



Quantum Leap Capital, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: April 24, 2025

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Quantum Leap Capital, LLC (“Quantum Leap Capital” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact the Advisor at (802) 448-2882 or by email at brendan@quantumleapcapital.com.

Quantum Leap Capital is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“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 through Quantum Leap Capital to assist you in determining whether to retain the Advisor.

Additional information about Quantum Leap Capital 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# 165310.

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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 Advisory Persons of Quantum Leap Capital.

Quantum Leap Capital believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Quantum Leap Capital 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 changes have been made to this Disclosure Brochure since the last annual amendment filing on April 26, 2024:

- The Advisor transitioned from a state-registered Advisor to an Advisor registered with the U.S. Securities and Exchange Commission ("SEC").
- The Advisor now offers Wealth Management Services. Please see Items 4 and 5 for additional information.
- The Advisor has amended its fees for Financial Planning services. Please see Item 5 for additional information.
- The Advisor now offers discretionary Investment Management Services. Please see Item 16 for additional information.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in 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 each Client annually and if a material change occurs in the business practices of Quantum Leap Capital.

At any time, 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# 165310. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (802) 448-2882.

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Item 4 – Advisory Services

A. Firm Information

Quantum Leap Capital, LLC (“Quantum Leap Capital” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission. The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of Vermont. Quantum Leap Capital was founded in August 2012 and is owned and operated by, William B. Walsh (Managing Member and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Quantum Leap Capital.

B. Advisory Services Offered

Quantum Leap Capital offers investment advisory services to individuals, high net worth individuals, trusts, and estates (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. Quantum Leap Capital’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

For Clients with over \$1,000,000 in assets under management with the Advisor, Quantum Leap Capital will provide Clients with wealth management services, which generally include a broad range of comprehensive financial planning and consulting services in connection with discretionary management of investment portfolios. For Clients with less than \$1,000,000 with the Advisor, the Advisor offers standalone investment management. These services are described below.

Quantum Leap Capital may provide Clients with wealth management services, which generally includes a broad range of comprehensive financial planning and consulting services in connection with discretionary management of investment portfolios. These services are described below.

Investment Management Services

Quantum Leap Capital provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and non-discretionary investment management and related advisory services. Quantum Leap Capital 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. Quantum Leap Capital 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 other types of investments from the Client’s legacy portfolio due to fit with the overall portfolio strategy, tax-related reasons, or other reasons as identified between the Advisor and the Client.

Quantum Leap Capital’s investment strategies are 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. Quantum Leap Capital 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.

Quantum Leap Capital evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Quantum Leap Capital may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Quantum Leap Capital 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.

Quantum Leap Capital 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 Quantum Leap Capital 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.

Retirement Accounts - When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Financial Planning Services

Quantum Leap Capital provides a variety of financial planning services to Clients, either as a component of wealth management or pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation through an ongoing relationship or a limited scope engagement, pursuant to the financial planning agreement. Clients may also request to have the Advisor implement the financial plan on a non-discretionary basis or have assets placed on an online investment management platform.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. The planning will include a detailed analysis of, and recommendations and advice on optimization of, cash flow, debt structure, insurance coverage, investment holdings, tax planning, retirement income planning, estate planning, and where appropriate, business planning. Additionally, planning may encompass one or more areas of need, including, but not limited to personal savings, education savings 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.

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

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.

Business Planning Services

Quantum Leap Capital also offers Business Planning Services, pursuant to a written business planning agreement. Services are offered in several areas, depending on their goals, objectives and financial situation. Generally, such consulting services will involve preparing a financial plan or rendering a 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 business planning, forecasting, business strategy, and reporting. A business consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. Quantum Leap Capital may also refer Clients to an accountant, attorney or another specialist, as appropriate for their unique situation.

Business consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for wealth management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the 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 execute the transaction through the Advisor.

