



Dream Capital Advisors, LLC

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Firm Brochure

(Part 2A of Form ADV)

February 4, 2015

This brochure provides information about the qualifications and business practices of Dream Capital Advisors, LLC. If you have any questions about the contents of this Brochure, please contact us at (847) 970-9090 or bob@dreamcapitaladvisors.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.

Item 2 Material Changes

Annual Update

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

Material Changes

There were no material changes since the last release of the Firm Brochure.

Full Brochure Available

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at (847) 970-9090 or by e-mail at: bob@dreamcapitaladvisors.com.

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Item 4 Advisory Business

Principal Owners

Dream Capital Advisors, LLC is located in Lincolnshire, Illinois and was founded in 2006. The firm's principal owner is Robert J. Cook.

Firm Description

The principal business of Dream Capital Advisors, LLC (herein after referred to as Dream Capital) consists of offering personalized fee based investment management to individuals, trusts, estates, charitable organizations, and small businesses. This activity includes the provision of continuous advice concerning investment of monies consistent with the circumstances, preferences, and objectives of each client. The investment management process includes an assessment of each client's objectives, needs, restrictions, and portfolio holdings. We attempt to structure each client's investment portfolio in the context of these considerations.

Types of Advisory Services

Individual Customized Portfolios

Dream Capital will manage accounts on a discretionary or non-discretionary basis. In order to determine a suitable course of action for an individual client, Dream Capital shall perform a review of the variables that are presented. Such a review may include, but would not necessarily be limited to, investment objectives, considerations of the client's overall financial condition, income and tax status, personal and business assets, risk profile and other factors unique to the client's particular situation. In making investment decisions on behalf a client profile document and/or client questionnaire, which would be completed by the client. A client's portfolio may include cash, stock, bonds, closed-end mutual funds, exchange traded funds (ETF's), and other types of securities.

Dream Capital will work with investment management clients on an on-going basis to evaluate asset allocations as well as rebalance portfolio's to keep in line with each client's goals as necessary.

Client's accounts can be managed in a tax aware manner; however Dream Capital does not provide tax management services. Securities from outside accounts may be transferred into a client's existing advisory account with Dream Capital. Dream Capital may recommend that a client sell any security if it is not suitable for the current recommended investment strategy. The client is responsible for any taxable events in these instances. The client should always consult with their tax advisor for specific tax advice.

When a client chooses to have Dream Capital manage their assets, Dream Capital will provide the client with an Investment Management Agreement. It is important for the client to read all the terms of this Agreement before signing. Either party to this Agreement may terminate the relationship upon 30 days written notice to the other.

An individual customized portfolio with Dream Capital will be managed either on a

discretionary or non-discretionary basis. A discretionary agreement allows Dream Capital to determine the securities to be bought and sold as well as the amount of securities to be bought or sold for the client's account without the client's prior approval. A non-discretionary agreement requires Dream Capital to obtain client permission prior to executing any and all trades.

Financial Planning

Dream Capital may furnish investment advice through consultations not included in any of the services described above. Dream Capital may prepare a written financial plan as part of its advisory services. The written financial plan services may involve consultation, analysis and recommendations in any of the following areas: (1) financial situation; (2) insurance; (3) investments; (4) retirement planning; (5) education funding; and (6) estate planning.

Dream Capital shall review the client's present financial situation and issue a written analysis and report of recommendations in accordance with the client's goals and objectives. This service may include an initial consultation and subsequent follow-up visits. Dream Capital, unless engaged separately to do so, will not be responsible for the implementation of the plan. The client assumes full responsibility for implementing the plan. The services provided in this regards may include but would not be limited to the following:

- Preparation of an annual net worth statements;
- Create a cash flow statement;
- Review current investments and make recommendations thereon;
- Review recent tax returns and provide tax planning advice
- Review life and disability insurance and make recommendations thereon;
- Review estate plan and make recommendations thereon;
- Complete a retirement analysis; and
- Provide education planning advice.

Dream Capital's fees for a written financial plan may be based on a flat fee or an hourly fee. A retainer may be charged as well.

Assets Under Management

As of February 5, 2015, Dream Capital had approximately \$139,600,000 million in discretionary assets under management and \$5,200,000 million in non-discretionary assets under advisement for a total of \$144,800,000 million in total assets.

Item 5 Fees and Compensation

The following information shall address the fees of Dream Capital Advisors, LLC which will include the general fee schedule, fee billing, and other fees and charges.

