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Form ADV Part 2A

Firm Brochure

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This brochure provides information about the qualifications and business practices of WealthDrive, Inc. If you have any question about the contents of this brochure, please contact us at (434) 609-4262. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

WealthDrive, Inc. is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about WealthDrive, Inc. is available on the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. WealthDrive, Inc.'s CRD number is 304427.

## Item 2: Material Changes

WealthDrive does not have any material changes to report because this is our initial Brochures. In the future, this Item will discuss only specific material changes that are made to the Brochure. WealthDrive will also reference the date of its last annual update to the Brochure.

## Item 3: Table of Contents

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## Item 4: Advisory Business

### A. Description of the Advisory Firm

WealthDrive, Inc. (hereinafter “WealthDrive” or “Adviser”) is an independent internet-based wealth counseling and investment advisory firm that provides software-based portfolio management and advisory services to clients exclusively through an interactive website (“Website”). WealthDrive is registered with the Securities and Exchange Commission (“SEC”) under the Investment Advisors Act of 1940, as amended. WealthDrive registered as an investment adviser with the SEC in June 2019. WealthDrive is a Virginia corporation with its principal office located in Chesapeake, Virginia and was founded in June 2019.

WealthDrive Insurance Agency, Inc. (“hereinafter WealthDrive Insurance Agency” or “WealthDrive Insurance” or “WealthDrive” or “Adviser”) is a licensed insurance agency. Insurance products such as, but not limited to, Life Insurance, Annuities, Health Insurance and Long-Term Care are provided through WealthDriveInsurance Agency. The firm was established in December of 2008.

WealthDrive Technology, Inc. (“hereinafter WealthDrive Technology” or “WealthDrive” or “Adviser”) is a technology firm that builds, leases, and updates technology. The firm was established in November of 2018.

WealthDrive, Inc., is a privately held company headquartered in Chesapeake, Virginia.

### B. Summary of Advisory Services

Adviser offers an investment advisory service based on tactical and strategic investment management that makes it possible for anyone who enters into a WealthDrive Advisory Client Agreement (the “Advisory Client Agreement”) to access state-of-the-art investment advisory and portfolio management services. As provided in the Advisory Client Agreement, advisory clients (“Client”) grant WealthDrive discretionary authority to manage Client assets in accounts (“Client Accounts” or “Accounts”) opened and maintained at a custodian(s) in which Adviser utilizes. Adviser’s investment objective is to seek maximum long-term, risk-adjusted, after-tax, net of fee returns.

With any type of account, Adviser may use equities, mutual funds, bonds, leveraged securities and inverse securities. Adviser reserves the right to issue buy or sell signals outside of historically favorable and unfavorable periods when robust trading systems identify optimal times to do so.

### **Taxable Accounts, Health Savings Accounts (“HSAs”), and Individual Retirement Accounts (“IRAs”)**

Each individualized taxable (“taxable”) account, HSA account, or IRA account is designed to be consistent with Clients’ individual risk tolerances. Adviser creates an investment plan and manages a Client’s portfolio by seeking to identify: 1) the optimal asset classes in which to invest, 2) the most efficient investment, 3) the ideal mix of asset classes based on the Client’s specific risk tolerance, 4) possible trading restrictions based on where the money is being custodied, 5) robust trading systems used to evaluate long-term market supply and demand, and 6) the most appropriate time to rebalance the Client’s portfolio to maintain intended risk tolerance and optimal return for the Client’s risk level.

### **College Savings Accounts**

Adviser also serves as the Client’s automated investment advisor for 529 college savings accounts (which consist of an account with a mutual fund company directly). Once again, Adviser’s investment objective is to seek maximum, long-term, risk-adjusted, after-tax, net of fee returns. Based on the Client’s individual risk tolerances, Adviser constructs an individual portfolio for the Client using up to 20 of the 529 plan’s available funds.

