

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

**Cover Page**

**LIFETIME WEALTH MANAGEMENT P.C.**

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This brochure provides information about the qualifications and business practices of LIFETIME WEALTH MANAGEMENT P.C. If you have any questions about the contents of this brochure, please contact us at: 972-771-0650, or by email at: [jason.potts@lifetimewm.com](mailto:jason.potts@lifetimewm.com). 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.

Additional information about LIFETIME WEALTH MANAGEMENT P.C. is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

February 14, 2019

# Material Changes

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## **Annual Update**

The Material Changes section of this brochure will be updated annually when material changes occur since the previous release of the Firm Brochure.

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## **Material Changes since the Last Update**

Updated Advisory Business, Fees and Compensation and Performance-Based Fees and Side-By-Side Management

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## **Full Brochure Available**

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: 972-771-0650 or by email at: [jason.potts@lifetimewm.com](mailto:jason.potts@lifetimewm.com). You may also visit our website where our latest version is posted at [www.lifetimewm.com](http://www.lifetimewm.com)

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# Advisory Business

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## Firm Description

LIFETIME WEALTH MANAGEMENT P.C., was founded in 2007.

LIFETIME WEALTH MANAGEMENT P.C. provides personalized confidential financial planning and investment management to individuals, partnerships, estates, and small businesses. Advice is provided through consultation with the Client and may include: determination of financial objectives, identification of financial problems, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, estate planning and general consulting.

LIFETIME WEALTH MANAGEMENT P.C. is a financial planning and investment management firm charging a percentage fee of assets under management as well as fixed and hourly fees. Investment advice is an integral part of financial management/planning. In addition, LIFETIME WEALTH MANAGEMENT P.C. advises Clients regarding:

- Investment Management - Discretionary
- Investment Management - Non Discretionary
- Investment Consulting
- Financial Planning & Development
- Estate Planning
- Retirement Planning
- Charitable Giving Planning
- Cash Flow Planning
- Education Planning
- Life Planning
- Legacy Planning
- Major Purchase Consulting
- Employee Benefits Consulting
- Executive Benefits Consulting
- Business Succession/Planning
- Private Investment Review
- Divorce Consulting - CDFA

Investment advice/management is provided, either with Client authorized, discretionary or non-discretionary authority.

*Discretionary Authority: The Client authorizes Investment Advisor to investigate, purchase, and sell on behalf of Client, various securities and investments. Investment Advisor is authorized to execute purchases and sale of securities on Client's behalf without consulting Client regarding each sale or purchase.*

*Non-Discretionary Authority: Investment Advisor is authorized to execute purchases and sales of securities only after consulting with Client regarding each transaction. The firm does not offer non-discretionary management for new clients.*

LIFETIME WEALTH MANAGEMENT P.C. does not act as a Custodian of Client assets. The Client always maintains asset control. LIFETIME WEALTH MANAGEMENT P.C. places trades for Clients under a limited power of attorney.

LIFETIME WEALTH MANAGEMENT P.C. may recommend a mix of mutual funds, index funds, exchange traded funds, stocks, bonds, options, warrants, fixed income, debt securities, real estate, hedge funds, REITs, private placements, and government securities. We may use other securities as well to help diversify a portfolio when applicable.

A written evaluation of each Client's initial situation is provided to the client, often in the form of an Investment Policy Statement as part of the Investment Advisory Contract. Annual reviews are also communicated in a variety of ways to provide reminders of the specific courses of action that need to be taken. More frequent reviews occur but are not necessarily communicated to the Client unless immediate changes are recommended.

Other professionals (e.g., lawyers, accountants, insurance agents, etc.) are engaged directly by the Client on an as-needed basis. Conflicts of interest will be disclosed to the Client in the event they should occur.

The initial meeting, which may be made by telephone, is free of charge and is considered an exploratory interview to determine the extent to which financial planning and investment management may be beneficial to the Client.

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### **Principal Owners**

Jason A. Potts is a 100% stockholder.

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### **Types of Advisory Services**

LIFETIME WEALTH MANAGEMENT P.C. provides investment supervisory services, also known as asset management services; manages investment advisory accounts not involving investment supervisory services; furnishes investment advice through consultations and as mentioned before may advise Clients in the following areas:

- Investment Management - Discretionary
- Investment Management - Non Discretionary
- Investment Consulting
- Financial Planning & Development
- Estate Planning
- Retirement Planning
- Charitable Giving Planning

Cash Flow Planning  
Education Planning  
Life Planning  
Legacy Planning  
Major Purchase Consulting  
Employee Benefits Consulting  
Executive Benefits Consulting  
Business Succession/Planning  
Private Investment Review

LIFETIME WEALTH MANAGEMENT P.C. furnishes advice to Clients on matters not involving securities.

