

**Firm Brochure**  
(Part 2A of Form ADV)

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This brochure provides you with information about the qualifications, business practices, and nature of advisory services of WT WEALTH MANAGEMENT, LLC (“WT”), all of which should be considered before becoming an advisory client of WT. Please contact John Heilner, Chief Compliance Officer, if you have any questions about this narrative brochure.

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.

We are registered as an Investment Adviser with the SEC. Registration with any state or federal regulatory division does not imply any level of skill or training. Additional information about WT is available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. **Our firm’s CRD number is #169566.**

**March 1<sup>st</sup>, 2015**

## ITEM 2 MATERIAL CHANGES

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This Part 2A of our Form ADV ("Firm Brochure") dated March 1st, 2015 serves as our disclosure document for prospective and future clients, and has been prepared in accordance with requirements specified by the SEC.

**Material changes in the document include updated AUM and the naming of John K. Heilner as CCO.**

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at (800) 825-0616 or by email at:  
[jheilner@wtwealthmanagement.com](mailto:jheilner@wtwealthmanagement.com).

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## **ITEM 4      ADVISORY BUSINESS**

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### **A. FIRM DESCRIPTION**

WT WEALTH MANAGEMENT, LLC ("WT") is organized as a Wyoming limited liability company that was founded in 2013.

WT is a wealth education and advisory firm based in Jackson, Wyoming that is registered with the United States Securities and Exchange Commission ("SEC") as an investment adviser. WT's current business activity consists of providing wealth management services, wealth education services, and financial planning to its clients.

Principal Owner: The direct owner of WT is WesternTrust, L.P., a Delaware limited partnership. John Heilner is the executive officer of WT.

### **B. TYPES OF ADVISORY SERVICES**

#### **Investment Supervisory Services**

WT provides discretionary portfolio management services to its clients, based on the specific needs and objectives of such persons and the suitability of products and services. Subject to any written guidelines or restrictions which the client may provide, WT shall be granted full discretion and authority to manage the client's account. Accordingly, WT is authorized to perform various functions, at the client's expense, without further approval from the client. Such functions include the determination of securities to be purchased or to be sold without permission from the client prior to each transaction.

Prior to engaging WT to provide any of the aforementioned investment advisory services, WT requires a written Investment Management Agreement ("Agreement") signed by the client prior to the engagement of services. The Agreement outlines the services and fees the clients will incur pursuant to the agreement with WT.

WT creates an Investment Policy Statement for each client, which outlines the client's current situation (income, tax levels, and risk tolerance levels) and then constructs a plan to aid in the selection of a portfolio that matches each client's specific situation. Investment Supervisory Services include, but are not limited to, the following:

- Investment strategy
- Asset Allocation
- Regular portfolio monitoring
- Personal Investment policy
- Asset selection

As noted, our asset management services will be designed to offer suitable participants with portfolio construction and managed accounts with defined investment strategies to meet client investment goals and objectives. WT evaluates the current investments of each client with respect to risk tolerance levels and time horizon. Risk tolerance levels are documented in the Investment Policy Statement which is given to our clients. WT is responsible for providing ongoing re-balancing and continuous monitoring of our clients' securities holdings.

WT generally limits its money management to mutual funds, equities, bonds, fixed income, debt securities, ETFs, and REITs. WT may use other securities as well to help diversify a portfolio when applicable.

### **Wealth Education Services**

WT believes all investors should be encouraged to increase their knowledge as education is a key component to having a successful investing experience. WT regularly will hold wealth educational events and outings (such as seminars and workshops) on various financial topics for our clients and the general public. Attendees can increase their knowledge during these educational events and have the opportunity to ask specific questions by interacting with financial professionals and financial experts who will instruct such events.

Sample wealth education topics might include, but are not limited to:

- financial plans
- estate planning
- succession planning
- financial risk
- asset allocation models
- modern portfolio theory
- investment strategies
- real estate and real estate investing
- insurance (all types)
- Medicare or social security enrollment and administration
- navigating the Affordable Health Care Act ("Obamacare")
- tax planning and filing
- financial negotiation skills

In conjunction with wealth education, WT will offer solution-based services to its clients for fees. These services will focus on helping clients apply the financial knowledge they have acquired to achieve their life goals. Such services would initially include:

- financial planning
- portfolio restructuring (at key life events)
- assisting clients with financial negotiations
- concierge services

WT will offer products and solutions to meet the client's individual financial need.

