



**Nova R Wealth, Inc.**  
*A Registered Investment Advisor*

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: September 10, 2015**

This Disclosure Brochure provides information about the qualifications and business practices of Nova R Wealth, Inc. ("Nova R Wealth" or the "Advisor"). If you have any questions about the contents of this Disclosure Brochure, please contact us at (913) 225-9201.

Nova R Wealth is a Registered Investment Advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information through Nova R Wealth to assist you in determining whether to retain the Advisor.

Additional information about Nova R Wealth and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD # 169574.

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**Overland Park, KS 66209**  
**Phone: (913) 225-9201 \* Fax: (913) 225-9215**  
<http://novarwealth.com>

## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of Nova R Wealth.

Nova R Wealth believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its Clients with complete and accurate information at all times. Nova R Wealth encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us. And of course, we always welcome your feedback.

### Material Changes

There have been no material changes to the content of the Nova R Disclosure Brochure. The Disclosure Brochure was redrafted, but the nature of the disclosures remains unchanged.

### Future Changes

From time to time, we may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of Nova R Wealth.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching by our firm name or our CRD # 169574. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (913) 225-9201.

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

Nova R Wealth, Inc. (“Nova R Wealth” or the “Advisor”) is a Registered Investment Advisor with the U.S. Securities and Exchange Commission (“SEC”), which located in the Overland Park, Kansas. Nova R was organized as a Corporation under the laws of the State of Kansas in July 2014 and is principally owned by Timothy R. Rodgers. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Nova R Wealth.

### **B. Advisory Services Offered**

Nova R Wealth offers investment advisory services to individuals, high net worth individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities in the State of Kansas and other states (each referred to as a “Client”).

#### Investment Management Services

Nova R Wealth provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and consulting services. Nova R Wealth may also provide both of these services as a comprehensive wealth management offering.

Nova R Wealth works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Nova R Wealth will then construct a portfolio, consisting of primarily of diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks and bonds as well as unaffiliated investment managers, as appropriate, to meet the needs of certain Clients.

Where appropriate, the Advisor may also provide advice regarding legacy holdings or securities not maintained at the primary custodian, such as retirement plans, education savings plans and insurance products. In such instances, the Advisor may not have the authority to direct the trading or allocation of these assets. The Client may be required to implement any recommendations made by the Advisor.

Nova R Wealth’s investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Nova R Wealth will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Nova R Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Nova R Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Nova R Wealth may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Nova R Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

Nova R Wealth will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will Nova R Wealth accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated brokerage account or pension account, pursuant to the Client Investment Advisory Agreement.

#### Use of Independent Managers

Nova R Wealth may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more unaffiliated money managers (herein “Independent Manager[s]”). The terms and agreements with the

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Independent Manager[s] will differ and are set forth in the agreement[s] those manager[s]. The Independent Manager[s] will have investment discretion over the Client's account[s], but may allow the Client to impose reasonable investment restrictions. The Advisor will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. Nova R Wealth will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of the Independent Manager[s].

Nova R Wealth does not receive any compensation from these Independent Manager[s], other than Nova R Wealth's investment advisory fee (described in Item 5). In certain instances, the Independent Manager[s] may also collect Nova R Wealth's investment advisory fee from the Client.

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A – Disclosure Brochure (or a brochure that makes the appropriate disclosures).

#### Financial Planning and Consulting Services

Nova R Wealth will typically provide a variety of financial planning services to Clients, pursuant to a written financial planning or consulting agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to:

Business Planning	Retirement Planning
Cash Flow Forecasting	Risk Management
Trust and Estate Planning	Charitable Giving
Financial Reporting	Distribution Planning
Investment Consulting	Tax Planning
Insurance Planning	Manager Due Diligence

These services may be provided on a stand-alone basis or incorporated into other services, including a comprehensive wealth management engagement.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. Nova R Wealth may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a potential conflict between the interests of the Advisor and the interests of the Client. For example, a recommendation to engage the Advisor for investment management services or to increase the level of investment assets with the Advisor would pose a conflict, as it would increase the advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to effect the transaction through the Advisor.

#### **C. Client Account Management**

Prior to engaging Nova R Wealth to provide investment advisory services, each Client is required to enter into an investment advisory agreement with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Policy – Nova R Wealth, in connection with the Client, will develop a the investment strategy[ies] to be employed to meet the Client's objectives.
- Asset Allocation – Nova R Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Nova R Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Nova R Wealth will provide investment management and ongoing oversight of the Client's portfolio and overall account.

