

*Item 1 - Cover Page*

**NORTHWEST WEALTH MANAGEMENT, LLC**  
FORM ADV – PART 2A INFORMATION  
June 1, 2015

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**This Brochure provides information about the qualifications and business practices of Northwest Wealth Management, LLC (“NWM”). If you have any questions about the contents of this Brochure, please contact us at (712) 580-4100. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.**

**Additional information about NWM (CRD No. 152816), including a copy of its Form ADV Part 1, is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

*NWM is a registered investment adviser. Registration of an investment adviser does not imply any certain level of skill or training.*

***Item 2 - Material Changes Since this Brochures Last Annual Update filed March 2015***

Future material changes to this brochure will be noted in this section and provided to clients promptly.

**Item 3**

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#### ***Item 4 - Advisory Business***

NWM is registered with the U.S. Securities and Exchange Commission ("SEC") and makes counseling, including financial planning, investment management and retirement plan advisory services available to a wide variety of clients. NWM has been licensed as an investment adviser since April of 2010. NWM is wholly-owned by Northwest Financial Corp. Northwest Financial Corp is owned by Dwight Conover and Cornelius B. Conover IV. NWM does not control any other firm.

NWM also offers a wrap fee service which is described in a separate Form ADV, Part 2A "Wrap Fee" Appendix I Brochure. Accounts in the wrap fee program are charged one fee for both advisory services and certain transaction commissions. As sponsor of the wrap fee program, NWM receives part of the wrap fee.

NWM Representatives begin each advisory service by carefully examining the client's investment objectives and financial circumstances. During this stage, time is taken to educate clients about the various features of different types of NWM counseling or investment management services that would benefit the client. Clients are also informed about investment alternatives and investment risks to make them aware that attempting to attain a higher rate of return entails accepting higher levels of risk and the potential for loss. Once this initial evaluation is complete, NWM Representatives recommend one or more of the advisory services described below that will be provided in a manner aimed at achieving the Client's investment or other objectives. Clients are free to contact their NWM Representative at any time.

#### **Counseling and Financial Planning Services**

In designing a project or comprehensive financial plan, regardless of the complexity, Representatives will:

- Interview the client, analyze the client's financial needs and assist the client in developing realistic goals and objectives based on information provided by the client. The Representative may also clarify planning problems and outline strategies designed to meet the client's goals. A client may retain NWM to perform a single nonrecurring project, such as investment research or specific investment advice, retirement planning or insurance analysis, or a comprehensive plan covering these and other subjects. A client may also engage a Representative for projects that may require annual or more frequent reviews if more complex long-term planning is needed.
- Prepare an initial written project or comprehensive plan in the scope requested by a client based on the information gathered during the client interview and needs evaluation. This plan may include establishing a clear set of objectives, an outline of resources, a written investment policy statement, an asset allocation model, strategy recommendations, retirement, estate, education, or insurance planning, product recommendations, and steps to take for implementing advice provided.
- Help the client implement the plan, including purchasing and/or selling securities and/or insurance products.
- Review the plan periodically in the scope and frequency agreed upon with the client.

The Representative may also, as needed, recommend changes to the client's investment portfolio or Plan, either in writing or verbally. Changes in the client's financial condition, personal circumstances, goals, or

general economic conditions may trigger changes in the plan. To the extent material changes have occurred to a client's circumstances or goals, or to the extent a client requests a new project, the client will be asked to sign a new services agreement. The client may initiate contact with the client's Representative as often as needed and the Representative will schedule conferences as needed, usually no less than annually.

All planning is based on information provided by the client. It is the client's responsibility to be certain NWM has current and accurate information for the initial plan and it is the client's responsibility to inform the Representative of material changes affecting the investments and planning strategies implemented.

