

Pro Wealth Advisors LLC

Form ADV Part 2A – Disclosure Brochure

Effective: April 28, 2015

This Disclosure Brochure provides information about the qualifications and business practices of Pro Wealth Advisors LLC (“Pro Wealth”). If you have any questions about the contents of this Disclosure Brochure, please contact us at via our website at <http://advice4less.com>.

Pro 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 Pro Wealth to assist you in determining whether to retain the Advisor.

Additional information about Pro Wealth and its advisory persons are available on the SEC’s website at www.adviserinfo.sec.gov. To review the firm information for Pro Wealth, you may search by our business name or by our CRD # 190511.

Item 2 – Material Changes

Pro 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. Pro 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.

Initial Filing

Pro Wealth is a new Registered Investment Advisor. This is the initial filing of the Disclosure Brochure.

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 Pro 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. To review the firm information for Pro Wealth, you may search by our business name or by our CRD # 190511. You may also request a copy of this Disclosure Brochure at any time, by contacting us via our website at <http://advice4less.com>.

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Item 4 – Advisory Services

A. Firm Information

Pro Wealth Advisors LLC (“Pro Wealth” or the “Advisor”) is a Registered Investment Advisor with the U.S. Securities and Exchange Commission (“SEC”) conducting business as an “Internet-only” advisor pursuant to Section 203A-2(e) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

Pro Wealth is organized as a Limited Liability Company (“LLC”) under the laws of the State of Florida. Pro Wealth was founded in March 2015, and is owned and operated by Donna H. Keller (CEO and CCO) and Brant Keller (Managing Principal). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Pro Wealth.

B. Advisory Services Offered

Pro Wealth offers investment advisory and related services to individuals, high net worth individuals, and other types of clients through interactive web sites, including <http://advice4less.com> (each referred to as a “Client”).

Investment Management Services

Pro Wealth provides investment advisory solutions for its Clients through its proprietary investment strategies. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management services. The Advisor assist the Client with developing a portfolio allocation through its interactive website and other tools. Once the Client has determined their investment goals and objectives as well as risk tolerance and financial situation, the Advisor will construct a portfolio consisting of diversified mutual funds and/or exchange-traded funds (“ETFs”).

Pro 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. Pro Wealth will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. The Client will have the opportunity to place certain restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor. Pro Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Pro Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Pro 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. Pro 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.

Pro Wealth will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will Pro 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.

Limited Access to Advisor

The Advisor serves as an “Internet-Only” investment advisor pursuant to Section 203A-2(e) of the Advisers Act. Under this registration the Advisor provides its investment advisory solely through its interactive website. The Advisor is not available to Clients for telephone conversations or communications through other means such as U.S. mail, courier or email (other than operational emails). The Advisor does not meet with Client’s at its offices. All advice, support and inquiries are delivered through the Advisor’s website.

The Advisor may, for a limited number of Clients annually, provide customized services, subject to the limitations set forth in Section 203A-2(e) of the Advisers Act.

Financial Planning Services

Pro Wealth will provide a variety of financial planning services to Clients through its interactive website. 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 investment planning, retirement planning, personal savings, education savings and other areas of a Client's financial situation.

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. 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 quarters of contract date, assuming all information and documents requested are provided promptly.

C. Client Account Management

Prior to engaging Pro 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 – Pro Wealth will provide the Client with interactive tools to assist the Client in defining investment goals and objectives.
- Asset Allocation – Pro 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 – Pro 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 – Pro Wealth will provide investment management and ongoing oversight of the Client's portfolio and overall account.

D. Wrap Fee Programs

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

E. Assets Under Management

Pro Wealth is a newly established advisor. Assets under management shall be reported following the Advisor's December 31, 2015 fiscal year end. 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 Pro Wealth and the Client.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly in advance pursuant to the terms of the investment advisory agreement. Investment advisory fees range from 0.50% to 1.50%, depending on the size and complexity of the Client relationship. Investment advisory fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Fees are generally not negotiable. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by Pro Wealth will be independently valued by the designated Custodian. Pro Wealth will not have the authority or responsibility to value portfolio securities.

Fee Rebate for Qualified Clients - Qualified Clients as defined under Rule 205-3(d)(1) of the Advisers Act, may be eligible a fee structure that includes fee rebate if the Client's portfolio experiences two (2) consecutive quarters of

negative performance (before the deduction of investment advisory fees). In such instance[s] the Advisor will automatically refund the Client's investment advisory fees for both quarters. Please see Item 6.

Financial Planning Services

Pro Wealth offers financial planning services at an hourly rate of up to \$200 or on a fixed fee per engagement depending on the services selected. An estimate for total costs are provided to the Client via the website prior to engaging for these 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.

B. Fee Billing

Investment Management Services

Investment advisory fees will be automatically deducted from the Client's account[s] by 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 12) to the total assets under management with Pro Wealth at the end of each quarter. Clients will be provided with a quarterly statement from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor makes information regarding the Client's account[s] and fees available to the Client via our website at <http://advice4less.com>. 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 Pro 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.

Financial Planning Services

Financial planning fees are billed in advance of services via credit card or other electronic payment method. The Advisor completes all financial planning engagements in less than six quarters. Please see Item 18.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than Pro 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 Investment Advisory Fee charged by Pro Wealth is separate and distinct from these custodian and execution fees.