We do not participate in any wrap fee programs.

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**Tailored Relationships**

The goals and objectives for each Client are documented in our Client relationship file. Investment policy statements are created that reflect the stated goals and objective. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without Client consent.

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**Types of Agreements**

The following agreements define the typical Client relationships.

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**Financial Planning Agreement**

A financial plan is designed to help the Client with all aspects of financial planning without ongoing investment management after the financial plan is completed.

The financial plan may include, but is not limited to: a net worth statement; a cash flow statement; a review of investment accounts, including reviewing asset allocation and providing repositioning recommendations; strategic tax planning; a review of retirement accounts and plans including recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; and education planning with funding recommendations.

Detailed investment advice and specific recommendations are provided as part of a financial plan. Implementation of the recommendations is at the discretion of the Client.

The fee for a financial plan is predicated upon the facts known at the start of the engagement. The minimum fee is \$3,000.00 and is *not negotiable*. Since financial planning is a discovery process, situations occur wherein the Client is unaware of certain financial exposures or predicaments.



In the event that the Client's situation is substantially different than disclosed at the initial meeting, a revised fee will be provided for mutual agreement. The Client must approve the change of scope in advance of the additional work being performed when a fee increase is necessary.

After delivery of a financial plan, future face-to-face meetings may be scheduled as necessary for up to one month. Follow-up implementation work is billed separately at the rate of \$300.00 per hour.

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**Advisory Service Agreement (Investment Advisory Contract)**

Clients engage LIFETIME WEALTH MANAGEMENT P.C. to manage their assets in order to obtain ongoing in-depth financial advice and life planning. All aspects of the Client's financial affairs are reviewed, including those of their children when provided by the client. Realistic and measurable goals are set and objectives to reach those goals are defined. As goals and objectives change over time, suggestions are made and implemented on an ongoing basis.

The scope of work and fee for an Advisory Service Agreement is provided to the Client in writing prior to the start of the relationship. An Advisory Service Agreement includes: cash flow management; insurance review; investment management (including performance reporting); retirement planning; and basic estate planning. Assistance with implementation of certain areas may be offered at the Firm's hourly rate.

The annual Advisory Service Agreement fee is based on a percentage of the investable assets according to the following schedule:

1.25%	\$500,000 - \$1,000,000;
1.00%	\$1,000,001 - \$2,500,000;
0.80%	\$2,500,001 - \$5,000,000 and
0.65%	Above \$5,000,001

Clients with assets below the minimum account size may pay a higher percentage rate on their annual fees than the fees paid by Clients with greater assets under management.

Some Client contracts may reflect a higher/lower management fee that was agreed upon prior to the existing fee schedule and prior to the account minimums being set at \$500,000 and/or a minimum net worth of 2 million.

Although the Advisory Service Agreement is an ongoing agreement and constant adjustments are required, the length of service to the Client is at the Client's discretion. The Client or the investment manager may terminate an Agreement by written notice to the other party. At termination, fees will be billed or refunded on a pro rata basis for the portion of the calendar quarter completed per the Investment Advisory Contract. The portfolio value at the completion of the prior full billing quarter is used as the basis for the fee

computation, adjusted for the number of days during the billing quarter prior to termination.

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**Hourly Planning Engagements**

LIFETIME WEALTH MANAGEMENT P.C. provides hourly planning services for Clients who need advice on a limited scope of work. The hourly rate for this engagement is \$300.00 per hour.

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**Asset Management**

Assets are invested primarily in no-load mutual funds and exchange-traded funds, usually through a Custodian (i.e. Charles Schwab). Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Custodians may charge a transaction fee for the purchase of some funds.

The brokerage/Custodian Firm charges a fee (sales charge) for stock and bond trades. LIFETIME WEALTH MANAGEMENT P.C. does not receive any compensation, in any form, from fund companies or custodians.

Investments may also include: equities (stocks), warrants, corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company securities (mutual funds shares and exchange traded funds), U. S. government securities, interests in partnerships, third party money managers, REITS, no-load annuities and some alternative investments, real-estate and in some cases private investments.

Initial public offerings (IPOs) are currently not available through LIFETIME WEALTH MANAGEMENT P.C.

