Item 1 – Cover Page

Mullooly Wealth Planning, LLC

4341 Charlotte Highway, Clover SC 29710

1-803-272-1003

www.mulloolywealthplanning.com

February 28, 2023

No Previously Issued Versions

This Brochure provides information about the qualifications and business practices of Mullooly Wealth Planning, LLC (the "Adviser"). If you have any questions about the contents of this Brochure, please contact us at 803-272-1003 or info@mulloolywealthplanning.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

Mullooly Wealth Planning, LLC is a state-registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information you use to determine to hire or retain an adviser.

Additional information about Mullooly Wealth Planning, LLC. also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

None

Item 3 – Table of Contents

Item 4 – Advisory Business

Mullooly Wealth Planning, LLC. (the "Adviser" or "MWP") is an investment adviser registered under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). The Adviser provides investment advisory services to individuals, high net worth individuals, corporations, pension and profit sharing plans, trusts, and charitable organizations.

Ownership

The Adviser is currently controlled by Steven M. Mullooly, who owns 51% and Karin J. Bock-Mullooly, who owns 49%.

Investment Decisions

When managing client accounts on a discretionary basis, the Adviser makes specific investment decisions for clients without their approval regarding the securities to be bought or sold, and the amount of securities to be bought or sold. In determining an investment to be bought or sold for a client's account, the Adviser adheres to any investment objectives and guidelines established by the client. Investment objectives and guidelines typically relate to matters such as the type of return the client expects (*i.e.* income, capital appreciation, or both), the desired rate of return, the degree of risk which the client is willing to assume, and the types of securities which the client wishes to include or exclude from its portfolio. Investment decisions for clients will be made with a view to achieving their respective investment objectives after consideration of factors such as the client's current holdings, availability of cash for investment and the size of the client's investments generally. In some cases, a particular investment may be bought or sold for one or more but fewer than all clients, or may be bought or sold in different amounts and at different times for more than one but fewer than all clients. Similarly, a particular investment may be bought for one or more clients when such investment is being sold for one or more other clients. In addition, purchases or sales of the same investment may be made for two or more clients on the same date. In such cases, the Adviser will allocate such transactions among clients in a manner deemed by the Adviser to be equitable to each.

When advising on a non-discretionary basis, the Adviser will provide investment recommendations to the client. The client will decide whether such recommendations are appropriate for their account.

Item 5 – Fees and Compensation

The Adviser receives compensation for its services as follows:

Investment Advisory

Where the Adviser has a discretionary relationship with a client, a management fee will be charged based on the value of the client's assets under management. The management fee will generally range from 0.00% to 1.5% per annum of such value. Fees are generally charged in advance unless otherwise noted in the client agreement. Fees are calculated based on the valuation provided by the client's custodian on the last day of the prior quarter. For initial fee, the value will be based on the custodian's valuation of the client portfolio as noted on the monthly statement for the period ending period prior to the completion of the investment management agreement and will be pro-rated based on the number of days remaining in the quarter. If the client has made any material additions or withdrawals during in the period between the last statement date and the inception of investment management services, the Adviser will adjust the starting value accordingly.

In the event management fees are charged in advance and the client terminates the advisory relationship with the Adviser prior to the end of a quarter (which the client may do at any time without penalty upon written notice to the Adviser), the Adviser will refund to the client a *pro rata* portion of the fee paid for that quarter. In the event management fees are charged in arrears and the client terminates the advisory relationship prior to the end of a quarter, the Adviser will charge management fees on a *pro rata* basis for the portion of the quarter during which services were rendered to the client.

A client can elect to pay the Adviser directly or also may authorize the Adviser to directly debit fees from his or her account.

The Adviser's management fees do not include brokerage commissions, transaction fees and other related costs and expenses, which shall be incurred directly by the client. Clients may incur certain charges imposed by custodians, broker-dealers, and other third parties, such as custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees and other fees and taxes on brokerage accounts and securities transactions. Client accounts may invest in mutual funds and exchange traded funds that also charge management fees. Client assets may be held in cash or cash equivalents, including in money market funds that charge certain fees and expenses. The expenses, fees and commissions described in this paragraph are in addition to the fees payable by clients to the Adviser, and the Adviser shall not receive any portion of these charges. Clients should carefully review all transaction charges.

Financial Planning

The Adviser provides financial planning services to clients and may be contracted in one of several ways.

1. *Financial Checkup*
   A client may request that the Adviser conduct a "Financial Checkup" or one-time review of their financial activity and make recommendations based on this review. Such reviews are limited in scope but entail a review of the client's financial goals, objectives, tax returns, financial statements and other information. A single fee is charge to the client and may range from $0 - $2,500 depending on the complexity of the client's financial situation and material that would be required to be reviewed.

2. *Core Financial Plan*

   A detailed financial plan designed to measure a client's progress toward a financially secure retirement and other financial goals. Includes help with fund selection for workplace retirement savings plans and review of asset allocation amongst all investment accounts. The Core Financial Plan covers a client's overall financial health, including estate planning, insurance and tax planning. For services under the Core Financial Plan, the Adviser would charge the client between $2,500 - $10,000 depending on the complexity of the client's financial situation.