### **Financial Planning Services**

WT may provide advisory services in the form of financial planning services. Financial planning services do not involve the active management of client accounts, but instead focus on a client's overall financial situation. Financial planning can be described as helping individuals determine and set their long-term financial goals through investments, tax planning, asset allocation, risk management, retirement planning, and other areas. The role of the financial planner is to find ways to help the client understand his/her overall financial situation and help the client set financial objectives.

### **C. TAILORED RELATIONSHIPS**

WT offers the same suite of services to all of its clients. The management services and recommendations offered by WT are based on the individual needs of our clients and the suitability of products and services. Specific client financial plans and their implementation are dependent upon the client Investment Policy Statement which outlines each client's current situation (income, tax levels, and risk tolerance levels) and is used to construct a client specific plan to aid in the selection of a portfolio that matches restrictions, needs and targets.

Clients may not impose restrictions in investing in certain securities or types of securities in accordance with their values and beliefs.

### **D. WRAP FEE PROGRAMS**

Wrap Fee Programs are arrangements between broker-dealers, investment advisers, banks and other financial institutions and affiliated and unaffiliated investment advisers through which the clients of such firms receive discretionary investment advisory, execution, clearing and custodial services in a "bundled" form. In exchange for these "bundled" services, the clients pay an all-inclusive (or "wrap") fee determined as a percentage of the assets held in the wrap account. Due to the nature of its advisory services, WT does not participate in and is not a sponsor of wrap fee programs.

### **E. ASSETS UNDER MANAGEMENT**

When calculating regulatory assets under management, an Investment Adviser must include the value of any advisory account over which it exercises continuous and regular supervisory or management services.

**WTWM manages \$37,000,000 in client assets on a discretionary basis. This assets under management figure is based on calculations as of March 1st, 2015.**

### **F. SOLICITED OR SUB-ADVISED SEPARATELY MANAGED ACCOUNTS (SMA)**

WT provides investment management services to clients facilitated by unaffiliated independent investment advisors contractually engaged by WT (collectively referred to as "Introducing Advisors"). WT may also act as sub-advisor to an unaffiliated independent investment advisor. Under these arrangements, each account is held at an unaffiliated brokerage firm or custodian, and is registered to the person, persons, or other entity listed on that firm's new account forms. All securities are owned directly by the account's registered owner or owners. WT directs the investment of the securities in the account under a limited power of attorney granted to WT by the client. WT is compensated by the investment management fee as detailed in the contract with the client. The Introducing Advisor receives a fee disclosed in the contract with the client, and provides continuing financial planning services for the client.

## ITEM 5 FEES AND COMPENSATION

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### A. DESCRIPTION AND BILLING

In addition to the information provided in Item 4 (“*Advisory Business*”), this section provides details regarding WT’s services along with description of each service’s fees and compensation arrangements. *Lower fees for comparable services may be available from other sources.*

#### **Investment Supervisory Services**

WT will charge clients an investment management fee for its investment advisory services. The investment management fee is an annual fee based on a percentage of the value of the client’s assets under management, including all cash and other assets in the account (valued at liquidation value) (the “Account Value”), as follows:

**Year One:** In year one, WT charges clients a first year management fee of up to 2% per annum. The first year investment management fee shall be paid on a quarterly basis in advance in an amount equal to one-quarter (25%) of the annual investment management fee. The initial quarterly payment will be due at the time assets are allocated to the Account and will be based on the amount of such assets. Subsequent quarterly payments will be based upon the fair market value of the assets in the Account at close of business on the last day of the previous quarter. In the event a client allocates assets to its account during the first year on a day other than the first day of the relationship, WT will charge a first year annual management fee on such assets. All fees are refundable if the relationship terminates before the end of the period for which the fee is paid.

**Later Years:** In later years, WT charges clients a management fee of up to 2% per annum, collected quarterly in advance on the first business day of each calendar quarter based on the Account Value on such date. All fees are refundable if the relationship terminates before the end of the period for which the fee is paid.

