

Item 1 - Cover Page

Vox Financial Planning LLC

6608 N. Western Ave. #1235

Oklahoma City, OK 73116

(405) 585-7393

January 20, 2024

This Brochure provides information about the qualifications and business practices of Vox Financial Planning LLC (“Firm”). If you have any questions about the contents of this Brochure, please contact us at (405) 585-7393 or at info@voxfinancialplanning.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Vox Financial Planning LLC is a State of Oklahoma registered investment advisor. Registration of an investment advisor does not imply any level of skill or training. The oral and written communications of an advisor provide you with information about which you determine to hire or retain an advisor.

Additional information about Vox Financial Planning LLC is available on the SEC’s website at www.Adviserinfo.sec.gov using the firm’s CRD No.313203.

Item 2 - Material Changes

Annual Update

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

Material Changes since the Last Update

Since the last annual update brochure dated March 10, 2023, there have been no material changes.

Full Brochure Available

You may view the current Disclosure Brochure online at any time at the SEC's Investment Adviser Public Disclosure website: www.adviserinfo.sec.gov. You may also request a copy of this Disclosure Brochure at any time by contacting the Firm at (405) 585-7393 or at : info@voxfinancialplanning.com.

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Item 4 – Advisory Business

Firm Description

Vox Financial Planning LLC, (Advisor) was founded by Jordan Spencer under the laws of Oklahoma in 2020. Jordan Spencer is Advisor's sole member and its Chief Compliance Officer

Advisor is a Fee-Only Financial Planning firm providing financial planning and investment management services to its clients. Depending upon the client's needs, the planning includes an individual's taxes, cash flow, retirement, investment allocation, security selection, estate distribution, insurance, education and employee benefits. The firm does not sell insurance, stocks, bonds, mutual funds, limited partnerships, or other commissioned products. The firm is not affiliated with entities that sell financial products or securities. No commissions in any form are accepted. No finder's fees are accepted.

When Advisor provides investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way Advisor makes money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.

The following types of engagements are offered by Advisor:

Wealth Management Engagement

A comprehensive ongoing wealth management engagement provides comprehensive financial planning and investment management services. Clients will have regularly scheduled meetings during the term of the engagement depending on the client's individual situation and needs to address their financial picture. During the course of the engagement, scheduled meetings, e-mail and/or phone consultations are provided.

Depending on the client's needs, services in a comprehensive ongoing wealth management engagement include, but are not limited to:

- analysis of financial goals;
- portfolio analysis;
- inventory of assets;
- development of an asset allocation strategy;
- ongoing investment management;
- tax planning;
- insurance review;
- cashflow analysis;
- retirement planning; and
- estate planning reviews

After the initial year of service, typical financial topics addressed during the year are:

- Goal setting/review
- Investment review/update
- Rebalancing of assets
- Tax planning
- Financial planning or any financial services as requested or needed by client.

As a part of the ongoing services in the Wealth Management engagement, investment management services are provided. We discuss with the Client in detail important information such as the Client's risk tolerance, time horizon, and projected future needs for determining appropriate investment strategy for the Client's account. Clients grant Advisor discretionary investment authority.

Sub-Advisor: As a part of the ongoing investment management services offered in the Wealth Management engagement, Advisor will delegate all, or a portion, of the Client's portfolio implementation to a third-party registered investment adviser ("Sub-Advisor") for ongoing supervision and investment management services. Advisor will direct Sub-Advisor to provide ongoing investment management to Client's assets in an investment account held by an independent qualified custodian. Clients will sign a separate agreement with the Sub-Advisor that sets forth the Sub-Advisor's fees and services, and will receive the required disclosure documents prior to services being provided.