3. Financial Planning and Investment Advisory ("FPIA")

   Financial Planning services are available to any client who has engaged the Adviser for investment advisory services and has delegated investment authority to the Advisor. Clients are generally eligible for FPIA if they have more than $500,000 under management with the Adviser, although the Adviser may waive such minimum, or accept an account with less than $500,000. FPIA is an ongoing service that allows a client to delegate portfolio oversight. Ensures implementation of investment recommendations developed during the financial planning process and includes any or all of the following planning services for: Retirement, Estates, Investments, Insurance, Tax, Education Costs and Debt Management. This service involves a full review of a client's financial plan. Investments utilized are generally mutual funds, exchange-traded funds, or model-based investments in equity securities.

ERISA Accounts and Rule 408(b)(2) Disclosures

In accordance with Rule 408(b)(2) (the "Rule") under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Adviser has determined that it is a Covered Service Provider ("CSP") to Covered Plans as defined by the Rule. As such, we are required to disclose to plan fiduciaries a description of the services provided and fees charged by the Adviser, whether they be direct or indirect compensation.

"Direct compensation" is compensation received directly from a Covered Plan. "Indirect compensation" generally is compensation received from any source other than the plan sponsor, the CSP, an affiliate or a subcontractor.

Direct Compensation

If your Covered Plan has an agreement with the Adviser, the Adviser provides discretionary and impersonal investment advice for a set annual fee paid quarterly based on the assets under management, and this fee is considered Direct Compensation.

Indirect Compensation

If your Covered Plan has a valid agreement with another CSP and you receive investment advisory services from the Adviser through a "wrap program," then the Adviser is still

considered a CSP; however, any fees received by the Adviser would be considered Indirect Compensation.

Recordkeeping Services

The Adviser does not provide recordkeeping services and thus receives no compensation attributable to such services.

Fiduciary Authority

The Adviser acts as a fiduciary with respect to the plan assets of which it has been delegated investment discretion.

Termination of Appointment as Investment Adviser

Upon termination of the advisory agreement governing our relationship, the client will be responsible for the payment of any unbilled and or unpaid fees through the last day advisory services were provided. If fees were paid in advance, a refund for a pro-rated amount will be returned to the client typically via a check issued by the Adviser, unless requested otherwise. As noted in our standard advisory agreement, either party may terminate the agreement by written notice and without penalty.

Fees, Direct Compensation and Invoicing

The terms of compensation are set out in our standard advisory agreement, including the specific fee, how it will be calculated, and how it will be invoiced. As noted above, our management fees are considered Direct Compensation.

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

The Adviser does not receive any performance-based fees and has no products that would require side-by-side management.

Item 7 – Types of Clients

The Adviser provides portfolio management services to a variety of client types including individuals, high net worth individuals, corporations, pension and profit-sharing plans, charitable organizations, institutions, foundations, endowments and trust accounts.

The Adviser generally imposes a minimum investment amount of $500,000 for Investment Advisory accounts. The Adviser may increase, decrease or waive the minimum investment amount.

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

Investing in securities involves risk of loss that clients should be prepared to bear.

Investment Strategies

The focus of the Adviser's investment process is on identifying investments that, in the Adviser's opinion, are undervalued in the marketplace or will address the investment needs of the client. In seeking to identify such investments, the Adviser utilizes a combination of outside research and its own fundamental and technical analysis as performed by its in-house investment research staff.

Each client invests according to its own particular investment objectives and guidelines. In making investment decisions for a client, the Adviser adheres to any investment objectives and guidelines established by the client (in consultation with the Adviser, where appropriate). Investment objectives and guidelines typically relate to matters such as the type of return the client expects (*i.e.*, income, capital appreciation or both), the desired rate of return, the degree of risk which the client is willing to assume and the types of securities that the client wishes to include or exclude from its portfolio.

Material Risk Factors

The following is a summary of some of the material risks associated with the strategies employed by the Adviser. All investments involve the risk of loss of capital. There can be no assurances that clients will achieve their investment objectives or avoid substantial losses.

General

Client portfolios may lose a significant portion of their investment when circumstances force overall market prices and/or any individual security's prices lower. A client account may also lose value if securities in the portfolio do not meet expectations or otherwise lose value. A client's investment experience may differ from other accounts or the underlying performance composite and depends upon market conditions at the time of investment and/or any investment restrictions imposed on the account by the client. Notwithstanding these material risks, the Adviser believes that if a client remains invested for the long-term (*i.e.*, three to five years), the short-term effects of these risks can be minimized although not eliminated.

Market Risks

Market movements with respect to securities and other investments may significantly affect the value of a client's portfolio. With respect to strategies utilized by the Adviser, there is always some – and occasionally a significant – degree of market risk, even though a client account may be invested in a variety of different markets.

Small and Medium-Capitalization Stocks

For certain client accounts, the Adviser will invest in small and/or medium-capitalization companies. Undervalued or overvalued securities may be sporadically traded with wide spreads between the "bid" and "ask" prices. Although the Adviser believes that such securities provide an above average investment opportunity, they may be less liquid than securities of larger, more established companies.