The investment management fee charged in the first year and the investment management fee charged in later years is subject to negotiation with each client based on the client’s characteristics.

Any management fees due to WT shall be deducted by WT directly from the client’s account, and will be paid to WT from the amount on deposit in the client account. The client will provided written authorization permitting the fees to be paid directly from the account. Both WT’s advisory agreement and the custodial/ clearing agreement may authorize the custodian to debit the account for the amount of WT’s management fees and to directly remit that fee to WT in compliance with regulatory procedures. In the limited event that WT bills the client directly, payment in full is expected upon invoice presentation. WT reserves the right to discount fees at its discretion.

*Lower fees for comparable services may be available from other sources.*

## **Wealth Education and Financial Planning Services**

WT's wealth education services and financial planning services are offered on a fixed or hourly fee basis. Where financial planning clients may choose to engage WT on an hourly basis such fees are billed at a rate of \$250 per hour. The fixed fee rate is charged at \$250 per hour for an initial plan with an additional \$150 per hour charged to update an existing plan (originally created by WT).

The fees are negotiable on a case-by-case basis dependent on the amount of the assets and the complexity of the services. Compensation will be paid after all services have been rendered. All fees and refunds remain subject to negotiation at the sole discretion of WT.

### **B. OTHER FEES AND PAYMENTS**

There may be additional fees or charges that result from the maintenance of or trading within your account. These are fees are imposed by third parties in connection with investments made through the your account, including but not limited to, no-load mutual fund 12(b)-1 distribution fees, certain deferred sales charges on previously purchased mutual funds, and IRA and Qualified Retirement Plan fees.

### **C. REFUND AND TERMINATION POLICY**

Clients may terminate their account without penalty (full refund), within five (5) days of signing their advisory agreement, and thereafter at any time on thirty (30) days prior written notice to WT. Upon termination, the management fee for any partial period shall be prorated and any unearned amount shall be refunded to the Client as of the effective date of the termination. Under no circumstances will the client be entitled to a refund of any financial planning fees, regardless of when or for what reason the relationship between WT and the client is terminated.

### **D. OTHER COMPENSATION**

Neither WT nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

## **ITEM 6      PERFORMANCE-BASED FEES**

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Performance-Based Fees ("Performance Fees") are based on a share of the capital gains or capital appreciation of the assets of a client. Fees based on performance means that WT participates directly in the account's results. The Performance Fee may, indirectly, create an incentive for WT to make investments on behalf of the client's account that are riskier or more speculative than would be the case in the absence of such allocation.

**WT does not assess Performance-Based Fees.** Our fees are calculated as described in *Item 5* above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in a client's advisory account.

Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged



performance-based fees. As WT's advisory services do not incorporate performance fees or the offering of any additional investment services, side-by-side management does not apply to those services rendered by WT.

## **ITEM 7        TYPES OF CLIENTS**

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WT generally provides investment advisory services to **Individuals and High Net Worth Individuals**.

The minimum account size for accounts is generally \$25,000. WT reserves the right, in its sole discretion, to waive the minimum initial investment based on the needs of the client and the complexity of the situation.

## **ITEM 8        METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS**

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### **A. METHODS OF ANALYSIS**

WT may utilize one or more of the following methods of analysis when providing investment advice to its clients:

**Fundamental analysis** concentrates on factors that determine a company's value and expected future earnings. It involves analyzing its financial statements and health, its management and competitive advantages and its competitors and markets. Fundamental analysis is performed on historical and present data but with the goal of making financial forecasts. There are several possible objectives: to conduct a company stock valuation and predict its probable price evolution; to make a projection on its business performance; to evaluate its management and make internal business decisions and to calculate its credit risk. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

**Technical analysis** is a method of evaluating securities by relying on the assumption that market data, such as charts of price, volume and open interest can help predict future (usually short-term) market trends. It attempts to predict a future stock price or direction based on market trends. Technical analysis assumes that market psychology influences trading in a way that enables predicting when a stock will rise or fall. Technical analysis methods employ software and other financial data management tools to assess various aspects of the marketplace. The risk is that markets do not always follow patterns and relying solely on this method may not work long term.

