

Item 1 – Cover Page

Paradigm Wealth, LLC
(also doing business as R² Wealth Management Partners)

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Date of Disclosure Brochure: October 2019

This disclosure brochure provides information about the qualifications and business practices of Paradigm Wealth, LLC “doing business as R² Wealth Management Partners and referred to as us, we R² Wealth Management Partners and Paradigm Wealth throughout this disclosure brochure”. If you have any questions about the contents of this disclosure brochure, please contact Andrew Pool at 402-489-9375 or andy@r2wealth.com. The information in this disclosure brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Paradigm Wealth is also available on the Internet at www.adviserinfo.sec.gov. You can view our firm’s information on this website by searching for Paradigm Wealth, LLC or our firm’s CRD number 282055.

*Registration as an investment adviser does not imply a certain level of skill or training.

**Although Paradigm Wealth is referred to as “we or us” throughout this brochure for your convenience, please understand that any engagement described under this brochure will be made with the legal entity of Paradigm Wealth, LLC.

Item 2 – Material Changes

Since our last annual amendment update on January 10, 2019, we have made the following material changes:

- We applied for registration as an investment adviser firm with the U.S. Securities and Exchange Commission, which was accepted March 27, 2019.
- We updated Item 10 – to disclose that we no longer are affiliated with a broker dealer.

We will ensure that you receive a summary of any material changes to this and subsequent disclosure brochures within 120 days after our firm's fiscal year ends. Our firm's fiscal year ends on December 31, so you will receive the summary of material changes no later than April 30 each year. At that time, we will also offer or provide a copy of the most current disclosure brochure. We may also provide other ongoing disclosure information about material changes as necessary.

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Item 4 – Advisory Business

Paradigm Wealth, an investment adviser registered with the U.S. Securities Exchange Commission and located in the State of Nebraska, is a limited liability company (LLC) formed under the laws of the State of Nebraska.

- Andrew Pool is the Chief Compliance Officer (CCO) and Managing Member of Paradigm Wealth and 50.00% owner of Paradigm Wealth. Full details of his education and business background are provided at *Item 19* of this Disclosure Brochure.
- Robert Rossi is a Managing Member, Investment Adviser Representative and 50% owner of Paradigm Wealth. As of August 2017, Robert is the Senior Compliance Officer. Full details of his education and business background are provided at *Item 19* of this Disclosure Brochure.
- Paradigm Wealth filed its initial application to become registered as an investment adviser in November 2015.
- Paradigm Wealth filed for registration as an investment adviser with the U.S. Securities and Exchange Commission, which was accepted on March 27, 2019.

Introduction

The investment advisory services of Paradigm Wealth are provided to you through an appropriately licensed and qualified individual who is an investment adviser representative of Paradigm Wealth (referred to as your investment adviser representative throughout this brochure).

Your investment adviser representative is limited to providing the services and charging investment advisory fees in accordance with the descriptions detailed in this brochure. In particular, each investment adviser representative of our firm is allowed to set the exact price of his or her advisory services offered through us (within certain constraints established by the firm). The exact services you receive and the fees you will be charged will be specified in your advisory services agreement.

Description of Advisory Services

The following are descriptions of the primary advisory services of Paradigm Wealth. Please understand that a written agreement, which details the exact terms of the service, must be signed by you and Paradigm Wealth before we can provide you the services described below.

Asset Management Services – Paradigm Wealth offers asset management services, which involves Paradigm Wealth providing you with continuous and ongoing supervision over your specified accounts.

You must appoint our firm as your investment adviser of record on specified accounts (collectively, the "Account"). The Account consists only of separate account(s) held by qualified custodian(s) under your name. The qualified custodians maintain physical custody of all funds and securities of the Account, and you retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

The Account is managed by us based on your financial situation, investment objectives and risk tolerance. We actively monitor the Account provide investment advice and/or make investment decisions (if investment discretion is authorized in the client agreement) regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

We will need to obtain certain information from you to determine your financial situation and investment objectives. You will be responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however, we will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives. We are always reasonably available to consult with you relative to the status of your Account. You have the ability to impose reasonable restrictions on the management of your accounts, including the ability to instruct us not to purchase certain securities.

It is important that you understand that we manage investments for other clients and may give them advice or take actions for them or for our personal accounts that is different from the advice we provide to you or actions taken for you. We are not obligated to buy, sell or recommend to you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts.

Conflicts may arise in the allocation of investment opportunities among accounts that we manage. We strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by our firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner. If we obtain material, non-public information about a security or its issuer that we may not lawfully use or disclose, we have absolutely no obligation to disclose the information to any client or use it for any client's benefit.

At our sole discretion, we may waive the fees for financial planning services for certain clients who are already receiving asset management services from us.

Variable Sub-Account Management Services

As part of our Asset Management Services, Paradigm Wealth manages your variable annuity or variable life contract by selecting, monitoring and exchanging as necessary between sub-accounts available from the insurance company issuing the variable annuity or variable life contract.

We assist you in completing a questionnaire which details your financial goals, risk tolerance and time horizon. You will have the opportunity to list on your investment advisory agreement with our firm any reasonable restrictions on the sub-accounts that may be utilized by Paradigm Wealth. You will be responsible for notifying us of any updates regarding your financial situation, risk tolerance or investment objective and whether you wish to impose or modify existing investment restrictions; however, we will contact you at least annually to discuss any changes or updates regarding your financial situation, risk tolerance or investment objectives.

Once you have provided us with the necessary information and made the appropriate authorizations, Paradigm Wealth utilizes trading authority to place the transactions as directed by you. Paradigm Wealth may utilize signal providers for guidance regarding investment strategies, asset allocations and timing of

exchanges. Paradigm Wealth will monitor your sub-accounts and exchange sub-accounts as necessary and in accordance with your investment objective and risk tolerance.

Financial Planning Services - Paradigm Wealth offers financial planning services, which involve preparing a written financial plan covering specific or multiple topics. We provide full written financial plans, which typically address the following topics:

Investment Planning – We will review risk tolerance and tax status with clients and identify an investment strategy that will work within the stated risk tolerance and tax status measures. This service usually takes one to two hours per month.

Retirement Planning – We will include planning for client's use of financial assets and social security to generate income with no or limited earned income. This service usually takes one to two hours per month.

Insurance Planning – We will work with clients to review various lines of insurance and verify they are adequately insured. This includes but is not limited to Life Insurance, Long Term Care Insurance, Liability Insurance and Property or Casualty Insurance. This service usually takes one hour per year.

Tax Planning - We will work with clients to minimize the effects of taxes based on various sources of income. When available we will advise clients on how to manage dividends and interest, withdrawals from qualified accounts/other tax deferred sources to meet these goals. This service usually takes one hour per year.

Education Planning - We will develop a strategy to assist clients in goals of helping to pay for higher education for dependants. This service usually takes one hour per year.

Portfolios Review – We will review investments outside of our firm to identify an investment strategy that will work within stated risk tolerance and tax status identified in the process of investment planning listed above. This service usually takes one to two hours per month.