#### **D. Wrap Fee Programs**

Nova R Wealth does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Nova R Wealth.

#### **E. Assets Under Management**

As of March 16, 2015, Nova R Wealth manages the following assets:

Assets Under Management	Assets
Discretionary Assets	\$270,800,000
Non-Discretionary Assets	--
<b>Total</b>	<b>\$270,800,000</b>

Clients may request more current information at any time by contacting the Advisor.

### **Item 5 – Fees and Compensation**

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign an investment advisory agreement that details the responsibilities of Nova R Wealth and the Client. Supervised persons of Nova R Wealth, in their separate capacities, may instead recommend the implementation of securities portfolios and/or insurance products under a commission-based arrangement (Please see item 10).

#### **A. Fees for Advisory Services**

##### Wealth Management Services

Nova R Wealth offers its wealth management services (which includes investment management services and financial planning services unless separately offered) for an annual fee based on the value of the assets under management with the Advisor. Wealth management fees range from 0.50% to 1.50% based on the size and complexity of the Client relationship and the scope of the services to be provided. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions, smaller accounts, and other complexities may be charged a higher fee.

Fees are charged quarterly, in advance of each calendar quarter, based on the value of the Client's assets under management at the end of the prior calendar quarter. Wealth management fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. If assets are deposited into or withdrawn from an account after the start of a billing period, the wealth management fee is not adjusted. Fees may be negotiable at the discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Nova R Wealth will be independently valued by the designated Custodian. Nova R Wealth will not have the authority or responsibility to value portfolio securities.

##### Independent Manager Fees

For Clients with accounts managed by an Independent Manager, the Client's fee will include both the Independent Manager's Fee[s] and the Nova R Wealth fee noted above. Please see Item 14 for additional details.

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### Financial Planning and Consulting Services

For financial planning or consulting engagements that fall outside the Advisor's wealth management services, the Advisor will charge a fixed engagement fee generally ranging from \$2,000 to \$10,000, which may be negotiable depending on the nature and complexity of the services to be provided. An estimate for total costs will be provided to the Client prior to establishing the advisory relationship. If the Client engages the Advisor for additional investment management services, Nova R Wealth may offset future fees against the fees paid for planning services.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs. The Advisor's fees are determined after considering many factors, such as the level and scope of the services.

## **B. Fee Billing**

### Wealth Management Services

Wealth management fees will be calculated by the Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Nova R Wealth at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting Nova R Wealth to be paid directly from their accounts held by the Custodian as part of the Investment Advisory Agreement and separate account forms provided by the Custodian.

### Independent Managers

Clients referred to Independent Manager[s] will be billed in accordance with the agreement with each respective manager. As noted, Nova R Wealth's wealth management fee may be collected by an Independent Manager or billed separately. Details are described in Item 14 below.

### Financial Planning and Consulting Services

Financial planning and consulting fees are typically invoiced 50% upon execution of the planning agreement with the balance due upon completion of the agreed upon deliverable[s].

## **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than Nova R Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. The wealth management fee charged by Nova R Wealth is separate and distinct from these custodian and execution fees.

In addition, all fees paid to Nova R Wealth for advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of Nova R Wealth, but would not receive the services provided by Nova R Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Nova R Wealth to fully understand the total fees to be paid.

## **D. Advance Payment of Fees and Termination**

### Wealth Management Services

Nova R Wealth is compensated for its services in advance of the quarter in which wealth management services are rendered. Either party may request to terminate the agreement by providing advance written notice. The Client shall be responsible for fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's agreement with the Advisor is non-transferable without the Client's written approval.

### Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and that manager. Nova R Wealth will assist the Client with the termination and transition as appropriate.

### Financial Planning and Consulting Services

Nova R Wealth is partially compensated for its planning services in advance of the engagement. Either party may request to terminate the agreement by providing advance written notice. Upon termination, the Client shall be billed based on the percentage completion of the scope of work. Upon termination, the Advisor will refund any unearned, prepaid fees to the Client.

## **E. Compensation for Sales of Securities**

Nova R Wealth does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the fees noted above. Certain advisory persons are offer securities and insurance products in their separate capacities. Please see item 10.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

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Nova R Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Nova R Wealth are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client.

Nova R Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

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Nova R Wealth offers investment advisory services to individuals, high net worth individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and business entities. The relative percentage of each type of Client is available on Nova R Wealth's Form ADV Part 1. These percentages will change over time. Nova R Wealth generally does not impose a minimum account size for establishing a relationship. However, certain independent managers may impose minimums for their investment strategies.

