

Total Clarity

Wealth Management, Inc.

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Total Clarity Vision Account WRAP FEE BROCHURE March 27, 2013, 2013



This brochure provides information about the qualifications and business practices of Total Clarity Wealth Management, Inc. If you have any questions about the contents of this Brochure, please contact us at (630) 762-9352 and/or jeanne@totalclaritywealth.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.

Additional information about Total Clarity Wealth Management, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Total Clarity Wealth Management, Inc. is 142728.

Any reference to Total Clarity Wealth Management, Inc. as a registered investment adviser or its related persons as registered Advisory Representatives does not imply a certain level of skill or training.

ITEM 2: MATERIAL CHANGES

3.27.12 : Added Cetera Investment Services as an additional custodian

Custodial Service Fee has increased from \$4 to \$4.95

\$1 Paper Surcharge charged by Custodian for paper statements and confirmations

3/25/13: Address changed from Suite U to Suite T

Additional information on termination of advisory accounts

Updated name of Broker/Dealer from Financial Network Investment Corporation to Cetera Advisor Networks, LLC due to their name change

Removed information about “Order Blast” trading since this is no longer available

Principal Owners of Total Clarity are no longer owners of Allicino Partners LLC

At least annually, this section will discuss only specific material changes that are made to the Brochure and provide you with a summary of such changes. Additionally, reference to the date of the last annual update to this Brochure will be provided.

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INTRODUCTION

Total Clarity Wealth Management, Inc. is an investment adviser registered with the Securities and Exchange Commission. Total Clarity Wealth Management offers advice regarding mutual funds, stocks as well as other products such as: variable annuities, bonds, options, government securities, certificates of deposit, Unit Investment Trusts (UITs), Exchange Traded Funds (ETFs) and 529 College Savings Plans. Total Clarity Wealth Management utilizes the clearing and custody services of Cetera Investment Services (for any type of qualified IRA and Coverdell accounts) and Pershing, LLC for all other accounts and the Broker/Dealer services of Cetera Advisor Networks LLC, Member FINRA/SIPC.

ITEM 4 - SERVICES, FEES & COMPENSATION

In its capacity as a registered investment adviser, Total Clarity Wealth Management offers various advisory services as further disclosed in its Part 2A Brochure. The programs offered include a wrap fee program entitled the “*Total Clarity Vision Account*”. The *Vision* account “wraps” all of the transaction charges in with the advisory fee vs. having each transaction charge billed directly to the client’s account.

Advisory Services

The wrap fee program offers clients a fee-based account for which the client will pay a quarterly fee for portfolio review and on-going asset management services and brokerage services. Clients will maintain an account that may contain: stocks, bonds, options, government securities, Exchange Traded Funds (ETFs), Unit Investment Trusts (UITs), 529 College Savings Plans, and/or certain types and classes of variable annuities and mutual funds.

The *Total Clarity Vision Account* program offers clients portfolio review and asset management services on either a discretionary or non-discretionary basis. Discretionary asset management services allow the Advisory Representative to make buys, sells and exchanges within the account as the Advisory Representative deems appropriate, without obtaining the client’s prior consent to the transaction(s). Clients will need to execute a Limited Power of Attorney granting discretionary trading authorization to Total Clarity Wealth Management and the Advisory Representative.

Recommendations are submitted for the client’s approval unless a limited trading authorization is executed by the client and provided to the Adviser for approval. In either case, the Advisory Representative will be reasonably available to the client to provide advice, make recommendations and execute transactions.

Advisory Representatives will gather information on the client’s financial history, goals, objectives and financial concerns and assist the client in developing an asset allocation strategy. The client will establish an account with Pershing, LLC or Cetera Investment Services, if any type of an IRA or Coverdell account, and deposit cash, cash equivalents and/or securities and engage an Advisory Representative to manage the account. Based on the client’s investment objectives, risk tolerance and financial situation, the Advisory Representative will provide the level of services requested by the client (i.e. asset management on a continuous and ongoing basis or portfolio review services). Total Clarity Advisory Representatives currently do not use portfolio models, but rather customize the holdings within each account according to the client’s financial history, status and risk tolerance.

Therefore, strategies may vary between clients having the same Advisory Representative, as well as for clients with different Advisory Representatives.