### **Retirement Plan Advisory Services**

NWM may enter into agreements with employers that provide qualified retirement plans ("Plan") with various advisory services. NWM typically provides the following services:

Investment advice to the Employer at a Plan Level -

Annually, or more often if requested by the client or deemed necessary by NWM, NWM will deliver a written report to the Plan which includes:

Review of the Plan's Investment Policy Statement, including assessing the following: (a) the criteria for selecting money managers and the due diligence procedures that the Plan followed in selecting its money managers and/or mutual funds; (b) the basis for asset mix and rebalancing limits; (c) the performance measurement criteria; (d) monitoring procedures of money managers and other investment-related vendors; (e) composition and relevancy of quarterly performance reports; (f) composition of custodial reports; and (g) termination procedures for money managers.

2. Review of providers (custodians and recordkeeping) available to the Plan including: (a) the capabilities of various providers; (b) the performance record of various providers; (c) the scope of investment choices at various providers; and (d) the cost of various providers.

3. Review of the Plan's overall investment activities for possible conflicts of interests or prohibited transactions by the fiduciary, money managers and/or consultants.

- advise Client about mutual funds and other investment alternatives that are consistent with the investment categories allowable under the Plan;
- meet with representatives of Client, at intervals mutually acceptable to Client and NWM, to discuss the Plan's investment performance and investment selections;
- monitor investments in the Plan's accounts with account custodians (each, an "Account") and change investment selections as NWM deems appropriate. Client hereby grants NWM limited discretionary authority and appoints NWM as agent and attorney-in-fact with respect to each Account. Pursuant to such authorization, NWM may, in its sole discretion and at Client's risk, open brokerage and custodial accounts and accounts with third-party investment managers, purchase, sell, exchange, convert and otherwise trade in the securities and other investments in an Account on such markets, at such prices and at such commission as NWM believes to be in the best interest of the Account. NWM shall also have authority to arrange for delivery and payment in connection with transactions for each Account, and act on behalf of Client and in all other matters necessary or incidental to the handling of the Account. This authorization does not grant NWM or any

third-party manager permission to take delivery or possession of Client's funds or securities except for fees due NWM;

- prepare written performance and other reports in the scope and at the times mutually agreed upon between Client and NWM;
- conduct informational/educational group meetings with Plan participants at initial installation of the Plan, and periodically thereafter in the scope and frequency mutually agreed upon between Client and NWM regarding:
  - (i) general investment concepts;
  - (ii) investment objectives and performance of selected investments; and
  - (iii) investment allocations and strategies available to meet various investment objectives;
- provide individual counseling to Client's Plan participants in the scope and at the times mutually agreed upon between Client and NWM. Such counseling shall not include specific investment recommendations to any participant

All advice provided by NWM and its Representatives is based upon the reliability of the information provided to NWM by the Plan and its participants.

Either the client or NWM may at any time request an audit of the Plan by an independent certified public accountant, the fee for such audit will be paid by the party making the audit request.

### **Independent Third-Party Manager Services**

NWM may enter into various agreements with unaffiliated investment managers who independently offer investment management and asset allocation services. NWM will not conduct a comprehensive search for such managers, but will usually recommend and use those it is familiar with and believes will provide competent investment management services to clients. All, or a portion of a client's account may be allocated to a third-party manager. Managers, other than those selected by NWM, may provide services at higher or lower costs and have better or worse performance than managers recommended or used by NWM.

NWM provides the manager selected with information regarding the client's financial background and objectives. The client then usually enters into an agreement directly with the manager resulting in the manager agreeing to manage the client's account on a discretionary basis. NWM, itself, may also enter into such agreements on behalf of a client, provided a client has granted discretion to NWM to do so. Using discretion granted by a client, the managers purchase and sell securities without first contacting the client or NWM to do so.

After referring a client to a third-party manager, NWM consults periodically with a client regarding the performance of the client's third-party managed account and assists the client on an ongoing basis regarding adjustments to asset allocations, evaluating the feasibility of using other managers and other matters. NWM usually does not recommend replacement of a manager based upon short-term results but will recommend such changes when it deems it appropriate to do so.