C. Client Account Management

Prior to engaging Quantum Leap Capital 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 a Financial Plan – Quantum Leap Capital, in connection with the Client, will develop a financial plan targeted to achieve the Client's investment goals and objectives.
- Asset Allocation – Quantum Leap Capital, in accordance with the financial plan, will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance of risk for each Client.
- Portfolio Construction – Quantum Leap Capital, in accordance with the financial plan, will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Quantum Leap Capital, at the request of the Client, will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

Quantum Leap Capital does not manage or place Client assets into a wrap fee program.

E. Assets Under Management

As January 31, 2025, Quantum Leap Capital manages \$113,530,160 in assets, all of which are managed 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 one or more agreements with the Advisor.

A. Fees for Advisory Services

Wealth Management and Investment Management Services

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

Assets Under Management (\$)	Annual Rate (%)
\$0 - \$600,000	0.75%
\$600,001 - \$2,500,000	0.50%
\$2,500,001 - \$23,600,000	0.25%
Over \$23,600,000	0.125%

The investment 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 Quantum Leap Capital will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuation to ensure accurate billing.

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.

Financial Planning Services

Quantum Leap Capital offers financial planning services as described above. Standalone financial planning fees are generally charged on a fixed fee basis ranging from \$1,200 to \$25,000, which may be negotiable depending on the nature and complexity of each Client's circumstances. An estimate for total hours and/or total costs will be determined prior to establishing the advisory relationship. Clients may choose to engage the Advisor separately seeking an ad-hoc financial plan or amendments to an existing financial plan, the Advisor offers an hourly engagement for \$475 per hour.

The Advisor may also be engaged for ongoing planning support through a fee, payable monthly. Annual fees are at a fixed annual rate ranging from \$3,600 to \$25,000, which will be based on the complexity of the services, frequency of Client interactions and other factors. As mentioned in Item 4B above, the Advisor will not charge an extra fee to implement the financial plan.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Business Planning Services

Quantum Leap Capital offers financial planning services as described above. Business Planning Services are charged on a fixed fee basis ranging from \$300 to \$4,000 a month, which may be negotiable based on the complexity of the services, frequency of Client interactions, and other factors.

B. Fee Billing

Wealth Management and Investment Management Services

Wealth management and investment management 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 Quantum Leap Capital at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Quantum Leap Capital 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.

Financial Planning Services

Standalone financial planning fees are invoiced by the Advisor and are due upon receipt of the agreed upon deliverable. Fees for ongoing financial planning services are invoiced monthly and are due upon receipt.

Business Planning Services

Fees for Business Planning Services are invoiced monthly, in advance. Invoices for these services will be sent to Clients via email.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Quantum Leap Capital, 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, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments.

In addition, all fees paid to Quantum Leap Capital for planning 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 Quantum Leap Capital, but would not receive the services provided by Quantum Leap Capital 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 Quantum Leap Capital 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

Quantum Leap Capital may be compensated for its wealth management and investment management services in advance of the quarter in which services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory 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. Upon termination, 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 investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services

The Advisor is partially compensated for its standalone financial planning services in advance of the engagement. The ongoing financial consulting services are offered as a perpetual engagement. Ongoing planning agreements shall be perpetual in nature and will continue indefinitely, unless terminated by either the Advisor or the Client based on the financial planning or consulting agreement. Either party may terminate the planning agreement, at any time, by providing written notice to the other party. In addition, the Client may terminate the Client agreement within five (5) days of signing the Advisor's financial planning 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. Upon termination, the Advisor will refund any unearned, prepaid fees to the Client within two (2) business days of termination. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Business Planning Services

Either party may terminate the planning agreement, at any time, by providing written notice to the other party. In addition, the Client may terminate the Client agreement within five (5) days of signing the Advisor's business planning 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. Upon termination, the Advisor will refund any unearned, prepaid fees to the Client within two (2) business days of termination.

E. Compensation for Sales of Securities

Quantum Leap Capital does not buy or sell securities and does not receive any compensation for securities transactions in any Client account.

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

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

Quantum Leap Capital 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

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

Quantum Leap Capital generally requires a minimum relationship size of \$1,000,000 for Wealth Management services. Clients who do not meet the minimum relationship size may engage in standalone Investment Management and Financial Planning services.