Advisor will choose the Sub-Advisor's investment strategy and determine the appropriateness of the strategy for the Client based upon Client's stated investment objectives, risk tolerance and any restrictions in their account. The Sub-Advisor will invest and rebalance the Client's account from time to time in accordance with Client's investment objectives. The Sub-Advisor will provide its services on a discretionary basis and will not give advance notice or seek the Client's consent before conducting transactions in their account. Both Advisor and the Sub-Advisor are authorized to give instructions to the custodian with respect to all investment decisions. The Client acknowledges that any Sub-Advisor is independent of and not owned, affiliated with or sponsored by Advisor. Advisor is authorized to terminate or change Sub Advisors when, in Advisor's sole discretion, Advisor believes such termination or change is in the client's best interest.

Financial Review

Advisor will provide general recommendations to guide Client towards the achievement of Client's financial objectives in up to three financial planning matters. The Financial Review is limited to a single appointment of up to 3 hours. These services do not constitute comprehensive financial planning and should not be relied upon as such. The client is under no obligation to follow, either wholly or partially, any recommendations or suggestions provided by Advisor and retains the responsibility for implementing Advisor's recommendations. Once Advisor's recommendations are made, no follow-up services are provided.

Termination of Agreement

Client has five (5) business days from the date of execution to terminate any agreement without penalty or fee. After five days from execution, either party may terminate an agreement upon written notice. Upon termination, any fees paid in advance will be prorated to the date of termination and any excess will be refunded to the client.

Wrap Fee Program

Advisor does not participate in any wrap fee programs.

Assets Under Management

As of December 31, 2023, Advisor has less than \$100,000 assets under management to report.

Item 5 – Fees and Compensation

Advisory fees are set out in each client's services agreement with Advisor. Advisor's fee is generally not negotiable. The following sets forth the fees for Advisor's services:

Wealth Management Fee

For these services, Advisor charges an annual fixed fee ranging between \$5,000 - \$25,000. There is a minimum fee for the Initial Term of \$5,000. The client's fee is calculated annually and payable quarterly, in advance. Fees are calculated based on the client(s) total income, assets, overall complexity of their financial situation, and the services requested. Advisor, in its sole discretion, may reduce its minimum fee based upon certain criteria such as prior existing relationship, account composition, negotiations with client, etc.). The fee is normally paid by deducting from a designated client account directly by the account's custodian upon Advisor's instruction. At Advisor's discretion, clients may choose to pay via check, credit card or ACH using Advisor's selected third-party payment vendor.

Sub-Advisor Fee

Sub-Advisor's fee for providing ongoing investment management services is separate and in addition to Advisor's fee. The Sub-Advisor's fee is set forth in the agreement the client signs with the Sub-Advisor and also disclosed in the Sub-Advisor's ADV Part 2 that clients receive. Advisor has negotiated the Sub-Advisor's fee on behalf of its clients.

The Sub-Advisor's fee is payable quarterly, in advance, using the value of the client's assets under its management at the end of each quarter. Client authorizes Sub-Advisor to deduct the Sub-Advisor's fee directly from client's account held at the independent qualified custodian.

For accounts established in the middle of a calendar quarter, fees will be pro-rated from the date services began. Upon termination, the Advisor and Sub Advisor will refund any unearned fees on a pro-rated basis. Clients should understand the fees of both Advisor and Sub-Advisor to understand the total costs of services.

Financial Review Fee

The Financial Review fee is a fixed fee of \$750 to \$1,500 depending on the scope of the review;

with one half of the fee collected at the time the appointment is made and the balance due at the meeting. The fee is payable via check, credit card or ACH using Advisor's selected third-party payment vendor.

Fees paid under a Financial Review engagement will be applied to fees owing for wealth management services when a client enters into a wealth management engagement within one year of the conclusion of the Financial Review engagement.

Other Fees

In addition to Advisor's fee, clients may incur certain other fees and charges to implement Advisor's recommendations. Additional charges and fees will be imposed by custodians, brokers, third party investment advisers 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. Mutual funds and exchange-traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to the Advisor's fee.

If client elects making payment of Advisor's fee via credit card or ACH the charge incurred by Advisor for processing the credit card transaction will be collected from client in addition to Advisor's fee. The surcharge is collected at the same time Advisor's fee is processed. Clients should consider the surcharge in understanding the total fees being paid to Advisor.

