

**Item 1 – Cover Page**

# **Form ADV Part 2A Brochure**

**Wheaton Wealth Partners, LLC**

**316 W. Roosevelt Road, Suite 100**

**Wheaton, Illinois 60187**

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**www.WheatonWealth.com**

**September 18, 2012**

This brochure provides information about the qualifications and business practices of Wheaton Wealth Partners, LLC (hereinafter “WWP”). If you have any questions about the contents of this brochure, please contact John R. Dragstrem at (630) 221-9222. 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. Additional information about Wheaton Wealth Partners, LLC is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Wheaton Wealth Partners, LLC is a registered investment adviser. Registration as an investment adviser does not imply any level of skill or training.

## **Item 2 - Material Changes**

This Brochure, dated September 18, 2012, is an amendment to WWP's previously published annual update Brochure dated March 08, 2012.

Since the filing of the firm's last annual update Brochure dated March 08, 2012, we have made various minor updates and other changes to the Brochure. In Item 5, updates we made to our fee schedule and other details related to fees.

No other material changes however have been made.

Pursuant to SEC Rules, we will deliver to you a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our fiscal year. We may further provide other ongoing disclosure information about material changes as necessary. All such information will be provided to you free of charge.

Currently, our Brochure may be requested by contacting us at (630) 221-9222.

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## **Item 4 - Advisory Business**

Wheaton Wealth Partners, LLC (CRD # 153638) (WWP) is registered as an investment adviser with the U.S. Securities and Exchange Commission. WWP is based in Illinois and is organized as a limited liability company under the laws of the State of Illinois. The firm has been in business since 2010 and currently has 5 employees.

WWP's principal office and place of business is located at 316 W. Roosevelt, Suite 100, Wheaton, Illinois 60187. Regular business hours are from 8:00am to 4:00pm Monday through Friday. The firm can be contacted by phone at (630) 221-9222 and by fax at (888) 580-1687.

John R. Dragstrem is the principal owner of WWP.

This Disclosure Brochure describes the business of WWP. Certain sections will also describe the activities of Supervised Persons. Supervised Persons are any of WWP's officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on WWP's behalf and is subject to WWP's supervision or control.

WWP provides financial planning and wealth management services.

### **Financial Planning Services**

WWP is able to provide its clients with a broad range of comprehensive financial planning (which may include non-investment related matters), either through its ongoing wealth management services or on a project basis.

For wealth management clients, WWP offers financial planning through its "Annual Partnership" arrangement. The Annual Partnership is an ongoing financial planning service that addresses areas such as cash flow, tax planning, insurance analysis, estate planning, stock options, education funding, charitable planning, business succession, and goal planning. WWP also offers project-based financial planning.

In performing its services, WWP will rely on information provided by the client or the client's other professionals (e.g., attorney, accountant, etc.). WWP may recommend the services of the firm, its Supervised Persons, and/or other professionals to implement its recommendations. Clients are advised that a conflict of interest exists if WWP recommends its own services. However, the client is under no obligation to act upon any of the recommendations made by WWP under a financial planning engagement or to engage the services of any such recommended professional, including WWP itself. Clients are advised

that it remains their responsibility to promptly notify WWP if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating, or revising WWP's previous recommendations and/or services.

### **Wealth Management Services**

Clients can engage WWP to manage all or a portion of their assets on a discretionary or non-discretionary basis. WWP provides clients with wealth management services which include a broad range of financial planning services as well as discretionary and/or non-discretionary management of investment portfolios. WWP provides an investment management service (which does not include financial planning) exclusively to legacy clients under the terms of the client's existing contract.

WWP primarily allocates clients' wealth management assets among Independent Managers (as defined below) and exchange traded funds ("ETFs"), and to a lesser extent among mutual funds, individual debt and equity securities and/or options in accordance with the investment objectives of the client. WWP may also provide advice about other types of investments held in clients' portfolios.

Additionally, WWP may render non-discretionary investment management or advisory services to clients relative to variable life/annuity products that they may own, their individual employer-sponsored retirement plans, and/or 529 plans or other products that may not be held by the client's primary custodian. In so doing, WWP either directs or recommends the allocation of client assets among the various investment options that are available within the applicable product, plan, participant account, etc. Client assets are maintained at the specific insurance company or custodian designated by the product.