**Cyclical analysis** assumes that markets react in cyclical patterns which, once identified, can be levered to provide performance. Cyclical analysis of economic cycles is used to determine how these cycles affect the returns of an investment, an asset class or an individual company's profits. Cyclical analysis is a time based assessment which incorporates past and present performance to determine future value. Cyclical risks exist because the broad economy has been shown to move in cycles, from periods of peak performance followed by a downturn, then a trough of low activity. The risks of

this strategy are two-fold: (1) the markets do not always repeat cyclical patterns; and (2) if too many investors begin to implement this strategy, it changes the very cycles they are trying to take advantage of.

## **B. INVESTMENT STRATEGIES**

WT may utilize the following investment strategies when implementing investment advice given to clients:

**Long Term Purchases** - securities purchased with the expectation that the value of those securities will grow over a relatively long period, generally greater than one year. Long-term purchases may be affected by unforeseen long-term changes in the company in which you are invested or in the overall market. Long term trading is designed to capture market rates of both return and risk. Frequent trading, when done, can affect investment performance, particularly through increased brokerage and other transaction costs and taxes. Due to its nature, the long-term strategy can expose clients to various other types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include, but are not limited to, inflation (purchasing power) risk, interest rate risk, economic risk, and political/regulatory risk.

**Short Term Purchases** - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations. Short term trading generally holds greater risk.

The investment strategies summarized above represents WT's current intentions. Depending on conditions and trends in the securities markets and the economy in general, WT may pursue any objectives, employ any investment techniques or strategies, or purchase any type of security that it considers appropriate and in the best interests of the client, whether or not described herein.

## **C. RISK OF LOSS**

*Clients need to be aware that investing in securities involves risk of loss that clients need to be prepared to bear.*

Every method of analysis has its own inherent risks. To perform an accurate market analysis WT must have access to current/new market information. WT has no control over the dissemination rate of market information; therefore, unbeknownst to WT, certain analyses may be compiled with outdated market information, severely limiting the value of WT's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by WT) will be profitable or equal any specific performance level(s). WT does not represent, warrant, or imply that the services or methods of analysis employed by WT

can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines.

Notwithstanding the method of analysis or investment strategy employed by WT, the assets within your portfolio are subject to risk of devaluation or loss. WT wants you to be aware that there are many different events that can affect the value of your assets or portfolio including, but not limited to, changes in financial status of companies, market fluctuations, changes in exchange rates, trading suspensions and delays, economic reports, and natural disasters.

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors 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 will be worth more today than a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Prepayment Risk:** The returns on the collateral for the deal can change dramatically at times if the debtors prepay the loans earlier than scheduled.
- **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.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

While this information provides a synopsis of the events that may affect your investments, this listing is not exhaustive. Although WT' methods of analysis and investment strategies do not present any significant or unusual risks, all investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. We want you to understand that there are

inherent risks associated with investing and depending on the risk occurrence; you may suffer LOSS OF ALL OR PART OF YOUR PRINCIPAL INVESTMENT.

**D. RECOMMENDATION OF SPECIFIC TYPES OF SECURITIES**

WT does not primarily recommend a particular type of security. Investments may include, but are not limited to, exchange listed securities, fixed-income securities, over-the-counter securities, foreign securities, options, derivatives, money market funds or other pooled investment vehicles.

**ITEM 9      DISCIPLINARY INFORMATION**

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Registered investment advisers are required to disclose any legal or disciplinary events that are material to a client's or prospective client's evaluation of our advisory business or the integrity of our management. Neither WT nor any of its management persons have been involved in legal or disciplinary events that are related to past or present investment clients.

**ITEM 10      OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

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**A. FINANCIAL INDUSTRY ACTIVITIES**

WT is not a registered broker-dealer and does not have an application pending to register as a broker-dealer. Furthermore, none of WT's management or supervised persons is registered representatives of, or has an application pending to register as representative of, a broker-dealer.

**B. FINANCIAL INDUSTRY AFFILIATIONS**

WT is not a registered, Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor and does not have an application pending to register as such. Furthermore, WT's management and supervised persons are not registered as and does not have an application pending to register as an associated person of the foregoing entities.