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**Divorce Consulting – Non Investment Management**

One of the firm's services provided is Divorce Consulting via the firm's CDFA, Certified Divorce Financial Analyst. This service carries a fee of \$250/hr and focuses on the division of assets and the effects of that division prior to the final divorce agreement. This service can be utilized by either the client's divorce attorney or by the client themselves. This service does not utilize the firm's Financial Planning Agreement or the firm's Advisory Service Agreement. This service utilizes a separate engagement letter signed either by the client's attorney or the client themselves.

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**Third Party Money Manager**

The firm may utilize a third party money manager to manage a portion of a client's portfolio. In doing so Lifetime Wealth Management P.C. may act as a sub-advisor. Additional fees will be incurred by the client when a third party money manager is used. All third party money managers we refer our clients to will be properly registered with the appropriate regulator(s). The third party money manager is granted authority by the client to manage and invest the client's assets.

Those who are referred to third party money managers will receive full disclosure, including services rendered and fee schedules at the time of the referral by delivery of a copy of the relevant third party manager's ADV Part 2A Brochure and privacy policy, prior to placing the assets with the third party manager.

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**Termination of Agreement**

A Client may terminate any of the aforementioned agreements at any time by notifying LIFETIME WEALTH MANAGEMENT P.C. in writing and paying the rate for the time spent on the investment advisory engagement prior to notification of termination. If the Client made an advance payment, LIFETIME WEALTH MANAGEMENT P.C. will refund any unearned portion of the advance payment.

LIFETIME WEALTH MANAGEMENT P.C. may terminate any of the aforementioned agreements at any time by notifying the Client in writing. If the Client made an advance payment, LIFETIME WEALTH MANAGEMENT P.C. will refund any unearned portion of the advance payment.

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**Assets Under Management**

**As of 1/24/2019, LIFETIME WEALTH MANAGEMENT P.C. manages approximately \$96,497,445 in assets for approximately 70 Clients. Approximately \$92,110,873 is managed on a discretionary basis, and \$4,386,582 is managed on a non-discretionary basis.**

## **Fees and Compensation**

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**Description**

LIFETIME WEALTH MANAGEMENT P.C. bases its fees on a percentage of assets under management, hourly charges, and fixed fees.

Financial plans are priced according to the degree of complexity associated with the Client's situation.

Fees are Negotiable for asset management but are non-negotiable for financial plans or hourly charges.

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**Fee Billing**

Investment management fees are billed quarterly, in advance, meaning that we invoice you before the three-month billing period has begun. Payment in full is expected upon invoice presentation. Fees are usually deducted from a designated Client account to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Fees for financial plans are traditionally billed 50% in advance, with the balance due upon delivery of the financial plan. In certain situations, where unique complexities exist, a progress billing method is used.

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**Other Fees**

Custodians may charge transaction fees on purchases or sales of certain mutual funds and exchange-traded funds. These transaction charges are usually small and incidental to the purchase or sale of a security. The selection of the security is more important than the nominal fee that the Custodian charges to buy or sell the security.

LIFETIME WEALTH MANAGEMENT P.C., in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.).

In order to better advise/consult clients, Investment Advisors of Lifetime Wealth Management, P.C. may also be licensed insurance agents, holding life and/or Property and Casualty licenses. Jason A. Potts, 100% Stockholder of Lifetime Wealth Management, P.C. is also a 100% Stockholder of Lifetime Insurance Services, Inc. As a result of this, If you elect to buy insurance products, then Investment Advisors of Lifetime Wealth Management, P.C., who are also licensed insurance agents of Lifetime Insurance Services, Inc. could receive a commission from the insurance sales, which includes life, accident, disability, fixed annuities and property and casualty. This presents a conflict of interest because they could receive a commission for these services, which is separate and outside of services provided to you by Lifetime Wealth Management, P.C. While the receipt of additional compensation creates a potential conflict of interest, our clients are under no obligation to purchase insurance products through agents of Lifetime Insurance Services, Inc. Lifetime Insurance Services, Inc. also employs insurance agents that are not employed by Lifetime Wealth Management, P.C. Lifetime Wealth Management believes that our recommendations are in the best interest of our clients and are consistent with our client's needs.

Jason A. Potts is also 100% Shareholder of Lifetime Tax Advisors, Inc., a tax advising firm providing compliance, tax and consulting services and tax preparation to clients which is separate from portfolio management, financial planning, consulting and other services provided to you by Lifetime Wealth Management, P.C. Therefore, clients of Lifetime Wealth Management, P.C. may also be clients of Lifetime Tax Advisors, Inc.