## **Asset Management Services**

NWM offers clients portfolio management and reporting services by means of its Asset Management Services program. Through the program, clients receive investment analysis, allocation recommendations, monthly or quarterly statements reflecting holdings and transactions, quarterly statements, and ongoing account monitoring services for a portfolio which may include stocks, bonds, mutual funds, exchange-traded funds, private placements, and convertible securities. NWM will exercise discretionary trading authority while providing services. This means that NWM Representatives will have authority to purchase and sell securities of their choice in the amounts and at the times they believe it is suitable for a client's account to do so. NWM may also recommend the use of third-party investment managers to manage all, or a portion of the assets. Such managers will also have limited discretionary trading authority.

The initial asset allocation recommendations are based on the financial information gathered from each client including net worth, risk tolerance, financial goals and objectives, investment restrictions and overall financial conditions. Based on this information, the client is provided with investment recommendations designed to provide an appropriate asset mix consistent with the client's objectives. The client's portfolio and its performance are monitored by the client's Representative in light of the client's stated goals, objectives and investment restrictions. The frequency of these reviews is determined by the Representative. NWM Representatives meet with the client on an as needed basis to discuss the portfolio and other aspects of the service.

NWM typically recommends that investment management clients use the custody and transaction services of Pershing LLC, TD Ameritrade, or Fidelity Investments. These firms provide custody of client assets, process transaction orders for client accounts, prepare account activity statements, and facilitate the payment of advisory fees due NWM and third-party managers.

As a general rule, NWM believes that investing is best suited to those who believe in a long-term buy-and-hold policy. Therefore, clients should not expect frequent investment changes in the portfolio. However, as a result of monitoring the account, portfolio modifications may be advisable and made. Commissions will be charged for transactions by the brokerage firm processing the transactions. (Note that "wrap" account services (having asset-based fees covering both advisory services and certain commissions) are available from NWM and described in NWM's Form ADV, Schedule H.)

As of December 31, 2014, NWM has assets of \$329,712,583 under discretionary management and none under non-discretionary management.

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

Fees paid to NWM are for NWM advisory services only and are negotiable. The fees do not include, for example, the fees charged by third parties such as third-party managers, or accountants and attorneys assisting with providing the client with accounting and legal advice. Commissions on transactions and other account fees will also be charged by brokerage firms in accordance with the account's brokerage firm's normal commission schedule. See Item 12, Brokerage Practices. Customary commissions on insurance are also not included.

Prospective clients should be aware that in addition to NWM's advisory fees, each mutual fund in which a client's assets are invested also pays its own advisory fees and other internal expenses which already have been deducted from the fund's reported performance. Depending on the fund, a client may be able to invest directly in the shares issued by the fund with or without incurring any sales or third-party management fees. Account maintenance fees are also deducted by the custodian.

In addition, there are tax effects pertaining to fund share redemptions, and other sales, made by NWM on behalf of clients. Redemptions and sales are taxable events which may accelerate the recognition of capital gains, and losses, and frequent redemptions and sales may result in short-term, rather than long-term, capital gains and losses.

### **Counseling and Financial Planning Service Fees**

Fees may be charged for Counseling and Financial Planning services as a fixed fee per project basis, or on an hourly fee basis. The standard hourly rates are as follows:

Clerical	\$75
Paraplanner	\$200
Advisory Representative	\$250
Advisory Representative, CFP	\$400

These hourly rates may be negotiated.

Fixed fees, or project fees, are determined by each Representative by estimating the complexity of the client's circumstances, the level of skill required to perform the service, and the amount of time that will be required to perform research, analysis, and plan preparation. The exact fee is disclosed to the client prior to contract signing.

One-half of the fee is payable upon commencement of services with the balance due upon delivery of the written plan or completion of counseling services. Payment arrangements are established in the services agreement. The fee may be waived in whole or in part by a Representative or NWM at their sole discretion. The Agreement may be terminated by either party by giving 10 days' advance written notice to the other. Any unearned prepaid fee is returned to the client upon termination.

