

MJT & Associates Financial Advisory Group, Inc.

Form ADV Part 2A – Disclosure Brochure

Effective: March 28, 2021

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of MJT & Associates Financial Advisory Group, Inc., formerly MJT & Associates, LLC (“MJT” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (952) 938-3476 or by email at mitch@mjtassociates.com.

MJT is a registered investment advisor located with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about MJT to assist you in determining whether to retain the Advisor.

Additional information about MJT and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 297716.

MJT & Associates Financial Advisory Group, Inc.
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Item 2 – Material Changes

Form ADV 2 is divided into two parts: Part 2A (the "Disclosure Brochure") and Part 2B (the "Brochure Supplement"). The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of MJT. For convenience, the Advisor has combined these documents into a single disclosure document.

MJT believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. MJT encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with us.

Material Changes

The following material change has been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor is in the process of transitioning from registration with the State of Minnesota to registration with the U.S. Securities and Exchange Commission ("SEC"), due to the level of assets under management. Please see Item 4.
- The Advisor has amended Item 4 and 5 regarding Trust Services. Please see these items for additional information.
- The Advisor has amended Item 5 Retirement Plan Advisory Services. Please see Item 5 regarding this amendment to the billing schedule.
- The Advisor has amended Item 4 and 5 to disclose its Wealth Management Services. Please see Item 4 and 5 regarding this service.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

You may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 297716. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (952) 938-3476 or by email at mitch@mjtassociates.com.

Item 3 – Table of Contents

Item 1 – Cover Page	1
Item 2 – Material Changes	2
Item 3 – Table of Contents	3
Item 4 – Advisory Services	4
A. Firm Information	4
B. Advisory Services Offered	4
C. Client Account Management	6
D. Wrap Fee Programs	6
E. Assets Under Management	6
Item 5 – Fees and Compensation	6
A. Fees for Advisory Services	6
B. Fee Billing	8
C. Other Fees and Expenses	9
D. Advance Payment of Fees and Termination	9
E. Compensation for Sales of Securities	10
Item 6 – Performance-Based Fees and Side-By-Side Management	10
Item 7 – Types of Clients	10
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss	11
A. Methods of Analysis	11
B. Risk of Loss	11
Item 9 – Disciplinary Information	13
Item 10 – Other Financial Industry Activities and Affiliations	13
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	14
A. Code of Ethics	14
B. Personal Trading with Material Interest	14
C. Personal Trading in Same Securities as Clients	14
D. Personal Trading at Same Time as Client	14
Item 12 – Brokerage Practices	14
A. Recommendation of Custodian[s]	14
B. Aggregating and Allocating Trades	15
Item 13 – Review of Accounts	15
A. Frequency of Reviews	15
B. Causes for Reviews	15
C. Review Reports	16
Item 14 – Client Referrals and Other Compensation	16
A. Compensation Received by MJT	16
B. Client Referrals from Solicitors	17
Item 15 – Custody	17
Item 16 – Investment Discretion	17
Item 17 – Voting Client Securities	17
Item 18 – Financial Information	17
Form ADV Part 2B – Brochure Supplement	19
Privacy Policy	24

Item 4 – Advisory Services

A. Firm Information

MJT & Associates Financial Advisory Group, Inc. formerly MJT & Associates, LLC (“MJT” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Corporation under the laws of Minnesota. MJT was founded in October 2014, and is owned and operated by Mitchell J. Thompson (President and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by MJT.

B. Advisory Services Offered

MJT offers investment advisory services to individuals, high net worth individuals, trusts and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. MJT’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Wealth Management Services

MJT may provide Clients with wealth management services, which generally includes discretionary management of investment portfolios in connection with a broad range of comprehensive financial planning services.

Investment Management Services - MJT provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. MJT works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. MJT will then construct an investment portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

MJT’s investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. MJT will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

MJT evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. MJT may recommend, on occasion, redistributing investment allocations to diversify the portfolio. MJT may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. MJT may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will MJT accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement, please see Item 12 – Brokerage Practices.