### **Retirement Plan Accounts**

A retirement plan account may consist of, but not limited to, 401(k), 403(b), Thrift Savings Plan, or 457. Each individualized retirement plan account is designed to be consistent with Clients’ individual risk tolerances. Adviser creates an investment plan and manages a Client’s portfolio by seeking to identify: 1) the optimal asset classes in which to invest, 2) the most efficient investment, 3) the ideal mix of asset classes based on the Client’s specific risk tolerance, 4) possible trading restrictions based on where the money is being custodied or limited investment options, 5) robust trading systems used to evaluate long-term market supply and demand, and 6) the most appropriate time to rebalance the Client’s portfolio to maintain intended risk tolerance and optimal return for the Client’s risk level.

### **Financial Planning Service Through Software**

In addition to investment advisory and portfolio management services, WealthDrive through its affiliate WealthDrive Technology, also provides certain software-based financial planning tools and services (the “Financial Planning Service”) to its Clients. The Financial Planning Service is a product offered by WealthDrive Technology and is made available to WealthDrive Clients for a monthly fee through a contractual agreement between WealthDrive and WealthDrive Technology. The Financial Planning Service allows Clients to explore potential future financial scenarios, including retirement, and providing recommendations for reaching their financial goals. The Financial Planning Service allows Clients to link their external financial accounts in order to eliminate the need for the traditional financial planner interview that is usually required to acquire the necessary inputs to build a financial plan.

WealthDrive and WealthDrive Technology do not represent that the Financial Planning Service is meant to replace a comprehensive evaluation of a Client's entire financial plan considering all the Client's circumstances. Should a Client choose to implement any recommendation made by the Financial Planning Service, the Client should consult with his/her tax advisor, and WealthDrive advisor regarding the Client's personal circumstances. Implementation of a financial plan recommendation is entirely at the Client's discretion, and currently information Clients enter into the financial planning module, or obtained by linking their accounts, does not automatically change their risk scores. Clients can change their risk scores by retaking the risk tolerance assessment through the client portal. While the data from third parties used in the Financial Planning Service and client portal is believed to be reliable, WealthDrive or WealthDrive Technology cannot ensure the accuracy or completeness of data provided by clients or third parties.

### **Retirement Benefits Consulting**

Adviser provides consultation on specific retirement decisions and review of retirement packages. Retirement Benefits can include, but are not limited to: 401(k) Plan Analysis, Simplified Employee Pension Analysis, 457 Plan Selection, Defined Benefit Plan Analysis, etc.

### **Subadvisory Services**

WealthDrive may also act as a subadviser to other advisers unaffiliated with WealthDrive on a discretionary basis. These third-party advisers would outsource portfolio management services to WealthDrive. This relationship will be memorialized in each contract between WealthDrive and the third-party adviser.

### **Market Timing Subscription**

In the age of technology, there are more and more clients who want to do their own trading. This includes retail clients as well as professional clients. A professional client is defined as possessing a securities license or using our Market Timing Subscription to manage more than one individuals' account(s). A retail client does not possess a securities license, and is defined as a client whose only investment activities involve managing account(s) in which they own securities.

WealthDrive provides this Market Timing Subscription via a client portal that enables the client to use our investment buy(s) and sell(s) for specific investments in their portfolio(s). The client is only looking at obtaining information when WealthDrive would recommend buy(s) or sell(s). The investment chosen, actual allocation of capital, and/or execution of the trade are the ultimate decisions of the client.

### **Services Limited to Specific Types of Investments**

WealthDrive limits its investment management and advisory services to: Leveraged Exchange Traded Funds, Inverse Exchange Traded Funds, Leveraged Mutual Funds, Inverse Mutual Funds, Exchange Traded Funds, Mutual Funds, Stocks, Bonds, Business Development Companies, Fixed Income, Real Estate Investment

Trusts, Private Placements, Annuities/Life Insurance, Long-Term Care, Health Insurance, Futures, Forex, Municipal Securities and Government Securities.