The fees described above may change based on special situations such as an expansion of a project, increase in the number of reviews, more specialized needs of the client, more complex planning, or more detailed reporting. Before such a change is made, the client is given 10 day prior written notice and agrees to such changes by signing a new services agreement, or an amendment thereto.

Fees do not include product transaction commissions, or the fees for third-party professional services, e.g., attorneys, accountants, or other third parties.

### **Retirement Plan Advisory Service Fees**

In return for providing Retirement Plan Advisory Services, NWM will charge an annual fee based on a percentage of the value of Plan assets. The fee is negotiable but generally conforms to the following schedule:

<u>Plan Asset Value</u>	<u>Annual Fee</u>
\$0 to \$500,000	2.00%
\$500,001 to \$1,000,000	1.50%
\$1,000,001 to \$2,000,000	1.25%
\$2,000,001 to \$5,000,000	0.75%

Fees may be negotiated on amounts over \$5,000,000.



The fee is payable in advance on a quarterly or monthly basis and is based on the Plan assets' quarter-end or month-end values. Fees for partial quarters are prorated. The fee is assessed and deducted from participant accounts or paid by the plan sponsor. If paid by participants, a sale of holdings in the participant accounts for the fee will be made on a prorated basis of the approximate value of the various investments in the account. The fee may be amended by NWM upon 30-days' advance written notice to client.

The client or NWM may terminate the services agreement upon 30-days' advance written notice to the other. Termination will not affect the liabilities or obligation of the client for work already completed. The fee will be pro-rated based on the number of days left in the billing period.

Fees payable to NWM are deducted from the client's account when due and reports from the account's custodian show the fee debits. NWM will liquidate money market shares to pay the fee and, if money market shares or cash value are not available, other investments will be liquidated. Authorization for the deduction of fees this way is contained in the services agreement. The client's periodic account statements from the custodian disclose all amounts disbursed from the account, including advisory and service fees paid. The client may terminate the authorization for automatic deduction of advisory fees payable to NWM at any time by notifying NWM in writing.

### **Third-Party Manager Service Fees**

In return for providing Independent Third-Party Manager Services, NWM receives a percentage of the asset-based fee charged by the independent third-party manager. Total fees are negotiable and typically range from .65% to 2.50%, depending upon size and type of portfolio, in accordance with the fee schedule set forth below. Clients should be aware that annual fees exceeding 2% per year may be higher than other firms may charge for similar services.

However, depending upon the terms of the arrangement between NWM, the client, and third-party manager, NWM may collect the manager's fee within the total fee NWM collects from a client.

<u>Value of Assets</u>	<u>Annual Fee</u>
\$0 to \$500,000	2.50%
\$500,001 to \$1,000,000	2.00%
\$1,000,001 to \$3,000,000	1.50%
\$3,000,001 to \$10,000,000	1.00%
Over \$10,000,000	0.65%

Fees are payable monthly, or quarterly, in advance as specified in the services agreement. Fees for partial quarterly billing periods are prorated.

The terms of the agreements used by third-party managers vary from firm to firm with respect to service level, fees, termination provisions and custodial arrangements. Before entering into any service contract with a third party investment manager, clients are encouraged to carefully review that manager's Form ADV, Part 2A, and compare the service levels and fees to other available service providers.

Fees payable to NWM are deducted from the client's account when due and reports from the account's custodian show the fee debits. NWM will liquidate money market shares to pay the fee and, if money market shares or cash value are not available, other investments will be liquidated. Authorization for the deduction of fees this way is contained in the services agreement. The client's periodic account statements from the custodian disclose all amounts disbursed from the account, including advisory and

service fees paid. The client may terminate the authorization for automatic deduction of advisory fees payable to NWM at any time by notifying NWM in writing.

