

1st Worldwide Advisors, LLC

6030 Bethelview Road, Suite 102

Cumming, GA 30040

(732) 924-4100

March 23, 2011

This Brochure provides information about the qualifications and business practices of 1st Worldwide Advisors, LLC. If you have any questions about the contents of this Brochure, please contact us at (732) 924-4100. 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.

1st Worldwide Advisors, LLC is a Registered Investment Adviser. Registration of an Investment Adviser does not imply any level of skill or training. This Brochure is intended, in part, to provide information which can be used to make a determination to hire or retain an Adviser.

Additional information about 1st Worldwide Financial Partners also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

On July 28, 2010, the United State Securities and Exchange Commission published “Amendments to Form ADV” which amends the disclosure document that we provide to clients as required by SEC Rules. This Brochure is a new document prepared according to the SEC’s new requirements and rules. As such, this document is materially different in structure and requires certain new information that our previous brochure did not require. In the future, this Item will discuss only specific material changes that are made to the Brochure and provide clients with a summary of such changes. We will also reference the date of our last annual update of our brochure.

In the past we have offered or delivered information about our qualifications and business practices to clients at least annually. Pursuant to new SEC Rules, we will ensure that you receive a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our business’ fiscal year. We may further provide other ongoing disclosure information about material changes as necessary.

We will provide you with a new Brochure as necessary based on changes or new information, at any time, without charge. Our Brochure may be requested by contacting John Mahoney, Chief Executive Officer, at the numbers above.

Additional information about 1st Worldwide Advisors, LLC is also available via the SEC’s website www.adviserinfo.sec.gov. The SEC’s website provides information about any persons affiliated with 1st Worldwide Advisors, LLC who are registered, or are required to be registered, as investment adviser representatives of 1st Worldwide Advisors, LLC.

Item 3 -Table of Contents

Item 1 – Cover Page	i
Item 2 – Material Changes	ii
Item 3 -Table of Contents	iii
Item 4 – Advisory Business	1
Item 5 – Fees and Compensation	4
Item 6 – Performance-Based Fees and Side-By-Side Management	6
Item 7 – Types of Clients	7
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.....	7
Item 9 – Disciplinary Information	8
Item 10 – Other Financial Industry Activities and Affiliations	8
Item 11 – Code of Ethics	8
Item 12 – Brokerage Practices	9
Item 13 – Review of Accounts.....	10
Item 14 – Client Referrals and Other Compensation.....	11
Item 15 – Custody	11
Item 16 – Investment Discretion	11
Item 17 – Voting Client Securities.....	11
Item 18 – Financial Information.....	11
Item 19 – Requirements for State-Registered Advisers.....	11
Privacy Policy	12

Item 4 – Advisory Business

1st Worldwide Advisors, LLC (“1WFA”) was established in 2004 and approved as a Registered Investment Adviser in January of 2005. John Mahoney is its CEO, Founder, and 45% owner. Donald Donahue is also a shareholder and has a 37% ownership. Please refer to item 10 for more information on 1st Worldwide Financial Partners, which is an affiliated Broker/Dealer and under common control.

Currently, the following advisory services are offered to clients:

- I. 1st Worldwide Advisory Services (WAS)
 - a. Traditional Advisory Accounts at Pershing, LLC
 - b. Accounts held at other Custodians
- II. 1st Worldwide Sub-Advisory Services (WSS)
- III. 1st Worldwide Consulting Program (WCP)
- IV. Financial Planning

I. 1st Worldwide Advisory Services (WAS): 1st Worldwide Advisors (the Firm or Company) provides Investment Supervisory Services, defined as giving continuous advice based on the client’s individual needs. Through personal discussions in which goals and objectives based upon the client’s personal objectives are established, the firm will develop a personal investment policy based upon an investment objective questionnaire and manage the portfolio according to the criteria. Accounts may be managed on a discretionary or non-discretionary basis. Account supervision is managed by the stated objectives of the client (i.e. capital appreciation, growth, income or growth and income).

