

**Cover Page - Item 1**

## **Holloway Wealth Management, LLC**

5225 SW 91<sup>st</sup> Terrace,  
Gainesville, FL 32608  
Phone: (352) 337-8177  
Fax: (352) 378-8766  
[www.hollowaywealth.com](http://www.hollowaywealth.com)

**July 1, 2014**

**Form ADV Part 2A, Appendix 1:  
Wrap Fee Program Brochure**

Holloway Wealth Management, LLC is an investment adviser registered with the Securities and Exchange Commission (hereinafter "SEC"). An "investment adviser" means any person who, for compensation, engages in the business of advising others, either directly or through publications or writings, as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or who, for compensation and as part of a regular business, issues or promulgates analyses or reports concerning securities. Registration with the SEC or any state securities authority does not imply a certain level of skill or training.

This Wrap Fee program brochure provides information about the qualifications and business practices of Holloway Wealth Management, LLC. If you have any questions about the contents of this brochure, please contact us at (352) 337-8177. 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 Holloway Wealth Management, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Material Changes - Item 2**

**Revised: March 24, 2014**

The purpose of this page is to inform you of any material changes since the previous version of this brochure. In this Item, Holloway Wealth Management, LLC is required to discuss the material changes which have been made to the Wrap Fee Brochure since the last annual update. There have been no material changes to disclose in relation to this Item.

We review and update our brochure at least annually to make sure that it remains current.

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#### **Services Fees and Compensation - Item 4**

Holloway Wealth Management, LLC (hereinafter “HWM”) offers a Wrap Fee program (the “Program”). The Program described in this Brochure is provided to clients in a ‘wrap fee’ arrangement. A wrap fee arrangement is one in which a single fee is charged based upon the market value of assets in the client’s account. The fee includes wealth management services provided HWM, the execution of account transactions, custody services, and account servicing and reporting.

The purpose of this Brochure is to describe and disclose the services, fees, potential conflicts of interest, and other necessary information clients should consider prior to becoming a client of HWM’s investment advisory program covered in this Brochure.

HWM’s wealth management service includes financial planning combined with portfolio management. Clients purchasing this service receive a financial plan that is used to assist HWM in organizing a client’s financial information and determining the scope of services that are most suitable for a specific client’s financial situation and investment needs. Financial planning services can simplify and determine financial and investment alternatives by implementing a process that may include any or all of the following steps:

- Assessment of a client’s present financial situation by collecting information regarding net worth and cash flow statements, tax returns, insurance policies, investment portfolios, current asset allocations, pension plans, employee benefit statements, etc.
- Identification of a client’s financial and personal goals and objectives and areas of concern. Goals or objectives may include financing a child’s college education or retirement planning. The identified goals or objectives are specific, realistic and measurable. All goals include time horizons.
- Creating a unique picture of the client’s overall financial situation. Obstacles to achieving financial independence are identified so that resolution may occur. Examples of problem areas can include too little or too much insurance coverage, inadequate cash flow or a high tax burden.
- Implementation services. Upon completion of the financial plan, HWM will provide implementation services through its portfolio management services, as described more fully below. HWM may also work in conjunction with the client’s other professional advisers, e.g. accountants or lawyers. Under such arrangements, HWM will act as a project manager that coordinates the work of the appropriate parties in a manner consistent with the client’s objectives.

Financial plans are based on the client’s financial situation and the financial information the client provides to our Firm. Certain assumptions may be made with respect to interest and inflation rates, as well as past trends, historical market performance, and the economy. Past performance is in no way an indication of future results. HWM cannot offer any guarantees or promises that the client’s financial goals and objectives will be met. As the client’s financial situation, goals, objectives, or needs change, the client must promptly notify HWM.

Portfolio management refers to the management of money, including investments. Assets are usually held in what is called a portfolio. Determining the types and quantities of securities to hold in a portfolio is referred to as portfolio management.

HWM, as portfolio manager is responsible for the research, security selection and implementation of transaction orders in your account. The transactions in your account will be executed by Trust Company of America, ("TCA"). HWM receives a portion of the Wrap Fee for portfolio management services. TCA will also receive a portion of the fee for trade execution expenses. The terms and conditions under which a client participates in HWM's Wrap Fee program will be set forth in a written agreement between the client and HWM. The overall cost incurred from participation in our Wrap Fee program may be higher or lower than if the services were purchased separately.