### **Asset Management Service Fees**

Fees for Asset Management Services are negotiable and calculated as a percentage of the total value of investments under NWM's management as set forth below. In addition to this advisory fee, there will be transactional, administrative, servicing fees and commissions charged by the account custodian. This fee schedule became effective May 1, 2014. Advisory agreements signed prior to that may be operating under the previous fee schedule. This means that clients receiving similar services may be paying more or less for those services based on the previous fee schedule.

<u>Market Value of Account</u>	<u>Annual Rate</u>
On the first \$500,000	1.25%
Next \$500,000	0.90%
Next \$1,000,000	0.80%
Next \$1,000,000	0.70%
Next \$2,000,000	0.50%
Amounts over \$5,000,000	0.40%

In some cases, fees and payment periods may be negotiated. All fees due are set forth in each client's services agreement.

Advisory fees are payable monthly or quarterly in advance and are calculated on the basis of the market value of the investments in the account including any balances held in money market funds.

For monthly fee calculations, the fee for the initial partial month is **waived** entirely. Subsequent fees are charged based on the market value of the account as of the last business day of the previous month.

For quarterly fee calculations, the fee for the initial quarter is pro-rated for the period services are provided. Subsequent fees are based upon the market value of the account as of the last business day of the previous quarter.

Upon termination of the account, any prepaid advisory fees will **not be refunded**.

Fees payable to NWM are deducted from the client's account when due and reports from the account's custodian show the fee debits. NWM will liquidate money market shares to pay the fee and, if money market shares or cash value are not available, other investments will be liquidated. Authorization for the deduction of fees this way is contained in the services agreement. The client's periodic account statements from the custodian disclose all amounts disbursed from the account, including advisory and service fees paid. The client may terminate the authorization for automatic deduction of advisory fees payable to NWM at any time by notifying NWM in writing.

NWM has the right to modify its fee schedule upon 30 days advance written notice to the client.

Asset Management services agreement may be terminated by 30 days advance written notice by either party to the other.

### **Other Compensation**

NWM Representatives are also licensed to offer insurance products and will receive customary commissions for the sale of such products should a client decide to make purchases through NWM Representatives. Clients are free to purchase such products other than through their Representative. This

compensation creates a conflict of interest. All prospective and existing clients are hereby advised that this conflict exists. Advisory fees are not reduced by the amount of sales compensation a Representative receives on insurance sales.

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

NWM does not charge any performance-based fees. All fees are disclosed above.

#### ***Item 7 - Types of Clients/Minimum Account Size***

NWM makes its advisory services available to a wide variety of clients including, but not limited to, individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities.

Although NWM does not generally impose any conditions for providing its services, NWM Representatives may negotiate a minimum fee for all services.

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

NWM's security analysis methods include, but are not limited to, fundamental analysis (evaluating securities based upon its historical and projected financial performance); and cyclical analysis (determining the desirability of an issue based upon the status of an issue within the price cycle the security or similar securities have followed historically).

NWM's main sources of information include, but are not limited to, financial newspapers and magazines, research materials prepared by others, and corporate rating services.

Neither NWM, nor the third party managers it may secure, guarantee the results of the advice given. Thus, significant losses can occur by investing in any security, or by following any strategy, including those recommended or applied by NWM.

NWM may recommend exchange-traded funds ("ETF"). ETF shares are bought and sold at market price unlike mutual funds. ETFs are subject to risks similar to those of stocks.

#### ***Item 9 - Disciplinary Information***

NWM does not have any disciplinary information to report regarding itself or any of its counselors or other related persons.

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

NWM is affiliated with Northwest Bank, thus a conflict of interest exists when a NWM Representative recommends deposit accounts, trust services, certificates of deposits, or other Bank products.

NWM has contracted with BAM Advisor Services, LLC ("BAM"), for services including trade processing, collection of management fees, record maintenance, report preparation, marketing assistance, research and sub-advisor services with respect to fixed income accounts. When BAM sub-adviser services are used, the fee payable to BAM is based on the assets under management in the fixed income program and consists of a portion of the fee paid by clients to NWM and is not separately charged to clients.

