

Prestige Wealth Management Group, LLC

Wrap Fee Investment Program

31 State Route 12
Flemington, New Jersey 08822

A SEC Registered Advisory Firm¹

FIRM BROCHURE, JULY 2011

This brochure provides information about the qualifications and business practices of Prestige Wealth Management Group, LLC (“Prestige Wealth”). If you have any questions about the content of this brochure, please contact us at (908) 782-0001 and/or www.prestigewmg.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.

¹ SEC or State registration does not and should not imply any certain level of skill or training.

TABLE OF CONTENTS

Service, Fees and Compensation.....	3
Account Requirements and Types of Clients	7
Portfolio Manager Selection and Evaluation	8
Client Information provided to Portfolio Managers.....	9
Client Contact with Portfolio Managers	9
Additional Information	9-11

SERVICE, FEES AND COMPENSATION

Wrap Fee Investment Program:

The wrap fee investment program (the “Program”) sponsored by Prestige Wealth is a fee-based account that enables a Program participant to develop an investment portfolio, consistent with the participant’s investment objective(s). Under the Program, a participant shall authorize Prestige Wealth to allocate his/her/their/its investment assets, on a discretionary basis, among various investments (primarily including individual equity, mutual funds, ETFs and fixed income securities), consistent with the participant’s investment objective(s).

Under the Program, the participant shall receive both investment advisory services and the execution of brokerage transactions for a single specified fee. Participation in the Program may cost more or less than purchasing such services separately. In addition, the fees charged by Prestige Wealth for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

Program Advisory Fee:

Prestige Wealth's Wrap Program Advisory fee (“Program Advisory Fees”) for Wrap Program accounts managed by Prestige Wealth is based upon a percentage of assets under management (net of any debit balances) and the standard fee is up to 2.5 % of assets under management.

Prestige Wealth’s Program Advisory Fees shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. Prestige Wealth’s actual fees may be negotiated and a client may pay more or less than similar clients depending on the particular circumstances of the client, which may include considerations related to size of the client’s account, additional and/or differing levels of service or as negotiated. Clients that negotiate fees may end up paying a higher fee than that set forth in the fee schedules above as a result of fluctuations in the client’s assets under management and/or account performance.

In addition to Prestige Wealth’s investment management fee, the client will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses). The specific charges are identified in the Prospectus or other like document that is provided separately to the client. The client may also incur mark-up or mark-down fees assessed by broker-dealers on certain transactions. Any such fees, if applicable, are identified on the transaction confirmations provided by the broker-dealer custodian.

Asset management services may be provided through accounts at a custodian selected by Prestige Wealth or a custodian selected by the client (contingent upon the approval of Prestige Wealth). The client’s qualified custodian will maintain actual custody of all client funds and securities.

Other Terms & Conditions:

The client will be required to enter into a formal *Program Agreement* with Prestige Wealth setting forth the terms and conditions under which Prestige Wealth shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian. Both Prestige Wealth's *Program Agreement* and the custodial/clearing agreement authorize the custodian to debit the account for the amount of Prestige Wealth's Investment Advisory Fee and to directly remit that management fee to Prestige Wealth. The *Program Agreement* between Prestige Wealth and the client will continue in effect until terminated by either party. In the event the client terminates Prestige Wealth's services, the balance of any unearned fee, if any, shall be refunded to the client.

Research and Other Soft Dollar Benefits:

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Prestige Wealth may receive from a broker-dealer/custodian (or a mutual fund company), without cost (and/or at a discount) support services and/or products, certain of which assist Prestige Wealth to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by the Prestige Wealth may be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Prestige Wealth in furtherance of its investment advisory business operations.

As indicated above, certain of the support services and/or products that *may* be received assist Prestige Wealth in managing and administering client accounts. Others do not directly provide such assistance, but rather assist Prestige Wealth to manage and further develop its business enterprise.

Prestige Wealth's clients do not pay more for investment transactions effected and/or assets maintained at a particular broker-dealer/custodian as a result of this arrangement. There is no corresponding commitment made by Prestige Wealth to any particular broker-dealer/custodian or to any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Brokerage for Client Referrals:

Prestige Wealth does not currently receive client referrals from or participate in any such referral program with any broker-dealer custodian.

