

TRUE FINANCIAL WEALTH MANAGEMENT FIRM, LLC TM
GENERAL FINANCIAL SERVICES BROCHURE*
224 Calle Diamante, Sedona, Arizona 86336
PART I of the ADV

The Firm

True Financial Wealth Management Firm, LLC TM (Eileen M. Proud, Member) offers general financial planning advice and services for individuals. Following a review and analysis of a client's current financial position and objectives, we make specific suggestions and recommendations to assist the client in realizing stated financial objectives. Our recommendations are generally embodied in a written summary which is provided to the client for convenient reference.

True Financial abides by the seven-step planning process as designated by the **Financial Planning Association**.

- 1. Gathers data, both qualitative and quantitative.**
- 2. Evaluates present financial situation.**
- 3. Identifies and establishes financial goals.**
- 4. Develops a written summary.**
- 5. Makes recommendations.**
- 6. Assists in overall implementation of the Financial Plan.**
- 7. Reviews and updates.**

As each client's financial situation and stated objectives will differ, a client may engage True Financial Wealth Management Firm, LLC TM to act in various capacities. We offer financial advice dependent on your situation. We will also undertake periodic review and updates. True Financial Wealth Management Firm, LLC TM believes financial planning is an important part of the process towards financial security. In addition, Eileen M. Proud, CDFP®, CFPSTM doing business as True Financial Wealth Management Firm LLC performs financial services for attorneys and divorcees as a specialized area and resolving financial settlements.

- A copy of this Brochure and ADV Part II are made available, upon request, on an annual basis, and the Privacy Statement is sent out annually.

A separate agreement governs divorce planning services (see Part IV attached hereto and by reference made a part hereof). For such services, True Financial Wealth Management Firm, LLC TM is compensated by hourly fees. Her staff's time may also be charged for providing paraprofessional, administrative, research and clerical services. Staff members do not offer or charge for advice.

True Financial Wealth Management Firm, LLC TM does not recommend to its clients or prospective clients the purchase or sale of securities in which it, directly or indirectly, has a position or interest unless this is disclosed beforehand. Furthermore, it does not manage investment advisory accounts on a discretionary basis. Nor does it issue periodic publications relating to securities or any charges, graphs, formulas, or other devices which clients may use to evaluate securities.

All investment advisory activity is handled through Eileen M. Proud or Robert Redwanc specifically through being licensed as registered representative and Investment Advisor Representative affiliated with Financial Advisers of America LLC). Eileen M. Proud Roth IRA has direct ownership of less than 5% in Financial Advisers of America LLC; however, Financial Advisers of America LLC is not affiliated with True Financial Wealth Management Firm, LLC TM. It is the firm's policy not to engage in investment advisory activity for compensation. There is no charge for investment advice unless a client wishes us to manage his/her investment account for him/her and then it is only done through our broker/dealer affiliation as registered representatives or Investment Advisor Representatives of the Registered Investment Adviser or Financial Advisers of America LLC.

Education and Business Background

Eileen M. Proud, CFDS®, CDFPTM,

Professional Designations:

Certified Financial Planner, College of Financial Planning 1984 to 2004

Certified Divorce Financial AnalystTM 1998 to current

Certified Financial Divorce Specialist^R 2005 to current

Professional Associations:

Current member of the Institute of Certified Divorce Financial Analysts and the Academy of Certified Financial Divorce Practitioners

Financial Planning Association (formerly Institute of Certified Financial Planners), Member 1982-2005

2000 Chairperson of the Tucson Society of the Financial Planning Association

1998-1999 President of Tucson Society of the Financial Planning Association

1996-1997 Membership Director of Tucson Society of the Financial Planning Association

Licenses/Other Information:

Branch Manager for Financial Advisers of America LLC in Sedona, Arizona
Office Branch #1070, Securities licenses 7, 24, 63 and 65.
Registered Representative and Investment Advisor Representative of Financial
Advisers of America LLC, a registered broker/dealer, member of the Financial
Industry Regulatory Authority (FINRA), member SIPC.
Investment Advisor Representative of True Financial Wealth Management Firm, LLC TM,
a Registered Investment Advisor with the State of Arizona.
References, memberships and continuing education courses are updated regularly and
available upon request.