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

When NWM Representatives make recommendations for the purchase of insurance, they also receive customary commissions as insurance representatives. The receipt of commissions in return for insurance product purchases creates a conflict of interest for Representatives when they recommend the purchase of such products to clients.

Representatives of NWM may buy or sell securities for themselves that they also recommend to clients. Where a transaction for a Representative, or an account related to a Representative, is contemplated, a client's transaction is given priority. NWM has developed a Code of Ethics applicable to all persons who have access to confidential client records or to recommendations being made for client accounts. Designed to prevent conflicts of interest between the financial interests of clients and the interests of the firm's staff, the Code requires, among other procedures, such "access persons to obtain preapproval of certain securities transactions, to report transactions quarterly and to report all securities positions in which they have a beneficial interest at least annually. These reporting requirements allow supervisors at the firm to determine whether to allow or prohibit certain employee securities purchases and sales based on transactions made, or anticipated to be made, in the same securities for clients' accounts. The Code also established certain bookkeeping requirements relating to federal reporting rules. The Code is required to be reviewed annually and updated as necessary. A complete copy of the firm's Code is available upon request.

### ***Item 12 - Brokerage Practices***

Although it generally does not exercise discretion to select brokerage firms, NWM Representatives typically recommend the custodial services of Pershing, LLC, a securities broker/dealer, Member FINRA/SIPC and TD Ameritrade, Inc. a securities broker/dealer, member FINRA/SIPC, (collectively known as "Service Providers").

Clients should be aware that there is no direct link between NWM and Service Providers in connection with the advice NWM gives to clients. NWM receives economic benefits through the custody and operating relationships it has with service providers that are not typically available to the Service Providers' retail investors. These benefits include the following products and services, provided to NWM without cost or at a discount: duplicate client statements and confirmations, research related products and tools, consulting services, access to a trading desk serving Representatives, access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares directly to or from client accounts), the ability to have advisory fees deducted directly from client accounts, access to an electronic communications network for client order entry and account information, access to mutual funds with no transaction fees, and discounts or no fees on compliance, marketing, research, technology, and practice management products and services provided by third-party vendors. The Service Providers may also pay for business consulting, professional services, and research received by NWM affiliated persons and may also pay or reimburse expenses (travel, lodging, meals, and entertainment expenses) for NWM personnel to attend conferences or meetings relating to their service platforms or to their advisor custody and brokerage services generally. Some of these products and services made available by the service providers may benefit NWM, but may not benefit its clients. Such other services made available by Service Providers are intended to help NWM manage and further develop its business enterprise, and such services may or may not depend on the amount of brokerage transactions directed to them.

Clients should be aware the receipt of economic benefits by NWM described above, in and of itself, creates a potential conflict of interest and may directly or indirectly influence NWM recommendation of those service providers for custody and brokerage service.

Thus, the receipt of these services creates an incentive and conflict of interest for NWM when it recommends Service Providers services.

Other than the services described above, NWM and its Representatives do not direct transactions and the commissions they generate (soft dollars) to brokerage firms or other parties to receive research or other benefits.

Clients should be aware of the fact that not all advisers require clients to use a particular brokerage firm. Because clients having accounts managed by NWM are required to open accounts with, and use the transaction services of, Service Providers, NWM may not be able to achieve the most favorable execution of client transactions. Thus, use of only Service Providers may cost clients more money.

NWM does not process transactions through Service Providers in return for Service Providers referring new clients to NWM.

When exercising discretion, NWM may combine orders for more than one client's account to form a "block" order for the purpose of seeking a better price and or execution. When a block order is executed, the broker/dealer executing the order typically allocates and average execution price to all shares in the block order, which NWM then allocates to each customer's account position on a pro rata basis. Should a block order only be partially filled, available shares are distributed in a manner fair to all accounts.