Country Risks

The Adviser on behalf of certain client accounts may make investments in securities of issuers that are organized and/or conduct business in countries other than the United States. As with any investment related to a foreign country, whether a "developed" or "emerging" market, there exists the risk of adverse political developments, including, but not limited to, nationalization, confiscation without fair compensation and war. Furthermore, any fluctuation in currency exchange rates will affect the value of investments in foreign securities or other assets, and any restrictions imposed to prevent capital flight may make it difficult or impossible to exchange or repatriate foreign currency. In addition, laws and regulations of foreign countries may impose restrictions or approvals that would not exist in the United States and may require financing and structuring alternatives that differ significantly from those customarily used in the United States.

Depositary Receipts

Depositary Receipts are subject to the risks of foreign investments and there can be no assurance that the price of the depositary receipt will always track the price of the underlying foreign security traded on an exchange outside the United States. Even when denominated in U.S. currency, the depositary receipts are subject to currency risk if the underlying security is denominated in a foreign currency.

Diversification

Certain client portfolios may not be widely diversified among sectors, industries, geographic areas or types of securities. Further, a client's portfolio may not necessarily be diversified among a wide range of issuers. Such a portfolio may be subject to more rapid change in value than would be the case if the portfolio were required to maintain a wide diversification among companies or industry groups.

Item 9 – Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to an existing or potential client's evaluation of the adviser or the integrity of the Adviser's management. The Adviser has no disciplinary events or legal matters to disclose.

Item 10 – Other Financial Industry Activities and Affiliations

The Adviser's only business activities are in providing investment advice and financial planning services to clients. The Adviser is an independent fee-only adviser with no affiliations.

Item 11 – Code of Ethics

The Adviser may buy or sell for itself securities that may also be recommended to clients. The Adviser has adopted policies and procedures based upon the principle that directors, officers, and employees of the Adviser have a fiduciary duty to place the interests of clients ahead of their own. MWP has also adopted preclearance and trade rotation procedures to ensure that trading in employee accounts do not receive preferential treatment. In addition, an employee is generally prohibited from purchasing or selling securities for his or her own account at a time when he or she intends, or knows of another's intention, to purchase or sell those securities on behalf of an account and/or fund managed by the Adviser.

Code of Ethics Disclosure

The following is a brief summary of the Code of Ethics for all supervised persons of the Adviser (collectively, "Access Persons").

The principle behind the Code of Ethics is that all managers, partners, officers, employees and affiliates of the Adviser, have a fiduciary duty to place the interests of clients ahead of their own. Access Persons must avoid activities, interests and relationships that might interfere with making decisions in the best interests of the Adviser's advisory clients.

The first section of the Code of Ethics describes the monitoring of personal security transactions. Every Access Person within 10 days of becoming an Access Person and on an annual basis thereafter is required to submit a Disclosure of Personal Holdings on all reportable securities, as defined in the Code of Ethics. All Access Persons are also required to submit no less than quarterly statements to the Adviser with respect to all accounts with a broker-dealer or bank that hold securities in which the Access Person has a beneficial interest.

All Access Persons are also required to submit pre-clearance forms before any personal transaction in a reportable security, with the exception of certain excluded transactions, as outlined in the Code of Ethics. Certain other transactions are listed as prohibited transactions, which will not be authorized by the Adviser.

Personal securities transactions are monitored on a quarterly basis. Access Persons must provide, not more than 30 days after each calendar quarter, a detailed list / monthly statement of all personal securities transactions in which the Access Person participated during the quarter. Monthly activity is reviewed by the Adviser and compared to pre-clearance requests. The Adviser retains a record of any violations and/or action taken, due to a violation, for five years. Any violation of the Code of Ethics must be reported to the Adviser's Chief Compliance Officer.

The Code of Ethics covers the fiduciary duties of all Access Persons. Topics covered include, among others, confidentiality of client information, restrictions on employee gift giving/accepting, prohibited payments to advisory clients and ensuring that personal trading does not disadvantage clients in regard to security transactions. Access Persons must comply with all applicable federal securities laws.

Each Access Person on an annual basis, or whenever the Code of Ethics is amended, must sign or attest to an acknowledgement of his or her receipt and review of the Code of Ethics.

If you have any further questions or concerns or would like to request a copy of the Code of Ethics, please contact the Adviser at:

Mullooly Wealth Planning, LLC.
Attn: Compliance
4341 Charlotte Highway
Suite 207
Clover SC 29710

Item 12 – Brokerage Practices

General

The Adviser determines the securities to be bought or sold for client accounts. The Adviser does not select the broker-dealer(s) to execute trades, or negotiate applicable commission rates.

Unless brokerage is directed otherwise by a client (as discussed in the Directed Brokerage section below), it is the Adviser's policy to seek "best execution" and thus cause transactions to be effected for clients in such a manner that the client's total cost or proceeds in each transaction is the most favorable under the circumstances. In seeking "best execution," the Adviser considers the full range of a broker-dealer's services, including execution capability, commission rate, financial responsibility, responsiveness to instructions and the value of research provided.

Order Allocation and Rotation

When decisions are made to buy or sell the same security simultaneously for a number of accounts, prior to undertaking the related trade, the Adviser will determine the total amount of shares that will be bought or sold for each affected account and/or fund. The Adviser further designates each account to sub-groups by broker / dealer to effect orders for part or all of the affected discretionary accounts as a Bunched Trade.