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

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### **A. Methods of Analysis**

Nova R Wealth employs fundamental, technical and cyclical analysis methods in developing investment strategies for its Clients. Research and analysis from Nova R Wealth is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

As noted above, Nova R Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Nova R Wealth will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At

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times, Nova R Wealth may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Nova R Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Nova R Wealth will be able to accurately predict such a reoccurrence.

Cyclical analysis is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that Nova R Wealth is recommending. The risks with cyclical analysis are similar to those of technical analysis.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

### Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

### Short Sales

A short sale involves the sale of a security that the Client does not own in the hope of purchasing the same security at a later date at a lower price. To make delivery to the buyer, the Client must borrow the security and is obligated to return the security to the lender, which is accomplished by a later purchase of the security. The Client realizes a profit or a loss as a result of a short sale if the price of the security decreases or increases respectively between the date of the short sale and the date on which the Client covers its short position, i.e.,

purchases the security to replace the borrowed security. A short sale involves the theoretically unlimited risk of an increase in the market price of the security that would result in a theoretically unlimited loss.

#### Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

#### Concentrated Portfolios

Concentrated portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Concentrated portfolios hold fewer different stocks than a diversified portfolio and are much more likely to experience sudden dramatic price swings. In addition, the rise or drop in price of any given holding in the portfolio is likely to have a larger impact on portfolio performance, than a more broadly diversified portfolio.

#### Frequent Trading

Frequent trading in securities can result in higher transaction costs in the Client's account[s]. For taxable accounts, frequent trading can also result in taxable transactions each year that would not be present in a buy-and-hold strategy. There are no guarantees that a frequent trading strategy will correctly time purchases and sales of any particular security.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

### **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving Nova R Wealth or any of its supervised persons.** Nova R Wealth values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You may search for Nova R by our firm name or our CRD# 169574.

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

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#### Broker-Dealer Affiliation

Advisory persons of Nova R Wealth, are also a registered representatives of Purshe Kaplan Sterling Investments ("PKS") of Albany, NY. PKS is a registered broker-dealer and member FINRA, SIPC. In an advisory person's separate capacity as a registered representative, one will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an advisory person in this capacity. Neither the Advisor nor its advisory persons will earn advisory fees in connection with any services implemented in one's separate capacity as a registered representative.

#### Insurance Agency Affiliations

Certain advisory persons of Nova R Wealth are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Nova R Wealth. As an insurance professional, an advisory person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or its advisory persons.

#### Relationship with Dynasty Financial Partners, LLC

Nova R Wealth maintains a business relationship with Dynasty Financial Partners, LLC ("Dynasty"), which provides the Advisor with operational and back office support including access to a network of service providers. Through the Dynasty network of service providers, Nova R Wealth has access to trading technology, transition support, reporting, custody, brokerage, investments, compliance and other related services. The Advisor may also engage and/or recommend Dynasty's subsidiary, Dynasty Wealth Management LLC, a registered investment adviser, to clients for certain outsourced investment services, such as separate account management, asset allocation strategies and externally managed investment programs. While Nova R Wealth believes this open architecture structure for both operational and investment services best serves the interests of its advisory clients, this relationship may potentially present certain conflicts of interest due to the fact that Dynasty retains a portion of the platform or other third party fees paid by the Advisor or clients for the services referenced above. In light of the foregoing, Nova R Wealth seeks at all times to ensure that any material conflicts are addressed on a fully-disclosed basis and handled in a manner that is aligned with its Clients' best interests. Nova R Wealth does not receive any portion of the fees paid directly to Dynasty, its affiliates or the service providers made available through Dynasty's platform. In addition, the Advisor reviews all such relationships, including the service providers engaged through Dynasty, on an ongoing basis in an effort to ensure clients are receiving competitive rates in relation to the quality and scope of the services provided.

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

#### **A. Code of Ethics**

Nova R Wealth has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Nova R Wealth. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Nova R Wealth and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Nova R Wealth associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (913) 225-9201.

#### **B. Personal Trading with Material Interest**

Nova R Wealth allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Nova R Wealth does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Nova R Wealth does not have a material interest in any securities traded in Client accounts.

#### **C. Personal Trading in Same Securities as Clients**

Nova R Wealth allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of Nova R Wealth may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Nova R Wealth requiring reporting of personal securities trades by its employees for review by the employee's supervisor or the CCO. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

In addition the Code of Ethics governs Gifts and Entertainment given by and provided to the Advisor, outside employment activities of employees, Employee reporting, sanctions for violations of the Code of Ethics, and records retention requirements for various aspects of the Code of Ethics.