Advisory Representatives will contact clients at least annually, or at the client's request, to discuss the *Total Clarity Vision Account* investment portfolio and to update the client's financial information if any changes have occurred. Clients may request more frequent reviews and may set thresholds for triggering events that would cause a review to take place. Generally, Advisory Representatives will recommend changes to clients' portfolios based on many factors including: shifts in the economy, changes in the management and/or structure of a mutual fund or company in which clients' assets are invested, and market shifts and/or corrections.

Generally, the Advisory Representative who solicited the client will conduct the annual review. Clients are advised they should notify their Advisory Representative promptly of any changes to their goals, objectives or financial situation. Failure of the client to notify the Advisory Representative of any such changes could result in investment recommendations that do not match the client's needs.

Advisory Fees

Advisory fees will be charged in advance on a calendar quarterly basis, based on the account balance on the last working day of the previous quarter. Upon establishment of an account, the fee will be based upon the proportion of the number of days remaining in the quarter, and thereafter, quarterly on the last working day of each calendar quarter. The initial pro-rated fee will be charged in arrears; subsequent fees will be billed in advance. Initial advisory fees will be collected directly from the account, provided the client has given Total Clarity Wealth Management written authorization. Advisory fees for all subsequent periods will be charged to and collected directly from the account early in the quarter.

In the event the account is opened on a day other than the first day of the quarter or closed on a day other than the last day of the quarter, the fee will be pro-rated for the period of time the account was managed by Total Clarity. In the event the account is closed, the fee will be calculated based on the value of the account on the date the client's assets are transferred out of the account (termination date). Total Clarity will refund a portion of the amount of the last advisory fee collected from the client. The refund is calculated on a pro-rata basis, from the start of the quarter up to the termination date.

Clients will be provided with a fee invoice that identifies the advisory fee, the value of the account, and the account(s) from which the fee will be deducted. If the account does not contain sufficient funds to pay advisory fees, Total Clarity Wealth Management has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. The client may reimburse the account for advisory fees paid to Total Clarity Wealth Management, except for IRA accounts.

Clients may make additions to the account or withdrawals from the account, provided the account continues to meet minimum account size requirements. No fee adjustments will be made for additions or withdrawals within a quarter or for account appreciation or depreciation.

Fees are based solely on account balance(s) and are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds. Fees are in accordance with the following blended fee schedule:

Account Size	Maximum Annual Fee
\$0 to \$50,000	2.25%
Next \$50,001 to \$100,000	2.00%
Next \$100,001 to \$250,000	1.75%
Next \$250,001 to \$500,000	1.50%
Next \$500,001 to \$1,000,000	1.25%
Next \$1,000,001 and above	1.00%

Fees are negotiable, may vary from client-to-client and are detailed on the *Total Clarity Vision Account* agreement provided to the client. Fees may not exceed the schedule shown above. The fee schedule is a graduated schedule. More than one fee rate may apply to the account if the total account value is \$50,001 or more at the time of valuation for the purposes of the fee calculation. Clients are advised that Total Clarity retains a portion of the advisory fees equal to 0.04% of the account value at the end of each quarter to cover administrative costs. The remainder of the fee is paid to the client's Advisory Representative of record.

All accounts from one household may be added together to obtain a higher total of account values for fee calculations. In this way, your annual asset management fee may then lower, since it is based on an aggregate value of all accounts within your household, than if the fee for each account was calculated independently of the other accounts. This practice varies by Advisory Representative; so you could pay more or less for management services depending on the Advisory Representative with whom you work.

Costs Associated with a Wrap Fee Account

The *Total Clarity Vision Account* program may cost the client more or less than if the client purchased services separately. Costs that may affect the services if obtained separately or that the client may control if services are purchased separately include trading costs and the asset management fee. Additionally, clients are advised that a wrap fee account, as compared with a traditional commission based account, may be more costly to the client, particularly during periods when trading activity is less. Consequently, clients may find that maintaining the wrap fee account can result in a higher annual cost. During periods when trading activity is heavier, such as when the account is first opened and during periods of increased market movements, wrap fee accounts may result in lower annual costs.

