

Item 1 - Cover Page

January 23, 2013

as amended February 20, 2014

Protectus Wealth, Ltd

C/o Sergio Nozal
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This brochure serves as a replacement to Part II of Form ADV Uniform Application for Investment Adviser Registration, which gives information about an investment adviser and its business for the prospective Clients. This information has not been approved or verified by any governmental authority. Registration of an investment adviser does not imply that the adviser possesses a certain level of skill or training.

Additional information about Protectus Wealth, Ltd., is also available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Protectus Wealth, Ltd. (PWL) is a newly registered investment adviser with the Securities Exchange Commission (SEC). Therefore this Brochure is a new document and there are no material changes to be reported. In the future, this Item will discuss only specific material changes that are made to the Brochure. Each time PWL will reference the date of its last annual update of the Brochure.

Pursuant to new SEC Rules, Clients will receive a summary of any materials changes to the Brochure, and any subsequent versions of the Brochure within 120 days of the close of the PWL fiscal year, which is December 31. PWL may further provide other ongoing disclosure information about material changes as necessary. PWL will provide Clients with a new version of the Brochure as necessary based on changes or new information, at any time, without charge. Currently, anyone may request the Brochure by contacting Sergio Nozal +(44) 2032 39 7968 or info@protectuswealth.com.

Protectus Wealth, Ltd.

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Item 4 – Advisory Business

Protectus Wealth, Ltd. (the “**Investment Adviser**” or “**PWL**”) is an investment advisory firm registered with the Securities and Exchange Commission (the “**SEC**”). PWL offers advisory services to high net worth clients through managed accounts in exchange for a management fee and a performance fee, described below. PWL was organized on January 24, 2011 as a British Virgin Island, Business Company. The sole owner and control person of PWL is Sergio Nozal.

The principal office of PWL is located at Ordman House, 31 Arden close, Bradley Stoke, Bristol B532 8AX, UK. Regular business hours are from 8:30 am to 5pm, Monday through Friday. Clients may call PWL any time during normal business hours to discuss their accounts, financial situation or individual needs.

As the manager and controlling person of PWL, Mr. Nozal controls all of PWL’s business operations and activities. This Brochure provides information regarding PWL and its qualifications, business practices, and the nature of advisory services that should be considered.

Please contact Sergio Nozal, Chief Compliance Officer, if you have any questions about this Brochure. Additional information about PWL is available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. The CRD number for PWL is 166661.

Mr. Nozal, the sole individual associated with PWL will provide its investment advisory services. He is appropriately licensed, qualified, and authorized to provide advisory services on behalf of PWL to its Clients.

Sergio Nozal was born January 10, 1979 in Madrid, Spain. He graduated as an Industrial Engineer in September 2002 from Polytechnic University of Madrid and was employed at Nissan Technical Centre Europe in Barcelona, Spain from November 2005 through January 2009 as Financial Controller and Project Manager.

In 2008, he received a post graduate degree in Business Administration from the University of Barcelona. Sergio Nozal started his investment career in 2001 as an independent trader in the U.S. futures markets, specializing in options and spread trading since 2004.

Since 2009, Sergio Nozal has managed his own company dedicated to educate traders and investors. The name of the school is SharkOpciones and he acts as Director and Coach.

Description of Advisory Business

PWL manages accounts for high-net worth Clients (the “**Investment Management Services**”) that represent they (1) have speculative capital for the principle purpose of investing and (2) are fully cognizant of the possible high risks associated with such investments. PWL’s investment program (described below and in Item 8 of this Brochure) focuses on the global securities markets.

Investment account assets shall consist of (i) all such cash and investments of the Client as the Client may place under the supervision of PWL from time to time, plus (ii) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends and interest on investments, and all appreciation thereof and additions thereto, less depreciation thereof and withdrawals therefrom (the “**Investment Account Assets**”). A separate managed account (the “**Managed Account**”) is maintained for each Client’s Investment Account Assets with the Custodian and the Client retains all rights of ownership to their Managed Accounts.

In its full and absolute discretion and without any obligation on its part to give prior notice to the Client, PWL shall have sole, complete and full power and authority to invest and reinvest all of the Investment Account Assets in such securities as PWL in its sole and absolute discretion shall consider to be in the best interest of the Client.