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

A. Methods of Analysis

Quantum Leap Capital primarily performs analysis of the Clients financial situation through the review of Client assets and other information requested by the Advisor. The development of the plan also includes research and analysis 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.

As noted above, Quantum Leap Capital generally performs an analysis of Client situation and develops a plan consistent with their financial goals. Quantum Leap Capital may suggest Clients 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, Quantum Leap Capital may also suggest Clients 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. Quantum Leap Capital will assist Clients in determining an appropriate plan based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8.B. for risks associated with the Advisor's investment strategies as well as general risks of investing.

Each Client engagement will entail a detailed analysis of, and recommendations and advice on optimization of, cash flow, debt structure, insurance coverage, investment holdings, tax planning, retirement income planning,

estate planning, and where appropriate, business planning. 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 plan 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 plan construction process. The following are some of the investment risks to consider:

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.

Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

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.

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 Quantum Leap Capital or any of its management persons. Quantum Leap Capital values the trust you place in the Advisor. The Advisor encourages you to perform the requisite due diligence on any advisor or service provider with whom you engage. The backgrounds of the Advisor and its management 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# 165310.

Item 10 – Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

The Advisor also serves as a licensed insurance agency, and as such, may offer insurance products on a commission basis. The Advisor shall generally introduce the Client to an unaffiliated insurance agency to manage the insurance process. The Advisor shall receive a portion of the insurance commission earned by the unaffiliated insurance agency. No client shall be under any obligation to purchase any insurance products from the Advisor or such introduced insurance agency. The recommendation by an Advisory Person that a Client purchase an insurance product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than based on a particular Client's need. Clients are reminded that they remain free to purchase insurance products through other insurance agencies.

Real Estate

Mr. Walsh is a licensed real estate agent. Mr. Walsh may receive additional compensation for any real estate recommendation or for the referral to another real estate agent. This practice presents a conflict of interest for the referral. This conflict is mitigated, given that Mr. Walsh will not receive additional remuneration if the recommendation is a part of the Client's financial plan developed by the Advisor. Clients are under no obligation to purchase any real estate recommended by Mr. Walsh or the Advisor. Mr. Walsh spends less than 10% of his time during trading hours.

Taxation Representation PLLC

Quantum Leap Capital is affiliated, through common control, with Taxation Representation PLLC. Mr. Walsh serves as an owner of Taxation Representation PLLC, and offers tax preparation and resolution services through Taxation Representation PLLC. These services provided by Taxation Representation PLLC are separate and distinct from the advisory services provided by Quantum Leap Capital. The Advisor may recommend that Clients engage Taxation Representation PLLC for these services, which creates a conflict of interest, as Mr. Walsh may receive additional compensation from Clients who engage with Taxation Representation PLLC for its tax preparation and resolution services. Clients are under no obligation to utilize the services offered by Taxation Representation PLLC

Law Office of Brendan Walsh

Quantum Leap Capital is affiliated, through common control, with the Law Office of Brendan Walsh. Mr. Walsh is an attorney licensed in the State of California, and serves as the owner of the Law Office of Brendan Walsh. Mr. Walsh offers legal advice and services through the Law Office of Brendan Walsh. These services provided by the Law Office of Brendan Walsh are separate and distinct from the advisory services provided by Quantum Leap Capital. The Advisor may recommend that Clients engage the Law Office of Brendan Walsh for these services, which creates a conflict of interest, as Mr. Walsh may receive additional compensation from Clients who engage with the Law Office of Brendan Walsh for its legal services. Clients are under no obligation to utilize the services offered by the Law Office of Brendan Walsh.

In the provision of tax and financial planning advice and services through Quantum Leap Capital, Mr. Walsh does not act as your attorney, and the advice and service he provides to clients of Quantum Leap Capital does not constitute legal advice. Accordingly, it is important to note that the privileges of an attorney client relationship do not exist in his provision of these other services, including the protection of client confidences, prohibitions against representation of persons with conflicting interests, and obligations of a lawyer to maintain professional independence. These protections do not apply to the provision of any law-related services.