#### **D. Personal Trading at Same Time as Client**

While Nova R Wealth allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At**

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no time will Nova R Wealth, or any associated person of Nova R Wealth, transact in any security to the detriment of any Client.

## Item 12 – Brokerage Practices

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### A. Recommendation of Custodian[s]

Nova R Wealth does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services or the administrator for defined contribution accounts. The Client will select the broker-dealer or custodian (herein the "custodian") to safeguard Client assets and authorize Nova R Wealth to direct trades to this custodian as agreed in the Investment Advisory Agreement. Further, Nova R Wealth does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Nova R Wealth does not exercise discretion over the selection of the custodian, it may recommend the custodian[s] to Clients for execution and/or custodial services. Clients are not obligated to use the recommended custodian and will not incur any extra fee or cost associated with using a broker not recommended by Nova R Wealth.

Nova R Wealth may recommend a custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and location of the custodian's offices. Nova R Wealth does not receive research services, other products, or compensation as a result of recommending a particular broker that may result in the Client paying higher commissions than those obtainable through other brokers.

Nova R Wealth will generally recommend that Clients establish their account[s] at Fidelity Institutional Wealth Services ("Fidelity IWS"), a FINRA-registered broker-dealer and member SIPC. Fidelity IWS will serve as the Client's "qualified custodian". Nova R Wealth maintains an institutional relationship with Fidelity IWS, whereby the Advisor receives economic benefits from Fidelity IWS as noted in Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. **Nova R Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer.**

**2. Brokerage Referrals** - Nova R Wealth does not receive any compensation from any third party in connection with the recommendation for establishing a brokerage account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Nova R Wealth will place trades within the established account[s] at the custodian designated by the Client. Further, all Client accounts are traded within their respective brokerage account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the custodian, Nova R Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the designated custodian.

### B. Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. Nova R Wealth will execute its transactions through an unaffiliated broker-dealer selected by the Client. Nova R Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the same broker-dealer for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular

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Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Accounts are monitored on a regular and continuous basis by Mr. Rodgers, Managing Member and CCO of Nova R Wealth. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify Nova R Wealth if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the trustee or custodian. These brokerage statements are sent directly from the custodian to the Client. The Client may also establish electronic access to the custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

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### **A. Compensation Received by Nova R Wealth**

Nova R Wealth is a fee-only advisory firm, who, in all circumstances, is compensated solely by the Client. Nova R Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any unrelated third party. Nova R Wealth may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, Nova R Wealth may receive referrals of new Clients from a third-party.

#### Selection of Other Advisors

Nova R Wealth may refer Clients to unaffiliated money managers, as detailed in Item 4. In such arrangements, Nova R Wealth has a potential conflict of interest in that Nova R Wealth will receive a portion of the unaffiliated money manager's fee collected from the Client for the referral of the Client and the ongoing relationship management support provided by Nova R Wealth. To mitigate this conflict of interest, Nova R Wealth will not charge investment advisory fees on assets referred to an unaffiliated manager under such arrangements.

#### Participation in Institutional Advisor Platform

The Advisor has established an institutional relationship with Fidelity Institutional Wealth Services ("Fidelity IWS") to assist the Advisor in managing Client account[s]. Access to the Fidelity Institutional platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Fidelity IWS. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Fidelity IWS: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its

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institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

#### **B. Client Referrals from Solicitors**

Nova R Wealth does not engage paid solicitors for Client referrals.

#### **Item 15 – Custody**

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Nova R Wealth does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fee. All Clients must place their assets with a qualified custodian. Clients are required to select their own custodian to retain their funds and securities and direct Nova R Wealth to utilize that custodian for the Client's security transactions. Nova R Wealth encourages Clients to review statements provided by the account custodian. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

#### **Item 16 – Investment Discretion**

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Nova R Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Nova R Wealth. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an Investment Advisory Agreement containing all applicable limitations to such authority. All discretionary trades made by Nova R Wealth will be in accordance with each Client's investment objectives and goals.

#### **Item 17 – Voting Client Securities**

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Nova R Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

#### **Item 18 – Financial Information**

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Neither Nova R Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Nova R Wealth to meet all obligations to its Clients. Neither Nova R Wealth, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. Nova R Wealth is not required to deliver a balance sheet along with this Disclosure Brochure, as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

## Privacy Policy

(Effective: September 10, 2015)

### Our Commitment to You

Nova R Wealth, Inc. ("Nova R Wealth" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Nova R Wealth (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Nova R Wealth does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

### How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

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Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> Nova R Wealth does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Nova R Wealth or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b> Nova R Wealth does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy, and will provide you with a revised policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (913) 225-9201.