In connection therewith, PWL shall have sole, complete and full power and authority to: (i) issue orders for the Managed Account to a broker or dealer; (ii) instruct the Custodian to exercise or abstain from exercising any option, privilege or right held in the Managed Account; (iii) monitor the correct collection of income on the Managed Account by the Custodian; and (iv) take any other action with respect to securities or other property in the Managed Account as needed to serve the best interest of the Client. PWL shall further be free to make investment changes regardless of the resulting rate of portfolio turnover, when it, in its sole discretion, shall determine that such changes will promote the investment objective of the Managed Account.

PWL reserves the right to advise Clients with respect to any other type of investment deemed appropriate based on the Client’s stated goals and objectives. PWL may also provide advice on any type of investment held in a Client’s Investment Account Assets at the inception of the advisory relationship or with respect to any investment for which the Client requests advice.

PWL does not guarantee any specific level of performance, the success of any investment decision or strategy that PWL may use, or the success of PWL’s overall management of the Client. The Client understands that investment decisions made for the Client by PWL are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

There is no guarantee that the advisory services offered would result in the Client's goals and objectives being met. There is no guarantee of profit or protection from loss. The fees and expenses in connection with these advisory services may be higher than the cost of similar services offered through other financial firms or the fees associated with other financial services. No assumption can be made that any particular advisory services, investment strategy or fee arrangement will provide better returns than other investment strategies.

Clients are responsible for notifying PWL of any changes to their financial situation or investment objectives.

Item 5 – Fees and Compensation

Management Fee

Clients pay PWL a management fee (the “**Management Fee**”) based on a percentage of the value of the Investment Account Assets, as determined by the Custodian. The Management Fee shall be equal to $\frac{1}{4}^{\text{th}}$ of 2.0% of the Investment Account Assets value, calculated and paid quarterly in arrears (March 31, June 30, September 30 and December 31).

A pro rata Management Fee is charged to a Client with respect to any amounts permitted to be invested during any calendar quarter. The Management Fee is assessed pro rata in the event this Agreement is executed at any time other than the first day of a calendar quarter and with respect to any amounts permitted to be invested at any time other than the first day of a calendar quarter.

The Management Fee may be drawn directly from the Client's account whenever the following conditions are met and the Client authorizes direct fee withdrawals in writing below:

- The authorization must be limited to withdrawing contractually agreed upon Management Fee.
- PWL must notify the Client, in writing by at least first class mail not less than seven (7) days prior to the proposed date of withdrawal, of the exact amount of the proposed withdrawal and the specific manner or basis on which the management fee has been calculated. The notice shall advise the client of the opportunity to object to the invoiced amount and the manner in which the objection shall be made.
- The frequency of fee withdrawal must be specified in the written authorization or agreement.
- The Custodian of the account must be advised in writing of the limitation on the adviser's access to the account. This requirement may be satisfied by furnishing to the custodian a copy of the authorization or agreement.
- The Custodian must provide the Client, not less than quarterly, a statement indicating all amounts disbursed from the Investment Account including, separately, the amount of Management Fees paid. This information may be contained in the Custodian's regular periodic report to the Client.
- The Client must be able to terminate the written billing authorization at any time.

I **authorize** direct fee withdrawals from my Investment Account. The Client

agrees to authorize the Custodian make payments from the Client's Investment Account to the Investment Manager in compensation for services as set forth in this Agreement.

Signature _____ Date_____

I **decline** to authorize direct fee withdrawals from my Investment Account.

Signature _____ Date _____

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

Performance Fee

If the Client is a Qualified Client, a performance-based incentive fee (the "Performance Fee") is assessed with respect to the Investment Account Assets. The Performance Fee shall equal twenty percent (20%) of the excess, if any, of the Net Capital Appreciation (as defined below) of the Investment Account Assets over any Accumulated Net Capital Depreciation (as defined herein).