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

For clients receiving Counseling and Financial Planning Services, a written project report or comprehensive financial plan is prepared in the scope requested by the client during the initial interview and subsequent counseling sessions. Reviews of financial plans are performed from time to time by the Representative and the Representative's planning staff at the times requested by a client and as the Representative deems appropriate. More than one Representative may be involved in the development of a plan and, with the client's permission, the client's legal and accounting professionals may be involved. When outside professionals become involved in the planning process, the cost of the outside professionals is the responsibility of the client.

Clients receiving Asset Management Services receive reports at least quarterly from their account's custodian. The client may receive a written performance report as often as is agreed upon between the client and NWM, but not more often than quarterly. The client's portfolio is regularly reviewed by the NWM Representative as frequently as agreed upon by the client and the Representative, or more frequently if the Representative determines, to ensure the investments in the account are in line with the client's stated investment policy guidelines.

Clients Receiving Independent Investment Manager Services receive reports from the client account custodian at least once per quarter or more frequently as determined between the client's Representative and or a third-party manager. Reviews of the account are performed as frequently as determined by the NWM Representative. Supervisory reviews are also performed by supervisors at NWM to ensure the strategies being deployed by the third-party managers are consistent with the investment objectives of the client. Recommendations to change, or a discretionary change to a manager is made by the Representative or an NWM supervisor at the times they deem appropriate.

Clients receiving Retirement Planning Advisory Services, receive reports in the scope and frequency determined between the client's Representative and the plan sponsor (the company sponsoring the retirement plan). Such reports may include identity of specific investments or money managers deemed appropriate for the Plan, the performance of Plan investments, recommendations regarding investments available to the Plan Participants, and summary reports to the Plan participants. Review of the plan investments occurs as frequently as agreed upon in advance by the client and NWM and may occur more

often at the discretion of NWM. Oversight of the review process is performed by an NWM Representative to insure the advice given to clients is consistent with the client's investment objective.

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

NWM does not currently have any client referral relationships. Thus, it does not pay any fee to a third party for making client referrals to it. Also, as indicated above, the firm does not direct brokerage transactions to any third party, including Service Providers, in return for client referrals.

#### ***Item 15 - Custody***

NWM does not take custody of client funds or securities. These safekeeping services are typically provided to managed accounts only by the brokerage firm processing the securities transactions ordered by NWM.

To the extent a client receives any account or other investment ownership statement from NWM, NWM recommends the client carefully compare the report to the custodian's statements.

#### ***Item 16 - Investment Discretion***

When providing Asset Management Services, NWM Representatives may exercise discretion when granted authority by clients and most clients grant discretionary authority to NWM. When doing so, it allows NWM to select the securities to buy and sell, the amount to buy and sell, when to buy and sell, and the commission rate paid without obtaining specific consent from the client for each trade. Clients should be aware that Representatives may make different recommendations and effect different trades with respect to the same securities and insurance to different advisory clients. Commissions and execution of securities transactions implemented through the custodian/broker dealer recommended by NWM may not be better than the commissions or execution available if the client used another brokerage firm. However NWM believes the overall level of services and support provided to the client by custodians and broker dealers NWM recommends outweighs the potentially lower costs, which may be available from other brokerage service providers.

Depending on the service agreement, third-party managers used to manage client accounts or portions of client accounts may be hired or terminated by NWM using discretionary authority granted to NWM by a client. Such third-party managers also have authority granted by the client to purchase and sell securities at their discretion.

If a client directs NWM to effect transactions through a particular broker/dealer, including Service Providers, NWM will do so. However, such an instruction may have implications to the client which may include incurring transaction costs and commissions that may be higher or lower than if the instruction had not been given. Also, restricting NWM to particular broker/dealers may limit NWM's ability to include a client account order within block orders to obtain the best price or execution. In addition, if NWM is effecting transactions in a security for clients by means of a block order, as well as an order in the same security for a client who has directed NWM to use a particular broker/dealer, NWM will affect the block order immediately prior to effecting the directed brokerage trade. Thus, clients directing NWM to use a particular broker/dealer may not receive the same average price for securities bought or sold that would be received if the order was part of a block order.