Schwab Institutional Intelligent Portfolios – The Advisor may recommend an automated investment program through which Clients are invested in a range of investment strategies MJT has constructed and manages. The Client’s portfolio is held in a brokerage account opened by the Client at Charles Schwab & Co., Inc. (“Schwab”). The Advisor utilizes the Institutional Intelligent Portfolios® platform, offered by Schwab Performance

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Technologies, a software provider to independent investment advisors and an affiliate of Schwab, to operate the Schwab Institutional Intelligent Portfolios. The Advisor remains the Client's investment advisor and primary point of contact. The Advisor is responsible for determining the appropriateness of the Schwab Institutional Intelligent Portfolios for the Client, choosing a suitable investment strategy and portfolio for the Client's investment needs and goals, and managing that portfolio on an ongoing basis.

Use of Independent Managers - MJT will recommend that Clients utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio, based on the Client's needs and objectives. In certain instances, the Client may be required to authorize and enter into an investment management agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures).

Financial Planning Services – As part of the wealth management services, MJT will typically provide a variety of financial planning and consulting services to Clients. MJT also makes available to Clients financial planning and consulting services as a stand-alone service pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goal and objectives.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs.

MJT may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

Retirement Plan Advisory Services

MJT provides 3(21) retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Identifying investment objectives and restrictions
- Providing guidance on various asset classes and investment options
- Recommending money managers to manage plan assets in ways designed to achieve objectives

- Monitoring performance of money managers and investment options and making recommendations for changes
- Recommending other service providers, such as custodians, administrators and broker-dealers
- Creating a written pension consulting plan

These services are provided by MJT serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of MJT’s fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

Trust Services

MJT offers Trust Management services for Trusts for which an Advisory Person of the Advisor serves as Trustee. The services provided are as follows:

- Administration of all trust assets per trust documents.
- Managing distributions in accordance with trust provisions.
- Ensuring that the trust assets are held in safekeeping.
- Records maintenance and full annual accounting of all trust activities.
- Filing of trust tax returns.

C. Client Account Management

Prior to engaging MJT to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – MJT, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.
- Asset Allocation – MJT will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – MJT will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – MJT will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. Wrap Fee Programs

MJT does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by MJT.

E. Assets Under Management

As of December 31, 2020, MJT manages \$119,795,910 in Client assets, \$115,677,406 of which are managed on a discretionary basis and \$4,118,504 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

A. Fees for Advisory Services

MJT & Associates Financial Advisory Group, Inc.
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Wealth Management and Investment Management Services

Wealth Management and investment management fees (“advisory fee[s]”) are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Advisory fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$500,000	1.20%
\$500,001 to \$1,000,000	1.00%
\$1,000,001 to \$2,000,000	0.90%
\$2,000,001 to \$5,000,000	0.75%
\$5,000,001 to \$10,000,000	0.55%
Over \$10,000,000	0.40%

The advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by MJT will be independently valued by the Custodian. MJT will not have the authority or responsibility to value portfolio securities.

Schwab Institutional Intelligent Portfolios

Schwab Institutional Intelligent Portfolios are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Advisory fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$500,000	1.20%
\$500,001 to \$1,000,000	1.00%
\$1,000,001 to \$2,000,000	0.90%
\$2,000,001 to \$5,000,000	0.75%
\$5,000,001 to \$10,000,000	0.55%
Over \$10,000,000	0.40%

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client’s investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. The Advisor will allocate a portion of the advisory fee collected to the Independent Manager pursuant to the terms of the executed agreement between the Advisor and the Independent Manager. The total blended fee, including the Advisor’s fee and the Independent Manager’s fee, will not exceed 2.00% annually.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 0.65% and are billed in advance of each quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable depending on the size and complexity of the Plan.