The sub-groups, which could include a Bunched Trade group, are then traded sequentially based on a pre-determined random rotation that is generated for each such trading decision to ensure no client account is favored over time (each, a "Random Rotation"). If the Adviser determines it

appropriate based on liquidity and/or operational circumstances associated with a trade when a Random Rotation is in progress, it will proceed to the next sub-group only when the then current executing broker-dealer confirms completion of such trades. If a sub-group will not reliably confirm to the Adviser in a timely manner when it has completed a trade for our shared clients, the Adviser reserves the right to trade such sub-group following completion of the other sub-groups in that Random Rotation.

Item 13 – Review of Accounts

Investment advisory accounts are continuously monitored by the Adviser. The Adviser reconciles positions to a client's custodian at least monthly and confirms all related trading activity as soon as reasonably practical.

Direct Client Relationship accounts will be furnished account reports at least quarterly that will include, but not be limited to, current portfolio appraisals and valuations and actual and comparative performance reports. Adviser reports are supplemental to the client's statement from the broker / dealer and in all cases, the valuations provided by the broker / dealer will prevail.

Item 14 – Client Referrals and Other Compensation

If the Adviser has established an agreement with a Third Party, also referred to as a "solicitor" or "consultant," then the client, referred by the Third Party, may be subject to a greater management fee, a portion of which would be paid to the Third Party by the Adviser. In accordance with Rule 206(4)-3(b) under the Advisers Act, the Third Party must present the client with a written disclosure stating the amount, if any, that the client will be charged above the advisory fee typically charged to a Direct Client Relationship of similar size and investment objectives. The Adviser must obtain a signed and dated acknowledgement that the client has received a copy of the Third Party's disclosure document and make a *bona fide* effort to ascertain whether the solicitor has complied with the terms of its agreement with the Adviser.

The Adviser does not have any Third-Party Solicitors.

Item 15 – Custody

The Adviser does not have custody over client accounts. Clients should receive periodic statements from the broker-dealer, bank or other qualified custodian that holds and maintains the client's investment assets. The Adviser urges clients to carefully review such statements and to compare such official custodial records to the quarterly account statements that the Adviser. The Adviser's statements may vary from custodial statements based on accounting procedures, reporting dates, and/or valuation methodologies. Adviser reports are supplemental to the client's statement from the broker / dealer and in all cases, the valuations provided by the broker / dealer will prevail.

Indirect Custody - Deducting Management Fees

If directed by the client, the Adviser may deduct management fees, and thus would be considered to have custody with respect to any such account

Item 16 – Investment Discretion

The Adviser usually receives discretionary authority from the client at the outset of an advisory relationship to select the identity and quantity of securities to be bought or sold without knowledge of the client prior to the transaction. Only upon receipt of an executed investment advisory agreement will the Adviser begin discretionary management. In all cases, however, such discretion must be exercised in a manner consistent with the stated investment objectives for the particular client account.

When selecting securities and determining amounts, the Adviser observes the investment policies, limitations and restrictions of each respective client. Investment guidelines and restrictions must be provided to the Adviser in writing.

Item 17 – Voting Client Securities (Proxy Voting)

Rule 206(4)-6 under the Advisers Act requires registered investment advisers with voting authority over client portfolio securities to:

- Adopt written proxy voting policies and procedures designed to ensure the adviser votes proxies in the best interests of its clients, including policies addressing material conflicts between the interests of the adviser and its clients;

- Disclose to clients the adviser's proxy voting policy and provide a copy to clients upon request; and

- Disclose how clients may obtain voting information from the adviser with respect to the client's securities.

Rule 204-2(c)(2), as amended, under the Advisers Act also requires covered advisers to keep certain records, including the proxy voting policy, a record of all votes cast and client communications related to proxy voting.

MWP has adopted general guidelines for voting proxies, as described below. Although these guidelines are to be followed as a general policy, in each case a proxy will be considered based on the relevant facts and circumstances. These guidelines cannot provide an exhaustive list of all the issues that may arise, nor can MWP anticipate all future situations. Corporate governance issues are diverse and continually evolving and MWP shall devote time and resources to monitor these changes.

Proxy Voting Policies

In the absence of specific voting guidelines from a client, as described in detail below, MWP will vote proxies in a manner that it believes is in the best interest of the client, which may result in different voting results for proxies for the same issuer. The Adviser shall consider only those factors that relate to the client's investment or dictated by the client's written instructions, including how its vote will economically impact and affect the value of the client's investment (keeping in mind that, after conducting an appropriate cost-benefit analysis, not voting at all on a presented proposal may be in the best interest of the client).

Specific Voting Policies

1. On Routine Items, the Adviser will generally vote for:

    - The election of directors (where no corporate governance issues are implicated).
    - The selection of independent auditors.
    - Increases in or reclassification of common stock.
    - Management recommendations adding or amending indemnification provisions in charters or by-laws.
    - Changes in the board of directors.
    - Outside director compensation.
    - Proposals that maintain or strengthen the shared interests of shareholders and management.
    - Proposals that increase shareholder value.
    - Proposals that will maintain or increase shareholder influence over the issuer's board of directors and management.
    - Proposals that maintain or increase the rights of shareholders.

2. On Non-Routine and Conflict of Interest Items, the Adviser will generally vote:

    - For management proposals for merger or reorganization if the transaction appears to offer fair value.
    - Against shareholder resolutions that consider non-financial impacts of mergers.
    - Against anti-greenmail provisions.