a. Traditional Advisory Accounts at Pershing LLC: One program offered by 1WFA requires that the client maintain an account or accounts at Bank of New York Mellon Corporation’s Pershing LLC brokerage division with 1st Worldwide Financial Partners as the Fully Disclosed Introducing Broker Dealer. 1WFA acknowledges and accepts its fiduciary responsibility to each client and its duty to determine whether a managed account is a suitable vehicle for each client and whether the strategy and/or manager selected are suitable for each client considering such factors as the client’s risk tolerance and investment objectives. 1WFA’s advisory representatives (“Advisors”) will assist suitable clients in setting up accounts with the wrap fee programs available through the platforms offered by Pershing. Pershing shall be responsible for or shall take all steps necessary to implement the platforms selected by each client. Generally under this Program, 1WFA recommends that the client allocate their investment assets primarily into various mutual funds and exchange traded funds (ETF’s), along with high quality individual fixed income and large cap equity securities, according to the client’s investment objectives and risk tolerance. Also, other managers may be selected on the Pershing Platform. The accounts are supervised and managed on a continuous and regular basis. For fee based accounts in this program, sales charges for the purchase of mutual funds and sales commissions for the purchase and sale of securities are included as part of the program and therefore do not apply. Pershing LLC however does charge brokerage transaction based fees or “ticket charges” that vary by security and type of transaction and may be passed to the client. Additionally, 1WFA may be charged an administrative fee by Pershing to cover expenses associated with the administration of the program. This fee will be paid by 1WFA to Pershing and will not be charged back to the client. However, there are no commissions charged on transactions occurring within managed accounts, as the wrap fee assessed to those accounts is an all-inclusive fee.

Because of these transaction fees, the Advisor is careful to limit the number and frequency of transactions consistent with the best interest of the client. In situations whereby 1WFA or the Advisor absorbs the ticket charge, this could pose a conflict as the Advisor may not trade as frequent in the account.

b. Accounts held at other Custodians: 1WFA may also offer *continuous, regular supervision and management* of assets within client account/s held at other custodians or brokerage firms. These include separate managed accounts and/or retirement (401K and 403b) accounts. The account/s are supervised and managed on a continuous and regular basis. Ongoing reviews include analytical analysis of the account/s as well as performance information compared to benchmarks consistent with the client's risk tolerance, objectives and specifications.

II. 1st Worldwide Sub-Advisory Services (WSS): The Firm also will act as sub advisor for accounts of other Registered Investment Advisors (the Advisor). The firm is responsible for the investment and reinvestment of those assets per the instruction of the other Advisor. These services are specifically limited to the management of the assets and do not include financial planning or any other related or unrelated services.

The Advisor will be responsible for forwarding Advisor and/or client directions, notices and instructions to the firm, which shall be effective upon receipt by the firm. The firm shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes thereto.

The Adviser shall provide information and/or documentation to the Firm relative to their respective client's (Adviser client's) investment objective(s). The Firm cannot adequately perform its services unless the Adviser and the Adviser's client each perform their responsibilities applicable to the Investment Advisory Agreement between the Adviser and the client. The Adviser will be responsible for forwarding Adviser and/or Adviser's client directions, notices, and instructions to the firm, which shall be effective upon receipt by the respective Adviser. The firm shall not be required to verify any information and/or directions obtained from the Adviser, Adviser's client, client's attorney, accountant or other professional and is expressly authorized to rely thereon until it has been duly advised in writing of changes thereto.

The Adviser is responsible for determining each client's financial situation and investment objectives, formulating the client's investment program, and directing the firm to manage the client's assets according to the firm's stated investment program. The Adviser is responsible for determining the suitability of recommending the firm to the client.

III. 1st Worldwide Consulting Program (WCP): Selected Registered Investment Advisors are evaluated by the firm for client use. WCP services may include assisting clients in identifying their investment objectives and matching personal and financial data with a select list of investment advisors that meets the WCP minimum quantitative and qualitative criteria. The intent of the program is to have a selected list of high quality and recognizable investment management firms from which a client selects one or more managers to handle the day-to-day management of the client's account(s). Following such recommendations, client will have final authority to select an advisor. The firm may assist the client in completing appropriate documents. Following selection of such advisor, the firm will have a member of the investment committee approve the appropriateness of such investment.