The computation of the Performance Fee is to be made as of December 31, 2013 and thereafter as of the end of each calendar year during the existence of this Agreement and one hundred percent (100%) of the estimated Performance Fee, if any, shall be payable by January 31 of the following year. "Net Capital Appreciation" means the excess, on a US\$-adjusted basis, of (i) the total of all realized and unrealized gains and dividend and interest income, over (ii) the total of all realized and unrealized losses and expenses, all determined on the accrual basis of accounting. "Accumulated Net Capital Depreciation" means the sum of the Net Capital Depreciation (as defined below) for all calendar years for which Net Capital Depreciation exists since the last previous date as of which a Performance Fee was payable (i.e., a "loss carry-forward" from prior year(s)). "Net Capital Depreciation" means the excess of the (i) total of all realized and unrealized losses and expenses, over (ii) the total of all realized and unrealized gains and dividend and interest income. "Expenses" include, without limitation, the Base Fee, dividends paid, any amounts of dividend or interest income withheld as taxes, and interest paid (including interest on capital to fund the Account). Unrealized gains or losses shall be calculated based upon prices at which open positions are valued in the ordinary course at the close of business at year-end. Realized gains and losses shall be calculated on the actual net purchase or sale prices paid or received.

If at any time during or following the term of this Agreement, gains or income used to calculate the Performance Fee are subsequently required to be surrendered or otherwise expended as a result of an adjudication or a settlement of allegations to the effect that such gains or income were obtained in violation of applicable law, the Investment Manager shall be liable to return any excess of the Performance Shares previously paid over the amount of Performance Fees which would have been due the Investment Manager in the absence of the activity that gave rise to such surrender.

Payment of Performance Fees

Fees for advisory services may be drawn directly from the Client's account whenever the following conditions are met and the Client authorizes direct withdrawals in writing below:

- A copy of the invoice must be sent to the Custodian at the same time a copy is sent to the Client;

- The Custodian sent statements to the Client showing all disbursements for the custodian account, including the amount of the Client Fees; and
- The Client provides written authorization permitting the Investment Manager to bill and draw fees directly from their Investment Accounts held by the Custodian.

I **authorize** direct fee withdrawals from my Investment Account.

Signature _____ Date _____

I **decline** to authorize direct fee withdrawals from my Investment Account.

Signature _____ Date _____

Item 7 – Types of Clients

PWL provides Investment Management Services on a fully discretionary basis to high-net worth Clients through separately managed accounts. PWL manages accounts for Clients that represent they (1) have speculative capital for the principle purpose of investing and (2) are fully cognizant of the possible high risks associated with such investments.

In order to become a Client, prospective Clients must represent and warrant to PWL that: (i) it has full capacity and authority to enter into the Agreement and to perform its obligations thereunder; (ii) it has all governmental and regulatory licenses, registrations and approvals required by law as may be necessary perform its obligations under the Agreement; (iii) it will not, by entering into the Agreement and performing its obligations hereunder, breach or cause to be breached any undertaking agreement, contract, statute, rule or regulation of any court or any governmental body or administrative agency or self-regulating authority having jurisdiction over it; and (iv) should it be acting on behalf of third-party investors, it has determined the extent of any information regarding PWL that is required to be provided to such third-party investors and takes sole responsibility therefore.

Clients must meet certain minimum suitability requirements, including qualifying as an Accredited Investor and Qualified Client, unless otherwise determined by PWL.

All Clients must sign PWL's Investment Management Agreement. Prospective Clients must respond to all questions listed in the Investment Management Agreement in order to be able to become a Client of PWL.

PWL may reject any person's request to become a Client of PWL for any reason.

Although Mr. Nozal expects to devote a significant amount of his time to the business of the PWL, he is only required to devote so much of his time to PWL as he determines necessary in his sole discretion.

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

PWL's investment strategy is an Equity Long/Short strategy, PWL's main goal is the search of absolute returns regardless of market conditions, giving priority to a low volatility on the portfolio and capital protection.

PWL invests on US stock indexes, through option spreads. The strategy collects premiums selling spreads in order to profit from options time decay.

PWL's strategy uses quantitative techniques, like probability and statistical tools, to manage risk, adjust trades and hedge portfolio.

Investment Philosophy

When deemed appropriate by the Investment Manager, may, for defensive purposes, temporarily invest up to 100% of the Client's assets in cash and/or cash equivalents (including money market instruments, such as bankers acceptances, certificates of deposit, commercial paper, short term corporate or government obligations denominated in various currencies).