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

A. Code of Ethics

Quantum Leap Capital has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all Supervised Persons associated with Quantum Leap Capital ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duty to the Client. Quantum Leap Capital owes a duty of loyalty, fairness and good faith

towards each Client. It is the obligation of Quantum Leap Capital 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 ethics and conflicts of interest of those subject to Quantum Leap Capital's compliance program ("Supervised Persons"). To request a copy of Code of Ethics, please contact the Advisor at (802) 448-2882.

B. Personal Trading with Material Interest

Quantum Leap Capital allows Supervised Persons to purchase or sale of the same securities the same securities that may be recommended to and purchased on behalf of Clients. Quantum Leap Capital 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. Quantum Leap Capital does not have a material interest in any securities traded in Client accounts

C. Personal Trading in Same Securities as Clients

Quantum Leap Capital allows Supervised Persons to purchase or sale of the same securities the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that is recommended (purchase or sell) to you presents a conflict of interest that, as fiduciaries, must be disclosed and mitigated through policies and procedures. As noted above, the Advisor has adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Quantum Leap Capital 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 Quantum Leap Capital 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.

In addition, the Code governs Gifts and Entertainment given by and provided to the Advisor, outside employment activities of Supervised Persons, Supervised Person reporting, sanctions for violations of the Code, and records retention requirements for various aspects of the Code.

D. Personal Trading at Same Time as Client

While Quantum Leap Capital allows Supervised Persons to purchase or sell of the same securities 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 Quantum Leap Capital nor its Supervised Persons transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Quantum Leap Capital 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 Quantum Leap Capital to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Quantum Leap Capital does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Quantum Leap Capital does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost from the Advisor associated with using a custodian not recommended by Quantum Leap Capital. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Quantum Leap Capital 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.

Quantum Leap Capital will recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified

custodian". Quantum Leap Capital maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits (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 the broker-dealer/custodian in exchange for research and other services. **Quantum Leap Capital 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 - Quantum Leap Capital does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - Clients who elect to have Quantum Leap Capital effect trades, are serviced on a "directed brokerage basis", where Quantum Leap Capital 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] at the Custodian. 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]). Quantum Leap Capital 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 Advisor does not block or aggregate trades, as trades are executed upon request of the Client.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by William B. Walsh, Chief Compliance Officer of Quantum Leap Capital. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

Financial planning Clients may request a review/update of their financial plan under separate agreement and arrangement with Quantum Leap. Clients may be charged an additional fee for updates to a financial plan. The Client is encouraged to notify Quantum Leap 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.

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 Quantum Leap Capital 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 Quantum Leap Capital

Quantum Leap Capital is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Quantum Leap Capital does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Quantum Leap Capital may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Quantum Leap Capital may receive non-compensated referrals of new Clients from various third-parties.

B. Compensation for Client Referrals

Quantum Leap Capital does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Item 15 – Custody

Quantum Leap Capital does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Quantum Leap Capital to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Quantum Leap Capital to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

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

Pursuant to the executed advisory agreement, Quantum Leap Capital may have 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 Quantum Leap Capital. 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 Quantum Leap Capital will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Quantum Leap Capital 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 Quantum Leap Capital, nor its management, have any adverse financial situations that would reasonably impair the ability of Quantum Leap Capital to meet all obligations to its Clients. Neither Quantum Leap Capital, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Quantum Leap Capital is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$500 or more for services to be performed six months or more in advance.



Form ADV Part 2B – Brochure Supplement

for

William B. Walsh, CFP[®], EA[®]
Managing Member and Chief Compliance Officer

Effective: April 24, 2025

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of William B. Walsh (CRD# 3049060) in addition to the information contained in the Quantum Leap Capital, LLC (“Quantum Leap Capital” or the “Advisor”) (CRD # 165310) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Quantum Leap Capital Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (802) 448-2882.

Additional information about Mr. Walsh 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# 3049060.

Item 2 – Educational Background and Business Experience

William B. Walsh, CFP®, EA® born in 1969, is dedicated to advising Clients of Quantum Leap Capital in his role as the Managing Member and Chief Compliance Officer. Mr. Walsh earned a Bachelor of Arts from SUNY New Paltz in 1992. Additional information regarding Mr. Walsh's employment history is included below.