Asset Allocation – We will review all assets the client owns to identify an allocation that fits within the framework of their risk tolerance. This service usually takes one to two hours per month.

Real Estate Planning – We will assist clients in review of cash flows to identifying Internal Rate of Return for an investment property. This service usually takes one hour per year.

When providing financial planning services, our role is to find ways to help you understand your overall financial situation and help you set financial objectives. We also provide modular written financial plans, which only cover those specific areas of concern mutually agreed upon by you and us. A modular written financial plan is limited or segmented and does not involve the creation of a full written financial plan. You should be aware that there are important issues that may not be taken into consideration when your investment adviser representative develops his or her analysis and recommendations under a modular written financial plan. Written financial plans prepared by us do not include specific recommendations of individual securities.

Our financial planning services do not involve implementing any transaction on your behalf or the active and ongoing monitoring or management of your investments or accounts. You have the sole responsibility for determining whether to implement our financial planning recommendations. To the extent that you would like to implement any of our investment recommendations through Paradigm

Wealth or retain Paradigm Wealth to actively monitor and manage your investments, you must execute a separate written agreement with Paradigm Wealth for our asset management services.

Retirement Plan Services - Paradigm Wealth offers retirement plan services to retirement plan sponsors and to individual participants in retirement plans. For a corporate sponsor of a retirement plan, our retirement plan services can include, but are not limited to, the following services:

Fiduciary Consulting Services

Paradigm Wealth provides the following Fiduciary Retirement Plan Consulting Services:

- Investment Policy Statement Preparation. Paradigm Wealth will help you develop an investment policy statement. The investment policy statement establishes the investment policies and objectives for the Plan. You will have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the investment policy statement.
- Non-Discretionary Investment Advice. Paradigm Wealth will provide you with general, non-discretionary investment advice regarding assets classes and investment options, consistent with your Plan's investment policy statement.
- Investment Selection Services. Paradigm Wealth will provide you with recommendations of investment options consistent with ERISA section 404(c).
- Investment Due Diligence Review. Paradigm Wealth will provide you with Annual due diligence reviews of the Plan's reports, investment options and recommendations.
- Investment Monitoring. Paradigm Wealth will assist in monitoring investment options by preparing Annual investment reports that document investment performance, consistency of fund management and conformation to the guidelines set forth in the investment policy statement and Paradigm Wealth will make recommendations to maintain or remove and replace investment options.
- Default Investment Alternative Advice. Paradigm Wealth will provide you with non-discretionary investment advice to assist you with the development of qualified default investment alternative(s) ("QDIA"), as defined in DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election. You will retain the sole responsibility to provide all notices to participants required under ERISA section 404(c)(5).
- Individualized Participant Advice. Upon request, Paradigm Wealth will provide one-on-one advice to Plan participants regarding their individual situations.

For Fiduciary Consulting Services, all recommendations of investment options and portfolios will be submitted to you for your ultimate approval or rejection. For retirement plan Fiduciary Consulting Services, the retirement plan sponsor client or the plan participant who elects to implement any recommendations made by us is solely responsible for implementing all transactions.

Fiduciary Consulting Services are not management services, and Paradigm Wealth does not serve as administrator or trustee of the plan. Paradigm Wealth does not act as custodian for any client account or have access to client funds or securities (with the exception of, some accounts, having written authorization from the client to deduct our fees).

Paradigm Wealth acknowledges that in performing the Fiduciary Consulting Services listed above that it is acting as a “fiduciary” as such term is defined under Section 3(21)(A)(ii) of Employee Retirement Income Security Act of 1974 (“ERISA”) for purposes of providing non-discretionary investment advice only. Paradigm Wealth will act in a manner consistent with the requirements of a fiduciary under ERISA if, based upon the facts and circumstances, such services cause Paradigm Wealth to be a fiduciary as a matter of law. However, in providing the Fiduciary Consulting Services, Paradigm Wealth (a) has no responsibility and will not (i) exercise any discretionary authority or discretionary control respecting management of Client’s retirement plan, (ii) exercise any authority or control respecting management or disposition of assets of Client’s retirement plan, or (iii) have any discretionary authority or discretionary responsibility in the administration of Client’s retirement plan or the interpretation of Client’s retirement plan documents, (b) is not an “investment manager” as defined in Section 3(38) of ERISA and does not have the power to manage, acquire or dispose of any plan assets, and (c) is not the “Administrator” of Client’s retirement plan as defined in ERISA.

Fiduciary Management Services

Paradigm Wealth provides clients with the following Fiduciary Retirement Plan Management Services:

- Discretionary Management Services. Paradigm Wealth will provide you with continuous and ongoing supervision over the designated retirement plan assets. Paradigm Wealth will actively monitor the designated retirement plan assets and provide advice regarding buying, selling, reinvesting or holding securities, cash or other investments of the Plan. We have discretionary authority to make all decisions to buy, sell or hold securities, cash or other investments for the designated retirement plan assets in our sole discretion without first consulting with you. We also have the power and authority to carry out these decisions by giving instructions, on your behalf, to brokers and dealers and the qualified custodian(s) of the Plan for our management of the designated retirement plan assets.
- Discretionary Investment Selection Services. Paradigm Wealth will monitor the investment options of the Plan and add or remove investment options for the Plan. Paradigm Wealth will have discretionary authority to make all decisions regarding the investment options that will be made available to Plan participants.
- Default Investment Alternative Management. Paradigm Wealth will develop and actively manage qualified default investment alternative(s) (“QDIA”), as defined in DOL Reg. Section 2550.404c-5(e)(4)(i), for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election.

If you elect to utilize any of Paradigm Wealth’ Fiduciary Management Services, then Paradigm Wealth will be acting as an Investment Manager to the Plan, as defined by ERISA section 3(38), with respect to our Fiduciary Management Services, and Paradigm Wealth hereby acknowledges that it is a fiduciary with respect to its Fiduciary Management Services.

Non-Fiduciary Services

Although an investment adviser is considered a fiduciary under the Investment Advisers Act of 1940 and required to meet the fiduciary duties as defined by the Advisers Act, the services listed here as non-fiduciary should not be considered fiduciary services for the purposes of ERISA since Advisor is not acting as a fiduciary to the Plan as the term “fiduciary” is defined in Section 3(21)(A)(ii) of ERISA. The exact suite of services provided to a client will be listed and detailed in the Qualified Retirement Plan Agreement.