Clients are advised to promptly notify WWP if there are changes in their financial situation or investment objectives or if they wish to impose any reasonable restrictions upon WWP's management services.

### **Use of Independent Managers**

As mentioned above, WWP may recommend that certain clients authorize the active discretionary management of a portion of their assets by and/or among certain independent investment manager(s) ("Independent Manager(s)"), consistent with the stated investment objectives of the client. The terms and conditions under which the client engages an Independent Manager are set forth in a separate written agreement between WWP or the client and the applicable Independent Manager(s). WWP provides advice relative to the discretionary and/or non-discretionary selection of Independent Managers, and also monitors and reviews account performance and consistency with a client's investment objectives. WWP receives an annual advisory fee which is based upon a

percentage of the market value of the assets being managed by the designated Independent Managers. WWP does not maintain a sub-advisory arrangement with the Independent Managers. WWP may retain the discretion to hire or fire certain Independent Managers on behalf of clients.

When recommending or selecting an Independent Manager for a client, WWP reviews information about the Independent Manager such as its disclosure brochure and/or material supplied by the Independent Manager or independent third parties for a description of the Independent Manager's investment strategies, past performance and risk results to the extent available. Factors that WWP considers in recommending or selecting an Independent Manager include compatibility with the client's stated investment objectives, management style, performance, reputation, financial strength, reporting, pricing, and research.

In addition to WWP's disclosure brochure, a client will also receive the disclosure brochure of any applicable Independent Manager either directly from the Independent Manager or from WWP.

Certain Independent Managers may impose more restrictive account requirements and may use different billing practices than WWP. In such instances, WWP may alter its corresponding account requirements and/or billing practices in order to be consistent with those of the Independent Managers.

As of August 31, 2012, WWP managed approximately \$124,800,000 in assets, \$52,200,000 of which was on a discretionary basis.

## **Item 5 - Fees and Compensation**

WWP offers its services on a non-commission, fee only basis, which may include hourly and/or fixed fees as well as fees based upon assets under management. However, certain of WWP's Supervised Persons may offer insurance products under a separate commission arrangement.

### **Financial Planning Fees**

For wealth management clients, WWP charges an initial and an ongoing fixed fee for financial planning services. The initial fee ranges from \$3,000 to \$9,000 and is based on the complexity of a client's situation. The ongoing fee (also known as the "Annual Partnership Fee") is equal to 1/3 of the initial fee.

For clients who engage WWP for a one-time financial planning project, WWP may charge a fixed fee and/or hourly fee for financial planning. WWP's hourly fees are generally charged at a rate of \$250/hour, but these fees are negotiable and depend on the level of financial planning WWP provides to the client.

If the client engages WWP for additional investment advisory services, WWP may at its discretion offset all or a portion of its fees for those additional services by the amount paid for the financial planning services.

Prior to engaging WWP to provide financial planning services, a client is required to enter into a written agreement with WWP setting forth the terms and conditions of the engagement. Generally, WWP requires one-half of the financial planning fee (estimated hourly or fixed) payable upon entering the written agreement. The balance is generally due upon delivery of the financial plan or upon completion of the agreed upon services.

### **Wealth Management Fees**

For wealth management services, WWP charges ongoing fees. WWP's fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses which may be charged to or incurred by the client from or by outside parties.

For those clients receiving wealth management and financial planning services, WWP generally charges an annual fee based upon a combination of a fixed fee (the Annual Partnership Fee) for financial planning and a percentage of the client's assets under management for wealth management. The Annual Partnership Fee, as mentioned above, is equal to 1/3 of the initial planning fee. The wealth management fee is based on the client's assets under management according to the schedule below.

WWP's wealth management fee is calculated and charged quarterly in arrears based on the average daily balance in the account for the quarter and is prorated for partial quarters.