Fees at Termination

The client may terminate an engagement by providing written notice within five days of signing a retainer agreement without penalty or fee. After five days, either party may terminate an agreement, without penalty, at any time upon written notice. Advisor will promptly refund any prepaid but unearned fees. Upon termination, any fees paid in advance will be prorated to the date of termination and any excess will be refunded to the client.

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

Advisor does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Item 7 – Types of Clients

Advisor provides financial planning and investment advisory services primarily to individuals and families. We maintain no minimum net-worth or asset requirements. As discussed above, your chosen relationship agreement and fee will be based upon your individual circumstances.

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

The main sources of information Advisor may rely upon when researching and analyzing securities will include traditional research materials such as financial newspapers and magazines, annual reports, prospectuses, filings with the SEC, as well as research materials prepared by others, company press releases and corporate rating services. Advisor also subscribes to various professional publications deemed to be consistent and supportive of Advisor's investment

philosophy.

Moreover, Advisor approaches investment portfolio analysis and implementation based on internal factors such as your tax situation, overall risk tolerance, current financial situation, and your personal goals and aspirations. After identifying these items, your portfolio will be structured around your individual needs, while minimizing negative effects of external factors, such as interest rates, market performance, and the economy as a whole.

In general, Advisor believes in a passive investing approach and recommends no-load mutual funds (i.e., mutual funds that have no sales fees) that follow a passive asset class investment philosophy with low holdings turnover. Advisor typically uses exchange traded funds, mutual funds, U.S. government securities, money market accounts, certificates of deposit, and individual bonds (corporate, agency and municipal) in clients' accounts. However, in the course of providing investment advice, Advisor may address issues related to other types of assets that you may already own. Any other products that may be deemed appropriate for you will be discussed, based upon your goals, needs and objectives.

Any investing in securities involves risk of loss that clients should be prepared to bear. While Advisor will use its best judgment and good faith efforts in rendering services to client, not every investment decision or recommendation made by Advisor will be profitable. Advisor cannot warrant or guarantee any particular level of account performance, or that an Account will be profitable over time. Client assumes all market risk involved and understands that investment decisions are subject to various market, currency, economic, political and business risks.

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 your evaluation of the integrity of Vox Financial Planning LLC's management. Advisor has no information to disclose applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Neither Advisor nor any affiliated is registered as or have a pending application as a broker-dealer, futures commission merchant, commodity pool operator, or commodity trading advisor or as a representative of any of the foregoing entities.

Asset Dedication, LLC (SEC Registered Investment Adviser / IARD# 151988) and Advisor have an agreement whereby Asset Dedication provides investment management and certain back office services to Advisor's clients. As your investment adviser, we review our recommendations as well as oversee the transactions made by Asset Dedication to ensure that the management of the account meets our client's needs, goals and objectives. Advisor will only use Asset Dedication's services when in the best interest of the client.

Mr. Spencer works with Magellan Federal. where he is a financial counselor and provides education on finance to members of the National Guard but does not provide personalized investment

advice in this capacity. Zeiders does not share in any part of Vox Financial Planning's fee for providing personalized investment advice to a client.

Jordan Spencer holds an Oklahoma insurance producer license solely to advise on insurance products to clients of Vox Financial Planning. Mr. Spencer does not receive compensation as a result of any recommendation or sale of an insurance product.

Upon client request, we may provide referrals to various professionals, such as a mortgage broker, insurance agent or attorney. We do not have an agreement with or receive fees from these professionals for these informal referrals. Any fees charged by these other entities for their services are completely separate from advisory fees charged by our advisory firm.

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

Vox Financial Planning LLC seeks to avoid material conflicts of interest. Accordingly, neither Advisor nor its investment adviser representatives nor its team members receive any third party direct monetary compensation (i.e., commissions, 12b-1 fees, or other fees) from brokerage firms (custodians) or mutual fund companies.