Additional Fees & Transaction Charges

In addition to the advisory fee, a custodial service fee of \$4.95 per transaction may be applicable for certain mutual funds and all stocks in *Total Clarity Vision Accounts*. The custodian has also added a \$1 paper surcharge for each paper statement and confirmation that is sent to the client. Total Clarity and its Advisory Representatives do not control these fees, or share in any portion of such fees. Clients are

advised that some Advisory Representatives may choose to cover these service fees for their clients; however, this is up to the discretion of each Advisory Representative. If these costs are covered by the Advisory Representative they are refunded back at the end of each quarter to the account from which the management fees are pulled.

Furthermore, the client may pay additional fees to the mutual fund they purchase. Such fees are compensation to the fund manager and are not shared with Total Clarity Wealth Management. Certain "no load" fund shares may be required to be held for a minimum time period, generally six months. In the event that such shares are redeemed prior to the end of the minimum holding period, they may be subject to a redemption fee. This fee may be assessed by Pershing, LLC, or directly by the mutual fund sponsors as described in their prospectuses. Such fees are compensation to the fund-manager and are not shared with Total Clarity or its Advisors. Clients should read the mutual fund prospectus prior to investing.

Commissions & Sales Charges

Advisory Representatives of Total Clarity are also Registered Representatives of Cetera Advisor Networks, a registered Broker/Dealer, member of the FINRA (Financial Industry Regulatory Authority) and SIPC (Securities Investor Protection Corporation). Advisory Representatives of Total Clarity who are Registered Representatives may receive trail commissions (i.e. 12b-1 fees) for a period of time as a result of directing securities transactions through Cetera Advisor Networks. Load and no-load mutual funds may pay annual distribution charges, sometimes referred to as 12b-1 fees. 12b-1 fees come from fund assets, therefore, indirectly from your assets. 12b-1 fees may be initially paid to Cetera Advisor Networks and a portion passed on to the Advisory Representative.

In addition, for investments that exceed \$1 million into a fund family, Advisory Representatives may receive payments as described in the fund's prospectus, usually ranging from .25-1.00%. In the event you elect to redeem shares out of the fund family within twelve to twenty-four months, depending upon the funds utilized, you may incur a contingent deferred sales charge. Otherwise, these shares will incur no sales charge. The receipt of these fees could represent an incentive for the Advisory Representative to recommend funds with 12b-1 fees over funds that have no fees or lower fees. As a result, there is a potential conflict of interest. Advisory fees will not be offset by any 12b-1 fees received by Total Clarity or your Advisory Representative, except for qualified ERISA plans.

You may be able to purchase the securities recommended by Total Clarity directly or through other brokers or agents not affiliated with Total Clarity.

Termination of a Total Clarity Vision Account

The Vision Account Agreement may be terminated by either party upon receipt of a written notice of termination. Termination by a Client is effective upon receipt of the notice by Total Clarity unless a specific date is requested in the notice. You may terminate the agreement without penalty within 5 days of signing the account agreement. If you terminate an account(s) within the first calendar year after opening the account(s), you may be charged a \$200 administrative fee which may be deducted from any refund of fees. This fee may be waived at Total Clarity's sole discretion. This fee is not charged on accounts that are closed due to a transfer of the assets to another Total Clarity account. After one calendar year, if an account is terminated, Total Clarity will refund any advisory fees charged in advanced based on a pro-rata calculation based on the value of the account at the beginning of the quarter and the number of days the account was open during the quarter. Upon termination, early

redemption fees or similar fees for mutual funds or other products held in the account may be applicable as described in the fund's prospectus. Another broker-dealer may or may not accept certain assets that are held in your account. Total Clarity will use reasonable efforts to follow your instructions regarding the disposition of the assets in your account to the extent permitted by law and policies of the firm. Please Note: Total Clarity will discontinue billing after the date specified in the termination notice even if the assets are still in the account, but Total Clarity and our Advisory Representatives have no fiduciary responsibilities once the Total Clarity Agreement has been terminated.

Potential for Conflicts of Interest

Advisory Representatives recommending clients participate in the *Total Clarity Vision Account* program will receive compensation as a result of a client's participation in the program. The amount of compensation paid to Total Clarity Wealth Management and the Advisory Representative may be more than what Total Clarity and the Advisory Representative would have received if the client participated in other programs available through another broker/dealer or paid separately for investment advice, brokerage and other services. Clients are advised that Advisory Representatives may have a financial incentive to recommend the wrap fee program (i.e., *Total Clarity Vision Account*) over other programs or services.