In addition, all fees paid to Pro Wealth for investment 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 Pro Wealth, but would not receive the services provided by Pro 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 Pro Wealth to fully understand the total fees to be paid.

D. Advance Payment of Fees and Termination

Investment Management Services

Pro Wealth is compensated for its services in advance of the quarter in which investment advisory services are rendered. Clients may request to terminate their investment advisory agreement with Pro Wealth, in whole or in part, by providing advance written notice. The Client shall be responsible for Investment Advisory Fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's Investment advisory agreement with the Advisor is non-transferable without the Client's written approval.

Financial Planning Services

Financial planning agreements are generally charged in advance of the delivery of services. Either party may terminate a planning agreement at any time by providing written notice to the other party. In the event that a Client should wish to cancel the financial planning agreement under which any plan is being created, the Client shall be

billed for actual hours logged on the planning project times the agreed upon hourly rate or the percentage of the engagement completed times the fixed engagement fee. Upon termination, the Advisor will refund any unearned, prepaid planning fees.

E. Compensation for Sales of Securities

Pro Wealth does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the Investment Advisory Fees noted above.

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

Pro Wealth offers a fee rebate program for the accounts of “Qualified Clients” (subject to certain account minimums). Only Qualified Clients (as defined below) are eligible for this rebate program. Qualified Clients may be eligible a fee structure that includes fee rebate if the Client’s portfolio experiences two (2) consecutive quarters of negative performance (before the deduction of investment advisory fees). In such instance[s] the Advisor will automatically refund the Client’s investment advisory fees for both quarters.

Who is a “Qualified Client”?

The Advisers Act Rule 205-3(d)(1) defines a “Qualified Client” who is financially sophisticated and meets one or more of the following conditions:

- Client is a natural person who, or a company that, immediately after entering into the contract has at least \$1,000,000 under the management of the Advisor;
- Client is a natural person who, or a company that, immediately prior to entering into the contract has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$2,000,000 at the time the contract is entered into.

Item 7 – Types of Clients

Pro Wealth offers investment advisory and related services to individuals, high net worth individuals, and other types of clients through interactive web sites, including <http://advice4less.com> (each referred to as a “Client”). The relative percentage of each type of Client is available on Pro Wealth’s Form ADV Part 1. These percentages will change over time. Pro Wealth generally does not impose a minimum account size for establishing a relationship. Qualified Clients may be eligible for the Advisor’s fee rebate program. Please see Item 6.

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

A. Methods of Analysis

Pro Wealth primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from Pro 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, Pro Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Pro 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 times, Pro 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

Past performance is not a guarantee of future returns. Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Pro 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. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Additional details regarding the risks associated with a Client’s investment portfolio are also provided on the Advisor’s websites.

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving Pro Wealth or any of its employees. Pro Wealth and its advisory personnel value 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.

To review the firm information contained in Form ADV Part 1, select the option for “Investment Adviser Search”, then selecting “Firm” and enter **190511** in the field labeled “Firm Name or CRD# or SEC#”. This will provide access to Form ADV Parts 1 and 2. Item 11 of the Form ADV Part 1 lists legal and disciplinary disclosure questions.

Item 10 – Other Financial Industry Activities and Affiliations

The sole business of Pro Wealth is to provide investment advisory services to its Clients and is not involved in other business endeavors. Pro Wealth does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client’s accounts.

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

Pro 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 Pro Wealth. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Pro Wealth and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Pro 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 (239) 287-1982 or via our website at <http://advice4less.com>.

Pro Wealth allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Pro 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. Pro Wealth does not have a material interest in any securities traded in Client accounts. When trading for personal accounts, employees of Pro 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 Pro Wealth requiring reporting of personal securities trades by its employees for review by the employee’s supervisor or the CCO. While Pro 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 no time will Pro Wealth, or any associated person of Pro Wealth, transact in any security to the detriment of any Client.

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.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Pro 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 Pro Wealth to direct trades to this custodian as agreed in the Investment advisory agreement. Further, Pro Wealth does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Pro 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 Pro Wealth.

Pro 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. Pro 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.

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. **Pro Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer.**

2. Brokerage Referrals - Pro 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 Pro 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, Pro 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. Pro Wealth will execute its transactions through an unaffiliated broker-dealer selected by the Client. Pro 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 Client accounts.

Item 13 – Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Principals Pro Wealth. Formal reviews are generally conducted 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 Pro 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.

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 Client will also have access to their accounts via our website at <http://advice4less.com>.

Item 14 - Client Referrals and Other Compensation

Pro Wealth is a fee-only advisory firm, who, in all circumstances, is compensated solely by the Client. Pro Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Pro Wealth may refer Clients to various third parties to provide certain financial services necessary to meet

the goals of its Clients. Likewise, Pro Wealth may receive referrals of new Clients from a third-party. Pro Wealth does not engage paid solicitors for Client referrals.

Item 15 – Custody

Pro 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 Pro Wealth to utilize that custodian for the Client's security transactions. Pro 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

Pro Wealth assumes full 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 Pro 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 Pro Wealth will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Pro Wealth does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian.

Item 18 – Financial Information

Neither Pro Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Pro Wealth to meet all obligations to its Clients. Neither Pro Wealth, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. Pro 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 quarters or more in advance.