**C. OTHER MATERIAL RELATIONSHIPS**

WT does not have any arrangements that are material to its advisory or its clients with a related person who is a broker-dealer, investment company, other investment advisor, financial planning firm, commodity pool operator, commodity trading adviser or futures commission merchant, banking or thrift institution, accounting firm, law firm, insurance company or agency, pension consultant, real estate broker or dealer, or an entity that creates or packages limited partnerships other than those already disclosed herein.

**D. OTHER INVESTMENT ADVISERS**

WT does not have additional arrangements with other investment advisers that are material to its clients or advisory business.

## **ITEM 11 CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING**

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### **A. DESCRIPTION OF CODE OF ETHICS**

All employees of WT must act in an ethical and professional manner. In view of the foregoing and applicable provisions of relevant law, WT has adopted a Code of Ethics to specify and prohibit certain types of transactions deemed to create conflicts of interest (or the potential for or the appearance of such conflicts), and to establish reporting requirements and enforcement procedures relating to personal trading by WT personnel. WT's Code of Ethics, which specifically deals with professional standards, insider trading, personal trading, gifts and entertainment, and fiduciary duties, establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. **We will provide a copy of our Code of Ethics to any client or prospective client upon request.**

### **B. PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS**

WT does not recommend or effect transactions in securities which any related person may have material financial interest.

### **C. PROPRIETARY/SIMULTANEOUS TRADING**

At times, WT or its affiliated persons may buy or sell securities for our own accounts that we have also recommended to clients. However, any purchase or sale of a security by WT or a related person will be subject to WT's fiduciary duty to our client accounts. From time to time, representatives of WT may buy or sell securities for themselves at or around the same time our client accounts. In any instance where similar securities are bought or sold, we will uphold our fiduciary duty by always transacting on behalf of our client before transacting for our own benefit. WT will always document any transactions that could be construed as conflicts of interest. To mitigate or remedy any conflicts of interest or perceived conflicts of interest, we will monitor our proprietary and personal trading reports for adherence to our Code of Ethics.

## **ITEM 12 BROKERAGE PRACTICES**

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### **A. SELECTION AND RECOMMENDATION**

WT will select and recommend a broker-dealer or custodian that has the most favorable commission rate available for all of its clients. WT has a pre-existing brokerage and custodian relationships with TD AMERITRADE Institutional, a Division of TD AMERITRADE, Inc., member FINRA/SIPC/NFA ("TD AMERITRADE"). WT is independently owned and operated and is not affiliated with TD AMERITRADE. TD AMERITRADE will hold client assets in a brokerage account and buy and sell securities when WT or the client instructs them to.

WT will always seek "best execution" for each trade, which is a combination of price, quality of execution and other factors. In making brokerage determinations, WT will consider a number of judgmental factors, including, without limitation: 1) clearance

and settlement capabilities; 2) quality of confirmations and account statements; 3) the ability of the broker to settle the trade promptly and accurately; 4) the financial standing, reputation and integrity of the broker-dealer; 5) the broker-dealer's access to markets, research capabilities, market knowledge, and any "value added" characteristics; 6) WT's past experience with the broker-dealer; 7) WT's past experience with similar trades; and 8) any other factors. Recognizing the value of these factors, clients may pay a brokerage commission in excess of that which another broker might have charged for effecting the same transaction. WT recognizes that "best execution" is not synonymous with lowest brokerage commission.

WT has determined that having TD AMERITRADE execute trades is consistent with our duty to seek "best execution" of client trades.

#### **B. SOFT DOLLARS RECEIVES RESEARCH REPORTS**

WT does not currently receive "soft dollars."

Under "soft dollar" arrangements, one or more of the brokerage firms would provide or pay the costs of certain services, equipment, or other items. These soft dollar benefits are attributed to WT by reducing its expenses; however, the amount of the fee paid to WT by the client will not be reduced. Nonetheless, WT believes that to the extent it makes allocations to brokerage business with soft dollar arrangements, this would generally enhance the ability to obtain research, optimal execution and other benefits on behalf of our clients.

#### **C. BROKERAGE FOR CLIENT REFERRALS**

WT does not receive client referrals from third parties for recommending the use of specific broker-dealer brokerage services.