General Fee Schedule

For an individual customized portfolio, Dream Capital charges a client's fee based on a

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percentage of assets under management according to the following schedule:

- \$5,000,000 or less in investable assets is 1.00%
- \$5,000,001 or more in investable assets is 0.60%

Dream Capital may have current client relationships which pay fees that are higher or lower than the fee schedule above. Fees may be negotiable based on historical relationship, account size, types of assets to be managed, service requirements, and other factors.

Dream Capital may charge an hourly fee of \$250 for its various advisory services. At times a retainer may be negotiated, depending upon the level and scope of the services required. Since Dream Capital cannot accurately determine the fee amount until learning about the client's financial circumstances, it is Dream Capital's practice to provide an initial, no obligation, no cost meeting in order to become familiar with the client's circumstances.

Fee Billing

As of September 1, 2013, the minimum initial investment for an advisory investment management client relationship is \$1,000,000 per household. This schedule is used as a guideline only; all minimum requirements are subject to negotiation at the sole discretion of Dream Capital.

Each Dream Capital client will pay a quarterly fee for services based on the amount of assets under management. Accounts opened during a quarter will be assessed a prorated fee based upon the initial funding date(s). Fees for each calendar quarter are calculated on the last business day of the current quarter and payable at the beginning the subsequent quarter. Fees are computed by multiplying one-fourth of the annual fee rate to the ending business day's market value of the account(s).

Advisory fees are generally automatically deducted from your account directly by your account custodian. Each fee will be reported directly on the client's monthly custodian statement. It is possible for clients to elect to be billed directly for their fees. In the event either Dream Capital or the client terminates the investment advisor agreement, fees will be charged on a pro rata basis for the portion of the quarter completed. The client's account value(s) at the end of the prior full billing quarter is used as the basis for fee computation, adjusted for the number of days during the billing quarter prior to termination.

Other Fees and Charges

Dream Capital's fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage account and securities transactions.

Custodians may charge transaction fees on purchases and/or sales of mutual funds and exchange-traded funds. Mutual funds and exchange traded funds also charge internal management fees for their services as investment managers, which are disclosed in a fund's prospectus. Such charges,

fees and commissions are exclusive and in addition to Dream Capital's fee, and Dream Capital shall not receive any portion of these commissions, fees and costs.

Item 6 Performance-Based Fees

Dream Capital Advisors, LLC will not enter into an engagement with a client for performance based fees because the potential conflict of interest. Dream Capital believes that performance-based compensation creates an incentive for an adviser to recommend an investment that may carry a higher degree of risk to the client. Fees are based on asset under management only.

Item 7 Types of Clients

Dream Capital provides investment advisory services to individuals, families, charitable organizations, trusts, estates, pension and profit sharing plans, business entities and others not mentioned here. Client relationships vary in scope and length of service.

All clients are required to enter into an investment management agreement with Dream Capital prior to Dream Capital providing any services. The minimum initial investment for a Dream Capital advisory investment management client is \$1,000,000 per household. This schedule is used as a guideline only; all minimum requirements are subject to negotiation at the sole discretion of Dream Capital.

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

Methods of Analysis

Dream Capital utilizes various security analysis methods which may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main source of information include financial newspapers and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases. Some specific source examples of information that Dream Capital may use include but are not limited to:

- Morningstar Inc.
- Standard and Poor's
- Investment News Daily
- Yahoo! Finance
- Wall Street Journal
- Bloomberg
- Barron's

Investment Strategies

Dream Capital creates customized equity and diversified portfolios that reflect the objectives and risk tolerances of each individual client. Throughout the investment process, the focus on growth and emphasis on quality of earnings remain a constant. Investment portfolios may contain a measured mix of cash, stock, corporate and/or government bond, fixed income and exchange-traded fund positions with core holdings in established growth companies and/or no-load mutual funds.

When appropriate, core positions are complemented with smaller commitments to emerging and early-stage growth companies. Special situation stocks, often cyclical growth, may also be purchased at opportunistic times during the business cycle.

For income or asset allocation purposes, Dream Capital may also add a fixed income component to certain client portfolios. Fixed income investments generally contain U.S. Treasuries, Agencies, Preferred Shares, Certificates of Deposits and high-quality Corporate and Municipal bonds.