Portfolio Construction and Risk Management

Preservation of capital will be a high priority. The Investment Manager believes that the most fundamentally compelling value situations are less likely to suffer a permanent impairment of capital (i.e., the greater the margin of safety, the lower the risk). The Investment Manager will base risk management on the following principles and practices.

- **Trading and Risk Management** – Focus is on avoiding principal loss rather than aggressively pursuing excessive returns. In line with this approach, will evaluate trading patterns prior to accumulating any position and will typically open half or a third of the total anticipated position before adding to the position. All positions will be assessed using models to ensure daily risk tolerances are not exceeded.
- **Exit Methodology** – A disciplined approach is utilized with target exit points being set for each trade and executed when the company's progress is appreciated by the market and the stock is revised upwards to a point that there is sufficient risk in the stock if the key company or macro milestones are not met.

Item 9 – Disciplinary Information

Neither PWL nor Mr. Nozal has been involved in any legal or disciplinary events. No disciplinary events have been recorded by the any state or the SEC. PWL does not have any current Clients. No prospective Client has threatened PWL or Mr. Nozal with disciplinary activities

Item 10 - Conditions for Managing Accounts

Investment Account Assets shall consist of (i) all such cash and investments of the Client as the Client may place under the supervision of PWL from time to time, plus (ii) all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all dividends and interest on investments, and all appreciation thereof and additions thereto, less depreciation thereof and withdrawals therefrom.

The minimum account size that shall be accepted by PWL is fifty thousand U.S. dollars (USD \$50,000) and the Client may add to or withdraw funds from its investment account (the "**Investment Account**") in increments of ten thousand U.S. dollars (USD \$10,000) at any time as long as the Investment Account Assets remain equal to or in excess of \$50,000.

In order to become a Client, prospective Clients must represent and warrant to PWL that: (i) it has full capacity and authority to enter into the Agreement and to perform its obligations thereunder; (ii) it has all governmental and regulatory licenses, registrations and approvals required by law as may be necessary perform its obligations under the Agreement; (iii) it will not, by entering into the Agreement and performing its obligations hereunder, breach or cause to be breached any undertaking agreement, contract, statute, rule or regulation of any court or any governmental body or administrative agency or self-regulating authority having jurisdiction over it; and (iv) should it be acting on behalf of third-party investors, it has determined the extent of any information regarding PWL that is required to be provided to such third-party investors and takes sole responsibility therefore.

Clients must meet certain minimum suitability requirements, including qualifying as an Accredited Investor and Qualified Client, unless otherwise determined by PWL. Investors must respond to all questions listed in the Agreement in order to be able to become a Client of PWL.

PWL may reject any person's request to become a Client of PWL for any reason.

Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

PWL has adopted a Code of Ethics (the “**Code**”) pursuant to Rule 204A-1 of the Investment Advisers Act and Rule 17j-1 of the Investment Company Act. PWL’s Code sets forth standards of ethical and business conduct expected of access persons and addresses conflicts that may arise from personal trading by PWL personnel to ensure that PWL’s fiduciary obligations to its clients are met as well as compliance with federal securities laws. The Code includes a personal trading policy and policies and procedures to detect and prevent insider trading. Additionally, the Code defines material, nonpublic information and the restrictions on trading on any such knowledge. The Code also includes policies and procedures on serving as officers, trustees and/or directors of outside organizations and participating in outside business activities. Additionally, the Code sets forth specific restrictions and limitations as to which employees may make political contributions, as well as preclearance requirements for certain political contributions.

All PWL personnel must acknowledge understanding and agree to comply with the Code initially upon employment and must certify on an annual basis that they have read and understand the code and have complied with it.

Clients or prospective clients may obtain a copy of the Code upon request.

Conflicts of Interest

Clients or investors should carefully consider the conflicts of interest described here and in the Agreement, as applicable.

Other Investment Accounts

The Client understands that PWL or Mr. Nozal may take actions for their own accounts that differ from advice given to or action taken for the Client. PWL is not obligated to buy, sell or recommend for the Client any security or other investment that PWL or Mr. Nozal may buy, sell or recommend for their own accounts. The Agreement does not limit or restrict in any way PWL or Mr. Nozal from buying, selling or trading in any securities or other investments for their own accounts.