Advisors selected for use by clients under the WCP program need to meet several quantitative and qualitative criteria. Among these criteria that may be considered may be the manager's experience, assets under management, performance record, client retention, the level of client services provided, investment style, buy and sell disciplines, capitalization level and the general investment process. Prior to selection, all managers are interviewed by a member of the investment committee. Each client must have a profile that matches the advisors stated objectives.

An advisor relationship may be terminated at the client's discretion. The firm may at any time terminate the relationship with an advisor that manages clients' assets. The firm will provide notifications to clients that have invested with any advisor that the firm has terminated its relationship. The firm will not conduct on-going supervisory reviews following such termination.

Factors involved in the termination of an advisor may include a failure to adhere to management style or clients' objectives, a material change in the professional staff of the advisor, unexplained poor performance, and dispersions of client account performance or the firm's decision to no longer include the advisor on its list of WCP managers.

Clients are advised and should understand that:

- An advisor's past performance is no guarantee of future results;
- There is a certain market and/or interest rate risk which may adversely affect any advisor's objectives and strategies, and could cause a loss in a client's account(s); and
- Client risk parameters or comparative index selections provided to the firm are guidelines only - there is no guarantee that they will be met or not be exceeded.

All accounts are managed by the selected independent advisors and the firm does not have any discretionary trading authority with respect to such accounts. Information collected by the firm regarding WCP managers is believed to be reliable and accurate but the firm does not necessarily independently review or verify it on all occasions. All performance reporting will be the responsibility of the respective advisors. Such performance reports will be provided directly to the clients and the firm. The firm does not audit or verify that these results are calculated on a uniform or consistent basis as provided by an advisor directly to the firm or through the consulting service utilized by the advisor.

The minimum account size will vary from Advisor to Advisor. All such minimums will be disclosed in the respective advisors ADV document. The firm may have the ability to negotiate such minimums. A client may terminate his relationship in accordance with the respective managers' disclosure documents. If a client terminates his participation in the Program within five business days of inception, the client will receive a full refund of the Fee. Pre-paid fees will be refunded in accordance with the respective manager's agreement and disclosure documents.

IV. Financial Planning: The firm also will provide advice in the form of a Financial Plan. Clients will receive a written financial plan, providing the client with a detailed financial plan designed to achieve their stated financial goals and objectives. In general the plan will address any or all of:

- Personal: Family records, budgeting, personal liability, estate information and financial goals
- Tax and Cash Flow: Income tax spending analysis and planning for past and future years.
- Death and Disability: Cash needs at death, income needs of surviving dependents, estate planning

- Retirement: Strategies and investment plans to help client achieve their retirement goals
- Investments: Analysis of investment alternatives and their effect on a client's portfolio.

Information on clients will be gathered by in-depth personal interviews and review of personal financial information. Gathering data concerning current financial status, future requirements, risk appetite and goals is essential. Based upon this thorough review, a written plan is prepared for the client and it is recommended that the client review this plan with tax accountants, attorneys and other professional service providers.

1WFA currently may manage client assets on a discretionary or non-discretionary basis. As of December 31, 2010, 1WFA held only non-discretionary assets under management of \$28,040,000.

Item 5 – Fees and Compensation

The specific manner in which fees are charged by 1WFA is established in a client's written agreement with 1WFA and are detailed below. Fees are based on a percentage of assets under management and calculated at an annual rate and billed in advance on a quarterly basis. Fees are based on the assets in the account per the schedule below and in some instances, may be negotiated.

FEE SCHEDULE

	Equities Mutual Funds	& Fixed Income	Cash
Up to \$499,999	1.50%	1.00%	0.30%
\$500,000-\$999,999	1.25%	0.85%	0.25%
\$1,000,000-\$1,999,999	1.00%	0.75%	0.20%
Above \$2,000,000	0.85%	0.75%	0.20%

The initial fee is due in full one business day after the client's account is accepted and opened with the minimum account balance of \$50,000 and will be based on the asset value of the account on that date. The initial fee will be prorated according to the number of days remaining in the calendar quarter. Thereafter, the fee will be based on the account asset value on the last day of the previous calendar quarter and is payable quarterly in advance of service. Deposits and/or withdrawals of \$10,000 or more made during the calendar quarter will be prorated and charged or rebated in arrears, as applicable. Upon termination of an account, any prepaid, asset-based fees will be prorated and refunded to the client.