Directed Brokerage:

The client may direct Prestige Wealth to use a particular broker-dealer (subject to Prestige Wealth's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such event, the client will negotiate terms and arrangements for the account with that broker-dealer, and Prestige Wealth will be unable to seek better execution services or prices from other broker-dealers or be able to "bunch" the client's transactions with orders for other client's accounts managed by Prestige Wealth. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Prestige Wealth seeks to execute orders for its clients fairly and equitably. Prestige Wealth follows written procedures pursuant to which it may, and to the extent consistent with Best Execution, combine purchase or sale orders for the same security for multiple clients (sometimes called "***bunching***") so that they can be executed at the same time. The procedures for bunching trades may differ depending on the particular strategy or type of investment. Prestige Wealth is not required to bunch or aggregate orders if it determines that bunching or aggregating is not practical.

When client orders are bunched by Prestige Wealth, the order will be placed with the broker-dealer custodian for execution. When a bunched order is completely filled, Prestige Wealth generally will allocate the securities purchased or proceeds of sale among participating accounts based on the purchase or sale order. Adjustments or changes may be made by Prestige Wealth under certain circumstances, such as to avoid odd lots or excessively small allocations. If the bunched order is filled at different prices, through multiple trades, generally all such participating accounts will receive the average price. When a bunched order is partially filled, Prestige Wealth's procedures provide that the securities are to be allocated in a manner deemed fair and equitable to clients.

ACCOUNT REQUIREMENTS and TYPES OF CLIENTS

Prestige Wealth provides investment advisory services to the following clients:

- Individuals and High Net Worth Individuals;
- Trusts, Estates, Charitable Organizations;
- Corporations, Pension Plans & 401(k)

Prestige Wealth does not generally require a minimum account size for participation in the Program. Prestige Wealth is the only portfolio manager of the Program.

PORFOLIO MANAGER SELECTION and EVALUATION

As stated previously, Prestige Wealth is the only portfolio manager in this Program.

a) Advisory/Investment Management Services:

Prestige Wealth generally provides investment management services on a discretionary basis according to the investment objectives of the client. Depending on the risk tolerance and investment objectives of the client, we provide a variety of investment models ranging from aggressive growth (generally all equity focused) to income with capital preservation (generally fixed income instruments). Prestige Wealth will invest client's accounts in certain percentages amongst numerous asset classes (e.g. stocks, corporate and government bonds, ETFs, mutual funds, managed futures and alternate investments) in order to maximize investment returns while achieving lower volatility within pre-determined risk parameters.

b) Performance Based Fees and Side by Side Management:

Prestige Wealth does not currently charge performance fees or receive any compensation based upon the capital appreciation within clients' accounts.

c) Methods of Analysis, Investment Strategies and Risk of Loss:

Prestige Wealth will invest client's accounts in certain percentages amongst numerous asset classes (e.g. stocks, corporate and government bonds, ETFs, mutual funds and alternate investments) in order to maximize client's investment returns while achieving lower volatility within pre-determined risk parameters.

Prestige Wealth does not guarantee the future performance of any account or any specific level of performance, the success of any investment decision or strategy that Prestige Wealth may use, or the success of Prestige Wealth's overall investment management. All investment decisions are subject to various markets, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify Prestige Wealth if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising Prestige Wealth's previous recommendations and/or services.

d) Voting Client Securities:

Prestige Wealth does not vote client proxies. Prestige Wealth's clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets. Prestige Wealth and the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets.

With respect to shareholder class action litigation and similar matters, Prestige Wealth generally will not make any filings in connection with any shareholder class action lawsuits involving securities currently or previously held in clients' accounts. Prestige Wealth recommends that its clients promptly review these materials, as they identify important deadlines and may require action on the client's part. Prestige Wealth will not be required to notify third party custodians or clients who utilize third party custodians of shareholder class action lawsuits and similar matters.

CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS

Prestige Wealth is the only Portfolio Manager within the Program. As a result, no client information is provided to any other Portfolio Manager.

CLIENT CONTACT WITH PORTFOLIO MANAGERS

Prestige Wealth is the only Portfolio Manager within the Program. As a result, clients have continual contact with the Portfolio Manager.