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**Expense Ratios**

Mutual funds and exchange traded funds generally charge a management fee for their services as investment managers. The management fee is called an

expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees are in addition to the fees paid by you to LIFETIME WEALTH MANAGEMENT P.C.

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

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**Past Due Accounts and Termination of Agreement**

LIFETIME WEALTH MANAGEMENT P.C. reserves the right to stop work on any account that is more than 30 days overdue. In addition, LIFETIME WEALTH MANAGEMENT P.C. reserves the right to terminate any financial planning engagement where a Client has willfully concealed or has refused to provide pertinent information about their financial situations when necessary to provide proper financial advice. Any unused portion of fees collected in advance will be refunded within 30 days.

## **Performance-Based Fees and Side-By-Side Management**

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**Performance-Based Fees**

Lifetime Wealth Management does not currently charge performance-based fees (e.g., fees based on a share of capital gains or capital appreciated of the assets in a client's account).

## **Types of Clients**

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**Description**

LIFETIME WEALTH MANAGEMENT P.C. generally provides investment advice to individuals, estates, charitable organizations, corporations and/or business entities.

Client relationships vary in scope and length of service.

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**Account Minimums**

The minimum account size is \$500,000 of assets under management and/or a minimum net worth of 2 million.

LIFETIME WEALTH MANAGEMENT P.C. has the discretion to waive the account minimums. Other exceptions will apply to employees of LIFETIME WEALTH MANAGEMENT P.C. and their relatives, or relatives of existing Clients or Client relationships that existed prior to the account minimum rate being set to \$500,000 and/or a minimum net worth of 2 million.

Clients with assets below the minimum account size may pay a higher percentage rate on their annual fees than the fees paid by Clients with greater assets under management.

Some Client contracts may reflect a higher/lower management fee that was agreed upon prior to the existing fee schedule and prior to the account minimums being set at \$500,000 and/or a minimum net worth of 2 million.

## **Methods of Analysis, Investment Strategies and Risk of Loss**

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### **Methods of Analysis**

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

The main sources of information include trade publications and magazines, inspections of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses, filings with the Securities and Exchange Commission, and company press releases.

Other sources of information that LIFETIME WEALTH MANAGEMENT P.C. may use include Zacks, Morningstar, and Bloomberg reports, Charles Schwab & Company's "SchwabLink" service, Advisor Intelligence, and the World Wide Web.

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### **Investment Strategies**

The primary investment strategy used on Client accounts is strategic risk assessment utilizing a core and satellite approach. This means that we use passively-managed index and exchange-traded funds along with actively-managed funds and/or managers where we feel that there are additional opportunities. Several portfolios are globally diversified to control the risk associated with traditional markets. Some portfolios will contain individual stocks.

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Each Client executes an Investment Policy Statement that documents their objectives and their desired investment strategy and risk tolerances.

Other strategies may include long-term purchases and short-term purchases.

The firm may utilize a third party money manager to manage a portion of a client's portfolio. In doing so Lifetime Wealth Management P.C. may act as a sub-advisor. Additional fees will be incurred by the client when a third party money manager is used.

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### **Risk of Loss**

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

- **Interest-rate Risk:** Changes in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not. Private investments may have no liquidity from time to time.
- **Financial Risk:** Excessive borrowing to finance a business' operations can decrease a company's ability to make a profit. This is because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

**Clients should acknowledge these risks and understand how these risks can negatively impact the value of their investments. Marketable investments have no guarantees and have the potential to lose principal.**

## Disciplinary Information

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### Legal and Disciplinary

The Firm and its employees have not been involved in legal or disciplinary events related to past or present investment Clients.

## Other Financial Industry Activities and Affiliations

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### Affiliations

LIFETIME WEALTH MANAGEMENT P.C. has arrangements that are material to its advisory or its Clients with a related person who owns a tax firm and/or an insurance company or agency.