Paradigm Wealth provides clients with the following Non-Fiduciary Retirement Plan Consulting Services:

- Participant Education. Paradigm Wealth will provide education services to Plan participants about general investment principles and the investment alternatives available under the Plan. Paradigm Wealth' assistance in participant investment education will be consistent with and within the scope of DOL Interpretive Bulletin 96-1. Education presentations will not take into account the individual circumstances of each participant and individual recommendations will not be provided unless otherwise agreed upon. Plan participants are responsible for implementing transactions in their own accounts.
- Participant Enrollment. Paradigm Wealth will assist you with group enrollment meetings designed to increase retirement plan participation among employees and investment and financial understanding by the employees.
- Qualified Plan Development. Paradigm Wealth will assist you with the establishment of a qualified plan by working with you and a selected Third-Party Administrator. If you have not already selected a Third-Party Administrator, we shall assist you with the review and selection of a Third-Party Administrator for the Plan.
- Due Diligence Review. Paradigm Wealth will provide you with annual due diligence reviews of your Plan's fees and expenses and your Plan's service providers.
- Fiduciary File Set-up. Paradigm Wealth will help you establish a "fiduciary file" for the Plan, which contains trust documents, custodial/brokerage statements, investment performance reports, services agreements with investment management vendors, the investment policy statement, investment committee minutes, asset allocation/asset liability studies, due diligence fields on funds/money managers and monitoring procedures for funds and/or money managers.
- Benchmarking. Paradigm Wealth will provide you benchmarking services and will provide analysis concerning the operations of the Plan.

We can also meet with individual participants to discuss their specific investment risk tolerance, investment time frame and investment selections.

Securities and other types of investments all bear different types and levels of risk. Those risks are typically discussed with clients in defining the investment policies and objectives that will guide investment decisions for their qualified plan accounts. Upon request, as part of our retirement plan services, we can discuss those investments and investment strategies that we believe may tend to reduce these risks for a particular client's circumstances and plan participants.

Clients and plan participants must realize that obtaining higher rates of return on investments entails accepting higher levels of risk. Based upon discussions with the client, we will attempt to identify the balance of risks and rewards that is appropriate and comfortable for the client and other employees. It is still the clients' responsibility to ask questions if the client does not fully understand the risks associated with any investment. All plan participants are strongly encouraged to read prospectuses, when applicable, and ask questions prior to investing.

We strive to render our best judgment for clients. Still, Paradigm Wealth cannot assure that investments will be profitable or assure that no losses will occur in their portfolios. Past performance is an important consideration with respect to any investment or investment advisor, but it is not necessarily an accurate predictor of future performance.

Paradigm Wealth will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to you any change to the information that we are required to disclose under ERISA Regulation Section

2550.408b-2(c)(1)(iv) as soon as practicable, but no later than sixty (60) days from the date on which we are informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable).

In accordance with ERISA Regulation Section 2550.408b-2(c)(vi)(A), we will disclose within thirty (30) days following receipt of a written request from the responsible plan fiduciary or Plan Administrator (unless such disclosure is precluded due to extraordinary circumstances beyond our control, in which case the information will be disclosed as soon as practicable) all information related to the Qualified Retirement Plan Agreement and any compensation or fees received in connection with the Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title 1 of ERISA and the regulations, forms and schedules issued thereunder.

If we make an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv) or (vi), we will disclose to you the correct information as soon as practicable, but no later than thirty (30) days from the date on which we learn of such error or omission.

Newsletters

Paradigm Wealth occasionally prepares general, educational and informational newsletters. Newsletters are always offered on an impersonal basis and do not focus on the needs of a specific individual.

Seminars

Paradigm Wealth may occasionally provide seminars in areas such as financial planning, retirement planning, estate planning, college planning and charitable planning. Seminars are always offered on an impersonal basis and do not focus on the individual needs of participants.

eMoney Advisors

Paradigm Wealth utilizes eMoney Advisors, a web-based financial and wealth planning system to assist when conducting financial planning services.

Limits Advice to Certain Types of Investments

Paradigm Wealth provides investment advice on the following types of investments:

- Mutual Funds
- Exchange-listed Securities
- Securities Traded Over-the-Counter
- Warrants
- Corporate Debt Securities
- Commercial Paper
- Certificates of Deposit
- Municipal Securities
- Variable Annuities
- US Government Securities
- Options Contracts on Securities
- Variable Annuities
- 529 College Savings Plans

Although we generally provide advice only on the products previously listed, we reserve the right to offer advice on any investment product that may be suitable for each client's specific circumstances, needs, goals and objectives.

It is not our typical investment strategy to attempt to time the market, but we may increase cash holdings modestly as deemed appropriate based on your risk tolerance and our expectations of market behavior. We may modify our investment strategy to accommodate special situations such as low basis stock, stock options, legacy holdings, inheritances, closely held businesses, collectibles, or special tax situations.

(Please refer to Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss for more information.)

No Participation in Wrap Fee Program

A wrap fee program is defined as any advisory program under which a specified fee or fees not based directly upon transactions in a client's account is charged for investment advisory services (which may include portfolio management or advice concerning the selection of other investment advisers) and the execution of client transactions. Paradigm Wealth does not offer asset management services through a wrap fee program.

Tailor Advisory Services to Individual Needs of Clients

Paradigm Wealth's advisory services are always provided based on your individual needs. This means, for example, that when we provide asset management services, you are given the ability to impose restrictions on the accounts we manage for you, including specific investment selections and sectors. We work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information. Our financial planning services are always provided based on your individual needs. When providing financial planning services, we work with you on a one-on-one basis through interviews and questionnaires to determine your investment objectives and suitability information.

We will not enter into an investment adviser relationship with a prospective client whose investment objectives may be considered incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Client Assets Managed by Paradigm Wealth

Paradigm Wealth's assets under management as of October 15, 2018 totaled \$126,793,494 in assets under management. \$116,110,754 are managed on a discretionary basis and \$10,682,740 are managed on a non-discretionary basis.

Item 5 – Fees and Compensation

In addition to the information provided in *Item 4 – Advisory Business*, this section provides additional details regarding our firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be outlined in the agreement between you and Paradigm Wealth.

Asset Management Services

Fees charged for our asset management services are charged based on a percentage of assets under management, billed in advance (at the start of the billing period) on a quarterly calendar basis and calculated based on the fair market value of your account as of the last business day of the previous billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. If asset management services are commenced in the middle of a billing period, the prorated fee for the initial billing period is billed in arrears at the same time as the next full billing period's fee is billed.

In the event that a deposit in excess of \$10,000 occurs during a billing period after the fee calculation, the fee for the billing period will be recalculated at the end of the billing period and Paradigm Wealth will bill a second fee pro-rata, in arrears, on the additional deposits. In the event that a withdrawal in excess of \$10,000 occurs during a billing period after the fee calculation, the fee for that billing period will be recalculated at the end of the billing period and you will be refunded the pro-rate fee that was attributable to the amount of the withdrawal.

The asset management services continue in effect until terminated by either party (i.e., Paradigm Wealth or you) by providing written notice of termination to the other party. Any prepaid, unearned fees will be promptly refunded by Paradigm Wealth to you. Fee refunds will be determined on a pro rata basis using the number of days services are actually provided during the final period.

Fees charged for our asset management services are negotiable based on the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client.

The following is the standard fee schedule of Paradigm Wealth, and the exact annual fee will be specified in the client's written agreement with us.

<u>Account's Value</u>	<u>Annual Fee</u>
\$0 - \$1,000,000	1.25%
\$1,000,001 and Above	1.00%

For Example, if client has assets under management of \$1.5 million, the annual fee would be \$15,000:

Billable Assets =	\$1,500 000
Fee	<u>X 1.00%</u>
Total Annual Fee =	\$15,000

Client will not pay the annual fee for each tier once the next threshold is met. There is no minimum account size or minimum annual fee.