The annual fees for wealth management services are as follows:

<u>Assets Under Management</u>	<u>Investment Management (% of assets under management)</u>
First \$1,000,000	0.90%
Next \$1,000,000	0.70%
Next \$3,000,000	0.50%
Next \$5,000,000	0.30%
Above \$10,000,000	Negotiated

As mentioned in Item 4 (above), WWP provides certain preexisting “legacy” clients with investment management-only services. In these limited circumstances, WWP charges an annual fee based upon the amount of assets under its management. Under this legacy fee schedule, WWP charges a fee equal to 90 basis points on the first \$1,000,000 under management, 70 basis points on the second \$1,000,000 under management, and 50 basis points on all assets under management in excess of \$2,000,000.

WWP, in its sole discretion, may agree to charge a lower management fee based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing client, pro bono activities, etc.).

### **Fees Charged by Financial Institutions**

As further discussed in Item 12 (below), WWP generally recommends that clients utilize the brokerage and clearing services of TD Ameritrade Institutional, a division of TD Ameritrade Inc., member FINRA/SIPC (“TD Ameritrade”), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions.

WWP will also assist with assets held at financial institutions other than TD Ameritrade, including other broker-dealers which may be recommended by WWP, broker-dealers directed by the client, trust companies, banks etc. (collectively referred to herein as the “Financial Institutions”), with the proper authorizations.

Clients may incur certain charges imposed by the Financial Institutions and other third parties such as fees charged by Independent Managers (as defined below), custodial fees, charges imposed directly by a mutual fund or ETF in the account, which shall be disclosed in the fund’s prospectus (e.g., fund management fees and other fund expenses), 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. Such charges, fees and commissions are exclusive of and in addition to WWP’s fee.

WWP does not receive any form of direct or indirect compensation from the Independent Managers in which it recommends to clients. The firm does not act as a sub-adviser of any such Independent Manager. The investment management fees charged by the designated Independent Managers, together with the fees charged by the corresponding designated broker-dealer/custodian of the client’s assets, are exclusive of, and in addition to, WWP’s investment advisory fee set forth above. As discussed above, the client may incur additional fees than those charged by WWP, the designated Independent Managers, and corresponding broker-dealer and custodian.



WWP's Agreement and the separate agreement with any Financial Institutions may authorize WWP or Independent Managers to debit the client's account for the amount of WWP's fee and to directly remit that management fee to WWP or the Independent Managers. Any Financial Institutions recommended by WWP are required to send a statement to the client, at least quarterly, indicating all amounts disbursed from the account including the amount of management fees if any paid directly to WWP.

### **Fees for Management During Partial Quarters of Service**

For the initial period of investment management services, the fees shall be calculated on a pro rata basis starting from the date assets are received.

Upon termination by either party, WWP's fees shall be prorated through the date of termination and any remaining debit or credit balance shall be charged or refunded to the client, as applicable.

Additions to an account may be in cash or securities provided that WWP reserves the right to liquidate any transferred securities or decline to accept particular securities into a client's account. Clients should consult with WWP in advance about the options and ramifications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets will not be adjusted or prorated based on the number of days remaining in the quarter, but such a transaction will affect the account's average daily balance on which fees are calculated.

## **Item 6 - Performance-Based Fees and Side-by-Side Management**

Performance-based fees are fees which are based upon a share of capital gains on or capital appreciation of the assets of a client. WWP does not charge performance-based fees, and consequently does not simultaneously manage performance based and non performance based accounts.

## **Item 7 - Types of Clients**

WWP provides services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities.

As a condition for starting and maintaining a relationship, WWP generally imposes a minimum portfolio size of \$250,000, but may accept smaller clients at its sole discretion. WWP may aggregate the portfolios of family members to meet the minimum portfolio size.

Additionally, certain Independent Managers may impose more restrictive account requirements and or different billing practices than WWP. In such instances, WWP may alter its corresponding account requirements and/or billing practices to be consistent with those of the Independent Managers.

## **Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss**

### **Methods of Analysis and Investment Strategies**

WWP believes that in order to appropriately recommend an investment strategy to a client, it must first understand a client's risk profile, time horizon, tax situation and need for liquidity. After which, a strategy can be implemented and adjusted to meet these factors. The implementation of a strategy generally includes the following functions.