Compensation for Advisory Services

True Financial Wealth Management Firm, LLC TM is generally retained on an hourly basis or flat fee to provide financial advice. The hourly rate for our principal is \$200-250.00 per hour. A minimum annual fee will be agreed upon and set forth in this agreement. One-half of the total estimated fee is required prior to commencing work, but no more than \$500, with the balance due upon receipt of our invoice. **There is no double charge for investment or insurance related advice.**

Implementation of Financial Plan Strategies

You are under no obligation to implement any of the recommendations made to you by True Financial Wealth Management Firm, LLC TM or any of its members for your financial plan. Should you decide to implement any portion of your financial plan, you may do so with any firm which you may choose. Eileen M. Proud and Robert F. Redwanc, are both individuals, are registered representatives and Investment Advisor Representatives with Financial Advisers of America LLC, a securities broker/dealer. Eileen M. Proud and Robert F. Redwanc offer products from various companies in the areas of individual registered securities, stocks, bonds, unit trusts, mutual funds, and variable and fixed annuities. Should you wish to use their services in implementing your financial plan, you are free to do so.

In the event you utilize Eileen M. Proud or Robert F. Redwanc to implement any portion of your financial plan, you should be aware that a potential conflict of interest may exist with respect to rendering of both planning and brokerage services. The commissions available upon implementation of financial planning services create a monetary incentive to bias recommendations towards products and service having commissions or in favor of more products or services than may be suitable.

Notwithstanding the potential conflicts of interest which may exist in implementing your financial plan through Eileen M. Proud or Robert F. Redwanc, True Financial Wealth Management Firm, LLC TM is committed to providing objective and unbiased recommendations for our clients.

Part I

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The presentation of securities, variable annuities or variable life insurance proposals are authorized only in conjunction with, or when preceded by, a current prospectus.

True Financial Wealth Management Firm, LLC TM cannot promise or guarantee that your financial objectives will be realized through the implementation of our analysis or our recommendations. All illustrations are hypothetical and are not meant to represent any specific investments or to imply any guaranteed rate of return. The rate of return on investments cannot be predicted. Historical information represents past performance and should not be considered indicative of future results.

This disclosure statement is delivered in accordance with Part 249 of Chapter II of Title 17 of the Code of Federal Regulations under the Securities Exchange Act of 1934, as amended, in particular s 275.204-3 of such regulations. If you are a new or prospective client, this statement has either been delivered to you (i) at least 48 hours in advance of entering into an investment advisory contract with True Financial Wealth Management Firm, LLC TM (see Part II attached hereto and by referenced made a part hereof) or (ii) contemporaneously with entering into such a contract without penalty. If you are an existing client, this statement has been delivered to meet requirements for annual delivery under the above regulations.

Information regarding True Financial Wealth Management Firm, LLC TM set forth in this disclosure statement has not been passed upon nor approved by the Securities & Exchange Commission nor has the Commission passed upon or approved the qualification or business practices of True Financial Wealth Management Firm, LLC TM.

True Financial Wealth Management Firm, LLC TM shall deliver or make available annually, or more often if necessary for accuracy, to each of its clients the above disclosure statement as amended from time to time.

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between TRUE FINANCIAL WEALTH MANAGEMENT FIRM, LLC TM (“Adviser”) and _____ (“Client”), whereby Client will be provided with certain advisory services through Adviser, more particularly described below.

I. SERVICES TO BE PROVIDED:

- _____ A. Financial Planning Consultation including, but not limited to assistance to designing personal financial planning goals and objectives and recommendations as to the allocation of present financial resources among different types of assets, at an hourly rate of \$_____ for an estimated total of _____ hours. The actual fee may be lower or higher than the estimated amount.
- _____ B. A Financial Plan, which will include a review of Client’s financial and tax circumstances, financial goals and a written report of recommendations.
- _____ C. An Annual Financial Plan, which includes:
 - 1. A financial plan, which will include a review of Client’s financial and tax circumstances, financial goals and a written report of recommendations.
 - 2. Any updates in the financial plan as requested by Client; and
 - 3. Financial Planning consultation services upon Client’s request during the year’s period. Estimated Fee \$_____.

II. CLIENT’S RESPONSIBILITIES:

Client agrees to provide financial information regarding pertinent matters as requested by Adviser from time to time. Client also agrees to discuss needs and goals and projected future needs and goals. Client acknowledges that Adviser cannot adequately perform its services on Client’s behalf unless Client performs such responsibilities on his/her part and that Adviser’s analyses and recommendations are based on the information provided by Client. Client agrees to permit Adviser to consult with and obtain information about Client from Client’s accountant, attorney, and other advisers. Adviser shall not be required to verify any information obtained from Client, Client’s attorney, accountant, or other advisers, and is expressly authorized to rely thereon.