Paradigm Wealth believes that its annual fee is reasonable in relation to: (1) services provided and (2) the fees charged by other investment advisers offering similar services/programs. However, our annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to our compensation, you may also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

Paradigm Wealth allows each Investment Adviser Representative to set advisory fees within ranges provided by Paradigm Wealth. As a result, your Investment Adviser Representative may charge more or less for the same service than another Investment Adviser Representative of Paradigm Wealth.

You can choose how to pay your investment advisory fees. The investment advisory fees can be deducted from your account and paid directly to our firm by the qualified custodian(s) of your account or you can pay our firm upon receipt of a billing notice sent directly to you.

If you choose to have the investment advisory fees deducted from your account, you must authorize the qualified custodian(s) of your account to deduct fees from your account and pay such fees directly to Paradigm Wealth. Our firm will send you a billing statement prior to the time that fee deduction instruction is sent to the qualified custodian(s) of your account. The billing statement will detail the formula used to calculate the fee, the assets under management and the time period covered.

You should review your account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

If you choose to pay the fees after receiving a statement, fees are due upon your receipt of a billing notice sent directly to you. The billing notice will detail the formula used to calculate the fee, the assets under management and the time period covered. Fees for the services of our firm will be due immediately after your receipt of the billing notice.

Brokerage commissions and/or transaction ticket fees charged by the qualified custodian are billed directly to you by the qualified custodian. Paradigm Wealth does not receive any portion of such commissions or fees from you or the qualified custodian. In addition, you may incur certain charges imposed by third parties other than Paradigm Wealth in connection with investments made through your account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of your account. Management fees charged by Paradigm Wealth are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to you. A description of these fees and expenses are available in each investment company security's prospectus.

Our fees for financial planning services may be waived at our sole discretion if you engage our firm for asset management services.

Fees Variable Sub-Account Management Services

The annual fee for our variable sub-account management services is included in your asset management fee. You will not incur an additional or separate advisory fee for this service.

Financial Planning Services

Fees charged for our financial planning services are negotiable based upon whether the client is utilizing our asset management services, the type of client, the services requested, the complexity of the client's situation, the composition of the client's account, other advisory services provided and the relationship of the client and the investment adviser representative. The following are the fee arrangements available for financial planning services offered by Paradigm Wealth.

Fees for Financial Planning Services

Paradigm Wealth provides financial planning services under an hourly fee arrangement. An hourly fee of \$200 per hour is charged by Paradigm Wealth for financial planning services under this arrangement. Before commencing financial planning services, Paradigm Wealth provides an estimate of the approximate hours needed to complete the requested financial planning services. If Paradigm Wealth anticipates exceeding the estimated amount of hours required, Paradigm Wealth will contact you to receive authorization to provide additional services. You will pay in advance a mutually agreed upon retainer that will be available for Paradigm Wealth to bill hourly fees against for our financial planning services; however, under no circumstances will Paradigm Wealth require you to pay fees more than \$500 more than six months in advance. Any unpaid hourly fees are due immediately upon completion and delivery of the financial plan. The standard billing dates and events of Paradigm Wealth are the following: (1) the first business day of each month; (2) the date when incurred hourly fees and expenses will cause the retainer balance to be depleted to zero; (3) the date or thereafter that Paradigm Wealth substantially provides the agreed upon services; and (4) the date the engagement is terminated by either you or Paradigm Wealth. Upon presentation of the invoice to you, Paradigm Wealth will deduct the hourly fees due Paradigm Wealth against your current retainer balance and you are required to pay immediately Paradigm Wealth any outstanding balance of hourly fees due.

Paradigm Wealth also provides financial planning services under a fixed fee arrangement. A mutually agreed upon fixed fee is charged for financial planning services under this arrangement. There is a range in the amount of the fixed fee charged by Paradigm Wealth for financial planning services. The minimum fixed fee is generally \$250, and the maximum fixed fee is generally no more than \$1,000. The amount of the fixed fee for your engagement is specified in your financial planning agreement with Paradigm Wealth. At our sole discretion, you may be required to pay in advance portion of the fixed fee at the time you execute an agreement with Paradigm Wealth; however, at no time will Paradigm Wealth require payment of more than \$500 in fees more than six months in advance. Upon completion and delivery of the financial plan, the fixed fee is considered earned by Paradigm Wealth and any unpaid amount is immediately due. Our fixed fee services include:

<u>Advisory Service</u>	<u>Advisory Fee</u>
Develop a written plan with no further engagement	\$250
Meet once a year to review performance of accounts held, provide information on new and different products available, progress reports for accounts held and quarterly account statements will be provided	\$500
Meet once a year to review performance of accounts held, provide information on new and different products available, progress reports for accounts held and quarterly account statements and phone/email access during engagement	\$1,000

The fees for financial planning services may be waived at our sole discretion if you engage our firm for asset management services.

To the extent Paradigm Wealth provides you with general investment recommendations as part of the financial planning services and you implement such investment recommendations through Paradigm Wealth, we may offer in our agreement with you to waive or reduce the fees for financial planning services.

The financial planning services terminate upon delivery of the written financial plan or upon either party providing the other party with written notice of termination.

You may terminate the financial planning services within five (5) business days of entering into an agreement with Paradigm Wealth without penalty or fees due. If you terminate the financial planning services after five (5) business days of entering into an agreement, you will be responsible for immediate payment of any financial planning services performed by Paradigm Wealth prior to the receipt by Paradigm Wealth of your notice. For financial planning services performed by Paradigm Wealth under an hourly arrangement, you will pay Paradigm Wealth for any hourly fees incurred at the rates described above. For financial planning services performed by Paradigm Wealth under a fixed fee arrangement, the client will pay Paradigm Wealth a pro-rated fixed fee equivalent to the percentage of work completed by Paradigm Wealth as determined by Paradigm Wealth. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded by Paradigm Wealth to you. If you are not satisfied with the financial plan prepared by Paradigm Wealth, we may waive our fee; however, in such a situation, Paradigm Wealth retains intellectual property rights over any written financial plan prepared by Paradigm Wealth, and the written financial plan must be returned to Paradigm Wealth.

Other Fee Terms for Financial Planning Services

You may pay the investment advisory fees owed for the financial planning services by submitting payment directly (for example, by check) or having the fee deducted from an existing investment account.

If you elect to pay by automatic deduction from an existing investment account, you will provide written authorization to Paradigm Wealth for such charge.

You should notify Paradigm Wealth immediately if you have questions about or dispute any billing entry.

All fees paid to Paradigm Wealth for services are separate and distinct from the commissions, fees and expenses charged by insurance companies associated with any disability insurance, life insurance and annuities subsequently acquired by you. If you sell or liquidate certain existing securities positions to acquire any insurance or annuity, you may also pay a commission and/or deferred sales charges in addition to the financial planning and consulting fees paid to Paradigm Wealth and any commissions, fees and expenses charged by the insurance company for subsequently acquired insurance and/or annuities.