Risk of Loss

All investment programs carry the risk of loss and there is no guarantee that any investment strategy will meet its objective. Our investment approach constantly keeps the risk of loss in mind. Depending on the types of securities you invest in, you may face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry

a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.
- **Fixed Income Risks:** Portfolios that invest in fixed income securities are subject to several general risks, including interest rate risk, credit risk, and market risk, which could reduce the yield that an investor receives from his or her portfolio. These risks may occur from fluctuations in interest rates, a change to an issuer's individual situation or industry, or events in the financial markets.
- **Foreign, Emerging Markets equity and fixed income Risk:** Investments in these types of securities have considerable risks:
 - Public information may be limited with respect to foreign and emerging markets issuers; foreign and emerging markets issuers may not be subject to uniform accounting, auditing and financial standards and requirements comparable to those applicable to U.S. companies. There may also be less government supervision and regulation of foreign and emerging markets securities exchanges, and are less liquid and more volatile than securities of comparable domestic issuers. Brokerage commissions and other transaction costs on foreign and emerging markets securities exchanges are generally higher than in the U.S. Dividends and interest paid by foreign and emerging markets issuers may be subject to withholding and other foreign taxes, which may decrease the net return on foreign investments as compared to dividends and interest paid by U.S. companies. Such markets often have different clearance and settlement procedures for securities transactions. Additional risks include future political and economic developments, the possibility that a foreign jurisdiction might impose or change withholding taxes on income payable with respect to foreign and emerging markets securities, and the possible adoption of foreign governmental restrictions such as exchange controls. Since the securities purchased in a foreign or emerging markets portfolio can be denominated or quoted in currencies other than the U.S. dollar, changes in foreign currency exchange rates may affect the value of securities in the portfolio.
- **High-yield Fixed-Income Securities Risk:** Investments in high-yielding, non-investment grade bonds involve higher risk than investment grade bonds. Adverse conditions may affect the issuer's ability to make timely interest and principal payments on these securities.
- **Small/Mid Cap Risk:** Stocks of small or small, emerging companies may have less liquidity than those of larger, established companies and may be subject to greater

price volatility and risk than the overall stock market

- **Diversification Risk:** Investments that are concentrated in one or few industries or sectors may involve more risk than more diversified investments, including the potential for greater volatility.

Item 9 Disciplinary Information

Dream Capital Advisors, LLC has no disciplinary events to disclose.

Item 10 Other Financial Industry Activities and Affiliations

Dream Capital and certain individuals associated with Dream Capital may also offer products or services that do not fall within the Dream Capital investment advisory services. If such activities are associated with Dream Capital, a conflict of interest letter disclosing the relationship will be provided to the client. Examples of such possible conflicts are the following:

- Other investment adviser or financial planner
- Accountant or accounting firm
- Lawyer or law firm
- Insurance company or agency
- Real estate broker or dealer

Dream Capital does not receive compensation directly or indirectly from recommended or selected other investment advisers.

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

Code of Ethics

Dream Capital has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct, and fiduciary duty to its clients. As a fiduciary, Dream Capital has a duty of utmost good faith to act solely in the best interests of each of its clients.

The Code sets out the basic principles to help guide the daily conduct of all Supervised employees, with particular focus on employee personal trading. The underlying policy states that all employees will follow the highest standards of honest conduct and business aspects in all aspects of their activities on behalf of Dream Capital and that they will always act in the best interest of Dream Capital's clients, vendors, fellow officers or employees. In addition, the Code includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things.

Dream Capital also maintains physical and electronic safeguards to protect nonpublic client information while in Dream Capital's possession and upon destruction. Associates are required to report promptly any violation of the Code (including the discovery of any violation or suspected violation committed by another employee) to the principal owner of Dream Capital.

Dream Capital will provide a copy of the Code of Ethics upon request.

Participation of Interest in Client Transactions and Personal Trading

Dream Capital anticipates that, in appropriate circumstances, consistent with clients' investment objectives, it will cause accounts over which Dream Capital has management authority to effect, and will recommend to investment advisory clients or prospective clients, the purchase or sale of securities in which Dream Capital's clients, directly or indirectly, have a position of interest. Dream Capital employees are required to follow Dream Capital's Code of Ethics. Subject to satisfying this policy and applicable laws, employees of Dream Capital may trade for their own accounts in securities which are recommended to and/or purchased for Dream Capital clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of Dream Capital will not interfere with (i) making decisions in the best interest of advisory clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Under the Code certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of Dream Capital's clients. In addition, the Code requires pre-clearance of many transactions, and restricts trading in close proximity to client trading activity. Nonetheless, because the Code of Ethics in some circumstances would permit employees to invest in the same securities as clients, there is the possibility that employees might benefit from market activity by a client in a security held by an employee. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between Dream Capital and its clients.