Lifetime Tax Advisors, Inc. – Jason A. Potts is 100% Shareholder

Lifetime Insurance Services, Inc. – Jason A. Potts is 100% Shareholder

Jason Potts, the CCO and sole shareholder of Lifetime Wealth Management, P.C., is the sole managing member of RBPB, LLC. RBPB, LLC, member, has a 10% membership interest in PINDIL Investment Partners, LLC. Jason Potts in his capacity as a managing member of RBPB, LLC may provide consulting, general advice, due diligence, and other services to PINDIL Investment Partners, LLC, but under no circumstances will these services be made in a capacity as a Registered Investment Advisor or any other regulated capacity and is independent from Potts' involvement with Lifetime Wealth Management, P.C. Jason Potts' ownership through RBPB, LLC in PINDIL is in lieu of payment for advice. Clients of Lifetime Wealth Management may also have ownership in PINDIL.

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

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### Code of Ethics

The employees of LIFETIME WEALTH MANAGEMENT P.C. have committed to a Code of Ethics that is available for review by Clients and prospective Clients upon request. The Firm will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

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### Participation or Interest in Client Transactions

LIFETIME WEALTH MANAGEMENT P.C. and its employees may buy or sell securities that are also held by Clients. Employees may not trade their own securities ahead of Client trades. Employees comply with the provisions of the LIFETIME WEALTH MANAGEMENT P.C. Compliance Manual.



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**Personal Trading**

The Chief Compliance Officer of LIFETIME WEALTH MANAGEMENT P.C. is Jason A Potts. He reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that Clients of the Firm receive preferential treatment. Since most employee trades are small mutual fund trades or exchange-traded fund trades, the trades do not affect the securities markets.

## Brokerage Practices

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**Selecting Brokerage Firms/Custodians**

LIFETIME WEALTH MANAGEMENT P.C. does not affiliate with product sales firms. Specific Custodian recommendations are made to Clients based on their need for such services. LIFETIME WEALTH MANAGEMENT P.C. recommends Custodians based on the proven integrity and financial responsibility of the Firm and the best execution of orders at reasonable commission rates.

LIFETIME WEALTH MANAGEMENT P.C. recommends discount brokerage Firms and trust companies (qualified Custodians), such as Charles Schwab Institutional. LIFETIME WEALTH MANAGEMENT P.C. is an advisor with Charles Schwab Institutional.

LIFETIME WEALTH MANAGEMENT P.C. does not receive fees or commissions from any of these arrangements.

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**Best Execution**

LIFETIME WEALTH MANAGEMENT P.C. reviews the execution of trades at each Custodian as trades occur for accuracy and timely execution in relation to time placed. Trading fees charged by the Custodians are also reviewed on a quarterly basis. LIFETIME WEALTH MANAGEMENT P.C. does not receive any portion of the trading fees.

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**Soft Dollars**

LIFETIME WEALTH MANAGEMENT P.C. receives from Charles Schwab Institutional access to product research, services, technology and other educational information to help us operate efficiently, grow our business and deliver exceptional service to you. Schwab may provide some or all of these services. You are not charged for these services and the information received may be used to benefit all clients of our Firm.

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**Order Aggregation**

Most trades are executed whereby trade aggregation does not garner any Client benefit, however, on rare occasions, when a block trade is necessary LIFETIME WEALTH MANAGEMENT P.C. uses a time weighted algorithmic model to place trades which allows common pricing to affected Clients.

# Review of Accounts

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## Periodic Reviews

Account reviews are performed quarterly by the firm's Investment Advisors. Account reviews are performed more or less frequently when market conditions dictate.

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## Review Triggers

Other conditions that may trigger a review are changes in the tax laws, new investment information, atypical market or economic conditions, and changes in a Client's own situation.

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## Regular Reports

Account reviewers are the firm's Investment Advisors. They are instructed to consider the Client's current security positions and the likelihood that the performance of each security will contribute to the investment objectives of the Client.

Clients receive paper quarterly Performance Reports and Billing Statements. Clients also receive annually: Privacy Policy Statement, ADV, Business Continuity Plan, Cyber Risk Policy, a list of Access Persons and the offer to update investment objectives and risk tolerances which is also offered quarterly.

# Client Referrals and Other Compensation

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## Incoming Referrals

LIFETIME WEALTH MANAGEMENT P.C. has been fortunate to receive many Client referrals over the years. The referrals came from current Clients, estate planning attorneys, accountants, employees, personal friends of employees and other similar sources. The Firm does not compensate referring parties for these referrals.

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## Referrals Out

LIFETIME WEALTH MANAGEMENT P.C. does not accept referral fees or any form of remuneration from other professionals when a prospect or Client is referred to them.

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## Other Compensation

*None.*

# Custody

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## Account Statements

All assets are held at qualified Custodians, which means the Custodians provide account statements directly to Clients at their address of record at least quarterly but most send account statements monthly.