If you elect to have your investment adviser representative, in his separate capacity as an insurance agent, implement the recommendations of Paradigm Wealth, your investment adviser representative at his discretion may waive or reduce the investment advisory fee charged for these services by the amount of the commissions received by your investment adviser representative as an insurance agent. Any reduction of the investment advisory fee will not exceed 100% of the insurance commission received.

All fees paid to Paradigm Wealth for financial planning services are separate and distinct from the commissions charged by a broker-dealer or asset management fees charged by an investment adviser to implement such recommendations.

If you elect to have your investment adviser representative, in his separate capacity as a registered representative, implement the recommendations of Paradigm Wealth, your investment adviser representative at his discretion may waive or reduce the investment advisory fee charged by the amount of the commissions received as a registered representative. Any reduction of the investment advisory fee will not exceed 100% of the commission received as a registered representative.

It should be noted that lower fees for comparable services may be available from other sources.

Clients can elect to have the fee deducted from their account or billed directly and due upon receipt of the billing notice. If clients elect to have the fee automatically deducted from an existing account, they are required to provide the custodian with written authorization to deduct the fees from the account and pay the fees to Paradigm Wealth. We will provide the custodian with a fee notification statement.

Either party may terminate services by providing written notice of termination to the other party. If services are terminated within five business days of signing the client agreement, services are terminated without penalty. Any prepaid but unearned fees are promptly refunded to the client at the effective date of termination.

Paradigm Wealth does not reasonably expect to receive any other compensation, direct or indirect, for its Services. If we receive any other compensation for such services, we will (i) offset that compensation against our stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

Fees For Retirement Plan Services

For retirement plan sponsor clients, Paradigm Wealth will charge an annual fee that is calculated as a percentage of the value of plan assets. This fee is negotiable based upon the complexity of the plan, the size of the plan assets, the actual services requested, the representative providing the services and the potential for additional deposits.

The annual fee will be billed as follows:

\$0 to \$1,000,000	1.25%
\$1,000,001 and Above	1.00%

For Example, if the Plan has assets under management of \$1,500,000, the annual fee would be \$15,000:

Billable Assets =	\$1,500 000
Fee	X 1.00%
Total Annual Fee =	\$15,000

The Plan will not pay the annual fee for each tier once the next threshold is met.

The exact annual fee will be specified in the client's written agreement with us.

Paradigm Wealth utilizes Empower and Security Benefit to provide recordkeeping and custody services for our Plans. The size and type of Plan determines which custodian will be used.

For Plans held by Empower, fees are billed in arrears on a monthly basis and calculated based on the average daily balance of your account during the current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. Advisory fees are debited and paid to Paradigm Wealth by Empower.

For Plans held by Security Benefit, fees are billed in arrears on a monthly basis and calculated based on the fair market value of your account as of the last business day of the current billing period. Fees are prorated (based on the number of days service is provided during the initial billing period) for your account opened at any time other than the beginning of the billing period. Advisory fees are debited and paid to Paradigm Wealth by Security Benefit.

Clients can elect to have the fee deducted from their account or billed directly and due upon receipt of the billing notice. If clients elect to have the fee automatically deducted from an existing account, they are required to provide the custodian with written authorization to deduct the fees from the account and pay the fees to Paradigm Wealth. We will provide the custodian with a fee notification statement.

Either party may terminate services by providing written notice of termination to the other party. If services are terminated within five business days of signing the client agreement, services are terminated without penalty. Since Plan fees are charged in arrears, the fee is prorated for advisory services provided up to the termination date and charged to the Plan.

Paradigm Wealth does not reasonably expect to receive any other compensation, direct or indirect, for its Services. If we receive any other compensation for such services, we will (i) offset that compensation against our stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

Newsletters

Newsletters are provided to clients and prospective clients free of charge.

Seminars

No fees are charged for seminars. However, if we are hired by larger groups, such as corporations, we reserve the right to charge fees to cover the expenses incurred by us for presenting the seminars. In this case, all fees and payment provisions will be fully disclosed to you prior to the seminar being presented.

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

Performance-based fees are defined as fees based on a share of capital gains on or capital appreciation of the assets held in a client's account. *Item 6* is not applicable to this Disclosure Brochure because we do not charge or accept performance-based fees.

Item 7 – Types of Clients

Paradigm Wealth generally provides investment advice to the following types of clients:

- Individuals
- High net worth individuals

- Pension and Profit-Sharing Plans
- Trusts, estates, or charitable organizations
- Corporations or business entities other than those listed above

You are required to execute a written agreement with Paradigm Wealth specifying the particular advisory services in order to establish a client arrangement with Paradigm Wealth.

Minimum Investment Amounts Required

We do not have a minimum account size or fee for our asset management services. There is a minimum fee of \$250 for our financial planning services. With respect to retirement plan services, there is no minimum plan size or fee for our retirement plan services.

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

Methods of Analysis

Paradigm Wealth uses the following methods of analysis in formulating investment advice:

Charting - This is a set of techniques used in technical analysis in which charts are used to plot price movements, volume, settlement prices, open interest, and other indicators, in order to anticipate future price movements. Users of these techniques, called chartists, believe that past trends in these indicators can be used to extrapolate future trends.

Charting is likely the most subjective analysis of all investment methods since it relies on proper interpretation of chart patterns. The risk of reliance upon chart patterns is that the next day's data can always negate the conclusions reached from prior days' patterns. Also, reliance upon chart patterns bears the risk of a certain pattern being negated by a larger, more encompassing pattern that has not shown itself yet.

Cyclical – This method analyzes the investments sensitive to business cycles and whose performance is strongly tied to the overall economy. For example, cyclical companies tend to make products or provide services that are in lower demand during downturns in the economy and in higher demand during upswings. Examples include the automobile, steel, and housing industries. The stock price of a cyclical company will often rise just before an economic upturn begins and fall just before a downturn begins. Investors in cyclical stocks try to make the largest gains by buying the stock at the bottom of a business cycle, just before a turnaround begins.

While most economists and investors agree that there are cycles in the economy that need to be respected, the duration of such cycles is generally unknown. An investment decision to buy at the bottom of a business cycle may actually turn out to be a trade that occurs before or after the bottom of the cycle. If done before the bottom, then downside price action can result prior to any gains. If done after the bottom, then some upside price action may be missed. Similarly, a sell decision meant to occur at the top of a cycle may result in missed opportunity or unrealized losses.

Fundamental – This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including

macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental analysis is considered to be the opposite of technical analysis. Fundamental analysis is about using real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is somewhat subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Technical – This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on proper interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilization of such sentiment technical measures is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading of sentiment can always become more bearish, which may result in a premature purchase of a security.

There are risks involved in using any analysis method.

To conduct analysis, Paradigm Wealth gathers information from financial newspapers and magazines, inspection of corporate activities, research materials prepared by others, corporate rating services, timing services, annual reports, prospectuses and filings with the SEC, and company press releases.