Wrap fee accounts are managed to diversify a client's investments and may include various types of securities such as equities, exchange traded funds (ETFs) and/or exchange traded notes (ETNs), mutual funds, and other types of investments as deemed appropriate based on the client's stated goals and objectives. Investments and allocations are determined and based upon the client's predefined objectives, risk tolerance, time horizon, financial horizon, financial information, and other various suitability factors that are determined. For these reasons, performance of the portfolio may not be identical with the average client of HWM. On an ongoing basis, HWM reviews the client's financial circumstances and investment objectives and makes any adjustments to the client's portfolio as may be necessary to achieve the desired results.

Our Wrap Fee accounts are discretionary, that is, once the portfolio allocation has been agreed upon, the ongoing supervision and management of the portfolio is the responsibility of HWM. This authority is granted to us by you in a written agreement. This allows HWM to decide on specific securities, the quantity of the securities and placing buy or sell orders for your account without obtaining your approval for each transaction. This type of authorization is done using either the investment advisory agreement you sign with our Firm, a limited power of attorney agreement, or trading authorization forms.

Our investment management is based on proprietary, strategic, asset allocation models developed by HWM. The models vary in exposure to different asset classes (such as equities, fixed income and alternative investments), as well as different styles (such as growth or value), paired together to achieve diversification that ranges from conservative short term to aggressive long term. Once the client portfolio is constructed, HWM provides continuous supervision of the portfolio as changes in the market conditions and client circumstances may require. The management of our Wrap Fee investment accounts does not permit client restrictions of securities or security types.

### **Program Fee**

HWM charges a single asset-based fee for advisory services, which includes the cost of portfolio management services, custodial services and the execution of securities transactions. The annual fee for the HWM Wrap Fee Program is billed quarterly in arrears based on the average daily balance. Fees will be assessed pro rata in the event the portfolio management agreement is executed at any time other than the first day of a calendar quarter.

The client pays one fee to HWM. HWM will then pay TCA for its fees based on the amount of assets contained in such account. Client authorizes HWM to debit the fee from the client's account. If

insufficient cash is available to pay such fees, securities in an amount equal to the balance of unpaid fees will be liquidated to pay for the unpaid balance. On an annualized basis, HWM charges a fee of 1.75% for the Program. At the sole discretion of HWM, this fee may be negotiable.

In determining whether to establish a Program account, a client should be aware that the overall cost to the client of the Program may be higher or lower than the client might incur by purchasing separately the types of securities available in the Program. The benefits under a wrap fee program depend, in part, upon the size of the account and the number of transactions likely to be generated in the Account. For example, a wrap fee program may not be suitable for Accounts with little trading activity. In order to compare the cost of the Program with unbundled services, the client should consider the turnover rate in HWM's investment strategies, trading activity in the account and standard advisory fees and brokerage commissions that would be charged at TCA, or at other broker-dealers and investment advisers.

### **Termination**

Either party may terminate the investment advisory agreement (Agreement) within five days of the date of acceptance without penalty to the client. After the five-day period, either party may terminate the Agreement by providing a 30 days' written notice to the other party. Refunds are generally not applicable as fees are payable in arrears. However, in the event there are any prepaid unearned fees, HWM will return a pro rata share to the client.

Upon termination of accounts held at TCA, TCA delivers securities and funds held in the account as instructed by client, unless client requests that the account be liquidated. After the Agreement has been terminated, transactions are processed at the prevailing brokerage rates. The client becomes responsible for monitoring their own assets and HWM has no further obligation to act or provide advice with respect to those assets.

### **Additional Fees and Expenses**

All fees paid to HWM for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees generally include a management fee, other fund expenses, and a possible distribution fee. If the fund also imposes sales charges, a client may pay an initial or deferred sales charge. A client could invest in a mutual fund directly, without the services of HWM. In that case, the client would not receive the services provided by HWM which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by HWM to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

There may be other costs assessed, which are not included in the Program Fee, such as national securities exchange fees; charges for transactions with respect to assets not executed through the custodian, costs associated with exchanging currencies; wire transfer fees; or other fees required by law.