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

NWM and its Representatives do not vote proxies on behalf of clients who will receive such notices from their account's custodian.

NWM also does not take any action on legal notices it or a client may receive from issuers of securities held in a client's managed account. However, it is available to answer questions regarding such notices.

***Item 18 - Financial Information***

NWM does not receive fees of more than \$1,200 six months or more in advance, thus no financial statement for NWM is attached. NWM does not have any financial condition that is reasonably likely to impair its ability to meet its contracted commitment to any client.

## **PRIVACY POLICY**

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**Preserving trust is a core value. Northwest Wealth Management, LLC (“NWM”) recognized that clients expect us to protect the information they provide us and to use it responsibly. We are strongly committed to fulfilling the trust that is the foundation of our clients’ expectations. For that reason we have adopted and adhere to the following policy regarding the privacy of client information.**

### Why We Collect And How We Use Information.

When we evaluate your request for our services, provide investment advice to you and place transactions for your account, you typically provide us with certain personal information necessary for us to provide these services. We may also use that information to offer you other services we or an affiliate may provide which may meet your investment needs.

### What Information We Collect.

The information we collect may include; name and address; employer, Social Security number or tax payer indemnification number; assets; income; account transactions; investment and other financial product positions and balances; investment objectives; accounts at other institutions; transactions at other institutions, including affiliates; the identities of accountants, attorneys and other professionals you engage. Information we receive from third parties, including credit bureaus; and information we obtain to verify your representations to us, such as your identity and assets.

### We Limit How, and With Whom We Share Your Information

We do not sell your personal information to anyone. We may disclose information about you with your consent to our employees, affiliates, representatives and their affiliated businesses. We may disclose information to non affiliated third parties when providing services to you. Non affiliated third parties may include retirement plan sponsors or third party administrators, mutual fund companies, insurance companies and agencies, third party advisory firms, banks, broker-dealers, transaction clearing firms, accountants, lawyers, securities professionals, companies that assist us with the maintenance of required records, and other to assist us, or them, in providing services to you.

We may also share information with companies that perform services on our behalf, such as the companies that we hire to perform marketing or administrative services. Companies we may hire to provide support services are not allowed to use your personal information for their own purposes. We may also make additional disclosures as permitted by law.

We will also share the information we received from you as required by laws and rules applicable to you, client account service providers, NWM or NWM’s representatives.

If you close your account, in the process of transferring your accounts we may share your information with the new broker-dealer, investment adviser or custodian that you or your NWM representative selects. Your NWM representative may use the personal information about you in his or her files to provide you with information regarding the new firm, account transfer procedures and documents.

If you prefer that we not share your nonpublic personal information (except in those circumstances described above that are permitted or required by law), you may opt out at any time by notifying us not to share information. To notify us, please call us at (712) 580-4100. You will be asked to provide identifying client information at that time, including your Social Security Number.



For accounts that are held jointly by more than one client, any of the account holders may opt out on behalf of the other account holders. Any opt out instructions received from one owner of a joint account will apply also to individual accounts in that person's name, as well as other accounts held jointly by that person, based on the account information we have.

#### How We Protect Information.

Employees and our advisory representatives are required to comply with our established information confidentiality procedures. We also maintain physical, electronic, and procedural safeguards to protect information. For example, our computer systems utilize password protection to prevent access by unauthorized personnel. NWM ensures service providers provide assurances that they will restrict their use of the information provided about you.

#### Access To and Correction of Your Information.

Upon your written request, we will make available your information for review. Information collected in connection with or in anticipation of, any claim or legal proceeding will not be made available. If your personal information with us becomes inaccurate, or if you need to make a change to that information, please contact us at the number shown below so we can update our records. Also, if you believe someone has accessed your account without authorization, please contact us as soon as possible.

#### Further Information.

For additional information regarding our privacy policy, or if you have any questions and/or concerns about your account or about our services, please contact us by writing to us at 705 North Grand Avenue, Spencer, Iowa, 51301.