Investment Strategies

Paradigm Wealth uses the following investment strategies when managing client assets and/or providing investment advice:

Long term purchases. Investments held at least a year.

Short term purchases. Investments sold within a year.

Frequent trading. This strategy refers to the practice of selling investments within 30 days of purchase.

Margin transactions. When an investor buys a stock on margin, the investor pays for part of the purchase and borrows the rest of the purchase price from a brokerage firm. For example, an investor may buy \$5,000 worth of stock in a margin account by paying for \$2,500 and borrowing \$2,500 from a brokerage firm. Clients cannot borrow stock from Paradigm Wealth.

Option writing including cover options, uncovered options or spreading strategies. Options are contracts giving the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

Primarily Recommend One Type of Security

We do not primarily recommend one type of security to clients. Instead, we recommend any product that may be suitable for each client relative to that client's specific circumstances and needs.

Risk of Loss

Past performance is not indicative of future results. Therefore, you should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds, etc.) involves risk of loss. Further, depending on the different types of investments there may be varying degrees of risk. You should be prepared to bear investment loss including loss of original principal.

Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated with investing in securities through our investment management program, as described below:

- Market Risk – Either the stock market as a whole, or the value of an individual company, goes down resulting in a decrease in the value of client investments. This is also referred to as systemic risk.
- Equity (stock) market risk – Common stocks are susceptible to general stock market fluctuations and to volatile increases and decreases in value as market confidence in and perceptions of their issuers change. If you held common stock, or common stock

equivalents, of any given issuer, you would generally be exposed to greater risk than if you held preferred stocks and debt obligations of the issuer.

- Company Risk. When investing in stock positions, there is always a certain level of company or industry specific risk that is inherent in each investment. This is also referred to as unsystematic risk and can be reduced through appropriate diversification. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. For example, if a company's employees go on strike or the company receives unfavorable media attention for its actions, the value of the company may be reduced.
- Fixed Income Risk. When investing in bonds, there is the risk that the issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors receive set, regular payments that face the same inflation risk.
- Options Risk. Options on securities may be subject to greater fluctuations in value than an investment in the underlying securities. Purchasing and writing put and call options are highly specialized activities and entail greater than ordinary investment risks.
- ETF and Mutual Fund Risk – When investing in an ETF or mutual fund, you will bear additional expenses based on your pro rata share of the ETF's or mutual fund's operating expenses, including the potential duplication of management fees. The risk of owning an ETF or mutual fund generally reflects the risks of owning the underlying securities the ETF or mutual fund holds. You will also incur brokerage costs when purchasing ETFs.
- Management Risk – Your investment with our firm varies with the success and failure of our investment strategies, research, analysis and determination of portfolio securities. If our investment strategies do not produce the expected returns, the value of the investment will decrease.
- Margin Risk - When you purchase securities, you may pay for the securities in full or borrow part of the purchase price from your account custodian or clearing firm. If you intended to borrow funds in connection with your Account, you will be required to open a margin account, which will be carried by the clearing firm. The securities purchased in such an account are the clearing firm's collateral for its loan to you.

If those securities in a margin account decline in value, the value of the collateral supporting this loan also declines, and as a result, the brokerage firm is required to take action in order to maintain the necessary level of equity in your account. The brokerage firm may issue a margin call and/or sell other assets in your account.

It is important that you fully understand the risks involved in trading securities on margin, which are applicable to any margin account that you may maintain, including any margin account that may be established as part of the Asset Management Agreement established between you and Paradigm Wealth and held by the account custodian or clearing firm.

These risks include the following:

- You can lose more funds than you deposit in your margin account.

- The account custodian or clearing firm can force the sale of securities or other assets in your account.
- The account custodian or clearing firm can sell your securities or other assets without contacting you.
- You are not entitled to choose which securities or other assets in your margin account may be liquidated or sold to meet a margin call.
- The account custodian or clearing firm may move securities held in your cash account to your margin account and pledge the transferred securities.
- The account custodian or clearing firm can increase its "house" maintenance margin requirements at any time and they are not required to provide you advance written notice.
- You are not entitled to an extension of time on a margin call.

Item 9 – Disciplinary Information

The Investment Adviser Representatives have not been involved in an arbitration award and have not been found liable in an arbitration claim alleging damages in excess of \$2,500. They have not been involved in any awarded or found liable in any civil, self-regulatory organization, or administrative proceeding. Additionally, they have not been the subject of a bankruptcy petition.

Item 10 – Other Financial Industry Activities and Affiliations

Paradigm Wealth is **not** and does **not** have a related person that is a broker/dealer, municipal securities dealer, government securities dealer or broker, an investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund), another investment adviser or financial planner, a futures commission merchant, commodity pool operator, or commodity trading advisor, a banking or thrift institution, an accountant or accounting firm, a lawyer or law firm, an insurance company or agency, a pension consultant, a real estate broker or dealer, and a sponsor or syndicator of limited partnerships.

We are an independent registered investment adviser and only provide investment advisory services. We are not engaged in any other business activities and offer no other services except those described in this Disclosure Brochure. However, while we do not sell products or services other than investment advice, our representatives may sell other products or provide services outside of their role as investment adviser representatives with us.

Insurance Agent

You may work with us, your investment adviser representative in our separate capacity as an insurance agent. When acting in our separate capacity as an insurance agent, we may sell, for commissions, general disability insurance, life insurance, annuities, and other insurance products to you. As such, we, in our separate capacity as an insurance agent, may suggest that you implement recommendations of Paradigm Wealth by purchasing disability insurance, life insurance, annuities, or other insurance products. This receipt of commissions creates an incentive for us to recommend those products for which we will receive a commission in our separate capacity as an insurance agent. Consequently, the advice rendered to you could be biased. You are under no obligation to implement any insurance or annuity transaction through us as your investment adviser representative.

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

Code of Ethics Summary

An investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Paradigm Wealth has established a Code of Ethics to comply with the requirements of the securities laws and regulations that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. Paradigm Wealth' Code of Ethics covers all individuals that are classified as "supervised persons". All employees, officers, directors and investment adviser representatives are classified as supervised persons. Paradigm Wealth requires its supervised persons to consistently act in your best interest in all advisory activities. Paradigm Wealth imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm's fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

In addition to abiding by our Code of Ethics, some of our representatives are Certified Financial Planners™ (CFP®) and also abide by the Code of Ethics and Responsibility Code of the Certified Financial Planner™ Board of Standards, Inc. The Code of Ethics and Responsibility Code requires CFP® designees to not only comply with all applicable laws and regulations but to also act in an ethical and professional responsible manner in all professional services and activities. The principles guiding CFP® designees are:

- Integrity
- Objectivity
- Competence (in providing services and maintaining knowledge and skills to do so)
- Fairness (to clients, principals, partners and employers and disclosing any conflicts of interest in providing services)
- Confidentiality (keeping all client information confidential without the specific client consent unless in response to legal process or in defense of charges of wrongdoing or civil dispute)
- Professionalism
- Diligence

This section is intended to provide a summary description of the Code of Ethics of Paradigm Wealth. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure

Paradigm Wealth or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. This creates a potential conflict of interest. It is the express policy of Paradigm Wealth that all persons associated in any manner with our firm must place clients' interests ahead of their own when implementing personal investments. Paradigm Wealth and its associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal

investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior to implementing transactions for client accounts.
- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an "insider".
- Associated persons are discouraged from conducting frequent personal trading.
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted to the Chief Compliance Officer of Paradigm Wealth.