Wrap fee programs may not be suitable for all investment needs, and any decision to participate in a wrap fee program should be based on your financial situation, investment objectives, tolerance for risk, and investment time horizon, among other considerations.

HWM and its Representatives receive compensation as a result of your participation in the Program. This compensation may be more than the amount our firm or the Representative would receive if you paid separately for investment advice, brokerage, and other services. Accordingly, a conflict of interest exists because our firm and the Representatives have a financial incentive to recommend the Program, and may recommend the Program over other programs or services for which the compensation arrangements are not as beneficial.

#### **Account Requirements and Types of Clients - Item 5**

We offer investment advisory services to individuals, pension and profit sharing plan participants, trusts, estates, charitable organizations, corporations, and other business entities.

We require a minimum of \$250,000 to open and maintain an account. At our sole discretion we may waive this requirement. This requirement can be met by combining two or more accounts owned by you or related family members.

#### **Portfolio Manager Selection and Evaluation - Item 6**

We are the sponsor and sole portfolio manager for the Holloway Wealth Management Wrap Fee Program. Our firm does not utilize outside portfolio managers. Our firm and our Investment Adviser Representatives act as portfolio managers for the wrap fee program described in this Wrap Fee Program Brochure.

You will work with an Investment Adviser Representative of our firm to identify your financial needs, investment objectives, tolerance for risk, and investment time horizon for each account to be established in the Program. Based on information you provide, we will assist you in identifying objectives in accordance with the risk profile that is suitable for your account(s). Each portfolio is constructed with a view to achieving certain objectives and risk profiles, and we will manage the account's assets to reflect the portfolio selected by you.

#### **Performance Calculation**

In the investment models pertaining to the Wrap Fee Program, HWM does not calculate nor publish performance information. Where HWM obtains performance information from third-party data providers, HWM believes this information to be reliable. However, we do not review performance information submitted by third-party providers or verify the accuracy or compliance with presentation standards.

#### **Advisory Business**

We provide ongoing wealth management services to clients. This service includes financial planning combined with continuous portfolio management. Clients purchasing this service receive ongoing financial planning and either discretionary or non-discretionary investment portfolio management. This service is available either as a non-wrap fee or as a wrap fee program. Accounts managed through the wrap fee program are done so in substantially the same manner as those managed under a non-wrap arrangement. Please refer to the, "Services, Fees and Compensation - Item 4" section of this brochure for a detailed description of our Advisory Services.

### **Performance Based Fees - Side by Side Management**

We and our Associated Persons do not accept performance based fees. Performance based fees are based on a share of capital gains on or capital appreciation of the client's assets.

### **Methods of Analysis**

The following are different methods of analysis that we may use when providing you with investment advice:

- **Fundamental Analysis** – fundamental analysis is a technique that attempts to determine a security's value by focusing on underlying factors that affect a company's actual business and its future prospects. The term refers to the analysis of the economic well-being of a financial entity as opposed to only its price movements.
- **Technical Analysis** – technical analysis is a technique that relies on the assumption that current market data (such as charts of price, volume, and open interest) can help predict future market trends, at least in the short term. It assumes that market psychology influences trading and can predict when stocks will rise or fall.

### **Investment Strategies**

We may use one or more of the following investment strategies when advising you on investments:

- **Long Term Purchases** – securities held for over a year.
- **Short Term Purchases** – securities held for less than a year.
- **Trading** – securities held for less than 30 days.

### **Risk of Loss**

The investment advice provided along with the strategies suggested by HWM will vary depending on each client's specific financial situation and goals. This brief statement does not disclose all of the risks and other significant aspects of investing in financial markets. In light of the risks, you should fully understand the nature of the contractual relationship(s) into which you are entering and the extent of your exposure to risk. Certain investing strategies may not be suitable for many members of the public. You should carefully consider whether the strategies employed will be appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Certain investment strategies may utilize a concentrated portfolio of investments. Concentrated portfolios generally hold the securities of a limited number of companies and, therefore, may be more volatile because the risk specific to each company may represent a larger portion of assets. It is likely that the performance of these portfolios will differ significantly from that of the broad equity market.