Client must be aware of these additional disclaimers set forth herein:

True Financial Wealth Management Firm, LLCTM cannot promise or guarantee that your financial objectives will be realized through the implementation of our analysis or our recommendations. All illustrations are hypothetical and are not meant to represent any specific investments or to imply any guaranteed rate of return. The rate of return on investments cannot be predicted. Historical information represents past performance and should not be considered indicative of future results.

The goal of a financial advisory proposal is to provide you with strategies that can help you meet your financial planning needs. These strategies are presented to you in our proposal. Our suggestions are based on the information you provided, which represents your situation at one point in time. As your situation changes, our suggestions may change. You might think of this proposal as a “menu” of items for you to consider and

take action where you think appropriate. My job, as your financial advisor, is to put you in a position to make decisions that you feel are right for you.

You have no obligation to purchase any products through Financial Advisers of America LLC or its affiliates. All securities, insurance and annuity products may be purchased separately. Eileen Proud is an Investment Advisor Representative of Financial Advisers of America LLC and is registered in those states that require it. She is also a licensed insurance agent with several insurance companies - depending on your state - for life, health disability and long-term care.

We may recommend investment or financial products that we believe will help you achieve your objectives. There may be commissions received for the sale of products separate from the financial planning fee for True Financial Wealth Management Firm, LLC[™] services, and these commissions will be disclosed. Commissions received will vary by product. However, the final decision on whether to take action is yours.

True Financial Wealth Management Firm, LLC[™] and Financial Advisers of America LLC are not affiliated. We do not provide legal advice. Recommendations involving income, estate or gift tax consequences rely on federal tax law. For legal matters, it is important that you consult with your legal advisors.

Finally, please remember that your portfolio needs to be reviewed and adjusted periodically. It is the client's responsibility to ensure that this happens.

III. VALIDITY OF FINANCIAL PLANNING ADVICE/FINANCIAL PLAN

Client understands the recommendations given during any financial planning consultation or contained in any financial plan or plan update are valid as of the date of the consultation, plan or plan update, and are not valid for any period of time beyond such date.

IV. REGISTRATION:

Adviser represents and warrants that it is registered as an investment adviser with the State of _____, and that such registration is currently effective. Such registration does not indicate or represent any mark of approval by the State of _____.

V. COMPENSATION:

Client shall pay Adviser an estimated fee of \$_____ for all services furnished under the Agreement as described in Exhibit A. The fees do not include any additional charge for analysis of Client's insurance needs and policies if prohibited by state statute; such analysis will be done at no cost to Client if so prohibited.

- a. Fees for financial planning consultations (as listed in I.A.) will be billed to Client after the services are performed, and are due upon receipt of the bill.
- b. Fees for the financial plan (as listed in I.B) are payable fifty percent (50%) (no more than \$500) upon the signing of this Agreement and the balance is due upon delivery of the financial plan.
- c. Fees for the annual financial planning service (as listed in I.C) are payable quarterly in advance as billed.

- d. Adviser shall not be compensated on the basis of a share of capital gains upon or capital appreciation of funds of the client.

VI. CONFIDENTIALITY:

All information and recommendations furnished by either Client or Adviser to the other shall at all times be treated in strictest confidence and shall not be disclosed to third persons except as may be required by law or except upon the prior written approval of the other party to this Agreement. Adviser is hereby given absolute authority by Client to disclose, provide copies of and communicate information obtained from Client or developed by Adviser and its Investment Adviser Representatives as detailed in the attached Privacy Policy.

VII. BASIS OF ADVICE:

Client acknowledges that Adviser obtains information from a wide variety of publicly available sources and that Adviser has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by Adviser and its Individual Adviser Representatives are based upon the professional judgment of Adviser and its Individual Adviser Representatives and neither Adviser nor its Individual Adviser Representatives can guarantee the results of any of their recommendations. Client, at all times, shall elect unilaterally to follow or ignore completely, or in part, any information, recommendations, or counsel given by Adviser under this agreement.

VIII. PRE-DISPUTE ARBITRATION;

Client agrees that all controversies that may arise between Client and Adviser concerning any issue or matter regarding financial planning, divorce planning or tax planning, or any order or transaction, or the continuation, performance or breach of the General Financial Services Brochure (“Financial Agreement”) or any other agreement between Client and Adviser, whether entered into before, on or after the date of the Financial Agreement, shall be determined by arbitration before a panel of independent arbitrators set up by either the American Arbitration Association, or other organization as may be designated by Adviser. If Adviser does not notify Client in writing within five (5) days after it receives from Client a written demand for arbitration, then Client is authorized to make such a designation on your behalf. Client understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

Client is aware of the following:

- (A) Arbitration is final and binding on the parties.
- (B) The parties are waiving their right to seek remedies in court, including the right to jury trial.
- (C) Pre-arbitration discovery is generally more limited than and different from court proceedings.
- (D) The arbitrators’ award is not required to include factual findings or legal reasoning and any party’s right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (E) The panel of arbitrators will typically include a minority of arbitrators who were or are with the securities industry.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (I)

the class certification is denied; or (II) the class is decertified; or (III) the customer is excluded from the class by the court. Such forbearance to enforce an agreement shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

IX. NON-EXCLUSIVE CONTRACT

It is understood that Adviser renders advisory services, for Clients and customers other than Client. Nothing in this agreement shall be deemed to impose upon Adviser any obligation to recommend for purchase or sale by or for the Client any security or other property which the officers or employees of Adviser may purchase or sell for their own accounts or which Adviser may recommend for any other client. Similarly, nothing in this agreement shall be deemed to impose upon Adviser any restrictions on the purchase or sale of securities, for their own accounts. As a result, Adviser, its offices, directors, controlling persons or employees, may purchase or sell securities in front of Client and at a better price than obtained for Client or contrary to the recommendations made to the Client or may make contrary recommendations to clients in similar circumstances.

X. CONFLICTS OF INTEREST:

- A. Client acknowledges that he/she understands that:
1. Eileen M. Proud and Robert F. Redwanc are also a registered representative of Financial Advisers of America LLC, a securities broker-dealer registered with the Financial Industry Regulatory Authority (FINRA).
 2. Eileen M. Proud is also agent for various insurance companies.
 3. Adviser may recommend to Client that he/she purchase mutual fund securities, and that Adviser may recommend mutual funds which have a load or sales commission; and
 4. A conflict exists between the interests of Adviser and the interests of Client.
- B. If Client decides to implement any of the recommendations through Financial Advisers of America LLC and its Investment Adviser Representatives in any of the above listed capacities, Client hereby consents to the above described conflicts of interest and to receipt by Adviser of fees for providing financial planning services as provided herein. Additionally, Client consents to the receipt by Adviser of any sales commissions attributable to such transactions (as listed previously) as are generated by implementation of any recommendations.
- C. Client is under no obligation to act on the recommendations of the Adviser. If Client elects to act on any recommendations, Client is under no obligation to effect any investment, insurance, real estate or securities transaction through Adviser.

XI. LEGAL AND ACCOUNTING SERVICES

It is expressly understood and agreed that Adviser will not prepare accounting or legal documents for the implementation of the Client's financial investment plans.

Client agrees that his personal attorney and/or accountant solely shall be responsible for the rendering and/or preparations of the following:

- A. All legal and accounting opinions and determinations, and

B. All legal and accounting documents, except personal income tax returns.

XII. DATA COLLECTIONS

The person or persons who perform the function of collecting confidential financial data for analysis from Client with Client's permission may not necessarily be IARs of Adviser. Such individuals may be paid a fee by Adviser for the time expended in the collection of such confidential data.

XIII. TERMINATION:

- A. Any financial planning consultation services provided to the Client as described in Paragraph I.A above terminate upon delivery of such services to client.
- B. Any services provided to Client in connection with preparation of the financial plan described in Paragraph I.B above terminate upon delivery of the financial plan
- C. Any services provided to Client in connection with the annual financial planning service terminate one year from the date hereof.

Either party may terminate this Agreement upon thirty (30) days' notice by registered mail to the address set forth herein except that Client may terminate this Agreement without penalty within five business days of the date hereof. Upon termination, no refund will be made for services completed other than within the first five days of the date hereof.

XIV. ASSIGNMENT:

This Agreement shall not be assigned by any Adviser without the prior written consent of the Client. Subject to the previous sentence, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

XV. ACKNOWLEDGEMENT OF DISCLOSURE:

Client hereby acknowledges receipt of Form ADV Part II or its equivalent in brochure form from Adviser as required pursuant to Rule 204-3 under the Investment Advisers Act of 1940. Statement of Understanding and ADV Part II are available, upon request, on an annual basis.

XVI. CONSTRUCTION:

Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions. This Agreement may be executed in several counterparts, each of which shall be deemed an original. In the event that more than one person executes this Agreement as Client, each person signing as Client agrees to be jointly and severally bound by each obligation assumed by the Client hereunder. Each of the provisions of this Agreement is severable, and the invalidity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision. This Agreement shall be governed by the laws of the State of _____.