Although Advisor believes that its business methodologies, ethics rules, and adopted policies are appropriate to eliminate, or at least minimize, potential material conflicts of interest, and to appropriately manage any material conflicts of interest that may remain, clients should be aware that no set of rules can possibly anticipate or relieve all potential material conflicts of interest. In any event, Advisor will disclose to advisory Clients any material conflict of interest relating to Advisor, its representatives, or any of its employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

Code of Ethics

We have adopted a Code of Ethics that establishes policies for ethical conduct for all our personnel. Our firm accepts the obligation not only to comply with all applicable laws and regulations but also to act in an ethical and professionally responsible manner in all professional services and activities. Our policies include confidentiality of proprietary information, prohibitions against insider trading, restrictions on the acceptance of significant gifts, among others.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually.

Our firm will provide a copy of its Code of Ethics to any client or prospective client upon request.

Participation or Interest in Client Transactions and Personal Trading

Advisor does not currently participate in securities in which it has a material financial interest. Advisor and its related persons, as a matter of policy, do not recommend to clients, or buy or sell

for client accounts, securities in which the firm or its related persons has a material financial interest. Advisor or individuals associated with Advisor may buy and sell some of the same securities for its own account that Advisor buys and sells for its Clients. When appropriate the Advisor will purchase or sell securities for Clients before purchasing or selling the same securities for Advisor's own account. In some cases, Advisor may buy or sell securities for its own account for reasons not related to the strategies adopted by the Advisor's Clients.

Certain classes of securities, such as open-ended mutual funds, are designated as exempt transactions, meaning employees may trade these without prior permission because such trades would not materially interfere with the best interest of Advisor's clients. Nonetheless, because Advisor permits employees to invest in the same securities as clients, there is a possibility that employees might somehow benefit from the market activity of a client. Accordingly, when applicable, Employee trading is monitored to reasonably prevent conflicts of interest between Advisor and its clients.

Item 12 – Brokerage Practices

Vox Financial Planning LLC does not have discretionary authority to select the broker-dealer/custodian for custody and execution services for client's account or to negotiate commission rates to be paid. Vox Financial Planning through its Sub Advisor has an arrangement with Fidelity Brokerage Services LLC ("Fidelity") through which Fidelity provides Vox Financial Planning with "institutional platform services." The institutional platform services include, among others, brokerage, custody, and other related services. Fidelity's institutional platform services that assist Vox Financial Planning and Sub Advisor in managing and administering clients' accounts include software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist back-office functions, recordkeeping and client reporting.

Fidelity generally does not charge its advisor clients separately for custody services but is compensated by account holders through transaction-related or asset-based fees for securities trades that are executed through Fidelity or that settle into Fidelity accounts (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity provides access to many no-load mutual funds without transaction charges.

Soft Dollars

Vox Financial Planning LLC does not receive any research or other soft-dollar benefit by nature from its relationship with Fidelity LLC. The benefits received by the Advisor or its personnel through participation in a custodian's program does not depend on the amount of brokerage transactions directed to them.

Vox Financial Planning is independently operated and owned and is not affiliated with Fidelity, nor

does any broker-dealer/custodian supervise Advisor, it's agents or activities.

Aggregating and Allocating Trades

All trading on behalf of Clients is done by the Sub-Advisor who will aggregate and allocate trades. Clients should see the Sub-Advisor's ADV Part 2 for further information.

Item 13 - Review of Accounts

In a Wealth Management engagement, we meet with you as needed to review portfolio performance, discuss current issues, and re-assess goals and plans. Advisor will review a client's account and assess financial recommendations made to you no less than annually. Factors triggering other reviews may include significant changes in your financial condition, changes in the fundamentals of the companies or entities issuing securities in your portfolio or their market price, and significant economic or industry developments.