### **Voting of Client Securities - Proxy Voting**

HWM does not vote proxies. It is the client's responsibility to vote proxies. Clients will receive proxy materials directly from the custodian. Questions about proxies may be made via the contact information on the cover page.



### **Client Information Provided to Portfolio Managers - Item 7**

We conduct financial planning consultations and create a financial plan to determine a client's financial position, investment goals and objectives (e.g., risk tolerance and time horizon), investment limitations, reasonable investment restrictions and risk tolerance. The financial plan is used to create an investment portfolio based on these criteria.

At least annually, HWM will contact clients to determine whether they have had any changes to their financial plan. It is the client's responsibility to advise us of any changes to the information previously provided that might impact the ongoing suitability of any prior determined investment strategy or objectives. Should changes occur to a client's financial plan before the next annual meeting, we request that the client contact us as soon as possible.

### **Client Contact with Portfolio Managers - Item 8**

HWM and its Associated Persons are the sole portfolio managers to the Program. We do not place any restrictions on clients who wish to contact or consult with us. Our primary contact regarding questions about the Program is Caroline Jennings Holloway, CCO. Clients may contact her at (352) 337-8177.

### **Additional Information - 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 us or the integrity of our management. There is no history of material legal or disciplinary events by our Firm or our management persons.

#### **Other Financial Industry Activities and Affiliations**

Executive officers and other Associated Persons of HWM are separately licensed as registered representatives with Geneos, a securities broker/dealer registered with the Securities and Exchange Commission and the Financial Industry Regulatory Authority ("FINRA").

As dually licensed representatives, such individuals will receive commissions for the purchase and sale of securities and annuity products. This commission revenue is separate and in addition to revenue received from advisory fees. This arrangement represents a conflict of interest due to the receipt of both advisory and commission compensation. HWM has policies and procedures in place to monitor all client transactions. Where HWM finds an Associated Person has not acted in the best interest of the client, HWM may cancel the transaction. Alternatively, HWM may deduct the commission costs from the advisory fee paid by the client. In any event, all client transaction costs will be disclosed to the client.

Executive officers and other Associated Persons of HWM may be separately licensed as insurance agents and may affect transactions in insurance products for their clients and earn commissions for these activities. The Firm expects that clients to whom it offers advisory services may also be clients for whom these individuals act as insurance agents. Clients are instructed that the fees paid to the Firm for advisory services are separate and distinct from the commissions earned by its Associated Persons for placing the client in insurance products. Clients to whom the Firm offers advisory services are informed that they are under no obligation to use the Firm's IARs for insurance services and may use the insurance brokerage Firm and agent of their choosing.

### **Description of Our Code of Ethics**

HWM has adopted a Code of Ethics (the “Code”) to address investment advisory conduct. The Code focuses primarily on fiduciary duty, personal securities transactions, insider trading, gifts, and conflicts of interest. The Code includes HWM’s policies and procedures developed to protect client’s interests in relation to the following topics:

- The duty at all times to place the interests of clients first;
- The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the code of ethics.
- The responsibility to avoid any actual or potential conflict of interest or misuse of an employee’s position of trust and responsibility;
- The fiduciary principle that information concerning the identity of security holdings and financial circumstances of clients is confidential; and
- The principle that independence in the investment decision-making process is paramount.

Clients who would like to receive a copy of HWM’s Code of Ethics, may contact Caroline Jennings Holloway, CCO at (352) 337-8177.

### **Personal Trading Practices**

At times HWM and/or its Advisory Representatives may take positions in the same securities as clients, which may pose a conflict of interest with clients. HWM and its Advisory Representatives will generally be “last in” and “last out” for the trading day when trading occurs in close proximity to client trades. We will not violate our fiduciary responsibilities to our clients. Front running (trading shortly ahead of clients) is prohibited. Should a conflict occur because of materiality (i.e. a thinly traded stock), disclosure will be made to the client(s) at the time of trading. Incidental trading not deemed to be a conflict (i.e. a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be disclosed at the time of trading.

### **Review of Accounts**

HWM monitors the individual investments within the Program each day the market is open. Portfolio performance is reviewed, at a minimum, on a quarterly basis. HWM offers clients an in-person portfolio review meeting on an annual basis. Material market, economic, or political events, or changes in a client’s financial circumstances, may trigger more frequent reviews.