AGREED AND ACCEPTED BY:

ADVISER:

**TRUE FINANCIAL WEALTH
MANAGEMENT FIRM, LLCTM**

CLIENT:

(Signature)

**Eileen M. Proud,
Owner & Investment Advisor Representative**

(Client Signature and Printed name)

(Print Client Name(s))

(Client Address)

(City, State, Zip)

EXHIBIT A – ADVISORY SERVICES TO BE PERFORMED

(Client Name)

(Date)

CONSULTATION SERVICES CHARGED HOURLY

\$ _____

COMPREHENSIVE PERSONAL FINANCIAL PLAN

(Includes all modules listed below)

SUBTOTAL

\$ _____

PERSONAL FINANCIAL PLAN BY MODULE

(Mark only those included)

_____	Income Tax/Cash Flow Analysis	\$ _____
_____	Investment Analysis	\$ _____
_____	Retirement Analysis	\$ _____
_____	Education Analysis	\$ _____
_____	Life Insurance Analysis	\$ _____
_____	Disability Insurance Analysis	\$ _____
_____	Estate Planning Analysis	\$ _____
_____	Long-term Health Care Analysis	\$ _____
_____	Business Planning	\$ _____

SUBTOTAL \$ _____

ANNUAL UPDATE REVIEW

SUBTOTAL \$ _____

TOTAL \$ _____

EXPLANATION OF HOURLY CONSULTATION SERVICES

Please provide a brief description of investment advisory services provided to client. For example, "Review of client's goals and objectives, capital need analysis to fund college expenses, review of investment holdings, including recommendations presented orally only."

Client Signature

Client Signature

Privacy Policy

Our Privacy Commitment to You. When you work with a financial services professional to develop a financial plan or purchase an insurance or investment product, you may share highly personal information about your health, assets, income, estate, business and family. The information we collect is critical to providing superior products and service. But we recognize that protecting the privacy and security of this information is an important responsibility.

The following information will help you understand our privacy policy and how we will handle and maintain confidential customer information to fulfill our obligation to protect your privacy. You are receiving this notice because you are a True Financial Wealth Management Firm, LLC™ customer, or considering becoming our customer. This notice describes True Financial Wealth Management Firm's practices and policies for handling your personal financial information.

What Information Do We Collect? We collect personal information to help us serve your financial needs, offer new products and services, provide customer service and fulfill legal and regulatory requirements. "Personal information" refers to nonpublic personal financial and health information we obtain from you in connection with providing you with a financial product or service. We may obtain this information directly from you or from other sources.

The type of information that we collect varies, based on the products or services involved. It may include:

- Information we receive from you on applications and related forms, such as name, address, social security number, assets and income;
- Information about your transactions and relationships with us and our affiliates, such as products or services purchased, account balances and payment history;
- Information we receive from consumer reporting agencies, such as credit relationships and history, and;
- Information we receive from third parties in order to issue and service your policies, such as motor vehicle reports and medical information.

What Information Do We Disclose? True Financial Wealth Management Firm, LLC TM may disclose your non-public personal information as part of servicing and maintaining your policy, contract or account, and for other legally required and permitted purposes.

In the normal course of business, we may share personal information with persons or entities involved in servicing and administering products and services on our behalf. These could include: your agent or broker, insurance companies, consumer reporting agencies, medical consultants, firms assisting in administration of policies and claims, companies that perform marketing services on our behalf or other financial institutions with whom we have joint marketing agreements, and other service providers and affiliates assisting us.

We will not disclose personal information about current or former customers to non-affiliated third parties, except as permitted or required by law. We do not sell any personal information about you to any third party.

How Do We Protect the Confidentiality of Your Information? True Financial Wealth Management Firm, LLC TM has procedures in place that limit access to personal information to employees, representatives and service providers who need to know the information to perform business services or market products on our behalf. We also educate our employees about the importance of protecting the privacy and security of confidential personal information. Finally, we maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your personal information.

Please Contact Us With Any Questions. Confidentiality is an established hallmark of True Financial Wealth Management Firm, LLC TM business. We understand the need to safeguard the personal information that you disclose to us, and we have an established tradition of discretion and respect for our customers' privacy. We reinforce this daily in the way we routinely handle sensitive client information as part of our normal business operations.

We will update our policies and procedures when necessary to ensure that your privacy is maintained and that we conduct our business in a way that fulfills our commitment to you. If we make any material changes in our privacy policy, we will provide our customers with an updated notice. Additionally, the privacy policy will be delivered to our clients annually. If you have any questions about True Financial Wealth Management Firm's privacy policy, please contact us at **520-318-1288 or 1-800-380-3359**.