Assets Under Management	Annual Rate (%)
Up to \$1,000,000	0.65%
\$1,000,001 - \$2,500,000	0.45%
\$2,500,001 - \$5,000,000	0.40%
\$5,000,000 - \$7,500,000	0.35%
\$7,500,001 - \$10,000,000	0.30%
\$10,000,001 - \$15,000,000	0.25%

\$15,000,001 and above	0.20%
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The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Trust Services

Trust service fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Trust service fees are based on the market value of assets under management at the end of the prior calendar quarter. Trust service fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$250,000	1.50%
\$250,001 to \$750,000	1.30%
\$750,001 to \$1,750,000	1.20%
\$1,750,001 to \$4,750,000	1.05%
\$4,750,001 to \$9,750,000	0.55%
Over \$10,000,000	0.40%

Financial Planning Services

MJT offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly engagements range from \$150 to \$250 per hour. Fixed engagement fees range from \$800 to \$2,500. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and total costs will be provided to the Client prior to engaging for these services.

B. Fee Billing

Wealth Management and Investment Management Services

Wealth management and investment management service fees ("advisory fee[s]") are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with MJT at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by MJT to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Schwab Institutional Intelligent Portfolios

Schwab Institutional Intelligent Portfolios are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with MJT at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by MJT to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Advisor and the Independent Manager will each assume the responsibility for calculating and deducting their respective fees from the Client's account[s].

Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

Trust Services

Trust service fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with MJT at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the trust service fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting trust service fees to be deducted by MJT to be paid directly from their account[s] held by the Custodian as part of the trust services agreement and separate account forms provided by the Custodian.

Financial Planning Services

Financial planning Clients will be invoiced the total planning fee upon execution of the financial planning agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than MJT, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, but typically charges for mutual funds and other types of investments. The fees charged by MJT are separate and distinct from these custody and execution fees. Clients invested through the Schwab Institutional Intelligent Portfolios will not be charged a separate fee for securities transaction fees for the purchase and rebalancing of the Client's investment portfolio. Clients will be responsible for the sale of any legacy investments for implementation of Schwab Institutional Intelligent Portfolios.

In addition, all fees paid to MJT for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of MJT, but would not receive the services provided by MJT which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by MJT to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Wealth Management and Investment Management Services

MJT may be compensated for its services in advance of the quarter in which wealth management or investment management services are rendered. Either party may terminate the Advisor's agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the Advisor's agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest, the Advisor will have the discretion to terminate the relationship with the Independent Manager. The terms for termination are set forth in the respective agreements between the Advisor and the Independent Managers.

Retirement Plan Advisory Services

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MJT is compensated for its services at the beginning of the quarter before advisory services are rendered. Either party may request to terminate a retirement plan advisory agreement, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for investment advisory fees up to and including the effective date of termination and the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Trust Services

MJT may be compensated for its services in advance of the quarter in which trust services are rendered. Either party may terminate the trust services agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the trust services agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide trust services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid trust service fees from the effective date of termination to the end of the quarter. The Client's trust services agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services

MJT requires advance deposit as described above. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid planning fees from the effective date of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Mitchell Thompson is also licensed as an independent insurance professional. As an independent insurance professional, Mr. Thompson will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Mr. Thompson are separate and in addition to MJT's advisory fees. This practice presents a conflict of interest because a person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through Mr. Thompson.

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

MJT does not charge performance-based fees for its investment advisory services. The fees charged by MJT are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

MJT does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7 – Types of Clients

MJT offers investment advisory services to individuals, high net worth individuals, trusts and retirement plans. The amount of each type of Client is available on MJT's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. MJT generally does not impose a minimum relationship size.

Clients eligible to enroll in the Schwab Institutional Intelligent Portfolios include individuals, IRAs, and revocable living trusts. Clients that are organizations (such as corporations and partnerships) or government entities, and clients that are subject to the Employee Retirement Income Security Act of 1974, are not eligible for Schwab Institutional Intelligent Portfolios. The minimum investment required to open an account in the Schwab

Institutional Intelligent Portfolios is \$5,000. The minimum account balance to enroll in the tax-loss harvesting feature is \$50,000.

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

A. Methods of Analysis

MJT primarily employs Modern Portfolio Theory and technical analysis methods in developing investment strategies for its Clients. Research and analysis from MJT are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

Modern Portfolio Theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various asset classes.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that MJT will be able to accurately predict such a reoccurrence.