Conflicts of interest may arise in the allocation of investment opportunities among accounts that PWL advises. PWL will seek to allocate investment opportunities believed appropriate for the Client’s account and other accounts advised by PWL among such accounts equitably and in a manner consistent with the best interests of all accounts involved. But, there can be no assurance that a particular investment opportunity that comes to the attention of PWL will be allocated in any particular manner.

To address the conflicts of interest posed by this type of trading, PWL maintains the

Code, as described above. Specifically, the Code requires that PWL personnel obtain written pre-clearance for transactions that exceed a de minimis level. The Code also establishes minimum holding periods for such securities. Additionally, the Code requires access persons to submit transactions reports and initial and annual holding reports showing all transactions in which the person has, or by reason of such transaction acquires, any direct or indirect beneficial ownership in covered securities, with limited exceptions for securities such as shares of mutual funds not advised by PWL. This enables PWL to determine with reasonable assurance any indications of front-running or other appearance of a conflict of interest.

Item 12 – Brokerage Practices

Brokerage Practices

PWL's objective in selecting brokers and dealers and in effecting portfolio transactions is to seek the best combination of price and execution with respect to its accounts' portfolio transactions. The best net price, giving effect to brokerage commissions, spreads and other costs, is normally an important factor in this decision, but a number of other judgmental factors are considered as they are deemed relevant. In applying these factors, PWL recognizes that different broker-dealers may have different execution capabilities with respect to different types of securities. In determining whether a particular broker-dealer is likely to provide best execution, PWL takes into account all factors that it deems relevant to the broker-dealer's execution capability.

Client-Directed Brokerage Transactions

While PWL generally requires clients to use TradeStation as the custodian and broker for Managed Accounts, PWL will accept in limited instances direction from Clients as to which broker-dealer is to be used. If the Client directs the use of a particular broker-dealer, PWL asks that the Client also specify in writing (i) general types of securities for which a designated firm should be used and (ii) whether the designated firm should be used for all transactions, even though PWL might be able to obtain a more favorable net price and execution from another broker-dealer in particular transactions.

Clients, who, in whole or in part, direct PWL to use a particular broker-dealer to execute transactions for their accounts should be aware that, in so doing, such decision may adversely affect PWL's ability to, among other things, obtain volume discounts on aggregated orders or to obtain best price and execution by, for example, executing over-the-counter stock transactions with the market makers for such securities. Additionally, as noted above, transactions for a client that directs brokerage are generally unable to be aggregated for execution purposes with orders for the same securities for other accounts managed by PWL.

Accordingly, directed transactions may be subject to price movements, particularly in volatile markets, that may result in the client receiving a price that is less favorable than the price obtained for the aggregated order. Under these circumstances, the direction by a client of a particular broker or dealer to execute transactions may result in higher commissions, greater spreads, or less favorable net prices than might be the case if PWL could negotiate commission rates or spreads freely, or select brokers or dealers based on best execution. Consequently, best price and execution may not be achieved.

Item 13 – Review of Accounts

Review of Accounts

On a continuous basis, PWL monitors and reviews portfolio activity in the Managed Accounts. Mr. Nozal may employ various computer programs in conducting periodic account reviews which include monitoring for account restrictions, consistency with investment objectives and strategy descriptions. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political or economic environment.

Clients receive monthly accounts statements directly from the Custodian. PWL urges clients to carefully review official custodial records.

Mr. Nozal will meet with Clients upon request. Clients agree to a minimum of two (2) meetings yearly with Mr. Nozal to review and discuss the Investment Management Services provided under the Agreement. Such meetings shall be scheduled to take place in person at a mutually convenient time and location and if both Mr. Nozal and the Client agree, such meeting may be conducted by telephone.

Client understands and agrees that the Investment Management Services are a diversification opportunity for the Client's investment portfolio, not a complete investment program. There can be no assurance that PWL will achieve the Client's investment objectives or avoid substantial losses. The Client should not engage PWL with the expectation of sheltering income. Clients are urged to consult with their business, tax and legal advisers before engaging PWL.