### C. Client Tailored Services and Client Imposed Restrictions

WealthDrive offers the same suite of services to all of its clients. However, WealthDrive tailors its software-based investment advisory service(s) to the individual needs of each of its Clients, in accordance with the certain investment options designated by Clients, and subject to certain account limitations that prospective investors should consider, as described further below and in Item 7. WealthDrive uses software, which is based on academic behavioral economics research, to determine an investor's risk tolerance. WealthDrive asks each prospective Client a series of questions to evaluate both the individual's objective capacity to take risk and subjective willingness to take risk. The subjective risk questions used are to determine both the level of risk an individual is willing to take and the consistency among the answers. For example, if an individual is willing to take a lot of risk in one case and very little in another, then the individual is deemed inconsistent and is therefore assigned a risk tolerance score in the middle. Objective questions are used to estimate, with as few questions as possible, whether the individual is likely to have enough money saved at retirement to afford their likely spending needs.

Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent WealthDrive from properly servicing the client account, or if the restrictions would require WealthDrive to deviate from its standard suite of services, WealthDrive reserves the right to end the relationship.

### D. Wrap Fee Programs

WealthDrive does not participate in any wrap fee programs.

### E. Amounts Under Management

As of June 12, 2019, WealthDrive has the following assets under management:

Discretionary Amount(s):	Non-Discretionary Amount(s)	Date Calculated
\$0	\$0	June 2019



## Item 5: Fees and Compensation

### A. Adviser Fees

WealthDrive is compensated for its advisory services by charging an adviser fee based off account size on the net market value of a Client's Account. WealthDrive's adviser fee schedule is as follows:

Total Assets Under Management		Adviser Fees	Minimum Advisory Fee
\$0	\$500,000	0.75%/year	\$480/year
\$500,001	\$1,000,000	0.50%/year	
\$1,000,001	and Greater	0.25%/year	

Our management fees are calculated and collected daily by the account's custodian. The management fee is based on the day's end custodian-reported account balance and prorated for the number of business days in the year. For example, if there are 250 business days in a year,  $1/250^{\text{th}}$  will be withdrawn at the end of each day. The management fee is negotiable.

Each client will be asked to authorize us with the ability to withdraw our management fee directly from the account. This authorization may be terminated at any time with 30 days advance notice.

Our management fee does not include brokerage commissions, transaction fees, or other related costs and expenses that might be incurred by the client. Clients may incur certain ticket charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchanged traded funds are also charged internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive, of and in addition to, our fee and we will not receive any portion of these commissions, fees, or costs. For more information about our brokerage practice please see Item 12.A.

### **Retirement Benefits Consulting Fee Schedule**

Fees are charged at \$125.00 per hour. Clients are invoiced and payment is expected upon completion of work. Clients may terminate their contracts without penalty within five (5) business days of signing the Advisory Client Agreement.

### **Financial Planning Fee Schedule**

Through its affiliate WealthDrive Technology, WealthDrive offers the Financial Planning Service, as described above in Item 4, to all Clients for a monthly charge. WealthDrive Technology reserves the right to negotiate and/or waive the monthly fee at its sole discretion.

### **Market Timing Subscription Fee Schedule**

Fees are charged on the payment term and type of client which are as follows:

Client Type:	Monthly Price:
Retail Client	\$0.00 - \$200.00
Professional Client	\$0.00 - \$20,000.00

A professional client is defined as possessing a securities license or using our Market Timing Subscription to manage more than one individuals' account(s). A retail client does not possess a securities license, and is defined as a client whose only investment activities involve managing account(s) in which they own securities.

WealthDrive requires a thirty (30) day cancellation notice in writing emailed to: [support@wealthdrive.com](mailto:support@wealthdrive.com) or sent via mail to the firm's primary office address. Clients may terminate their contracts without penalty within five (5) business days of signing our Advisory Client Agreement for a full refund.