#### **D. DIRECTED BROKERAGE**

WT will generally recommend to clients TD AMERITRADE Institutional, a Division of TD AMERITRADE, Inc., member FINRA/SIPC/NFA. This arrangement is designed to maximize efficiency and to be cost effective for our clients. By requiring clients to use our specific custodian which WT has approved, we seek to achieve most favorable execution of client transactions.

WT permits clients to direct the use a particular brokerage firm. If a client directs brokerage, WT cannot negotiate commission rates, but WT will, however, use its best efforts to negotiate the most favorable rates based on the size and the anticipated trading activity in the account. As a result of such directed brokerage, and at the client's request and direction, clients may pay higher brokerage commissions than might otherwise be paid if WT were granted discretion to select a broker to handle the account. In addition, clients might lose the benefits of potentially better executions available through bunched transactions of the recommended broker-dealer custodian.

#### **E. ORDER AGGREGATION**

WT may, at times, aggregate sale and purchase orders of securities ("block trading") for advisory accounts with similar orders in order to obtain the best pricing averages and minimize trading costs. This practice is reasonably likely to result in administrative

convenience or an overall economic benefit to the client. Clients also benefit relatively with better purchase or sale execution prices, lower commission expenses or beneficial timing of transactions or a combination of these and other factors. Our policies and procedures mandate aggregating multiple orders. Aggregate orders will be allocated to client accounts in a systematic non-preferential manner. WT may aggregate or “bunch” transactions for a client’s account with those of other clients in an effort to obtain the best execution under the circumstances.

Trade Error Policy: WT maintains a record of any trading errors that occur in connection with investment activities of its clients. Both gains and losses that result from a trading error made by WT will be borne or realized by WT. Accordingly, WT will reimburse a client account for a trading error that results in loss and will be allocated the profit resulting from any trading error that results in a gain.

## **ITEM 13      REVIEW OF ACCOUNTS**

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### **A. PERIODIC REVIEWS**

WT reviews its client’s account activity at least quarterly. The reviews consist of determining whether your investment goals and objectives are aligned with our investment strategies. If reallocation of investments is necessary, we sell underperforming investments or to buy new investments that are more appropriate for your investment goals and objectives. The reviews are conducted by John K. Heilner, who is WT’s chief adviser.

### **B. INTERMITTENT REVIEW FACTORS**

Intermittent reviews may be triggered by substantial market fluctuation, economic or political events, or by changes in your financial status (such as retirement, termination of employment, relocation, or inheritance). Clients are advised to notify WT promptly if there are any material changes in their financial situation, investment objectives, or in the event they wish to place restrictions placed on their account.

### **C. REPORTS**

Clients may receive confirmations of purchases and sales in their accounts and will receive, at least quarterly, statements containing account information such as account value, transactions, and other relevant information. Confirmations and statements are prepared and delivered from the custodian.

## **ITEM 14      CLIENT REFERRALS AND OTHER COMPENSATION**

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### **A. ECONOMIC BENEFITS FROM OTHERS**

WT does not receive an economic benefit (such as sales awards or other prizes) from any third party for providing investment advice or other advisory services to its clients.

## **B. COMPENSATION TO UNAFFILIATED THIRD PARTIES**

WT may, at times, enter into soliciting agreements to provide cash compensation to third parties for client referrals or introductions to WT. Our compensation agreements are in accordance with Rule 206(4)-3 under the Investment Adviser Act of 1940 and the applicable state regulations. To the extent required by Rule 206(4)-3 or applicable state regulations; the compensation is disclosed to clients by the third party referral source in a separate disclosure document. Generally, these arrangements provide compensation equal to a specific percentage of certain fees received by WT. This arrangement creates a conflict of interest in that cash compensation may impair the solicitor's evaluation of the client's suitability for WT's programs. To mitigate or remedy this conflict of interest the Chief Compliance Officer will review referrals to ensure suitability with program before compensating the solicitor. Prior to compensating any individual for referrals, WT will ensure that these individual solicitors are appropriately registered as investment adviser representatives if registration is required by the jurisdictions in which solicitation activities are conducted.