Fees are debited directly from client accounts and are calculated using the total assets in the account as shown on the client custodial statement, including any assets purchased on margin. If there is a net debit cash balance in the account as a result of using margin, the cash balance will be excluded from the fee calculation. Net positive cash balances in type 1 (cash account) and type 2 (margin account) are included in the fee calculation. The minimum annual fee is \$1,000. Accordingly, a client may pay an effective rate greater than the rate specified in the fee schedule shown above. 1WFA, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

Pershing LLC does charge brokerage transaction based fees or “ticket charges” that vary by security and type of transaction and may be passed to the client. Additionally, 1WFA may be charged an administrative fee by Pershing to cover expenses associated with the administration of the program. This fee will be paid by 1WFA to Pershing and will not be charged back to the client. Some mutual funds are part of a “No Transaction Fee” program and have lower or no ticket charges but may still have a \$5 administrative charge per transaction. Transaction fees for exchanges of one mutual fund for another within the same fund family have lower transaction fees and hence are more commonly used for making adjustments to the portfolio. Some mutual funds within this program pay 12b-1 service fees (normally 0.25% per year) to Pershing LLC. Because the accounts in this program are thru 1st Worldwide Financial Partners, those “indirect” service fees are passed on to 1WFA and/or the Advisor. Indirect fees received from mutual funds are considered and anticipated when Net Fees are set.

Transaction fees charged may be higher than those otherwise available if the services were provided separately for a discrete fee or if an Investment Advisor were to select brokerage and negotiate commissions in the absence of the extra consulting service provided. Clients should consider the value of the additional consulting services when making such comparisons. The combination of custodial, consulting, and brokerage services may not be available separately or may require multiple accounts, documentation, and fees. A portion of the fees charged by 1WFA for advisory services may be paid to 1WFA Financial Advisors. Financial Advisors may have a financial incentive to recommend advisory services over broker/dealer services. Costs and transaction fees arising out of transactions effected by entities other than 1WFA or Pershing or attributable to dealer mark-ups, mark-downs or “spreads” (in transactions where another entity acts as principal for its own account) will be separately borne by clients. All fees described herein may be subject to negotiation depending on a range of factors including, but not limited to, account size and overall range of services requested.

Item 12 further describes the factors that 1WFA considers in selecting or recommending broker-dealers for *client* transactions and determining the reasonableness of their compensation (*e.g.*, commissions).

In non-wrap fee accounts, 1WFA’s fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. 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 1WFA’s fee, and 1WFA shall not receive any portion of these commissions, fees, and costs.

1WFA and/or 1WFP receive compensation from the custodian based on the value of credit balances in the accounts. If cash is swept into a money market fund, 1WFA and/or 1WFP receives compensation based on the value of assets in these funds as broker-dealer. Thus, 1WFA and/or 1WFP have an incentive to recommend that clients select money market funds as a sweep vehicle that pays more compensation to 1WFA or 1WFP than other funds.

1st Worldwide Consulting Program (WCP): Fees are outlined in each respective manager’s Advisory Contract. The firm will be paid an on-going solicitor fee based upon a percentage of each client’s assets under management with respect to each advisor. Each client will receive a copy of such solicitor

agreement which will disclose the fee. The firm negotiates each solicitor fee with the advisor. The firm has a potential conflict of interest to recommend selections of management style and advisors that would result in a lower percentage of advisory fees. The firm will make all recommendations independent of such fee consideration and based solely on its obligations to consider a client's objectives and needs.

