such as 401(k)s and ERISA accounts, assets are generally maintained at Ascensus, Aspire, Axos, or Schwab for certain plans.

Custodians are recommended based on factors such as account size, goals, and trading strategies, ensuring alignment with our responsibility to deliver the best possible execution for client trades. We

also work with Leigh Baldwin & Co. Investment Brokerage. Some IAR's are dually registered with First Financial Coaching and Leigh Baldwin.

B. RESEARCH AND OTHER SOFT DOLLAR BENEFITS

First Financial Coaching does not ever receive "soft dollars."

Soft dollar arrangements occur when brokerage firms cover the costs of services, equipment, or other benefits for an investment advisor. These benefits reduce the advisor's expenses but do not lower the fees paid by clients. Allocating business to brokerages with soft dollar arrangements can help advisors access research, achieve better trade execution, and secure additional benefits for their clients.

C. BROKERAGE FOR CLIENT REFERRALS

FFC does not receive client referrals from third parties for recommending us.

D. DIRECTED BROKERAGE

When we refer clients to Matson Money, they are required to open accounts custodians with whom Matson Money works. This approach ensures efficiency and cost savings for FFC's clients while aiming for the best execution of transactions. FFC does not allow clients to choose a specific brokerage firm. While some advisors may permit clients to direct brokerage, doing so can prevent them from securing the best possible transaction execution, which could end up costing clients more money.

E. ORDER AGGREGATION

The Firm does not aggregate trade orders.

F. TRADE ERROR POLICY

The TPAM keeps a detailed record of all trading errors related to its clients' investment activities. Following SEC guidelines, the TPAM takes full responsibility for any losses resulting from these errors.

Item 13 Review of Accounts

For those clients to whom FFC provides investment supervisory services, account reviews are conducted on an ongoing basis by FFC's Principals and/or representatives. All investment supervisory clients are advised that it remains their responsibility to advise FFC of any changes in their investment objectives and/or financial situation.

Financial analysis reports are reviewed by the firm's Chief Compliance Officer for correctness, suitability, and implementation. Reviews occur on a regular basis as needed or amended. Clients are strongly encouraged to contact the firm with any changes to their financial situation.

FFC provides financial analysis services in the form of investment analysis, retirement analysis, survivorship income and analysis, estate analysis, college analysis, and other consultative analysis services.

For written financial analysis, clients receive third party vendor analysis program reports which may

include:

a) investment results and risk; b) income surplus or shortfalls given income goals; and/or c) estate preservation and estate tax and survivor income surplus or shortfalls.

Item 14 Client Referrals and Other Compensation

Neither FFC nor its representatives compensate any non-supervised persons for client referrals.

Item 15 Custody

FFC, subject to the terms of the Co-Advisory Agreement will have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the custodian and/or program sponsor for the client accounts.

The client will receive statements electronically or by mail from their TPAM or custodian. It's important to carefully review these statements and compare the asset values, holdings, and fees with the previous period's statement.

Item 16 Investment Discretion

FFC does not manage client assets; as a result, this item is not applicable.

Item 17 Voting Client Securities

FFC does not vote proxies on behalf of clients or their accounts. Clients who engage FFC on a Co-Advisory basis should review Matson Money's, Form ADV Part 2 disclosure brochure, as applicable, for a full understanding of how such actions are treated.

Item 18 Financial Information

FFC does not require clients to pay fees of more than \$1,200 per client, six months or more in advance.

FFC is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.

FFC has not been the subject of a bankruptcy petition.