Total Clarity and Advisory Representatives may buy or sell securities for themselves that are also recommended and bought or sold for Clients. Total Clarity Wealth Management, its officers, directors, employees and Advisory Representatives may not trade ahead of clients or trade in such a way as to obtain a better price for themselves than for clients.

ITEM 5: ACCOUNT REQUIREMENTS & TYPES OF CLIENTS

Minimum Account Size

Total Clarity requires a minimum amount of assets to be held in an account for the purpose of obtaining asset management services. A minimum deposit of \$10,000 (cash or securities) to a brokerage account is necessary in order to participate in investment advisory services.

However, under certain circumstances, Total Clarity may waive the minimum investment size requirement and accept clients with less than \$10,000. Such circumstances may include but are not limited to, situations in which additional assets will soon be deposited; or when the client has other accounts with Total Clarity. The consolidation of these accounts for the purposes of quarterly fee calculations would bring the value of the accounts closer to a fee schedule breakpoint.

Smaller accounts are defined as accounts holding less than \$25,000 in assets. Clients are advised that performance may be affected more in these accounts due to the difficulties with diversifying smaller accounts and risk controls potentially being compromised. Performance of smaller accounts may vary from the performance of accounts with more dollars invested because fluctuations in the market may have a greater impact.

Total Clarity Wealth Management does not represent, warrant or imply that the services or methods of analyses used by Total Clarity can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to major market corrections or crashes. No guarantees can be offered that a client's goals or objectives will be achieved. Further, no promises or assumptions can

be made that the advisory services offered by Total Clarity Wealth Management will provide a better return than other investment strategies.

Clients

Total Clarity generally offers the *Total Clarity Vision Account* program to individuals, non-ERISA retirement plans, trusts, estates, charitable organizations, corporations and other similar business entities.

ITEMS 6, 7, & 8: PORTFOLIO MANAGERS

This section is not applicable to Total Clarity. *Total Clarity's Vision Account* Wrap Fee Program is proprietary to Total Clarity and does not offer access to other portfolio managers. The "portfolio manager" in this instance is the client's Advisory Representative.

ITEM 9: ADDITIONAL INFORMATION

Disciplinary Information & other Financial Industry Activities & Affiliations

There is no reportable disciplinary information required for Total Clarity or its management persons that is material to your evaluation of Total Clarity, its business or its management persons.

Total Clarity does not have a related person who is a: broker/dealer or other similar type of broker or dealer; investment company or other pooled investment vehicle, other investment adviser or financial planner; futures commission merchant or commodity pool operator; banking or thrift institution; accountant or accounting firm; lawyer or law firm; insurance company or agency; pension consultant; real estate broker or dealer; or sponsor or syndicator of a limited partnership.

As previously stated in Item 4E, Advisory Representatives are dually registered as Advisory Representatives of Total Clarity and as Registered Representatives of Cetera Advisor Networks. You are under no obligation to purchase or sell securities through your Advisory Representative. However, if we develop a financial or retirement plan for you and you choose to implement the plan with our assistance, commissions may be earned in addition to any fees you paid for the other advisory services. Commissions may be higher or lower at Cetera Advisor Networks than at other broker/dealers. Advisory Representatives may have a conflict of interest in having you purchase securities and/or insurance related products through Cetera Advisor Networks in that the higher their production with Cetera Advisor Networks the greater the potential for obtaining a higher payout on commissions earned.

Under the rules and regulations of FINRA, Cetera Advisor Networks has an obligation to perform supervisory functions regarding certain activities engaged in by Advisory Representatives who are also Registered Representatives of Cetera Advisor Networks. For such supervisory functions, Cetera Advisor Networks may receive a portion of the 12-b1 fees previously mentioned, however they receive no portion of our advisory fees from our clients' accounts. Cetera Advisor Networks and Total Clarity are separate entities and are not affiliated.

Advisory Representatives are licensed with various insurance companies. This may be a potential conflict of interest since your Total Clarity adviser may earn commissions if you purchase insurance products through them. You are under no obligation to purchase insurance products or services through your Advisory Representative.

Total Clarity and its Advisory Representatives are not actively engaged in any other financial industry entity.