*Identification of Risk:* WWP believes it is crucial to understand a client's willingness and ability to take risk, and measures this by conducting a two-phase method of risk profiling prior to beginning any asset allocation or making any investment recommendations. The first phase of this process is weighing risk tolerance, which is done using a psychometric survey. WWP then compares and contrasts the client's risk assessment against their current asset allocation. Once this comparison is completed, the second phase of the process assesses the client's capacity for risk through detailed cash flow analysis. WWP believes a client should not take unnecessary risk in order to meet their annual budget. In crafting a detailed cash flow, WWP uses what it considers to be conservative assumptions on rates of return, inflation and expenses. For example, WWP will not advise placing more assets in risky asset classes if a client is targeted to be able to meet their current and future budgeted expenses with a conservative investment return assumption.

*Recommendation of Asset Allocation:* WWP reviews with the client the results of the risk tolerance analysis pointing out potential concerns. WWP then recommends what it feels

is an appropriate asset allocation for all of the client's investable assets. WWP believes that overall asset allocation, rather than security selection, is the primary determinant of a client's long term investment success.

*Selection of Investment Managers:* Once a client and WWP finalize an asset allocation, WWP recommends specific investment strategies, which may involve the use of one or more Independent Managers, based on the client's risk profile and financial objectives. Independent Managers selected may vary in strategies, and may include long quantitative equity managers, fixed income specialists, tactical managers, and/or specialty managers, such as covered called strategies. WWP then periodically monitors the investment manager's process, total return and investment discipline.

*Managing Taxes:* In conjunction with recommending asset allocation and selecting of the investments, WWP seeks to optimize tax efficiency by use of tax deferred and tax free accounts where applicable in order to help minimize tax liability.

### **Use of Mutual Funds and Exchange Traded Funds (ETFs)**

An investment in a mutual fund or ETF involves various risks, including market risk, interest rate risk, currency risk, and liquidity risk, among others. All of which may result in loss of principal.

### **Use of Options**

WWP may recommend the use of options for certain clients. Although some options allow WWP to hedge (limit) certain losses on positions clients hold, other options may involve leverage. Investing with options can involve substantial additional risk and may not be suitable for all clients.

### **Use of Independent Managers**

As discussed above, WWP may recommend the use of Independent Managers for certain clients. WWP performs ongoing due diligence of such managers, but WWP does not have the ability to supervise the Independent Managers, their investment practices, their security selection, etc., on a day-to-day basis.

## **General Risk of Loss**

The profitability of WWP's recommendations may depend to a great extent upon correctly assessing the future course of price movements of certain securities and future performance of certain Independent Managers. Of course, there can be no assurance that WWP will be able to make such predictions accurately.

Investing in securities involves risk of loss that clients should be prepared to bear. Such risks include market risk, interest rate risk, currency risk, and political risk, among others. No investment strategy can assure a profit or avoid a loss.

## **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 the evaluation of the firm or the integrity of its management. WWP is currently not subject to, nor has ever been subject to, any legal or disciplinary events of a material nature.

## **Item 10 - Other Financial Industry Activities and Affiliations**

Certain of WWP's Supervised Persons are licensed insurance agents, and in such capacity, may recommend, on a fully-disclosed basis, the purchase of certain insurance products. While WWP itself does not sell such insurance products to its investment advisory clients, WWP does permit its Supervised Persons, in their individual capacities as licensed insurance agents, to sell insurance products to WWP's investment advisory clients. A conflict of interest exists to the extent that WWP or its Supervised Persons recommend the purchase of insurance products where WWP's Supervised Persons receive insurance commissions or other additional compensation. Overall though, we endeavor to make recommendations that are in the best interests of our clients, and are consistent with our clients' needs.

WWP's Supervised Persons currently devote approximately ten percent (10%) of their time to insurance sales.

## **Item 11 - Code of Ethics**

### **Code of Ethics**

WWP has adopted a Code of Ethics expressing the firm's commitment to ethical conduct. WWP's Code of Ethics describes the firm's fiduciary duties and responsibilities to clients, and details practices for reviewing the personal securities transactions of supervised persons with access to client information. The Code also requires compliance with applicable securities laws, addresses insider trading, and details possible disciplinary measures for violations. WWP will provide a complete copy of its Code of Ethics to any client upon request to the Chief Compliance Officer.