As noted above, MJT generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. MJT will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, MJT may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

B. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. MJT will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment approach:

Modern Portfolio Theory

MJT & Associates Financial Advisory Group, Inc.
4400 Shoreline Drive, Suite B, Spring Park, MN 55384
Phone: (952) 938-3476 | Fax: (952) 222-3930
<http://www.mjtassociates.com>

Modern Portfolio Theory assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Technical analysis

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

Long term trading

Long term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Equity investment

Equity investments generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed income

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely);

however, they carry a potential risk of losing share price value, albeit rather minimal. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

Real Estate Investment Trusts (“REITs”)

Investing in Real Estate Investment Trusts (“REITs”) involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. For Example, equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving MJT or its owner. MJT values the trust you place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 297716.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

As noted in Item 5, Mr. Thompson is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Thompson’s role with the Advisor. As an insurance professional, Mr. Thompson may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Thompson is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Thompson or the Advisor.

CDFA Bridge Consulting Group LLC

Mitchell Thompson provides consulting focused on assisting married couples with the financial aspects of divorce. This service is not offered to Clients of MJT. Mr. Thompson spends XX% of his time involved during trading hours.

Schwab Institutional Intelligent Portfolios

As noted in Item 4 – Advisory Services, MJT may recommend that a Client’s investment portfolio be implemented through the Schwab Institutional Intelligent Portfolios. MJT may be required to pay Schwab Institutional Intelligent Portfolios an investment sub-advisory fee for the use of the platform, trading, rebalancing, fee billing, reporting and other services. The Advisor does not receive compensation from Schwab Institutional Intelligent Portfolios, Schwab or any other affiliate for these services but does receive these services at a discount.

Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client’s best interest, the Advisor will have the discretion to terminate the relationship with the Independent Manager. The terms for termination are set forth in the respective agreements between the Advisor and the Independent Managers.

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

A. Code of Ethics

MJT has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all persons associated with MJT (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to the Client. MJT and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of MJT’s Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (952) 938-3476 or via email at mitch@mjtassociates.com.

B. Personal Trading with Material Interest

MJT allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. MJT does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. MJT does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

MJT allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by MJT requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer (“CCO”). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While MJT allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will MJT, or any Supervised Person of MJT, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

MJT does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the “Custodian”) to safeguard Client assets and authorize MJT to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, MJT does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where MJT does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by MJT. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. MJT may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian’s offices.

MJT will generally recommend that Clients establish their account[s] at Schwab Institutional, a division of Charles Schwab & Co., (“Schwab”) or at TD Ameritrade Institutional program, a division of TD Ameritrade, Inc (“TD Ameritrade”). Both Custodians are unaffiliated -registered broker-dealers and member SIPC. Schwab or TD Ameritrade will serve as the Client’s “qualified custodian”. MJT maintains an institutional relationship with Schwab and TD Ameritrade, whereby the Advisor receives economic benefits from Schwab and TD Ameritrade. Please see Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **MJT does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

2. Brokerage Referrals - MJT does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a “directed brokerage basis”, where MJT will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). MJT will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. MJT will execute its transactions through the Custodian as authorized by the Client. MJT may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients’ accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Mitchell Thompson, Chief Compliance Officer of MJT. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client’s request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client’s financial situation, and/or large deposits or withdrawals in the Client’s account[s]. The Client is encouraged to notify MJT if changes occur in the Client’s personal financial situation that might adversely affect the Client’s investment plan. Additional reviews may be triggered by material market, economic or political events.

C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by MJT

Participation in Institutional Advisor Platform

MJT has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like MJT. As a registered investment advisor participating on the Schwab Advisor Services platform, MJT receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services and financial support to MJT that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. MJT believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

As disclosed under Item 12, above, the Advisor participates in TD Ameritrade's institutional customer program and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors.

These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services

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made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise.

The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

B. Client Referrals from Solicitors

MJT does not engage paid solicitors for Client referrals.

Item 15 – Custody

All Clients must maintain their accounts with a “qualified custodian,” as described in Item 12 – Brokerage Practices. MJT accepts custody of a Client's funds or securities, through the deduction of management fees from the Client's account[s] at the Custodian, and in certain situations where Supervised Persons of MJT serve as trustee for certain Client relationships. Clients should review statements provided by the Custodian and compare to any reports provided by MJT to ensure accuracy, as the Custodian does not perform this review.