It is Dream Capital's policy that the firm will not affect any principal or agency cross securities transactions for client accounts. Dream Capital will also not cross trades between client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to an advisory client. A principal transaction may also be deemed to have occurred if a security is crossed between an affiliated hedge fund and another client account. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction. Agency cross transactions may arise where an adviser is dually registered as a broker-dealer or has an affiliated broker-dealer.

Item 12 Brokerage Practices

From time to time, Dream Capital may refer a client to broker-dealers for the purpose of effecting securities transactions.

Selection of Brokers

Dream Capital is not a broker-dealer. Unless client directs otherwise, Dream Capital shall generally recommend that all the client's accounts be maintained at, by, or through certain other firms that are unaffiliated with Dream Capital. Such firms shall generally be broker-dealers that may also maintain registrations that allow such firms to engage in other types of businesses outside of their broker-dealer activities. Any such other firm may act in the capacity of "broker of record" for the client's accounts, in which case, another firm may serve as the custodian for the client account(s). Alternatively, any such other firm may serve as both the "broker of record" and "custodian" for the client's account(s). In no case shall Dream Capital act or attempt to act in the capacity of "broker of record" or "custodian" of the clients account(s), funds, or other assets.

Although not an all-inclusive list, Dream Capital may recommend the use of Charles Schwab & Co. Inc., or Scottrade Inc. as the broker of record and corresponding custodian.

Factors which Dream Capital considers in recommending certain broker-dealers or custodians to clients may include such entity's financial strength, reputation, execution, pricing and service. In return for effecting securities transactions through certain broker-dealers/custodians, Dream Capital may receive certain support services that may assist Dream Capital in its investment decision-making process for all of Dream Capital clients.

Best Execution

"Best execution" refers to using diligence to determine the best market to buy or sell a security and obtaining a price as favorable as possible under prevailing market conditions. In seeking best execution, the determinative factor is not always the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a brokerage services, including such factors as execution capability, commission rates and responsiveness. Accordingly, although Dream Capital will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for the client's account transactions.

Order Aggregation

Each account is individually customized at Dream Capital and therefore transactions for the client's account will be effected independently. Dream Capital may decide though to purchase or to sell the same securities for several clients for whom it has discretion to trade at approximately the same time. Dream Capital may (but is not obligated to) combine or "batch" such orders to obtain best execution or to negotiate favorable transaction rates. To the extent that Dream Capital elects to aggregate client orders for the purchase or sale of securities, Dream Capital shall not receive any additional compensation or remuneration as a result of the aggregation.

Client Directed Broker

The client may direct Dream Capital to use a particular broker dealer (subject to Dream

Capital's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such event, the client will negotiate terms and arrangements for the account with that broker-dealer. Dream Capital will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with order for other accounts managed by Dream Capital. As a result, the client may pay higher commissions or transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Soft Dollars

Dream Capital does not currently participate in any soft dollar arrangements.

Trade Errors

It is Dream Capital's policy for clients to be made whole following a trade error. If a trade results in a loss, Dream Capital will make the client whole and absorb the loss. If a trade error results in a gain, the client shall generally keep the gain. Trade errors are reviewed by the principal owner of Dream Capital. In addition, Dream Capital maintains trade error policies and procedures.

Item 13 Review of Accounts

Periodic Reviews

Dream Capital provides continuous and on-going monitoring of its client's accounts to ensure that each security or asset allocation is suitable for the account based on information provided by the client. The designated principal shall review the client accounts for best execution, suitability and service. The designated principal will review the performance and cost basis for the client's transactions, referencing client objectives for suitability as well as for any transactions that may not fit the clients stated objectives.

The designated principal conducting reviews is Robert J. Cook, Chief Investment Officer. Mr. Cook will employ the appropriate procedures noted above for the client's account(s) subject to Dream Capital's investment advisory services.

Review Triggers

More frequent reviews may be triggered by, but would not be limited to, changes in a client's individual circumstances (i.e. marriage, divorce or retirement), product underperformance, changing market conditions, changes in the securities law, and changes in the individual income tax code.

Also, a notable increase in the volume of requests by the client to effect transactions in his/her account(s), where such transactions may appear to be inconsistent with the client's previously stated investment objectives may trigger further client review by the designated principal. Another example would be requests by the client to liquidate certain security positions where such transactions may appear to be inconsistent with the client's previously stated investment objectives.

Regular Reports

Monthly account statements will be provided by the custodian (not Dream Capital) identifying the account positions, current market price, cost basis, unrealized gain/loss as well as all transactions for the stated period. The custodian will also provide year-end tax statements for each account when required by law to aid in the preparation of client's individual income tax returns.

Item 14 Client Referrals and Other Compensation

Dream Capital has no client referral or other compensation relationships.