### **Subadvisory Service Fees**

WealthDrive may also act as a subadviser to unaffiliated third-party advisers. WealthDrive would receive: 1) a share of the fees collected from the third-party adviser's client(s) or 2) unaffiliated third-party advisers would pay a monthly fee directly to WealthDrive. The fees charged will not exceed any limit imposed by any regulatory agency. This relationship will be memorialized in each contract between WealthDrive and the third-party adviser.

## **Termination of Services**

A client may terminate any service for any reason without penalty after entering into an agreement with Adviser with 30 days advance notice.

### **B. Clients Are Responsible For Third Party Fees**

Clients are responsible for the payment of all third party fees (i.e. Custodian fees, mutual fund fees, transaction fees etc.). Clients may incur certain ticket charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchanged traded funds are also charged internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive, of and in addition to, our fee and we will not receive any portion of these commissions, fees, or costs. For more information about our brokerage practice please see Item 12.A.

Clients are furnished with specific Fund restrictions upon request. WealthDrive provides no guarantee of exchange execution on the signal receipt date. While WealthDrive attempts to move all Clients within 24 hours of a signal, a delay of up to five (5) business days could occur because of factors beyond the control of WealthDrive. Such a delay could significantly affect performance. WealthDrive assumes no responsibility for losses resulting from such delays.

Clients should review broker/dealer and Custodian paperwork to determine final fee schedules that are separate and in addition to fees charged by WealthDrive's Advisory Fee.

### **C. Outside Compensation for the Sale of Securities to Clients**

Certain representatives of WealthDrive in their outside business activities (see Item 10 below) are licensed to accept compensation for the sale of insurance products. This presents a conflict of interest and gives the supervised person an incentive to recommend products based on the compensation received rather than on the client's needs. When recommending the sale of insurance based products, securities or investment products for which the supervised persons receives compensation, WealthDrive will disclose verbally or electronically the conflict of interest to the Client. Clients always have the right to decide whether to purchase recommended products and, if purchasing, have the right to purchase those products through other brokers or agents that are not affiliated with any person(s) associated with WealthDrive or affiliates.

Commissions are not WealthDrive's primary source of compensation for advisory services and advisory fees that are charged to clients are not reduced to offset the commissions or markups on insurance based products, securities, or investment products recommended to clients.

#### Item 6: Performance-Based Fees and Side-By-Side Management

WealthDrive does not charge performance based fees or provide side by side management.

#### Item 7: Types of Clients

WealthDrive generally provides investment advice to the following Types of Clients:

- ❖ Individuals
- ❖ High-Net-Worth Individuals
- ❖ Corporations and/or
- ❖ Other Entities

There is no account minimum.

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

##### A. Methods of Analysis and Investment Strategies

For our software-based financial advice, we use a combination of tactical asset allocation and strategic asset allocation.

Tactical asset allocation is an active management portfolio strategy that rebalances the percentage of assets held in various categories in order to take advantage of market pricing anomalies or strong market sectors. This strategy is designed to allow portfolio managers to create extra value by taking advantage of certain situations in the marketplace. Its is a moderately active strategy because portfolio managers return to the portfolio's original strategic asset mix when desired short-term profits are achieved. The risk associated with tactical asset allocation is that each class has different levels of risk and return, so each will behave differently over time. There is no guarantee that moving additional assets into an asset class will grow a portfolio.

Strategic asset allocation is a portfolio strategy that involves setting target allocations for various asset classes and rebalancing periodically. The portfolio is rebalanced to the original allocations when they deviate

significantly from the initial settings due to differing returns from the various assets. The target allocations depend on several factors, such as the investor's risk tolerance, time horizon, and investment objectives, and may change over time as these parameters change. Strategic asset allocation is compatible with a buy-and-hold strategy as opposed to tactical asset allocation, which is more suited to an active trading approach.

## B. Investment Risks

All investment programs have certain risks that are borne by the client and **investing in securities involves risk of loss that clients should be prepared to bear**. WealthDrive's goal is to reduce the risk of loss, but not at the expense of portfolio growth. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. To manage risk, Adviser may rebalance model portfolios on an as-needed basis to bring the asset allocations back to their intended balances. Clients should feel free to ask questions about risks that they do not understand; WealthDrive would be pleased to discuss such concerns.