Item 14 – Client Referrals and Other Compensation

Brokerage for Client Referrals

Presently, PWL does not have any such referral arrangements. Should PWL ever direct some Client brokerage business to brokers who refer prospective investors to PWL, third parties will be compensated in accordance with Rule 206(4)-3 under the Investment Adviser's Act of 1940. Because such referrals, if any, are likely to benefit PWL but will provide an insignificant (if any) benefit to the Client, PWL will have a conflict of interest with the Client when allocating Client brokerage business to a broker who has referred investors to PWL. To prevent Client brokerage commissions from being used to pay investor referral fees, PWL will not allocate Client brokerage business to a referring broker unless PWL determines in good faith that the commissions payable to such broker are reasonable in relation to those available from non-referring brokers offering services of substantially equal value to the Client.

Item 15 – Custody

Custody of the Client's assets will be maintained at TradeStation. The Client agrees to inform PWL immediately if it is dissatisfied with PWL's decisions or actions, or if it is dissatisfied with TradeStation's handling of the Investment Account. The Client will be solely responsible for paying all fees or charges of the Custodian. The Client authorizes PWL to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Client. The Client shall pay all fees and expenses of the Custodian. All transactions will be consummated by payment to or delivery by, the Custodian, of all cash or securities due to or from the Investment Account.

PWL shall at no time have custody or physical control of any of the Investment Account Assets and it is the responsibility of the Client to reach an agreement with the Custodian. PWL shall instruct all brokers or dealers executing orders on behalf of the Investment Account to forward to the Custodian and the Client copies of all brokerage confirmations promptly after execution of transactions. PWL shall have no responsibility or liability with respect to custodial arrangements or the acts, omissions or other conduct of the Custodian.

The term "Custodian" for purposes of this Agreement shall mean TradeStation, or subject to the approval of PWL, another financial institution designated by the Client in **Exhibit A** of the Agreement (the "**Custodian**"). The Custodian shall maintain assets of the Client in an account suitable for investing as determined by the Custodian (the "**Investment Account**") and as agreed to by PWL in its sole and absolute discretion.

The Client shall cause the Custodian to accept instructions from PWL to execute transactions for the Investment Account and to provide PWL daily and monthly reports concerning the status of the Investment Account and such other information relating to the Investment Account or the Investment Account Assets as PWL may from time to time request.

PWL is deemed to have a form of custody of Client funds and securities whenever it is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody that PWL will have over individual Client accounts.

Item 16 – Investment Discretion

In its full and absolute discretion and without any obligation on its part to give prior notice to the Client, PWL shall have sole, complete and full power and authority to invest and reinvest all of the Investment Account Assets in such securities as PWL in its sole and absolute discretion shall consider to be in the best interest of the Client.

In connection therewith, PWL shall have sole, complete and full power and authority to: (i) issue orders for the Managed Account to a broker or dealer; (ii) instruct the Custodian to exercise or abstain from exercising any option, privilege or right held in the Managed Account; (iii) monitor the correct collection of income on the Managed Account by the Custodian; and (iv) take any other action with respect to securities or other property in the Managed Account as needed to serve the best interest of the Client. PWL shall further be free to make investment changes regardless of the resulting rate of portfolio turnover, when it, in its sole discretion, shall determine that such changes will promote the investment objective of the Managed Account.

Item 17 – Voting Client Securities

The Client agrees that PWL shall not have the authority or the responsibility to vote proxies on the Client's behalf for securities held in the Client's account. PWL is authorized and directed to instruct the Custodian to forward promptly to the Client copies of all proxies and shareholder communications relating to securities held in the Client's account (other than materials relating to legal proceedings). The Client agrees that the PWL will not be responsible or liable for any proxies where it or the Custodian has not received such proxies or related shareholder communications on a timely basis. PWL shall not be required to advise the Client or act for the Client in any legal proceedings, including bankruptcies or class actions, involving securities held in the Client's account.

Item 18 – Financial Information

Neither PWL nor Mr. Nozal have ever been the subject of a bankruptcy petition and currently neither is the subject of a bankruptcy petition.