Surprise Independent Examination

As MJT is deemed to have custody over certain Client accounts and/or securities as part of their role as trustee for certain Client accounts, pursuant to securities regulations the Advisor is required to engage an independent accounting firm to perform an annual surprise examination of those assets and accounts over which MJT maintains custody. Any related opinions issued by an independent accounting firm are filed with the SEC and are publicly available on the SEC's Investment Adviser Public Disclosure website (<http://adviserinfo.sec.gov>).

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Item 16 – Investment Discretion

MJT generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by MJT. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by MJT will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

MJT does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 18 – Financial Information

Neither MJT, nor its management, have any adverse financial situations that would reasonably impair the ability of MJT to meet all obligations to its Clients. Neither MJT, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. MJT is not required to deliver a balance sheet along with this Disclosure

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Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

Form ADV Part 2B – Brochure Supplement

for

**Mitchell J. Thompson, CFP[®], CFA[®], ChSNC[®]
President and Chief Compliance Officer**

Effective: March 28, 2021

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Mitchell J. Thompson (CRD# 4272184) in addition to the information contained in the MJT & Associates Financial Advisory Group, Inc. formerly MJT & Associates, LLC (“MJT” or the “Advisor”, CRD# 297716) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the MJT Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (952) 938-3476 or by email at mitch@mjtassociates.com.

Additional information about Mr. Thompson is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4272184.

Item 2 – Educational Background and Business Experience

Mitchell J. Thompson, born in 1978, is dedicated to advising Clients of MJT as its President and Chief Compliance Officer. Mr. Thompson earned a BA Business from University of Jamestown in 2000. Additional information regarding Mr. Thompson’s employment history is included below.

Employment History:

President and Chief Compliance Officer, MJT & Associates Financial Advisory Group, Inc. formerly MJT & Associates, LLC	10/2014 to Present
IAR, Cambridge Investment Research Advisors	07/2014 to 10/2018
Investment Advisor Representative, Cambridge Investment Research Advisors, Inc.	07/2014 to 10/2018
Investment Advisor Representative, GEN Financial Management Inc.	03/2012 to 06/2014
Financial Advisor, Woodbury Financial Services, Inc.	11/2008 to 03/2012
Financial Advisor, MML Investor Services, Inc.	09/2000 to 11/2008
Financial Advisor, Mass Mutual	08/2000 to 10/2008

CERTIFIED FINANCIAL PLANNER™ (“CFP®”)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP® Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- *Education* – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP® Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor’s Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP® Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- *Examination* – Pass the comprehensive CFP® Certification Examination. The examination includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real world circumstances;
- *Experience* – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- *Ethics* – Agree to be bound by CFP® Board’s *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- *Continuing Education* – Complete 30 hours of continuing education hours every two years, including two hours on the *Code of Ethics* and other parts of the *Standards of Professional Conduct*, to maintain competence and keep up with developments in the financial planning field; and
- *Ethics* – Renew an agreement to be bound by the *Standards of Professional Conduct*. The *Standards* prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP®

Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Certified Divorce Financial Analyst™ ("CDFA®")

The Certified Divorce Financial Analyst (CDFA®) is a professional certification granted in the United States and Canada by the Institute for Divorce Financial Analysts™ (IDFA®). To attain the right to use the CDFA® (Certified Divorce Financial Analyst™) certification, an individual must satisfactorily fulfill the following requirements:

- Education – Professionals must develop their theoretical understanding and knowledge of the financial aspects of divorce by completing a comprehensive course of study approved by the IDFA™;
- Examination – Practitioners must pass a four-part (in the USA) or three-part (in Canada) Certification Examination that tests their understanding and knowledge of the financial aspects of divorce. In addition, the practitioner must demonstrate the practical application of this knowledge in the divorce process;
- Experience – Individuals must have a minimum of three years' experience in a financial or legal capacity prior to earning the right to use the CDFA® certification mark; and
- Ethics – Practitioners agree to abide by a strict code of professional conduct known as the "Code of Ethics and Professional Responsibility," which sets forth their ethical responsibilities to the public, clients, employers, and other professionals. The IDFA® may perform a background check during this process, and each candidate for CDFA® certification must disclose any investigations or legal proceedings relating to his or her professional or business conduct.