### **Trading Conflicts of Interest**

Individuals associated with WWP are permitted to buy or sell securities for their personal accounts identical to or different than those recommended to clients. However, no person employed by WWP is allowed to favor his or her own interest over that of a client or make personal investment decisions based on the investment decisions of advisory clients.

In order to address potential conflicts of interest, WWP requires that associated persons with access to advisory recommendations provide annual securities holdings reports and quarterly transaction reports to the firm's Chief Compliance Officer. WWP also requires prior approval from the Chief Compliance Officer for investing in any IPOs or private placements (limited offerings).

## **Item 12 - Brokerage Practices**

WWP may recommend that clients arrange to hold funds and securities, and to execute securities transactions, through a non affiliated Financial Institution. As discussed above in Item 5, WWP generally recommends that clients utilize the brokerage and custody services of TD Ameritrade.

Factors which WWP considers in recommending TD Ameritrade or any other broker-dealer to clients include financial strength, reputation, execution, pricing, research and service. TD Ameritrade enables WWP to obtain many mutual funds without transaction charges and other securities at nominal transaction charges. The commissions and/or transaction fees charged by TD Ameritrade may be higher or lower than those charged by other Financial Institutions.

Clients may pay commissions that are higher than another qualified Financial Institution might charge to effect the same transaction where WWP determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not necessarily the lowest possible commission cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Financial Institution's services, including among others, the value of research provided, execution capability, commission rates, and responsiveness. WWP seeks competitive rates but may not necessarily obtain the lowest possible commission rates for client transactions.

WWP periodically and systematically reviews its brokerage arrangements and trading practices in light of its duty to obtain best execution.

Although a Financial Institution may be recommended by WWP, a client may direct WWP in writing to use another particular Financial Institution to execute some or all transactions for the client. In that case, the client will be responsible for negotiating terms and arrangements for the account with that Financial Institution, and as a result, may pay higher transaction costs or receive less favorable net prices. WWP may elect to decline a client's request to direct brokerage if such directed brokerage arrangements would result in operational difficulties or would violate restrictions imposed by other broker-dealers.

Transactions for each client generally will be effected independently, unless WWP decides to purchase or sell the same securities for several clients at approximately the same time. WWP may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among WWP's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. In these cases, client accounts will be treated equitably and fairly, regardless of the client, the type of investment held, the timing of trading, or the type of trading used.

### **Software and Support Provided by Financial Institutions**

WWP may receive from TD Ameritrade, without cost to WWP, computer software and related systems support, which allow WWP to better monitor client accounts maintained at TD Ameritrade. WWP may receive the software and related support without cost because WWP renders investment management services to clients that maintain assets at TD Ameritrade. The software and related systems support may benefit WWP, but not its clients directly. In fulfilling its duties to its clients, WWP endeavors at all times to put the interests of its clients first. Clients should be aware, however, that WWP's receipt of economic benefits from a broker-dealer creates a conflict of interest since these benefits may influence WWP's choice of broker-dealer over another broker-dealer that does not furnish similar software, systems support, or services.

There is no direct link between WWP's participation in the program and the investment advice it gives to its clients, although WWP receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to WWP by third party vendors.

TD Ameritrade may also pay for business consulting and professional services received by WWP's related persons, and may also pay or reimburse expenses (including travel, lodging, and meals expenses) for WWP's personnel to attend conferences or meetings relating to the program or to TD Ameritrade's advisor custody and brokerage services generally. Some of the products and services made available by TD Ameritrade through the program may benefit WWP, but may not benefit all of its client accounts. These products or services may assist WWP in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help WWP manage and further develop its business enterprise. The benefits received by WWP (or its personnel) through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. Clients should be aware, however, that the receipt of economic benefits by WWP or its related persons in and of itself creates a potential conflict of interest and may indirectly influence WWP's recommendation of TD Ameritrade for custody and brokerage services.