Any associated person not observing our policies is subject to sanctions up to and including termination.

Item 12 – Brokerage Practices

You are under no obligation to act on the recommendations of Paradigm Wealth and are free to select any broker/dealer or investment advisor you'd like to implement our recommendations. In other words, you are not required to work with us. However, if you want to hire us for our asset management service, we only work with the broker-dealer specified below since we will be responsible for executing your account transactions and therefore responsible for attaining the best execution possible. Please note that we cannot promise or guarantee our brokerage platform is the least expensive in the industry. There may be other platforms with lower costs.

For clients that open portfolio management accounts through Paradigm Wealth, we will require the use of TD Ameritrade Institutional, a division of TD Ameritrade Inc. Member FINRA/SIPC to serve as the clearing broker/dealer and custodian.

For Retirement Plan clients that open portfolio management accounts through Paradigm Wealth, we require the use of Empower or Security Benefit to serve as the clearing broker/dealer and custodian.

Please note that not all investment advisors recommend or require the use of particular broker/dealers. Some investment advisors permit client to use any broker/dealer of the client's own choosing.

In addition, we may also render investment management services to clients regarding individual employer-sponsored retirement plans. In these situations, Paradigm Wealth either directs or recommends the allocation of client assets among the various mutual fund subdivisions that comprise the retirement plan. The client assets shall be maintained at the custodian designated by the sponsor of the client's retirement plan. We do not have any arrangements whereby we recommend specific retirement plan sponsors.

The recommendation of TD Ameritrade and any other broker/dealer is based on past experiences, minimizing commissions and other costs as well as offerings or services the broker/dealer provides that Paradigm Wealth or client may require or find valuable such as online access. Clients may pay

commissions higher than those obtainable from other broker/dealers in return for those products and services. Commission and fee structures of various broker/dealers are periodically reviewed to ensure clients are receiving best execution. Accordingly, while Paradigm Wealth will consider competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Therefore, the overall services provided by the broker/dealer are evaluated to determine best execution.

Although we consider the overall services provided by TD Ameritrade, Empower and Security Benefit and factor the benefits provided to our clients, we have material arrangements with the TD Ameritrade that create an incentive for us to recommend TD Ameritrade over other broker/dealers. Some of the arrangements may result in conflicts of interest with our clients and are explained in the following sections.

Paradigm Wealth participates in the TD Ameritrade Institutional program. TD Ameritrade Institutional is a division of TD Ameritrade, Inc. member FINRA/SIPC/NFA. TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Paradigm Wealth receives some benefits from TD Ameritrade through its participation in the program.

While there will not be a direct linkage between the investment advice provided by Paradigm Wealth and the broker/dealers it recommends, economic benefits may be received that would not be received if Paradigm Wealth did not use these services to implement the investment advice provided. These benefits may include, but not necessarily be limited to: receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Paradigm Wealth by third party vendors.

TD Ameritrade may also have paid for business consulting and professional services received by Paradigm Wealth's related persons and may also pay or reimburse expenses (including travel, lodging, meals and entertainment expenses) for Paradigm Wealth's personnel to attend conferences or meetings relating to the program or to TD Ameritrade's advisor custody and brokerage services generally. Some of the products and services made available by TD Ameritrade through the program may benefit Paradigm Wealth but may not benefit its client accounts. These products or services may assist Paradigm Wealth in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Paradigm Wealth manage and further develop its business enterprise. The benefits received by Paradigm Wealth or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Paradigm Wealth endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Paradigm Wealth or its related persons in and of itself creates a potential conflict of interest and may indirectly influence Paradigm Wealth's choice of TD Ameritrade for custody and brokerage services.

Handling Trade Errors

Paradigm Wealth has implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with its fiduciary duty, it is the policy of Paradigm Wealth to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes the trade error, the client is responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client is made whole and any loss resulting from the trade error is absorbed by Paradigm Wealth if the error is caused by Paradigm Wealth. If the error is caused by the broker-dealer, the broker-dealer is responsible for handling the trade error. If an investment gain results from the correcting trade, the gain remains in the client's account unless the same error involved other client account(s) that should also receive the gains. It is not permissible for all clients to retain the gain. Paradigm Wealth may also confer with a client to determine if the client should forego the gain (e.g., due to tax reasons).

Paradigm Wealth will never benefit or profit from trade errors.

Block Trading Policy

We may elect to purchase or sell the same securities for several clients at approximately the same time. This process is referred to as aggregating orders, batch trading or block trading and is used by our firm when Paradigm Wealth believes such action may prove advantageous to clients. If and when we aggregate client orders, allocating securities among client accounts is done on a fair and equitable basis. Typically, the process of aggregating client orders is done in order to achieve better execution, to negotiate more favorable commission rates or to allocate orders among clients on a more equitable basis in order to avoid differences in prices and transaction fees or other transaction costs that might be obtained when orders are placed independently.

Paradigm Wealth uses the average price allocation method for transaction allocation.

Under this procedure Paradigm Wealth will calculate the average price and transaction charges for each transaction included in a block order and assign the average price and transaction charge to each allocated transaction executed for the client's account.

If and when we determine to aggregate client orders for the purchase or sale of securities, including securities in which Paradigm Wealth or our associated persons may invest, we will do so in accordance with the parameters set forth in the SEC No-Action Letter, *SMC Capital, Inc.* Neither we nor our associated persons receive any additional compensation as a result of block trades.

Agency Cross Transactions

Our associated persons are prohibited from engaging in agency cross transactions, meaning we cannot act as brokers for both the sale and purchase of a single security between two different clients and cannot receive compensation in the form of an agency cross commission or principal mark-up for the trades.

Item 13 – Review of Accounts

Account Reviews and Reviewers

Managed accounts are reviewed at least quarterly. While the calendar is the main triggering factor, reviews can also be conducted at your request. Account reviews will include investment strategy and

objectives review and making a change if strategy and objectives have changed. Reviews are conducted by Andrew Pool, with reviews performed in accordance with your investment goals and objectives.

Statements and Reports

For our asset management services, you are provided with transaction confirmation notices and regular quarterly account statements in writing directly from the qualified custodian.

Additionally, Paradigm Wealth will provide quarterly performance reports which include:

- Current holdings with number of shares and share prices as of the date of the statement;
- Stated returns for the dates appropriate to the report (YTD, Quarter, Trailing 12, etc);
- General overview of classification of various holdings.

Financial planning clients do not receive any report other than the written plan originally contracted for and provided by Paradigm Wealth.

You are encouraged to always compare any reports or statements provided by us against the account statements delivered from the qualified custodian. When you have questions about your account statement, you should contact our firm and the qualified custodian preparing the statement.