Certain clients that engage WT's services as result of referrals from Introducing Advisors may pay more or less to obtain WT's investment management services than do other clients, since a portion of the overall fee may be determined by the Introducing Advisor. In such situations, where the client pays more, the engagement shall result in an additional charge to the client in excess of what the client would have paid if the client were to engage the services of WT independent of the Introducing Advisor's introduction. Variations in the Introducing Advisor's compensation may be due to the Introducing Advisor's role as an unaffiliated investment adviser or investment adviser representative for the consulting and monitoring services the Introducing Advisor may provide to the client on an ongoing basis relative to the client's engagement of WT. Such arrangements, and their terms and conditions, are exclusively determined between the client and the Introducing Advisor, and WT will not be a party to these arrangements. Retail clients may pay more or less to obtain WT's investment management services than clients referred to WT by an Introducing Advisor.

## **ITEM 15 CUSTODY**

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### **A. CUSTODIAN OF ASSETS**

Custody means holding, directly or indirectly, client funds or securities, or having any authority to obtain possession of them.

WT does not have direct custody of any client funds and/or securities. WT will not maintain physical possession of client funds and securities. Instead, client's funds and securities are held by the WT preferred qualified custodian.

While WT does not have physical custody of client funds or securities, payments of fees may be paid by the custodian from the custodial brokerage account that holds client funds pursuant to the client's account application. In certain jurisdictions, the ability of WT to withdraw its management fees from the client's account may be deemed custody.



Prior to permitting direct debit of fees, each client provides written authorization permitting fees be made direct from the custodian.

As part of the billing process, the client's custodian is advised of the amount of the fee to be deducted from that client's account. On at least a quarterly basis, the custodian is required to send to the client a statement showing all transactions within the account during the reporting period. The custodian does not calculate the amount of the fee to be deducted and does not verify the accuracy of WT's advisory calculation. Therefore, it is important for clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact WT directly if they believe that there may be an error in their statement. Please refer to *Item 12* for our information regarding our Brokerage Practices.

#### **B. ACCOUNT STATEMENTS**

Although we are your adviser, your statements will be mailed or made available electronically by the broker-dealer or custodian. When you receive these statements, please review them carefully. Please compare asset values, holdings, and fees on your statement to that in the account statement issued the previous quarter. **Please compare asset values, holdings, and fees on your statement to that in the account statement issued the previous period.**

### **ITEM 16      INVESTMENT DISCRETION**

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**It is WT's customary procedure to have full discretionary authority in order to supervise and direct the investments of your accounts. You grant this authority upon execution of our Investment Management Agreement. This authority is for the purpose of making and implementing investment decisions, without your prior consultation. All investment decisions are made in accordance with your stated investment objectives. Our discretionary authority does not give authority to take or have possession of any assets in your account or to direct delivery of any securities or payment of any funds held in the account to WT. Furthermore, our authority by agreement does not allow us to direct the disposition of such securities or funds to anyone except you-the account owner.**

### **ITEM 17      VOTING CLIENT SECURITIES**

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Clients retain the right to vote all proxies which are solicited for securities held in their accounts. WT will not take nor be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the client's account may be invested in occasionally. Furthermore, WT will not take any action or render any advice with respect to any securities held in any client's accounts that are named in or subject to class action lawsuits. WT will however, forward to you any information received by WT regarding class action legal matters involving any security held in your account.

## **ITEM 18      FINANCIAL INFORMATION**

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### **A. BALANCE SHEET REQUIREMENT**

WT is not the qualified custodian for client funds or securities, and does not require prepayment of fees of more than \$1,200 per client, six (6) months or more in advance.

### **B. FINANCIAL CONDITION**

WT does not have any financial impairment that would preclude the Firm from meeting contractual commitments to clients.

### **C. BANKRUPTCY PETITION**

WT has not been the subject of a bankruptcy petition at any time during the last 10 years.

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## **PRIVACY POLICY**

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WT does not disclose nonpublic personal information about its clients or former clients to any persons other than as described below. WT collects information about its clients (such a name, address, social security number, assets and income) from discussions with clients, from documents that clients may deliver to WT (such as account applications) and in the course of providing services. In order to service its client accounts and effect client transactions, WT may provide client personal information to its affiliates and to firms that assist it in servicing client accounts and which have a need for such information. WT does not otherwise provide information about its clients to outside firms, organizations or individuals except as required by law. Any party that receives this information will use it only for the services and as allowed by applicable law or regulations, and is not permitted to share or use this information for any other purpose.