Jason Potts, the CCO and sole shareholder of Lifetime Wealth Management, P.C., is the sole managing member of RBPD, LLC. RBPD, LLC, member, has a 10% membership interest in PINDIL Investment Partners, LLC. Neither Potts nor any entity in which he holds a management interest or role will have (a) actual charge or custody of any assets of PINDIL Investment Partners, LLC, (b) access to or signing rights on any bank account in the name of PINDIL Investment Partners, LLC, or (c) access to any funds or investments held by PINDIL Investment Partners, LLC.

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## Performance Reports

**Clients are urged to compare the account statements received directly from their Custodians to the performance report statements provided by LIFETIME WEALTH MANAGEMENT P.C.**

# Investment Discretion

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## Discretionary Authority for Trading

LIFETIME WEALTH MANAGEMENT P.C. accepts discretionary authority to manage securities accounts on behalf of Clients. LIFETIME WEALTH MANAGEMENT P.C. has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. However, LIFETIME WEALTH MANAGEMENT P.C. consults with the Client prior to each trade to obtain concurrence if discretionary authority has not been given by the Client.

The Client approves the Custodian to be used and the commission rates paid to the Custodian. LIFETIME WEALTH MANAGEMENT P.C. does not receive any portion of the transaction fees or commissions paid by the Client to the Custodian on certain trades.

Discretionary trading authority facilitates placing trades in Client accounts so that we may promptly implement the investment policy that the Client has approved in writing.

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## Limited Power of Attorney

A limited power of attorney is a trading authorization for this purpose. Clients sign a limited power of attorney so that we may execute the trades.

## Voting Client Securities

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### Proxy Votes

LIFETIME WEALTH MANAGEMENT P.C. does not vote proxies on securities. Clients are expected to vote their own proxies. Clients will receive proxies or other solicitations directly from the Custodian or transfer agent.

When assistance on voting proxies is requested, LIFETIME WEALTH MANAGEMENT P.C. will provide recommendations to the Client. If a conflict of interest exists, it will be disclosed to the Client.

## Financial Information

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### Financial Condition

LIFETIME WEALTH MANAGEMENT P.C. does not have any financial impairment that will preclude the Firm from meeting contractual commitments to Clients.

A Balance Sheet is not required to be provided because LIFETIME WEALTH MANAGEMENT P.C. does not serve as a Custodian for Client funds or securities, and does not require prepayment of fees of more than \$1,200 per Client, and six months or more in advance.

## Business Continuity Plan

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### General

LIFETIME WEALTH MANAGEMENT P.C. has a Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people. All employees are familiar with the plan.

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### Disasters

The Business Continuity Plan covers natural disasters such as snow storms, hurricanes, tornados, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived.

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### Alternate Offices

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all Clients within five days of a disaster that dictates moving our office to an alternate location.

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**Loss of Key Personnel**

LIFETIME WEALTH MANAGEMENT P.C. has a Business Continuation Agreement between Jason A Potts and Gregory Tudor to support LIFETIME WEALTH MANAGEMENT P.C. in the event of disability or death.

## **Information Security Program**

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**Information Security**

LIFETIME WEALTH MANAGEMENT P.C. maintains an information security program to reduce the risk that your personal and confidential information may be breached.

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**Privacy Notice**

LIFETIME WEALTH MANAGEMENT P.C. is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.

The categories of nonpublic information that we collect from you may include information about your personal finances, information about your health to the extent that it is needed for the financial planning process, information about transactions between you and third parties, and information from consumer reporting agencies, e.g., credit reports. We use this information to help you meet your personal financial goals.

With your permission, we disclose limited information to attorneys, accountants, and mortgage lenders with whom you have established a relationship. You may opt out from our sharing information with these nonaffiliated third parties by notifying us at any time by telephone, fax, email, or in person. With your permission, we share a limited amount of information about you with your brokerage Firm in order to execute securities transactions on your behalf.

We maintain a secure office to ensure that your information is not placed at unreasonable risk. We employ a firewall barrier, secure data encryption techniques and authentication procedures in our computer environment.

We do not provide your personal information to mailing list vendors or solicitors. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your personal records as permitted by law.

Personally identifiable information about you will be maintained while you are a Client, and for the required period thereafter that records are required to be maintained by federal and state securities laws. After that time, information may be destroyed.

We will notify you in advance if our privacy policy is expected to change. We are required by law to deliver this *Privacy Notice* to you annually, in writing.