## C. Recommended Securities

WealthDrive uses several types of securities in client portfolios including, but not limited to, mutual funds, inverse and leverage funds (single and doubled leveraged), exchange traded funds (ETFs), and stocks. Some of the risk associated with these securities include:

- )] **Credit risk:** This is the risk that an issuer of a bond could suffer an adverse change in financial condition that results in a payment default, security downgrade, or inability to meet a financial obligation.
- )] **Inflation risk:** This is the risk that inflation will undermine the performance of an investment or the future purchasing power of a client's assets.
- )] **Interest rate risk:** The risk that bond prices overall will decline because of rising interest rates.
- )] **International investing risk:** Investing in the securities of non-U.S. companies involves special risks not typically associated with investing in U.S. companies. Foreign securities tend to be more volatile and less liquid than investments in U.S. securities, and may lose value because of adverse political, social or economic developments overseas, or changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, foreign investments are subject to settlement practices and regulatory and financial reporting standards that differ from those of the U.S.
- )] **Inverse fund risk:** An inverse fund (ETF or mutual fund) attempts to mimic the inverse, or opposite, of its stated benchmark. For example, an inverse S&P 500 fund would attempt to deliver the opposite

of the S&P 500's daily performance, net of fees. These funds, also called "short ETFs or Bear ETFs", are often an attempt to profit from a downturn in a given market, sector, or index, or to hedge against a potential loss in their portfolio. Although inverse funds do not explicitly use leverage to magnify the intended return, they can suffer from the same compounding effects as the leveraged long and leveraged short funds.

- ) **Leveraged fund risk:** A leveraged fund (ETF or mutual fund) seeks to generate a return that is a multiple (usually 2X or 3X or -2X or -3X) of its benchmark index's performance over a specific, pre-set time period indicated in the fund's prospectus. That time period is also referred to as the "rebalancing period", and it is generally only one day, although it could be for a longer time period. As a result, the returns for these types of funds can differ significantly from that of their benchmark index, over periods lasting longer than the rebalancing period because of the compounding of returns. Generally, the longer the security is held, the more likely the returns of the leveraged product will differ from the long-term return of the index. Although potential returns are increased by leveraging, so are the potential losses, so these securities carry significant risk. As a result, leveraged and inverse funds are intended only for sophisticated investors with an aggressive tolerance for risk.
- ) **Liquidity risk:** Liquidity risk exists when a security would be difficult to purchase or sell, possibly preventing the security from selling at an advantageous time or price. In a mutual fund or exchange traded fund, the fund could be required to dispose of other investments at unfavorable times or prices in order to satisfy its obligations.
- ) **Manager risk:** The chance that the proportions allocated to the various securities will cause the client's account to underperform relevant to benchmarks or other accounts with a similar investment objective.
- ) **Stock market risk:** The chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising stock prices and periods of falling stock prices.

**Investing in securities involves a risk of loss that the client should be prepared to bear.**

## Item 9: Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events within the past 10-years that could be material to a client's evaluation of the adviser or the integrity of its management. WealthDrive does not have any information applicable to this Item because we have never been the subject of any administrative, civil, criminal, regulatory (SEC or State), or self-regulatory proceedings.

## Item 10: Other Financial Industry Activities and Affiliations

### A. Registration as a Broker/Dealer or Broker/Dealer Representative

Neither WealthDrive nor its representatives are registered as or have pending applications to become a Broker/Dealer or Broker/Dealer Representative.

### B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither WealthDrive nor its representatives are registered as or have pending applications to become a Futures Commission Merchant, Commodity Pool Operator or a Commodity Trading Advisor.

### C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

WealthDrive uses its affiliate, WealthDrive Insurance Agency, to provide insurance based products and solutions. WealthDrive Insurance Agency Inc. is a licensed insurance agency. Clients should be aware that these products and solutions pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. WealthDrive always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of WealthDrive in their outside capacities.