The account reviews are performed by the client’s Advisory Representative. The Chief Compliance Officer and other designated compliance staff monitor the portfolios and financial plans for investment objectives and other supervisory review.

Clients will receive statements directly from their account custodian(s) on at least a quarterly basis. This statement will show total portfolio value and the securities holdings and activity in the account.

### **Client Referrals and Other Compensation**

We do not receive economic benefits from third parties in exchange for providing investment advice or other advisory services to our clients.

We and our related persons do not compensate, either directly or indirectly, any person or entity who is not our supervised person for client referrals.

### **Financial Information**

We are required in this Item to provide you with certain financial information or disclosures about HWM's, financial condition. HWM has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

### **Requirements for State-Registered Advisors - Item 10**

**This section is intentionally left blank- Our Firm is SEC registered**

### **Miscellaneous**

#### **Trade Aggregation**

While individual client advice is provided to each account, client trades may be executed as a block trade. HWM encourages its existing and new clients to use TCA. Only accounts in the custody of TCA would have the opportunity to participate in aggregated securities transactions. All trades using TCA will be aggregated and done in the name HWM. The executing broker will be informed that the trades are for the account of HWM's clients and not for HWM itself. No advisory account within the block trade will be favored over any other advisory account, and thus, each account will participate in an aggregated order at the average share price and receive the same commission rate. The aggregation should, on average, reduce slightly the costs of execution, and HWM will not aggregate a client's order if in a particular instance HWM believes that aggregation would cause the client's cost of execution to be increased. TCA will be notified of the amount of each trade for each account. HWM and/or its Advisory Representatives may participate in block trades with clients, and may also participate on a pro rata basis for partial fills, but only after the determination has been made that clients will receive fair and equitable treatment.

#### **Confidentiality**

HWM views protecting its customers' private information as a top priority and, pursuant to the requirements of the Gramm-Leach-Bliley Act, the Firm has instituted policies and procedures to ensure that customer information is kept private and secure.

HWM does not disclose any nonpublic personal information about its customers or former customers to any nonaffiliated third parties, except as permitted by law. In the course of servicing a client account, HWM may share some information with its service providers, such as transfer agents, custodians, broker-dealers, accountants, and lawyers.

HWM restricts internal access to nonpublic personal information about its clients to those employees who need to know that information in order to provide products or services to the client. HWM maintains physical and procedural safeguards that comply with state and federal standards to guard a client's nonpublic personal information and ensure its integrity and confidentiality. As emphasized above, it has always been and will always be the Firm's policy never to sell information about current or former customers or their accounts to anyone. It is also the Firm's policy not to share information unless required to process a transaction, at the request of the client, or as required by law.

A copy of the Firm's privacy policy notice will be provided to each client prior to, or contemporaneously with, the execution of the advisory agreement. Thereafter, the Firm will deliver a copy of the current privacy policy notice to its clients on an annual basis. If you have any questions on this policy, please contact us.

### **Class Action Lawsuits**

From time to time, securities held in the accounts of clients will be the subject of class action lawsuits. HWM has no obligation to determine if securities held by the client are subject to a pending or resolved class action lawsuit. It also has no duty to evaluate a client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, the Firm has no obligation or responsibility to initiate litigation to recover damages on behalf of clients who may have been injured as a result of actions, misconduct, or negligence by corporate management of issuers whose securities are held by clients.

Where the Firm receives written or electronic notice of a class action lawsuit, settlement, or verdict affecting securities owned by a client, it will forward all notices, proof of claim forms, and other materials, to the client. Electronic mail is acceptable where appropriate, and the client has authorized contact in this manner.

### **Trade Error Correction Procedures**

On infrequent occasions, an error may be made in a client account. For example, a security may be erroneously purchased for the account instead of sold. In these situations, the Firm generally seeks to rectify the error by placing the client account in a similar position as it would have been had there been no error. Depending on the circumstances, various corrective steps may be taken, including among others canceling the trade or adjusting an allocation. Any losses resulting from error correction will be placed in HWM's error correction account. Any gains resulting from error correction will be credited to the client's account.