Item 14 – Client Referrals and Other Compensation

Paradigm Wealth does not directly or indirectly compensate any person for client referrals.

The only compensation received from advisory services is the fees charged for providing investment advisory services as described in *Item 5* of this Disclosure Brochure. Paradigm Wealth receives no other forms of compensation in connection with providing investment advice. Please see Item 5, Fees and Compensation, Item 10, Other Financial Industry Activities and Affiliations and Item 12, Brokerage Practices, for additional discussion concerning other compensation.

Item 15 – Custody

Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment adviser has the ability to access or control client funds or securities, the investment adviser is deemed to have custody and must ensure proper procedures are implemented.

Paradigm Wealth is deemed to have custody of client funds and securities whenever Paradigm Wealth is given the authority to have fees deducted directly from client accounts. However, this is the only form of custody Paradigm Wealth will ever maintain. It should be noted that authorization to trade in client accounts is not deemed by regulators to be custody.

For accounts in which Paradigm Wealth is deemed to have custody, we have established procedures to ensure all client funds and securities are held at a qualified custodian in a separate account for each client under that client's name. Clients or an independent representative of the client will direct, in writing, the establishment of all accounts and therefore are aware of the qualified custodian's name, address and the manner in which the funds or securities are maintained. Finally, account statements are delivered directly from the qualified custodian to each client, or the client's independent representative, at least quarterly. Clients should carefully review those statements and are urged to compare the statements

against reports received from Paradigm Wealth. When clients have questions about their account statements, they should contact Paradigm Wealth or the qualified custodian preparing the statement.

When fees are deducted from an account, Paradigm Wealth is responsible for calculating the fee and delivering instructions to the custodian. At the same time Paradigm Wealth instructs the custodian to deduct fees from your account; Paradigm Wealth will send you an invoice itemizing the fee. Itemization will include the formula used to calculate the fee, the amount of assets under management the fee is based on, and the time period covered by the fee.

Item 16 – Investment Discretion

When providing asset management services, Paradigm Wealth maintains trading authorization over your Account and can provide management services on a **discretionary** basis. When discretionary authority is granted, we will have the authority to determine the type of securities, the amount of securities that can be bought or sold, the broker or dealer to be used and the commission rates paid for your portfolio without obtaining your consent for each transaction. However, it is the policy of Paradigm Wealth to consult with you prior to making significant changes in the account even when discretionary trading authority is granted.

If you decide to grant trading authorization on a **non-discretionary** basis, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are not able to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations and we may not achieve the optimal trading price.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your Account. You may also place reasonable limitations on the discretionary power granted to Paradigm Wealth so long as the limitations are specifically set forth or included as an attachment to the client agreement.

Client will grant Paradigm Wealth discretionary authority (without first consulting with Client) to establish and/or terminate a relationship with a Sub-Adviser for purposes of managing the Account or a portion of the Account determined by Paradigm Wealth. Client will also grant the Sub-Adviser selected by Paradigm Wealth with the discretionary authority (in the sole discretion of the Sub-Adviser without first consulting with Client) to make all decisions to buy, sell or hold securities, cash or other investments for such portion of the Account managed by the Sub-Adviser. Client will also grant the Sub-Adviser selected by Paradigm Wealth with the power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Account. Client authorizes Paradigm Wealth to provide a copy of this Agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on behalf of Client, as evidence of Sub-Adviser's authority under this Agreement.

For sub-account management services, when discretionary authority has been granted in writing by you, Paradigm Wealth will exercise limited discretionary authority to exchange sub-accounts available in the variable annuity and/or variable life contract without contacting you in advance to obtain your consent for each exchange. Under our sub-account management services, you have the ability to place reasonable restrictions on the available sub-accounts utilized by Paradigm Wealth. You may also place reasonable limitations on the discretionary power granted to Paradigm Wealth so long as the limitations are specifically set forth or included as an attachment to the client agreement.

For sub-account management services, upon receiving written authorization, Paradigm Wealth will maintain trading authorization over your accounts. Upon receiving written authorization from you, we may implement trades on a non-discretionary basis. This means we will be required to contact you prior to implementing changes in your account. However, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold.

Item 17 – Voting Client Securities

Paradigm Wealth does not vote proxies on behalf of Clients. We have determined that taking on the responsibilities for voting client securities does not add enough value to the services provided to you to justify the additional compliance and regulatory costs associated with voting client securities. Therefore, it is your responsibility to vote all proxies for securities held in Account.

You will receive proxies directly from the qualified custodian or transfer agent; we will not provide you with the proxies. You are encouraged to read through the information provided with the proxy-voting documents and make a determination based on the information provided. Although we do not vote client proxies, if you have a question about a particular proxy feel free to contact us. However, you will have the ultimate responsibility for making all proxy-voting decisions.

Item 18 – Financial Information

This *Item 18* is not applicable to this brochure. Paradigm Wealth does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. We are not subject to a financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients. Finally, Paradigm Wealth has not been the subject of a bankruptcy petition at any time.

Customer Privacy Policy Notice

In November of 1999, Congress enacted the Gramm-Leach-Bliley Act (GLBA). The GLBA requires certain financial institutions, such as investment advisor firms, to protect the privacy of customer information. In situations where a financial institution does disclose customer information to nonaffiliated third parties, other than permitted or required by law, customers must be given the opportunity to opt out or prevent such disclosure. Paradigm Wealth does not share or disclose customer information to nonaffiliated third parties except as permitted or required by law.

Paradigm Wealth is committed to safeguarding the confidential information of its clients. We hold all personal information provided by clients in the strictest confidence and it is the objective of our firm to protect the privacy of all clients. Except as permitted or required by law, we do not share confidential

information about clients with nonaffiliated parties. In the event that there were to be a change in this policy, we will provide clients with written notice and clients will be provided an opportunity to direct our firm as to whether such disclosure is permissible.

To conduct regular business, Paradigm Wealth may collect personal information from sources such as:

- Information reported by the client on applications or other forms the client provides to our firm
- Information about the client's transactions implemented by others
- Information developed as part of financial analyses or investment advisory services

To administer, manage, service, and provide related services for client accounts, it is necessary for Paradigm Wealth to provide access to customer information within the firm and to nonaffiliated companies with whom we have entered into agreements with. To provide the utmost service, our firm may disclose the information below regarding customers and former customers, as necessary, to companies to perform certain services on the firm's behalf.

- Information our firm receives from the client on applications (name, social security number, address, assets, etc.)
- Information about the client's transactions with others (account information, payment history, parties to transactions, etc.)
- Information concerning investment advisory account transactions
- Information about a client's financial products and services with our firm

Since Paradigm Wealth shares nonpublic information solely to service client accounts, our firm does not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. However, we may also provide customer information outside of the firm as required by law, such as to government entities, consumer reporting agencies or other third parties in response to subpoenas. In the event that our firm has a change to its customer privacy policy that would allow it to disclose non-public information not covered under applicable law, we will allow our clients the opportunity to opt out of such disclosure.