WealthDrive uses its affiliate, WealthDrive Technology, to provide financial technology to both clients and advisers. Clients should be aware that this technology may require a fee to use and involve a possible conflict of interest, as a monthly fee may conflict with the fiduciary duties of a registered investment adviser. WealthDrive always acts in the best interest of the client; including the sale of technology to advisory clients. Clients are in no way required to purchase technology through any representative of WealthDrive in their outside capacities.

### D. Selection of Other Advisors or Managers and How This Adviser is Compensated for Those Selections

WealthDrive does not direct clients and/or client funds to third party money managers.

## Item 11: Code of Ethics, Participation in Transactions, Personal Trading

### A. Code of Ethics

WealthDrive has a written Code of Ethics that establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty, and trust. Adviser will provide a copy of our Code of Ethics to any client or prospective client upon request.

The Code of Ethics covers all supervised persons and it describes our high standard of business conduct and fiduciary duty to our clients. The Code of Ethics includes, among other things, provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition on rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures. All supervised persons must acknowledge the terms of the Code of Ethics annually or as amended.

### B. Recommendations Involving Material Financial Interests

WealthDrive does not recommend that clients buy or sell any security in which a related person to WealthDrive has a financial interest unless oversight is provided by the Chief Compliance Officer. WealthDrive does not have any material interest in any securities.

### C. Investing In or Recommending the Same Securities

From time to time, representatives of WealthDrive may buy or sell for their own account the same securities at or about the same time that he recommends those securities to clients or purchases them for client accounts. A conflict of interest may exist because they can trade ahead of client trades. Adviser mitigates any conflict of interest in two ways. First, our Code of Ethics requires representatives to report personal securities transactions on at least a quarterly basis and provide us with a detailed summary of certain holdings (both initially upon commencement of employment and quarterly thereafter) in which those representatives have a direct or indirect beneficial interest. The reports are reviewed to ensure that we do not trade ahead of client accounts. Second, we require client transactions be placed ahead of our representatives' personal trades, or our representatives can place personal trades as part of a block trade (Please see Item 12.B for details on our block trading practices). The records of all representatives' personal and client trading activities are reviewed and made available to regulators to review on the premises.



## Item 12: Brokerage Practices

### A. Factors Used to Select Custodians and/or Broker/Dealers

When an investment advisory account is opened through our website, you establish a brokerage relationship with Interactive Brokers, an unaffiliated broker-dealer. Interactive Brokers will provide you with custody, brokerage, and clearing services. As an SEC-registered broker-dealer and member of FINRA/SIPC, Interactive Brokers is a qualified custodian to hold your assets and execute transactions upon our instructions.

WealthDrive seeks to use a broker who will hold your assets and execute transactions on terms that, overall, are most beneficial when compared to other available service providers. Adviser considers several factors when choosing a broker, including but not limited to, available investment products (exchange-traded funds, mutual funds, stocks, bonds, etc.), quality of execution services, competitiveness of prices, financial strength, and customer services.

#### 1. Research and Other Soft-Dollar Benefits

Custodians may make available to WealthDrive other products and services that benefit WealthDrive but may not directly benefit the client or the account that is called “Soft Dollars”. These products and services may assist WealthDrive in managing and administering our clients’ accounts. These include:

- Investment research
- Access to client account data (such as duplicate trade confirmations and account statements)
- Facilitated trade execution and allocate aggregated trade orders for multiple client accounts
- Pricing and other market information
- Facilitated payment of our fees from our clients’ accounts
- Assistance with back office functions, recordkeeping, and client reporting
- Educational conferences and events
- Consulting on technology, compliance, legal and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefit providers, human capital consultants and insurance providers

Custodians provide some of these services themselves. In other cases, they arrange for third party vendors to provide the services to WealthDrive. Fees may be discounted or waived on these services or payment may be made by Custodian(s). There may be other benefits such as occasional business entertainment of WealthDrive personnel.