Financial Planning

The firm also will provide advice in the form of a Financial Plan. Clients will receive a written financial plan, providing the client with a detailed financial plan designed to achieve their stated financial goals and objectives. Recommendations are not limited to services provided by the firm or its affiliates nor is it limited to any other exclusive providers. Financial planning fees will be charged on an agreed upon fixed fee, ranging from \$1,000 to \$5,000, or an hourly basis, ranging from \$100 to \$275 per hour, depending on the nature and complexity of each Client's circumstances. An estimate for total hours will be determined at the start of the advisory relationship. The client may terminate its arrangement at any time, in writing, and will be refunded a portion of the fee based upon a pro-rated calculation related to the time and expense expended by the firm.

Account Termination

If the ADV disclosure document was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or in the case of an oral contract otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Upon written receipt of notice to terminate its Client Agreement and unless specific transfer instructions are received, 1WFA and its agent will, in an orderly and efficient manner, proceed with liquidation of the client's account. There will not be a charge by us for such redemption; however, the client should be aware that certain mutual funds impose redemption fees as stated in each company's fund prospectus in certain circumstances. Clients must keep in mind that the decision to liquidate security issues or mutual funds may result in tax consequences that should be discussed with the client's tax advisor. Factors that may affect the orderly and efficient manner would be size and types of issues, liquidity of the markets, and market makers' abilities. Should the necessary securities' markets be unavailable and trading suspended, efforts to trade will be done as soon as possible following their reopening. Due to the administrative processing time needed to terminate client's investment advisory service and communicate the instructions to client's Investment Advisor, termination orders received from clients are not market orders; it may take several business days under normal market conditions to process the client's request. During this time, the client's account is subject to market risk. 1WFA and its agent are not responsible for market fluctuations of the client's account from time of written notice until complete liquidation. All efforts will be made to process the termination in an efficient and timely manner.

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

1WFA 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

1WFA provides portfolio management services to individuals, corporations and business entities, pension and profit-sharing plans, charitable institutions, foundations, endowments, estates, trusts, and other U.S. and international institutions. The minimum account size is \$50,000. 1WFA has the discretion to waive the account minimum. For example, accounts of less than \$50,000 may be set up when the client and the advisor anticipate the client will add additional funds to the account in a reasonable time frame.

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

Our investment strategy begins with an understanding of a client's financial goals. Advisors use demographic and financial information provided by the client to assess the client's risk profile and investment objectives in determining an appropriate plan for the client's assets. Investment strategies ordinarily include long- or short-term purchases of stock portfolios, mutual funds and fixed income securities.

Investment recommendations are based on an analysis of the client's individual needs, and are drawn from research and analysis. Security analysis methods may include fundamental analysis, technical analysis, charting and cyclical analysis. Information for this analysis may be drawn from financial newspapers and magazines, research materials prepared by others, annual reports, corporate filings, prospectuses, company press releases and corporate ratings services.

It is important to note that investing in securities involves a risk that clients should be prepared to bear. For any risks associated with Investment Company products, please refer to the prospectuses for additional details about these risks. Our investment approach constantly keeps the risk of loss in mind. These risks include, but are not limited to:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

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 1WFA or the integrity of 1WFA's management. 1WFA has no information applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

1st Worldwide Financial Partners, LLC is affiliated through common control and is effectively registered as a Broker/Dealer. Additionally, individuals are separately licensed as insurance agents with 1st Worldwide Services, LLC ("1WS"). 1WS is registered as an insurance agency engaging in Life, Health, Long Term Care and Variable Insurance business. 1WS is affiliated with the firm through common control. Variable products will be offered through the broker dealer. Non-variable products will be offered through the insurance agency. Compensation will be paid directly by these entities.

When applicable, these individuals may recommend insurance or broker/dealer transactions for advisory clients. All related compensation is separate from advisory services. On average individual Investment Advisor Representatives and the principals of 1WFA spend 50% of their time on other such activities. If a trade error were to occur, it may result in profit or loss to the firm. The firm has controls in place to limit such trade errors. Investment Advisers will not participate in any profits resulting from such errors.

1WFA recommends that clients establish brokerage accounts with Pershing, LLC, a FINRA registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. Although 1WFA may recommend that clients establish accounts at Pershing, it is the client's decision to custody assets with Pershing. 1WFA is independently owned and operated and not affiliated with Pershing.