If you maintain a brokerage account(s), your custodian will provide a statement no less than quarterly, which includes a list of all assets held in the account, asset values, and all transactions affecting the account assets, including any additions or withdrawals including Advisor's fee. To the extent that the Advisor provides clients with periodic reports, the client is urged to compare any statement or report provided by the Advisor with the account statements received from the account custodian. The account custodian does not verify the accuracy of the Advisor's advisory fee calculation.

Item 14 - Client Referrals and Other Compensation

Vox Financial Planning LLC is a fee-only financial planning firm and does not sell insurance or investment products, nor does it accept commissions as a result of any product recommendations. Advisor does not pay referral or finder's fees, nor does it accept such fees from other firms. We will refer clients to other service professionals if requested or deemed necessary, based on the specific needs of the client.

Item 15 – Custody

All securities will be held at an independent qualified custodian. Because Advisor debits its fee directly from a custodial account this can be construed as having custody. However, Vox Financial Planning LLC utilizes safeguards to prevent the firm from being subject to the additional accounting requirements of an adviser with custody.

The Client will first provide written authorization allowing for the direct debiting of Advisor's fee from their account. Their account will be held at an independent qualified custodian. Clients will receive, at least quarterly, statements from the qualified custodian that holds and maintains client's investment assets. The Custodian's account statement will provide a list of all assets held in the account, asset values, and all transactions affecting the account assets, including any additions or withdrawals.

Advisor is not affiliated with the custodian. The custodian does not supervise the advisor, it's agents or activities.

Item 16 - Investment Discretion

Advisor accepts non-discretionary authority for performing investment management services. Advisor will obtain the client's approval prior to executing each specific transaction in a client's account.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, Advisor does not have any authority to and does not vote proxies on behalf of advisory clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in client portfolios. At the request of a client, Advisor may provide advice to clients regarding the clients' voting of proxies.

Item 18 – Financial Information

Registered investment Advisors are required to provide you with certain financial information or disclosures about their financial condition. Advisor has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients. Advisor does not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance.

Item 19 – Requirements for State-Registered Advisors

Advisor is owned and operated by Jordan T. Spencer. Mr. Spencer's formal education are further described in the Brochure Supplement (ADV Part 2B).

Advisor is not actively engaged in any other business; all of the business in which Mr. Spencer is engaged is described in Item 10 above and in the Brochure Supplement (ADV Part 2B).

Advisor does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

Neither Advisor nor any management personnel of Advisor have ever been involved in any of the following:

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

3. Any Bankruptcy petition.

Item 1- Cover Page

BROCHURE SUPPLEMENT

Jordan T. Spencer CFP®,
of
Vox Financial Planning LLC
6608 N. Western Ave. #1235
Oklahoma City, OK 73116
(405) 585-7393

January 20, 2024

This Brochure Supplement provides information about Jordan T. Spencer that supplements the Advisor Financial Planning LLC's Brochure. You should have received a copy of that Brochure. Please contact Jordan T. Spencer at (405) 585-7393 or info@voxfinancialplanning.com if you did not receive Advisor Financial Planning LLC Brochure or if you have any questions about the contents of this brochure supplement.

The information in this Brochure Supplement has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Jordan T. Spencer is available on the SEC's website at www.adviserinfo.sec.gov using Mr. Spencer's CRD No. 6902808.

Jordan T. Spencer CFP®

Born in 1987

Item 2- Educational Background and Business Experience

Mr. Spencer uses designations that are explained in further detail below:

CERTIFIED FINANCIAL PLANNER™ professional

An individual must fulfill the following requirements: •

CFP® Certification:

I am certified for financial planning services in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”). Therefore, I may refer to myself as a CERTIFIED FINANCIAL PLANNER™ professional or a CFP® professional, and I may use these and CFP Board’s other certification marks (the “CFP Board Certification Marks”). The CFP® certification is voluntary. No federal or state law or regulation requires financial planners to hold the CFP® certification. You may find more information about the CFP® certification at www.cfp.net.