## 2. Brokerage for Client Referrals

WealthDrive receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

## 3. Clients Directing Which Broker/Dealer/Custodian to Execute Transactions

WealthDrive does not allow directed brokerage.

### B. Aggregating (Block) Trading for Multiple Client Accounts

WealthDrive may aggregate transactions, also known as a block trade, in equity and fixed income securities for multiple clients to improve the quality of execution. When transactions are aggregated, the actual prices applicable to the aggregated transactions will be averaged, and each client account will be deemed to have purchased or sold its proportionate share of the securities involved at the average price obtained.

WealthDrive may also determine not to aggregate transactions based on the size of the trades, the number of client accounts, the timing of the trades, the liquidity of the securities, or the discretionary or non-discretionary nature of the trades. If we do not aggregate orders, some clients purchasing securities around the same time may receive a less favorable price than other clients. This means that this practice of not aggregating may cost clients more money.

## Item 13: Reviews of Accounts

### A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts are reviewed at least quarterly by the Chief Compliance Officer, who is responsible for reviewing clients' accounts with regards to their investment policies and risk tolerance levels. All accounts at WealthDrive are assigned to this reviewer.

### B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

### C. Content and Frequency of Regular Reports Provided to Clients

Each client will receive from the custodian a monthly and/or quarterly written report, detailing the client's account performance.

## Item 14: Client Referrals and Other Compensation

### A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

WealthDrive does not receive any economic benefit, directly or indirectly from any third party for advice rendered to WealthDrive clients.

### B. Compensation to Non –Advisory Personnel for Client Referrals

WealthDrive compensates solicitors for referring clients to WealthDrive. Solicitors are compensated via a fee split of the fees paid to WealthDrive in item 5. The solicitor's portion of that fee is described below:

AUM	Solicitor's Portion
\$1 - Above	0 – 1.00%

## Item 15: Custody

WealthDrive does not take physical custody of client assets; custody of client's accounts is held primarily at the Custodians. However, when it deducts fees directly from client accounts at a selected custodian, WealthDrive will be deemed to have limited custody for those accounts. Clients will receive account statements from the custodian and should carefully review those statements. WealthDrive sends its clients regular notifications, indicating notification of disbursements from their accounts as a result of direct withdrawal of client fees from client accounts. In addition to WealthDrive's notifications, clients will receive

account statements from the custodian. Clients are urged to review the account statements they receive from qualified custodian.

#### Item 16: Investment Discretion

For those client accounts where WealthDrive provides ongoing investment advice with ongoing supervision, WealthDrive offers discretionary investment management authority.

Discretionary Investment Management – Client authorizes WealthDrive, through this limited power of attorney, to investigate, purchase and sell on behalf of Client, various securities and investments. WealthDrive is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase. Client is responsible to update WealthDrive in a timely manner if there are any changes to investment objectives, suitability or financial status. Client(s) at any time may revoke this limited power of attorney. Any additional limitations to the limited power of attorney will be stated in the Advisory Client Agreement. Before this Discretionary Investment Management is accepted by WealthDrive the Client(s) must sign, either digitally or physically, the Advisory Client Agreement indicating this type of investment management authority.

WealthDrive's management style, portfolios, and objectives are disclosed to clients before an advisory relationship has commenced.

#### Item 17: Voting Client Securities (Proxy Voting)

WealthDrive will not ask for, nor accept, voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

#### Item 18: Financial Information

WealthDrive does not require or solicit prepayment of more than \$1200 in fees per client, six months or more in advance. Therefore, we are not required to provide a balance sheet. Additionally, WealthDrive is required in this Item to provide clients with certain financial information or disclosures about our financial condition if Adviser has a financial commitment that impairs our ability to service our clients. WealthDrive does not have a financial commitment that impairs our ability to service our clients. WealthDrive has not been the subject of a bankruptcy proceeding.