Item 12 includes additional details regarding brokerage practices and related disclosures.

Item 11 – Code of Ethics

1WFA has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at 1WFA must acknowledge the terms of the Code of Ethics annually, or as amended.

Advisors of 1WFA may buy or sell securities that are recommended to clients. 1WFA's employees and persons associated with 1WFA are required to follow the Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of 1WFA and its affiliates may trade for their own

accounts in securities which are recommended to and/or purchased for 1WFA's clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of 1WFA will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would not materially interfere with the best interest of 1WFA's clients. In addition, the Code requires pre-approval of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is a possibility that employees might benefit from market activity by a client. Employee trading is continually monitored under the Code of Ethics to reasonably prevent conflicts of interest between 1WFA and its clients.

Advisors may recommend and trade in the same securities with clients and/or related accounts at or about the same time. Generally, this would pose a conflict if the Advisor or related account were given a better price than the client. To mitigate this conflict, it is procedure to not trade an Advisors account or related persons account on the same day as a client unless the client gets the better price. Trades may be done on an aggregated basis when consistent with 1WFA's obligation of best execution. In such circumstances, the Advisor (or related account) and client accounts will share commission costs equally and receive securities at a total average price. 1WFA will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

1WFA's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting John Mahoney at our main number.

Item 12 – Brokerage Practices

For 1WFA client accounts maintained in its custody, Pershing generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Pershing or that settle into Pershing accounts. Pershing may make products and services available to 1WFA that benefit 1WFA but may not directly benefit its clients' accounts. Many of these products and services are used to service all or a substantial number of 1WFA accounts. Some of these products and services provided by Pershing includes software and other technology that (i) provides access to client account data (such as trade confirmations and account statements); (ii) facilitates trade execution and allocates aggregated trade orders for multiple client accounts; (iii) provides research, pricing and other market data; (iv) facilitates payment of 1WFA fees from its clients' accounts; and (v) assists with back-office functions, recordkeeping and client reporting. 1WFA does not have any commitments or understandings to trade with Pershing to generate a specified level of brokerage commission in order to receive the products and/or services referenced above. The products and services may benefit 1WFA over the client; however, it is our intent to proportionately provide the benefits provided to all clients as part of our services.

1st Worldwide Financial Partners as the Fully Disclosed Introducing Broker Dealer provides 1WFA direct access to Pershing LLC. Pershing is recommended to advisory accounts due to the services that they provide. Recommendations regarding Pershing LLC and 1st Worldwide Financial Partners are consistent with the firm's duty to obtain best execution. Factors that are considered include a historical

relationship with 1WFA, financial strength, reputation, execution capabilities, pricing and service. Although the brokerage and/or transaction fees paid by clients shall comply with the firm's duty to obtain best execution, a client may incur costs that are higher than another qualified broker-dealer might charge to effect the same transaction, specifically where the Adviser determines, in good faith, that the costs are reasonable in relation to the value of the brokerage and services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the service and cost represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including execution capability, stability, reliability, and responsiveness.

On occasion, 1WFA may aggregate orders for a client's account with orders for other 1WFA clients for whom the transaction is appropriate, even though the accounts are individually managed. Aggregating orders may allow the participating accounts to receive volume discounts that would not be available when orders are executed separately. In addition, aggregated orders are executed together. If more than one price is paid for securities in an aggregated transaction, each client participating in the transaction will typically receive the average price paid for the block in the aggregated transaction for that day. Although this averaging is aimed at treating all participating clients fairly, it may adversely affect the results for any particular participating client.

Aggregation of orders may give rise to actual or potential conflicts of interest among the accounts for whom the transaction may be appropriate, and among the accounts actually selected to participate in the transaction if the order is only partially filled. In the event that less than the full order is executed (partial fills) the executed amount will be allocated across all the accounts in the bunched order on a pro-rata basis according to the target amount on the initial (full) trade allocation. Exceptions to this are allowed when adherence to this policy could unfairly benefit or harm certain accounts. Exceptions might include, but not be limited to: 1) instances when adhering to the policy would not allow an account to reach a trading lot minimum, 2) when the account is underweighted in a security, it may receive a higher allocation in order to bring it in line with other accounts of similar strategy (and vice versa on sell orders), 3) when an account is low on cash and does not have sufficient liquidity to fund a particular allocation, or 4) when restrictions arise at the firm maintaining custody of the account if the trade was executed at a different firm. Exceptions are only permitted after their review and approval by 1WFA's Chief Compliance Officer.