Employment History:

Managing Member and Chief Compliance Officer, Quantum Leap Capital, LLC	01/2013 to Present
Financial Advisor, Ameriprise Financial	07/1999 to 01/2013

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, administered in 10 hours over a two-day period, 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.

Enrolled Agent™ (“EA®”)

An Enrolled Agent™ (EA®) is a federally-authorized tax practitioner who has technical expertise in the field of taxation and who is empowered by the U.S. Department of the Treasury to represent taxpayers before all administrative levels—examination, collection, and appeals—of the Internal Revenue Service. In addition to taxpayer representation, Enrolled Agents™ often provide tax consultation services and prepare a wide range of federal and state tax returns.

Item 3 – Disciplinary Information

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

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. Walsh.*** The Advisor encourages you to independently view the background of Mr. Walsh on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 3049060.

Item 4 – Other Business Activities

Insurance Agency Affiliations

Mr. Walsh also serves as a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Walsh’s role with Quantum Leap Capital. As an insurance professional, Mr. Walsh will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Walsh is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset financial planning 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. Walsh or the Advisor.

Real Estate

Mr. Walsh is a licensed real estate agent. Mr. Walsh may receive additional compensation for any real estate recommendation or for the referral to another real estate agent. This practice presents a conflict of interest for the referral. This conflict is mitigated, given that Mr. Walsh will not receive additional remuneration if the recommendation is a part of the Client’s financial plan developed by the Advisor. Clients are under no obligation to purchase any real estate recommended by Mr. Walsh or the Advisor. Mr. Walsh spends less than 10% of his time during trading hours.

Taxation Representation PLLC

Mr. Walsh offers tax preparation and resolution services through Taxation Representation PLLC. Taxation Representation PLLC is solely owned by Mr. Walsh. These activities are separate and distinct business from Quantum Leap Capital. Mr. Walsh spends less than 10% of his time per month in this capacity.

Law Office of Brendan Walsh

Mr. Walsh offers legal advice and services through the Law Office of Brendan Walsh. Mr. Walsh is an attorney licensed in the State of California, and serves as the sole owner of the Law Office of Brendan Walsh. These activities are separate and distinct from Quantum Leap Capital. Mr. Walsh spends less than 10% of his time per month in this capacity.

In the provision of tax and financial planning advice and services through Quantum Leap Capital, Mr. Walsh does not act as your attorney, and the advice and service he provides to clients of Quantum Leap Capital does not constitute legal advice. Accordingly, it is important to note that the privileges of an attorney client relationship do not exist in his provision of these other services, including the protection of client confidences, prohibitions against

representation of persons with conflicting interests, and obligations of a lawyer to maintain professional independence. These protections do not apply to the provision of any law-related services.

Item 5 – Additional Compensation

Mr. Walsh has additional business activities where compensation is received. These business activities are detailed Item 4 above.

Item 6 – Supervision

Mr. Walsh serves as the Managing Member and Chief Compliance Officer of Quantum Leap Capital. Mr. Walsh can be reached at (802) 448-2882.

Quantum Leap Capital has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Quantum Leap Capital. Further, Quantum Leap Capital is subject to regulatory oversight by various agencies. These agencies require registration by Quantum Leap Capital and its Supervised Persons. As a registered entity, Quantum Leap Capital is subject to examinations by regulators, which may be announced or unannounced. Quantum Leap Capital 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.



Form ADV Part 2B – Brochure Supplement

for

**Alison J. Davis
Financial Advisor**

Effective: April 24, 2025

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Alison J. Davis (CRD# 6911640) in addition to the information contained in the Quantum Leap Capital, LLC (“Quantum Leap Capital” or the “Advisor”, CRD# 165310) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Quantum Leap Capital Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (802) 448-2882 or by email at brendan@quantumleapcapital.com.

Additional information about Ms. Davis is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 6911640.

Item 2 – Educational Background and Business Experience

Alison J. Davis, born in 1981, is a Financial Advisor for Quantum Leap Capital. Ms. Davis earned a Bachelors of Fine Arts degree from Keene State College in 2004. Additional information regarding Ms. Davis's employment history is included below.