General Voting Policy

If the proxy includes a Routine Item that implicates corporate governance changes, a Non-Routine Item where no specific policy applies or a Conflict of Interest Item where no specific policy applies, then the Adviser may engage an independent third party to determine how the proxies should be voted.

With respect to each and every issue, the Adviser and its employees shall vote in a prudent and timely fashion and only after a careful evaluation of the issue(s) presented on the ballot.

In exercising its voting discretion, the Adviser and its employees shall avoid any direct or indirect conflict of interest raised by such voting decision. The Adviser will provide adequate disclosure to the client if any substantive aspect or foreseeable result of the subject matter to be voted upon raises an actual or potential conflict of interest to the Adviser or any of the following, each of which is an "Interested Person":

- Any affiliate of the Adviser;[1]
- Any issuer of a security for which the Adviser (or any affiliate of the Adviser) acts as a sponsor, advisor, manager, custodian, distributor, underwriter, broker or other similar capacity; or
- Any person with whom the Adviser (or any affiliate of the Adviser) has an existing, material contract or business relationship that was not entered into in the ordinary course of the Adviser's (or its affiliate's) business.

After informing the client of any potential conflict of interest, the Adviser will take other appropriate action as required under its proxy voting policies and procedures, as provided below.

The Adviser shall keep certain records required by applicable law in connection with its proxy voting activities for clients and shall provide proxy-voting information to clients upon their written or oral request.

Consistent with Rule 206(4)-6, the Adviser shall take reasonable measures to inform its clients of (1) its proxy voting policies and procedures, and (2) the process or procedures clients must follow to obtain information regarding how the Adviser voted with respect to assets held in their accounts. This information may be provided to clients through the Adviser's Form ADV (Part 2A) disclosure or by separate notice to the client (or in the case of an employee benefit plan, the plan's trustee or other fiduciaries).

Proxy Voting Procedures

1. The Adviser's Chief Compliance Officer (the "Responsible Party") shall be designated by the Adviser to make discretionary investment decisions for the client's account and will be responsible for voting the proxies related to that account. The Responsible Party should assume that he or she has the power to vote all proxies related to the client's account if the underlying advisory agreement entered into with the client expressly provides that the Adviser shall be responsible to vote proxies received in connection with the client's account.

[1] For these purposes, an affiliate means: (i) any person directly, or indirectly through one or more intermediaries, controlling, controlled by or under common control with the Adviser; (ii) any officer, director, principal, partner, employer, or direct or indirect beneficial owner of any 10% or greater equity or voting interest of the Adviser; or (iii) any other person for which a person described in clause (ii) acts in any such capacity;

2. All proxies and ballots received by MWP will be forwarded to the Responsible Party, who will then forward the materials to the respective vote aggregators for electronic setup.

3. Prior to voting, the Responsible Party will verify whether his or her voting power is subject to any limitations or guidelines issued by the client (or in the case of an employee benefit plan, the plan's trustee or other fiduciaries).

4. Prior to voting, the Responsible Party will verify whether an actual or potential conflict of interest with the Adviser or any Interested Person exists in connection with the subject proposal(s) to be voted upon. The determination regarding the presence or absence of any actual or potential conflict of interest shall be adequately documented by the Responsible Party (*i.e.*, comparing the apparent parties affected by the proxy proposal being voted upon against the Adviser's internal list of Interested Persons and, for any matches found, describing the process taken to determine the possibility, and anticipated magnitude, of any conflict of interest being present), which shall be reviewed and signed off on by the Responsible Party's direct supervisor (and if none, by the board of directors or a committee of the board of directors of the Adviser).

5. If an actual or potential conflict is found to exist, written notification of the conflict (the "Conflict Notice") shall be given to the client or the client's designee (or in the case of an employee benefit plan, the plan's trustee or other fiduciary) in sufficient detail and with sufficient time to reasonably inform the client (or in the case of an employee benefit plan, the plan's trustee or other fiduciary) of the actual or potential conflict involved.

   Specifically, the Conflict Notice should describe:

   - The proposal to be voted upon;
   - The actual or potential conflict of interest involved;
   - The Adviser's vote recommendation (with a summary of material factors supporting the recommended vote); and
   - If applicable, the relationship between the Adviser and any Interested Person.

   The Conflict Notice will either request the client's consent to the Adviser's vote recommendation or request the client to vote the proxy directly or through another designee of the client. The Conflict Notice and consent thereto may be sent or received, as the case may be, by mail, fax, electronic transmission or any other reliable form of communication that may be recalled, retrieved, produced or printed in accordance with the record-keeping policies and procedures of the Adviser. If the client (or in the case of an employee benefit plan, the plan's trustee or other fiduciary) is unreachable or has not affirmatively responded before the response deadline for the matter being voted upon, the Adviser may:

   - Engage a non-Interested Party to independently review the Adviser's vote recommendation if the vote recommendation would fall in favor of the Adviser's

interest (or the interest of an Interested Person) so as to confirm that the Adviser's vote recommendation is also in the best interest of the client under the circumstances;
- Cast its vote as recommended if the vote recommendation would fall against the Adviser's interest (or the interest of an Interested Person) but such vote recommendation is in the best interest of the client under the circumstances; or
- Abstain from voting if such action is determined by the Adviser to be in the best interest of the client under the circumstances.