CFP® professionals have met CFP Board’s high standards for education, examination, experience, and ethics. To become a CFP®. To attain the right to use the CFP® marks, an individual must satisfactorily fulfill the following requirements:

- Education – Earn a bachelor’s degree or higher from an accredited college or university and complete CFP Board-approved coursework at a college or university through a CFP Board Registered Program. The coursework covers the financial planning subject areas CFP Board has determined are necessary for the competent and professional delivery of financial planning services, as well as a comprehensive financial plan development capstone course. A candidate may satisfy some of the coursework requirement through other qualifying credentials.
- 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 6,000 hours of professional experience related to the personal financial planning process, or 4,000 hours of apprenticeship experience that meets additional requirements.
- Ethics— Satisfy the Fitness Standards for Candidates for CFP® Certification and Former CFP® Professionals Seeking Reinstatement and agree to be bound by CFP Board’s Code of Ethics and Standards of Conduct (“Code and Standards”), which sets forth 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

- Ethics— Commit to complying with CFP Board’s Code and Standards. This

includes a commitment to CFP Board, as part of the certification, to act as a fiduciary, and therefore, act in the best interests of the client, at all times when providing financial advice and financial planning. CFP Board may sanction a CFP® professional who does not abide by this commitment, but CFP Board does not guarantee a CFP® professional's services. A client who seeks a similar commitment should obtain a written engagement that includes a fiduciary obligation to the client; and

- Continuing Education— Complete 30 hours of continuing education every two years to maintain competence, demonstrate specified levels of knowledge, skills, and abilities, and keep up with developments in financial planning. Two of the hours must address the Code and Standards.

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.

Education:

BA, Government, American Politics and Policy, Patrick Henry College (2010)
Certified Financial Planner – CFP (2019)

Business Background:

February 2021 - Present, Vox Financial Planning LLC - Owner
January 2020 – Present, Magellan Federal– Financial Counselor
March 2016 Present, MassMutual Oklahoma – Agent
March 2018- May 2019, MML Investor Services - Registered Representative
January 2015 – March 2016, Oklahoma Corporation Commission - Aide to Commissioner Hiatt

Item 3- Disciplinary Information

Jordan T. Spencer has no legal or disciplinary events.

Item 4- Other Business Activities

Mr. Spencer works with Magellan Federal as a financial counselor for members of the National Guard and provides education on finance but not personalized investment advice. He spends approximately half his time in this endeavor during normal trading hours.

Item 5- Additional Compensation

Aside from the compensation that he receives from his contract with Magellan Federal, Mr. Spencer has no information to disclose in relation to this item.

Item 6 – Supervision-

Jordan T. Spencer is the Firm's principal and owner and serves in multiple capacities within the firm. The firm recognizes that not having all organizational duties segregated may potentially create a conflict of interest. However, the firm employs policies and procedures to ensure timely and accurate record keeping and supervision. Certain functions may be outsourced to assist in these efforts when necessary. If you have any questions, Jordan Spencer can be reached at (405)

585-7393.

Item 7- Requirements for State-Registered Advisors

State Registered Investment Advisors are required to make disclosures if their *Supervised Persons* have been involved in any of the events listed below. There is no information to disclose relating to Jordan

T. Spencer applicable to:

1. An award or otherwise being *found* liable in an arbitration claim alleging damages in excess of \$2,500, *involving* any of the following:
 - (f) an investment or an *investment-related* business or activity;
 - (g) fraud, false statement(s), or omissions;
 - (h) Theft, embezzlement, or other wrongful taking of property;
 - (i) Bribery, forgery, counterfeiting, or extortion; or
 - (j) Dishonest, unfair, or unethical practices.
2. An award or otherwise being *found* liable in a civil, *self-regulatory organization*, or administrative *proceeding involving* any of the following:
 - (k) An investment or an *investment-related* business or activity;
 - (l) Fraud, false statement(s), or omissions;
 - (m) Theft, embezzlement, or other wrongful taking of property;
 - (n) Bribery, forgery, counterfeiting, or extortion; or
 - (o) Dishonest, unfair, or unethical practices.
3. Any Bankruptcy petition.