Employment History:

Financial Advisor, Quantum Leap Capital, LLC	01/2018 to Present
Branch Manager, Mount Family Group Ltd. dba Westaff Workforce Solutions	11/2005 to 01/2018

Item 3 – Disciplinary Information

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

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 Ms. Davis.**

The Advisor encourages you to independently view the background of Ms. Davis on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 6911640.

Item 4 – Other Business Activities

Insurance Agency Affiliations

Ms. Davis is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Ms. Davis's role with Quantum Leap Capital. As an insurance professional, Ms. Davis will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Ms. Davis 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 Ms. Davis or the Advisor.

Item 5 – Additional Compensation

Ms. Davis has additional business activities wherein compensation is received that are detailed in Item 4 above.

Item 6 – Supervision

Ms. Davis serves as a Financial Advisor of Quantum Leap Capital and is supervised by William Walsh, the Chief Compliance Officer. Mr. Walsh can be reached at (802) 448-2882.

Quantum Leap Capital has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Quantum Leap Capital. Further, Quantum Leap Capital is subject to regulatory oversight by various agencies. These agencies require registration by Quantum Leap Capital and its Supervised Persons. As a registered entity, Quantum Leap Capital is subject to examinations by regulators, which may be announced or unannounced. Quantum Leap Capital 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.



Form ADV Part 2B – Brochure Supplement

for

**Deirdre M. Keenan
Financial Advisor**

Effective: April 24, 2025

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Deirdre M. Keenan (CRD# 7646199) in addition to the information contained in the Quantum Leap Capital, LLC (“Quantum Leap Capital” or the “Advisor”, CRD# 165310) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Quantum Leap Capital Disclosure Brochure or this Brochure Supplement, please contact us at (802) 448-2882 or by email at brendan@quantumleapcapital.com.

Additional information about Ms. Keenan is available on the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 7646199.

Item 2 – Educational Background and Business Experience

Deirdre M. Keenan, born in 1989, is dedicated to advising Clients of Quantum Leap Capital as a Financial Advisor. Ms. Keenan earned an Associates of Arts Degree from Rockland Community College in 2010. Additional information regarding Ms. Keenan's employment history is included below.

Employment History:

Financial Advisor, Quantum Leap Capital, LLC	09/2022 to Present
Barback, Manhattan Pizza and Sub	03/2022 to 09/2022
Operations Coordinator/ Education Assistant, The Flynn	09/2019 to 03/2022
Gift Processor, St John's University	11/2013 to 8/2019
Medical Scribe, Pediatric Ophthalmic Consultants	6/2012 to 11/2013

Item 3 – Disciplinary Information

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

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 Ms. Keenan.***

However, we do encourage you to independently view the background of Ms. Keenan on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with her full name or her Individual CRD# 7646199.

Item 4 – Other Business Activities

Ms. Keenan is dedicated to the investment advisory activities of Quantum Leap Capital's Clients. Ms. Keenan does not have any other business activities.

Item 5 – Additional Compensation

Ms. Keenan is dedicated to the investment advisory activities of Quantum Leap Capital's Clients. Ms. Keenan does not receive any additional forms of compensation.

Item 6 – Supervision

Ms. Keenan serves as a Financial Advisor of Quantum Leap Capital and is supervised by William Walsh, the Chief Compliance Officer. Mr. Walsh can be reached at (802) 448-2882.

Quantum Leap Capital has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Quantum Leap Capital. Further, Quantum Leap Capital is subject to regulatory oversight by various agencies. These agencies require registration by Quantum Leap Capital and its Supervised Persons. As a registered entity, Quantum Leap Capital is subject to examinations by regulators, which may be announced or unannounced. Quantum Leap Capital 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 Date: April 24, 2025

Our Commitment to You

Quantum Leap Capital, LLC (“Quantum Leap Capital” 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. Quantum Leap Capital (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.

Quantum Leap Capital 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?

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 Quantum Leap Capital 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 Quantum Leap Capital 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 Quantum Leap Capital 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 (802) 448-2882.