6. The Responsible Party will promptly vote proxies received in a manner consistent with the proxy voting policies and procedures stated above and guidelines (if any) issued by the client (or in the case of an employee benefit plan, the plan's trustee or other fiduciaries if such guidelines are consistent with ERISA).

7. In accordance with Rule 204-2(c)(2), as amended, under the Advisers Act the Responsible Party shall retain, in the respective client's file, the following:

- A copy of the proxy statement received (unless retained by a third party for the benefit of the Adviser and the third party is able to promptly provide the Adviser with a copy of the proxy statement upon its request or the proxy statement is available from the SEC's Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system);
- A record of the vote cast (unless this record is retained by a third party for the benefit of the Adviser and the third party is able to promptly provide the Adviser with a copy of the voting record upon its request);
- A copy of any document created by the Adviser or its employees that was material in making the decision on how to vote the subject proxy or that memorializes the basis for that decision; and
- A copy of any Conflict Notice, conflict consent or any other written communication (including emails or other electronic communications) to or from the client (or in the case of an employee benefit plan, the plan's trustee or other fiduciaries) regarding the subject proxy vote cast by, or the vote recommendation of, the Adviser.

The above copies and records shall be retained in the client's file for a period not less than five (5) years (or in the case of an employee benefit plan, no less than six (6) years), which shall be maintained at the appropriate office of the Adviser.

8. Periodically, but no less than annually, the Adviser will:

1. Verify that all annual proxies for the securities held in the client's account have been received;

2. Verify that each proxy received has been voted in a manner consistent with the proxy voting policies and procedures and the guidelines (if any) issued by the client (or in the case of an employee benefit plan, the plan's trustee or other fiduciaries);
3. Review the files to verify that records of the voting of the proxies have been properly maintained; and
4. Maintain an internal list of Interested Persons.

Should you have any questions about MWP's proxy voting policies and procedures or would like information regarding how MWP voted with respect to your assets, please contact the Adviser's Chief Compliance Officer.

Item 18 – Financial Information

The Adviser has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to its clients and has not been the subject of a bankruptcy proceeding.

Item 19 – Privacy

Introduction

This Privacy Policy sets forth the privacy practices of Mullooly Wealth Planning, LLC ("**Firm**", "**we**", "**us**" and "**our**"). This Policy covers the personal information provided by or relating to current, former and prospective investors (each, an "**Investor**"); employees; and any other individual whose personal information the Firm collects or acquires. In particular, this notice describes (i) the types of personal information the Firm may collect and from where we may collect such information, (ii) how we may use personal information, and (iii) the conditions under which we may disclose such information to our affiliates and to nonaffiliated third parties. If you are an Investor (including, for these purposes, legal arrangements such as trusts or exempted limited partnerships) that provides us with personal information on individuals connected to you for any reason in relation to your investment with us, this Policy is relevant for those individuals, and you should transmit this Policy to such individuals or otherwise advise them of its content.

The Types Of Personal Information That May Be Collected About You And How We Use And Share The Information

For the purposes of this Policy, "personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, consumer or household. We describe below the types of such information we have collected in the prior 12 months and provide the sources from which that information was collected, why we collected the information, and with whom we have shared such information. We anticipate continuing to collect the information discussed below from the same sources, as well as continuing to use and share it as described below.

We do not and will not sell personal information to third parties.

Categories Of Personal Information We Collected

- *Identifiers*, such as name, email address, address, phone number, facsimile number, IP address, date of birth, or other similar identifiers

- *Characteristics of protected classes and demographic information*, such as age, sex, and marital status

- *Commercial and financial information*, such as records of information on investments, assets, net worth, tax status, holdings, account balances, transaction history, bank account details, and wire transfer instructions

- *Internet or other electronic activity information*, including information regarding an individual's interaction with a website or mobile application, emails sent and received

- *Professional or employment-related information*

- *Education information*

The Sources From Which We Collected Personal Information

We may collect certain personal information, including, without limitation: (a) information received directly from an individual, such as account information and wire transfer instructions; (b) information about transactions with any affiliates of the Firm or nonaffiliated third parties, such as account balances, account numbers and account activity; and (c) broker statements, custodial statements, trade confirmations, and other information that we may receive from third parties, including brokers, consultants, custodians or financial planners.

The Firm may, for example, obtain such personal information when an Investor makes an investment in a separate account or fund, gives contact information, makes a wire transfer, provides government-issued identification information, makes an additional contribution to a separate account or fund or requests a redemption.

We also may use cookies (which are small amounts of data sent from a web server to your browser that are stored on your computer's hard drive) to keep track of your use of our website (including, for example, Google Analytics), to: validate your identity; remember your password and preferences, tailor the website to your account to meet your interests, and improve the quality of our website. Generally, you can set your browser not to accept cookies or to notify you if you are

sent a cookie, giving you the opportunity to choose whether or not to accept the cookie. Please note that if you do set your browser not to accept cookies, our website may not function properly. Alternatively, to find out more about cookies, including how to see what cookies have been sent and how to manage and delete them, you can visit: www.allaboutcookies.org.