Item 15 Custody

Dream Capital does not hold custody of client funds. Clients should receive at least quarterly statements from the broker-dealer, bank, or other qualified custodian that holds and maintains client's investment assets. Dream Capital urges all clients to carefully review such statements and compare such official custodial records to the account statements that we may, from time to time, provide to you. Dream Capital statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Item 16 Investment Discretion

Dream Capital usually receives discretionary authority from the client at the outset of an advisory relationship which allows Dream Capital to determine the securities to be bought and sold as well as the amount of securities to be bought or sold for a client's account without the client's prior approval. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular client account. If done so on a non-discretionary basis, Dream Capital shall make certain recommendations that must be authorized by the client prior to Dream Capital's facilitation of any such transactions that may have been recommended.

All accounts are subject to a written investment advisory agreement which describes our discretionary authority, any investment limitations, investment objectives, fees and other matters.

Item 17 Voting Client Securities

Generally speaking, unless a client designates otherwise, Dream Capital will vote proxies for securities held by clients for which it engaged as investment advisor. Also, as it relates to any mergers, acquisitions, tender offers or other types of events pertaining to securities held in client account(s), Dream Capital will make those election decisions as well. Dream Capital strives to

vote such proxies and make such elections in the client's best economic interest. It is in Dream Capital's sole discretion to choose to vote or dismiss proxies and elections.

Clients may obtain a copy of Dream Capital's complete proxy voting policies and procedures upon request. Clients may also obtain information from Dream Capital about how Dream Capital voted any proxies on behalf of their account(s).

Item 18 Financial Information

Dream Capital, a registered investment adviser, is required to provide to clients and prospective clients with certain financial information or disclosures about its financial condition. Dream Capital 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.

A balance sheet is not required to be provided because Dream Capital does not serve as custodian for client funds or securities, and does not require prepayment of fees of more than \$1,200 per client, six months or more in advance.

Item 19 Information Security Program and Privacy Notice

Information Security

Prospective and existing clients share both personal and financial information with Dream Capital. In the normal course of doing business, Dream Capital typically obtains the following non-public personal information:

- Personal information regarding your identity such as name, address and social security number;
- Information regarding securities transactions effected by us; and
- Financial information such as net-worth, assets, income, financial account information, bank account information and account balances.

In order to protect your personal information, Dream Capital maintains physical, electronic and procedural safeguards to protect your personal information.

Privacy Notice

Dream Capital is required by law to annually provide a notice describing its Privacy Policy. In addition, Dream Capital will inform its clients promptly if there are changes to its policy. Please do not hesitate to contact Dream Capital with questions about this notice.

Our Commitment: Dream Capital Advisors, LLC. is committed to protecting the confidentiality and security of the information we collect from our advisory clients. We do not share your personal information with any unaffiliated third parties, except with your consent for the specific purposes described below.

Collection and Gathering of Information: We limit the use of the information we gather from you to the minimum requirements set forth by regulatory obligations, and what is required to service your account with the highest standards. Most of this information is collected when you engage Dream Capital Advisors, LLC as investment manager.

Protection of Your Information: Dream Capital Advisors, LLC., employees are committed and required to protect the confidentiality of client information. They may access your information only when necessary to perform their job functions. We also maintain physical, electronic and procedural safeguards to help protect your information.

Disclosure of Information: We may disclose any information to or as directed by your Advisor in the normal and necessary course of business, or when required by law. Your information may be disclosed in such circumstances as regulatory audits, attorneys or judges as part of a litigation, or law enforcement or other government agencies to help prevent, among other things, fraud and money laundering. We also may provide information to our service providers which enable them to provide services for us or your investment adviser, for things such as reporting, effect transactions on your behalf, or performing maintenance on your account. Outside companies providing services on our behalf, such as data processing companies, are all required to sign confidentiality agreements. By law, they may only use the information we provide them to perform the job for which they have been contracted. Violations of confidentiality agreements are prosecutable by law. Other than the exceptions above, we will not make any disclosures of your information to any other businesses or third parties who may want to offer their services to you. We do not sell customer lists of any kind to catalog companies or telemarketers.

To Whom this Policy Applies: This policy applies to all current, prospective and former clients. Even if you no longer have active accounts with us, this Policy will continue to apply to you.

Access to and Correction of Information: If you desire to review any file we may maintain for your personal information, please contact your broker, investment advisor or one of its officers.

Further Information: We reserve the right to change this Privacy Policy at any time without prior notification. Please contact us at 866-430-9090 for additional information.