ADDITIONAL INFORMATION

a) Disclosure Information:

Prestige Wealth and its personnel have not been convicted, pled guilty or nolo contendere ("no contest"), been named, charged or been the subject of any order or judgment by any court of competent jurisdictions, SEC or any Self Regulatory Organization (e.g., FINRA) for the any of the following offenses:

- investments or investment related business;
- fraud, false statements or omissions;
- violation of any investment related statute or regulation or SRO rules;
- wrongful taking of property, bribery, perjury, forgery, counterfeiting;
- extortion or conspiracy to commit any of these offenses.

In addition, Prestige Wealth and its personnel are not the subject of any pending matters in connection with any of the above-identified offenses.

b) Other Financial Industry Affiliations:

Prestige Wealth's principals, Roy Williams and Steve Linden, own Prestige Wealth Accounting Group, LLC. Prestige Accounting provides tax preparation and accounting services, including bookkeeping, general ledger and financial statement preparation and IRS representation. Prestige Accounting may provide these services to Prestige Wealth's clients and will be compensated separate and apart from Prestige Wealth's advisory fees.

Licensed Insurance Representatives:

Prestige Wealth's Advisory Affiliates, in their individual capacities, are licensed insurance producers and may recommend the purchase of certain insurance products to its clients. Although Prestige Wealth does not sell insurance products, it permits its Advisory Affiliates as licensed insurance producers, to sell insurance products to its investment advisory clients. A conflict of interest exists to the extent that Prestige Wealth's Advisory Affiliates recommend the purchase of insurance products and receive insurance commissions or additional compensation as a result. Such conflict is disclosed at time of sale and in this Brochure to the client.

Registered Representatives:

Prestige Wealth's Advisory Affiliates, in their individual capacities are registered representatives of an SEC registered, FINRA Member broker-dealer firm. Brokerage commissions may be charged to effect securities transactions and thereafter, a portion of these commissions may be paid to Prestige Wealth's Advisory Affiliates. Prior to effecting any transactions, the client will be required to enter directly into an account agreement with the broker-dealer. The brokerage commissions charged may be higher or lower than those charged by other broker-dealers. In addition, certain of the Prestige Wealth's Advisory Affiliates may also receive additional ongoing 12b-1 fees from mutual fund companies.

A conflict of interest exists to the extent that Prestige Wealth recommends the purchase of securities wherein its Advisory Affiliates receive commissions or other compensation as a result of such recommendations.

c) Code of Ethics, Participation in Client Transactions and Personal Trading:

Prestige Wealth or related persons may own an interest in, or buy and sell for their own account, the same securities that may also be held, purchased or sold in client accounts. In all cases, clients' orders are given priority. In no case shall the adviser or associate receive a better price or more favorable circumstance than a client. In some cases the adviser may buy or sell a specific security for their own account, which the adviser does not consider appropriate for client accounts.

Prestige Wealth has implemented an investment policy relative to personal securities transactions. This investment policy is part of Prestige Wealth's overall Code of Ethics which serves to establish a standard of business conduct for all of Prestige Wealth's Associated Persons that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Prestige Wealth also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Prestige Wealth or any person associated with Prestige Wealth.

Prestige Wealth has adopted procedures to implement the firm's policy on personal securities transactions and reviews to monitor and ensure the firm's policy is observed, implemented properly and amended or updated, as appropriate.

d) Review of Accounts:

Account reviews are conducted on an ongoing basis by Prestige Wealth's Principal or designee. All investment management clients are required to discuss with Prestige Wealth their investment objectives, needs and goals and to keep him informed of any changes. All clients are encouraged to meet at least annually with the Prestige Wealth to comprehensively review financial planning issues, including investment objectives and performance.

e) Client Referrals and Other Compensation:

Prestige Wealth does not currently maintain or entered into any Solicitor Agreements or other client referral arrangements. Prestige Wealth does not receive any other compensation

f) Financial Information:

Based upon Prestige Wealth's business practices, use of a qualified custodian and advisory fee procedures, the SEC does not require the disclosure of financial information. Please be advised that there are no known financial conditions that would impair Prestige Wealth's ability to meet contractual commitments to clients.