We automatically collect certain information to help us understand how you use our website. For example, each time you visit our website we may automatically collect your IP address, browser and computer type, access time, the webpage from which you came, and the webpage(s) that you access during your visit. We may combine such data with personal information in a manner that enables us to trace your data to an individual user.

"Do Not Track" signals are options available on your browser to tell operators of websites that you do not wish to have your online activity tracked. We do not take action in response to these signals.

The Purposes For Which We Collected Personal information

We may use personal information for the following purposes:

Purpose	**Legal Basis**
Providing Investor services, including onboarding new Investors and opening accounts, servicing existing accounts, including processing subscriptions, redemptions and transfers, responding to Investor requests and concerns	This use of personal information is necessary for the performance of an Investor's contract with us.
Carrying out our obligations arising under our contract with you and to enforce the same	This use of personal information is necessary for the performance of an Investor's contract with us and in order for us to comply with our legal and regulatory obligations.

For offering, providing, and marketing our products and services, connecting individuals with other products and services, and other legitimate business and commercial purposes	This use of personal information is necessary for our legitimate interest to manage our business including for legal, personnel, administrative and management purposes, provided that our interests are not overridden by an individual's interests. If applicable law requires that we receive an Investor's consent before sending an Investor certain types of marketing communications, we will only send Investors those types of communications after receiving an Investor's consent. If an Investor wishes to stop receiving marketing communications from us, Investors can unsubscribe via a link at the bottom of the relevant communication or by contacting us us at: info@mulloolywealthplanning.com
Conducting statistical research or analysis	This use of personal information is necessary for our legitimate interest to manage our business and provide the services requested by you, provided that our interests are not overridden by an individual's interests.
Human resources functions, including for performance and talent/practice management	This use of personal information is necessary for our legitimate interest in managing our business and may be necessary in order for us to comply with our legal and regulatory obligations or for the performance of our contract with you.
Verifying or authenticating your identity, including for access to our systems	This use of your personal information is necessary in order for us to comply with our legal and regulatory obligations.
Protecting our facilities, systems, and personnel; preventing fraud, abuse and crime; responding to emergencies.	This use of your personal information is necessary in order for us to comply with our legal and regulatory obligations.

Please note that subject to applicable data protection laws, you may have a right to object to the processing of your personal information where that processing is carried out for the Firm's legitimate interest.

Categories Of Entities With Which Personal Information Is Shared

We do not disclose personal information that we have collected except as permitted by law. We may share your personal information for everyday business purposes, such as to process your transactions, maintain your accounts, transact with service providers, or act in accordance with our governing documents; for our marketing purposes with service providers we use to offer our products and services to you; and for our affiliates' everyday business purposes. We also may share your personal information: (i) with nonaffiliated service providers, such as transfer agents, fund administrators, custodians, broker-dealers, accountants and lawyers; (ii) with fraud prevention agencies and law enforcement agencies; (iii) with courts, governmental and nongovernmental regulators and ombudsmen; (v) where we have your consent; (vi) as required or permitted by law, including but not limited to comply with a subpoena or similar legal process or government request, or when we believe in good faith that disclosure is legally required or we have a legitimate interest in making a disclosure, such as where necessary to protect the Firm's rights and property; and (vii) as part of a transaction with a successor or affiliate or in connection with any acquisition, merger, or sale of assets. If you are a new Investor, we can begin sharing your information 30 days from the date we sent this Privacy Notice. When you are no longer an Investor, we continue to share your information as described in this Privacy Notice. State laws and individual companies may give you additional rights to limit sharing.

We do not share your personal information for any joint marketing purposes with other financial companies, for our affiliates to market to you, or for non-affiliates to market to you. We also do not share your creditworthiness information for our affiliates' everyday business purposes.

Rights Of Individuals

California Residents. The California Consumer Privacy Act of 2018 (the "CCPA") grants California residents certain rights with respect to their personal information, including, as described below, the right to access or delete their personal information. These rights are subject to certain limitations. They do not apply to (i) personal information about employees, applicants, and contractors; (ii) information processed exclusively in the business-to-business context (e.g., information about an individual acting in his or her capacity as a representative of an entity), or (iii) information collected, processed, sold, or disclosed pursuant to the federal Gramm-Leach Bliley Act (Public Law 106-102) and its implementing regulations. Where exceptions to the CCPA apply to a request you submit, we will provide you with an explanation.

Right to request disclosure of information we collect and share about you. You can submit a request to us for the following personal information we have collected:

- The categories of personal information we've collected about you
- The categories of sources from which we collected the personal information
- The business or commercial purposes for which we collected the personal information
- The categories of third parties with which we shared the personal information
- The specific pieces of personal information we collected

You can also submit a request to us for the categories of personal information that we have disclosed for a business purpose.

Our responses to any of these requests will cover the 12-month period preceding our receipt of the request.

Right to request the deletion of personal information we have collected from you. Upon request, we will delete the personal information we have collected about you, except for situations where specific information is necessary for us to: provide you with a product or service that you requested; perform a contract we entered into with you; maintain the functionality or security of our systems; or comply with or exercise rights provided by law. The law also permits us to retain specific information for our exclusively internal use, but only in ways that are compatible with the context in which you provided the information to us or that are reasonably aligned with your expectations based on your relationship with us.