Item 13 – Review of Accounts

Accounts are assigned to Investment Advisors who are responsible for performing periodic reviews and consulting with the respective client. Following these reviews, reports are prepared to assist principals in supervising and monitoring the accounts. Factors that are considered include, but are not limited to the following: investment objectives, targeted allocation, current allocation, suitability, performance, number of trades, monthly distributions, concentrated positions, diversification, and outside holdings. At least annually, the firm will contact the client and request current information to determine whether there have been any changes in the information provided in the questionnaire. Client agrees to inform the firm in writing of any material changes to the information included in the questionnaire or any other change in the client's financial circumstances that might affect the manner in which client's assets should be invested. Client may contact the firm during normal business hours to consult with the firm concerning the management of the client's account(s). All managed accounts are delivered quarterly performance reports. Item 15 contains information regarding the custody reports provided.

Item 14 – Client Referrals and Other Compensation

1WFA does not compensate for client referrals.

Item 15 – Custody

Clients should receive statements at least quarterly from Pershing, the qualified custodian that holds and maintains your investment assets. 1WFA urges you to carefully review such statements and compare the official custodial records to the account statements that we may provide you. Our statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 – Investment Discretion

1WFA usually receives discretionary authority from the client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. Clients must authorize such discretion in the advisory agreement. When selecting securities and determining amounts, 1WFA observes the investment policies, limitations and restrictions of the clients for which it advises. Investment guidelines and restrictions must be provided to 1WFA in writing.

Item 17 – Voting Client Securities

As a matter of firm policy and practice, 1WFA 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. 1WFA may provide advice to clients regarding the clients' voting of proxies. Clients will receive their proxies directly from their custodian or transfer agent.

Item 18 – Financial Information

Registered Investment Advisers are required to provide you with certain financial information or disclosures about 1WFA's financial condition. 1WFA has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of any bankruptcy proceeding. 1st Worldwide Advisors maintains consolidated financial records with its affiliated broker-dealer, 1st Worldwide Financial Partners, LLC.

Item 19 – Requirements for State-Registered Advisers

John Mahoney serves as CEO of 1WFA. The following describes his formal education and business background.

Education Background

Georgetown University

1980 – BSBA, Accounting

New York University

1990 – MBA, Executive Management Program

Business Background

1st Worldwide Advisors, LLC

09/04/2004 – Present, CEO

1st Worldwide Financial Partners, LLC

2004 – Present, CEO

M Management Group, LLC
2000-Present – President
New York University
2002-Present – Adjunct Professor
Fuji Futures
1998-2000 – Executive Vice President

On average, Mr. Mahoney spends an average of 50 hours a week equally divided between 1st Worldwide Advisors and 1st Worldwide Financial Partners, LLC. Mr. Mahoney does general business consulting for M Management Group, Inc. and he generally spends 50 hours a month on such activities. He also works as an Adjunct Professor at NYU and he spends approximately 5 hours a week on such activities.

Mr. Mahoney or the Advisors of 1WFA are not compensated with performance based fees. There are no disciplinary proceedings against Mr. Mahoney that would require disclosure. Mr. Mahoney has no other relationship or arrangement with any issuer of securities.

Privacy Policy

We collect nonpublic personal information about you from the following sources: Information we receive on applications, questionnaires, web site, or other forms and information about your transactions with our affiliates, others, or us. We do not disclose any non-public information about our current or former customers to anyone, except as permitted by law or in order to provide the current services. Our employees have limited access to your personal information based on their responsibilities to provide products or services to you. Be assured that we maintain physical, electronic and procedural safeguards in compliance with federal standards to protect your information.