Individuals who become certified must complete the following ongoing education requirements in order to maintain the right to continue to use the CDFA® designation:

- Continuing Education – Complete a minimum of fifteen (15) hours of continuing education every two years, that are specifically related to the field of divorce, and
- Ethics – Practitioners must voluntarily disclose any public, civil, criminal, or disciplinary actions that may have been taken against them during the past two years as part of the renewal process. If a complaint has been brought against a CDFA® by another professional or member of the general public, the CDFA® must be examined and cleared by IDFA's Ethics Committee to maintain their designation.

Chartered Special Needs Consultant® (ChSNC®)

Chartered Special Needs Consultant® is a professional certification to help elevate your understanding of what it means to live with special needs. The ChSNC® helps prepare individuals to effectively communicate to someone who cares for someone with special needs by providing a better understanding of disability law, life insurance, healthcare issues, special needs trusts, the ABLE act, government benefits, and social security.

The requirements to complete the Chartered Special Needs Consultant® (ChSNC®) are:

- Successful completion of the courses numbered HS 375, HS 376, and HS 377
- An application for designation approved by the Registrar of The American College of Financial Services

Any student may enroll in Huebner School courses, however usage of the designation and its mark, ChSNC®, are limited to those who have successfully completed the coursework and met the prerequisite standards established by the faculty. At a minimum, any individual must present an application that clearly identifies:

- (a) At least five years of professional experience in financial services or the practice of law, or
- (b) Four years of professional financial services experience and an undergraduate degree.

Individuals who hold the CLU® or ChFC® designations, the CFP®, MSFS, and/or who have met the sufficient experience requirements are eligible to use the designation after completion of the ChSNC® coursework.

ChSNC® designees must also adhere to The American College of Financial Services Code of Ethics and comply with The College's Professional Recertification Program.

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Thompson. Mr. Thompson has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Thompson.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Thompson.***

However, we do encourage you to independently view the background of Mr. Thompson on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 4272184.

Item 4 – Other Business Activities

Insurance Agency Affiliations

Mr. Thompson is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Thompson's role with MJT. As an insurance professional, Mr. Thompson will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Thompson is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Thompson or the Advisor.

CDFA Bridge Consulting Group LLC

Mitchell Thompson provides consulting focused on assisting married couples with the financial aspects of divorce. This service is not offered to Clients of MJT. Mr. Thompson spends less than 10% of his time on this activity and none during trading hours.

Bayside Pediatric Therapy, LLC

Mr. Thompson is the owner of Bayside Pediatric Therapy, LLC. Bayside Pediatric Therapy is a speech and language therapy clinic. Mr. Thompson manages the firm's financials and 0% of his time in this position takes place during trading hours.

Henry's House, Inc.

Mr. Thompson is the founder of Henry's House, Inc. Henry's House is a nonprofit 501(c) (3) charity dedicated to empowering those with special gifts to attain the independent living needs they want and can achieve through the acquisition, development, and building of safe sensory orientated focused assisted living homes and a community that promotes individuality. Mr. Thompsons spends 0% of his time in this role during trading hours.

Item 5 – Additional Compensation

Mr. Thompson has additional business activities where compensation is received that are detailed in Item 4 above.

Item 6 – Supervision

Mr. Thompson serves as the President and Chief Compliance Officer of MJT. Mr. Thompson can be reached at (952) 938-3476.

MJT has implemented a Code of Ethics an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of MJT. Further, MJT is subject to regulatory oversight by various agencies. These agencies require registration by MJT and its Supervised Persons. As a registered entity, MJT is

subject to examinations by regulators, which may be announced or unannounced. MJT is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Privacy Policy

Effective: March 28, 2021

Our Commitment to You

MJT & Associates Financial Advisory Group, Inc. formerly MJT & Associates, LLC (“MJT” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. MJT (also referred to as “we”, “our” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

MJT does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
Marketing Purposes MJT does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where MJT or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients MJT does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (952) 938-3476 or via email at mitch@mjtassociates.com.