Total Clarity does not recommend the services of a Third Party Manager.

Total Clarity attempts to mitigate the conflicts of interest relating to the potential receipt of commissions by providing you with these disclosures.

Code of Ethics, Reviews, Referrals & Financial Information

Total Clarity has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. Total Clarity takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as our policies and procedures. We strive to handle your non-public information in such a way as to protect it from falling into the hands of anyone who has no business reason to know such information. We provide you with our Privacy Policy which details our procedures for handling your personal information.

Total Clarity maintains a Code of Ethics for its Advisory Representatives, supervised persons and office staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violation reporting requirements, and safeguarding of material non-public information about your transactions. Our Code of Ethics establishes our firm's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.

Neither Total Clarity nor its associated persons recommends buys or sells for client accounts any securities in which they have a material financial interest. Total Clarity and its associated persons may buy or sell securities identical to those securities recommended to you. They will not put their interests before your interest. Neither Total Clarity nor any associated person may trade ahead of you or trade in such a way as to obtain a better price for themselves than for you or other clients.

Total Clarity is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Further, associated persons are prohibited from trading on non-public information or sharing such information.

You have the right to decline any investment recommendation. Total Clarity and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

Review of Accounts

As part of the *Total Clarity Vision Account* program, your accounts will be reviewed at least quarterly and you will be contacted not less than annually for a review meeting. This is discussed in more detail in section 4A on page 5. You are advised that you must notify your Advisory Representative promptly

of any changes to your financial goals, objectives or financial situation as such changes may require him to review the portfolio allocation and make recommendations for changes. Each Advisory Representative is responsible for ensuring timely reviews and suitable recommendations. The level of experience of Advisory Representatives will vary.

You will be provided statements at least quarterly directly from Cetera Advisor Networks. These reports are provided by Pershing for Cetera Advisor Networks. Additionally, you will receive confirmations of all transactions that occur within your account directly from Cetera Advisor Networks or Pershing. Total Clarity provides a report every quarter showing all holdings within each account, along with performance data for each account beginning from the date of its inception. Once Total Clarity has switched reporting companies to Morningstar Office, performance data will be provided from 1/1/2012 going forward only. Depending on the services you requested, Total Clarity may also provide records of transactions occurring in clients' accounts each quarter and/or realized and unrealized gains and losses in the accounts. A *Realized Gains and Losses Report* is provided with the 4th Quarter Report for each client. Any of these reports are available upon a client's request. You should compare the report you receive from Total Clarity with statements received from Cetera Advisor Networks. Should there be any discrepancy between reports, the account custodian's report, from Cetera Advisor Networks, will prevail.

Client Referrals & Other Compensation

Product vendors recommended by Total Clarity may provide monetary and non-monetary assistance with client events in addition to providing educational tools and resources. Advisory Representatives do not select products as a result of any monetary or non-monetary assistance. Total Clarity's due diligence of a product does not take into consideration any assistance it may receive. The suitability and quality of a product for our clients is of first and foremost importance. Therefore, this is not considered a conflict of interest but rather a benefit for you and us.

Total Clarity does not directly or indirectly compensate any person who is not a supervised person of our firm for referrals. Further, we do not receive an economic benefit from a non-client for providing investment advice or advisory services to you.

Lastly, we do not compensate any person or entity for referring business to Total Clarity.

Custody

With the exception of the deduction of Total Clarity's advisory fees from your accounts, Total Clarity does not take custody of your funds or securities. As previously noted, you should compare the statement we provide you with your Cetera Advisor Networks statement.

Financial Information

Total Clarity will not require you to prepay more than \$1,200 and six or more months in advance of receiving the advisory service; therefore, a balance sheet is not required to be attached. Total Clarity has discretionary authority over client accounts; however that authority does not extend to the withdrawal of any client assets, with the exception of the deduction of Total Clarity's advisory fees from your accounts.

We are financially stable. There is no financial condition that is likely to impair our ability to meet our contractual commitment to you or any other client. Neither Total Clarity nor any of its Advisory Representatives has ever been the subject of a bankruptcy petition.

ITEM 10: REQUIREMENTS FOR STATE-REGISTERED ADVISERS

This section is not applicable to Total Clarity. Total Clarity is not state registered. Total Clarity is registered with the Securities and Exchange Commission.