How can you make a request to exercise your rights? To exercise your right to access or delete your personal information, you may call us at 803-272-1003 or email us at info@mulloolywealthplanning.com.

How we will handle a request to exercise your rights. When you make an access or deletion request, we will first acknowledge receipt of your request within 10 days of receipt of your request. We will provide a substantive response to your request as soon as we can, generally within 45 days from when we receive your request, although we may be allowed to take longer to process your request under certain circumstances. If we expect your request is going to take us longer than normal to fulfill, we'll let you know.

When you make a request to access or delete your personal information, we will take steps to verify your identity. These steps may include asking you for personal information, such as your name, address, or other information we maintain about you. If we are unable to verify your identity with the degree of certainty required, we will not be able to respond to the request. We will notify you to explain the basis of the denial.

There may be some types of personal information that can be associated with a household (a group of people living together in a single home). Requests for access or deletion of household personal information must be made by each member of the household. We will verify each member of the household using the verification criteria explained above. If we are unable to verify the identity of each household member with the degree of certainty required, we will not be able to respond to the request. We will notify you to explain the basis of our denial.

You may also designate an authorized agent to submit requests on your behalf. If you do so, you will be required to verify your identity by providing us with certain personal information as described above. Additionally, we will also require that you provide the agent with written permission to act on your behalf, and we will deny the request if the agent is unable to submit proof to us that you have authorized them to act on your behalf.

If you exercise any of the rights explained in this Notice, we will continue to treat you fairly.

Policies and Practices Regarding the Confidentiality and Security of Such Personal Information and Retention

The Firm has implemented reasonable security policies and procedures designed to safeguard personal information against unauthorized access, disclosure, or use. We will retain Investor personal information for as long as required for us to perform the services or comply with applicable legal/regulatory obligations, provided that we ensure the confidentiality of such personal information and such personal information is only processed as necessary for the purposes specified in the applicable law requiring its storage or as otherwise permitted. Where we require your personal information to comply with anti-money laundering or other legal requirements, failure to provide this information means we may not be able to accept you as an Investor or may result in the relationship with you being terminated.

Minors' Information

Our products and services are not directed to minors under the age of 18, and we do not knowingly collect personal information from minors. We may collect certain children's information from a parent or legal guardian for our financial products and services (such as when a minor is identified as a beneficiary on a parent's account), but we do not sell any such personal information to third parties.

Third-Party Links

Please note that this website may contain links to third-party websites. Please be aware that we are not responsible for the privacy practices of other websites. This website offers no guarantees on the safety or suitability of websites featured on third-party links, and any user who chooses to follow such links does so at his or her own risk.

Changes To This Privacy Notice

We may revise this Notice at our discretion. We will post any changes on this page and update the "Last Updated" date, so be sure to check back periodically. For material retroactive changes, we will notify you consistent with the law. Your continued use of our website and services after changes have been posted will constitute your acceptance of this Privacy Notice and any changes.

Accessibility

We are committed to ensuring that our communications are accessible to people with disabilities and welcome accessibility-related requests or reports of barriers in respect thereof. Please direct such requests or reports to the address or number below.

Getting In Touch

If you have any questions or comments about this notice, the ways in which we collect and use your personal information, your choices and rights regarding such use, wish to exercise your privacy rights under California law, or would like to request changes to any of your personal information, you can contact us at:

Phone: 803-272-1003

Email: info@mulloolywealthplanning.com

Attention: Compliance

Item 1

Mullooly Wealth Planning, LLC
4341 Charlotte Highway
Suite 207
Clover SC 29710
1-803-272-1003

www.mulloolywealthplanning.com

This brochure supplement provides information about **Steven M. Mullooly** that supplements the Mullooly Wealth Planning, LLC brochure. You should have received a copy of that brochure. Please contact Mullooly Wealth Planning, Inc. if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about **Steven M. Mullooly** and Mullooly Wealth Planning, Inc. is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Educational Background and Business Experience

Steven M. Mullooly born 1964
New York Institute of Technology, Bachelor of Science
January 1986 to December 1987 – Shearson Lehman Brothers
March 1988 – September 1990 – Merrill Lynch Pierce Fenner and Smith
September 1990 – December 1993 – Shearson Lehman Brothers
January 1994 – June 2000 – Morgan Stanley & Co.
July 2000 – June 2004 – Donaldson Lufkin & Jenrette
October 2004 – May 2006 – Ladenburg Thalmann
June 2006 – July 2022 – Schafer Cullen Capital Management, Inc, and The Cullen Funds
July 2022 - Present –Mullooly Wealth Planning, Inc.

Item 3 –Disciplinary Information

There are no legal or disciplinary events of this supervised person.

Item 4 – Other Business Activities

None

Item 5 – Additional Compensation

As majority owner of Mullooly Wealth Planning, LLC ("MWP"), Mr. Mullooly receives an economic benefit from the investment advisory services provided to clients of MWP.

Item 6 – Supervision

Activities of this person and the Advice provided to clients are monitored by the Chief Compliance Officer ("CCO") on a no less than quarterly basis. The reviews conducted include: marketing material, trading, commissions, brokerage selection, investment restrictions, performance and portfolio weightings.

The CCO is:

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803-272-1003

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