## **Item 13 - Review of Accounts**

For those clients to whom WWP provides investment management services, WWP monitors those portfolios as part of an ongoing process while regular account reviews are conducted on at least a quarterly basis. For those clients to whom WWP provides financial planning services, reviews are conducted on an "as needed" basis. Such reviews are conducted by one of WWP's investment adviser representatives. All investment advisory clients are encouraged to discuss their needs, goals, and objectives with WWP and to keep WWP informed of any changes thereto. WWP will contact ongoing investment advisory

clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the client's financial situation and/or investment objectives.

Additional account reviews may be triggered by a specific client request, by a change in client goals or objectives, by an imbalance in a portfolio asset allocation, or by market or economic conditions.

Clients are provided with transaction confirmation notices and regular summary account statements directly from their broker-dealer or custodian. We urge our clients to carefully review custodial statements and compare them to reports they receive from us.

Those clients to whom WWP provides financial planning services will receive written reports from WWP summarizing its analysis and conclusions as requested by the client or otherwise agreed to in writing by WWP.

## **Item 14 - Client Referrals and Other Compensation**

WWP is required to disclose any relationship or arrangement where it receives an economic benefit from a third party (non-client) for providing advisory services. In addition, WWP is required to disclose any direct or indirect compensation that it provides for client referrals.

If a client is introduced to WWP by either an unaffiliated or an affiliated solicitor, WWP may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee shall be paid solely from WWP's investment management fee, and will not result in any additional charge to the client. If the client is introduced to WWP by an unaffiliated solicitor, the solicitor will provide the client with a copy of WWP's Brochure and a copy of the solicitor's disclosure statement that contains the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of WWP shall disclose the nature of his/her relationship to prospective clients at the time of the solicitation and will provide all prospective clients with a copy of WWP's written disclosure statement at the time of the solicitation.

WWP receives economic benefits from our custodians in the form of the support products and services that are made available to us and to other independent investment advisors. These products and services, how they benefit us, and the related conflicts of interest are described in Item 12 above. The availability to us of our custodian's products and services



is not based on us giving particular investment advice, such as buying particular securities for our clients.

## **Item 15 - Custody**

As noted above, WWP does not accept custody of client funds, but rather requires that assets be held by a qualified custodian or Financial Institution. We may however have limited control in some instances to trade on your behalf, to request disbursements to you, or to deduct our advisory fees from your account with your authorization.

You will receive account statements directly from your custodian at least quarterly, which will include detail regarding all transactions in the account including the amount of management fees paid to WWP. The statements will be sent to the email or postal mailing address you provide. We urge you to carefully review these custodial statements when you receive them and compare them to reports you receive from us.

## **Item 16 – Investment Discretion**

WWP will accept the authority to manage accounts and exercise discretion on behalf of clients. WWP is considered to exercise investment discretion over a client's account if it can effect transactions for the client without first having to seek the client's consent. WWP is given this authority through a power-of-attorney included in the agreement between WWP and the client and will not accept such authority until written authorization is given. Any authority accepted is subject to the client's risk profile and investment objectives, and clients may request in writing a limitation on this authority (such as certain securities not to be bought or sold). WWP may for example take discretion over the following activities:

- The securities to be purchased or sold;
- The amount of securities to be purchased or sold;
- When transactions are made;
- The Independent Managers to be hired or fired.

### **Additions and Withdrawals to Accounts**

Clients may make additions to and withdrawals from their account at any time, subject to WWP's right to terminate an account. Clients may withdraw account assets on notice to WWP, subject to customary securities settlement procedures. However, WWP generally designs portfolios to meet long-term investment objectives, and clients should be aware that the early withdrawal of assets may impair WWP's ability to achieve of a client's investment objectives.

### **Item 17 - Voting Client Securities**

WWP does not vote proxies on behalf of clients, but may upon request answer questions related to the proxy matters. Final voting authority however remains with the client.

### **Item 18 - Financial Information**

Registered investment advisers are required in some cases to provide certain financial information and or disclosures about financial condition. For example, if the firm requires prepayment of fees for six months or more in advance, has custody of client funds, or has a condition that is reasonably likely to impair its ability to meet its contractual commitments to its clients, it must provide financial information and make certain disclosures.

WWP has no financial or operating conditions which trigger such additional reporting requirements.