

**Integrated Wealth Concepts LLC
(also d/b/a Integrated Financial Partners and
Integrated Family Office)**

Form ADV Part 2A – Disclosure Brochure

Effective: March 29, 2019

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Integrated Wealth Concepts LLC (also d/b/a Integrated Financial Partners and herein “IWC” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at (781) 890-3045.

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

Additional information about IWC and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching for our firm name or our CRD# 284656.

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Item 2 – Material Changes

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

Material Changes

IWC's last Annual Updating Amendment to this Brochure is dated March 30, 2018. Under SEC Rules, we are obligated to report to you material changes made in the Annual Updating Amendment. The material changes incorporated in this Annual Updating Amendment are as follows:

- IWC updated Item 4 to include a greater discussion of the conflicts of interest and considerations inherent in mutual fund share class selection, custodial fees and investment product fees in excess of IWC's advisory fees.
- IWC updated Item 8 to include a greater discussion of the methods of analysis, investment strategies and risk of loss when investing with IWC.
- IWC updated Item 10 to include a greater discussion of conflicts of interest and factors inherent in acquiring services from IWC financial advisors who are also licensed as broker-dealer registered representatives with LPL Financial.

Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284656. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (781) 890-3045.

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Item 4 – Advisory Services

A. Firm Information

Integrated Wealth Concepts LLC (also d/b/a Integrated Financial Partners and herein “IWC” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). IWC is organized as a Limited Liability Company (“LLC”) under the laws of the Commonwealth of Massachusetts. IWC was founded in July 2016 and is owned and operated by Paul Saganey (Principal) and John G. Cataldo (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by IWC.

The Advisor serves as a fiduciary to Clients, as defined under applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Our fiduciary commitment is further described in our Code of Ethics. For more information regarding our Code of Ethics, please see “Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.”

B. Advisory Services Offered

IWC offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans (each referred to as a “Client”). These services generally fall into four categories – Investment Management Services, Financial Planning and Consulting Services, Family Office Services and Retirement Plan Advisory Services.

Investment Management Services

IWC provides customized wealth management solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. IWC works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. IWC will implement the investment strategy with its internal management and/or the use of unaffiliated money managers or investment platforms (as described below).

IWC provides investment advisory services and portfolio management services. It does not provide securities custodial services. At no time will IWC accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client investment advisory agreement. Please see Item 12 – Brokerage Practices.

It is important to note that none of the advisory services described herein are intended as, or meant to be a substitute for, legal, accounting, actuarial, or tax advice. Clients should coordinate and discuss the impact of the financial advice they receive from the Advisor with their attorney, accountant, and other professionals. Neither IWC nor its financial advisors (unless they have the appropriate independent qualifications) are qualified to provide legal or accounting advice, and do not claim to tender such advice.

Below is a description of the various investment management services provided by the Advisor.

Internal Investment Management

IWC customizes its investment management services for its Clients. Portfolios are primarily constructed using mutual funds, exchange-traded funds (“ETFs”), individual stocks and fixed income securities. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of each particular Client.

IWC generally employs a long-term investment approach for Clients, but may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. IWC will

construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

The specific advisory program selected by the Client will cost the client more or less than purchasing program services separately. Factors that bear upon the cost of a particular advisory program in relation to the cost of the same services purchased separately include, but may not be limited to, the type and size of the account, the historical or expected size or number of trades for the account, the types of securities and strategies involved, and the number and range of supplementary advisory and client-related services provided to the account.

IWC may recommend, on occasion, redistributing investment allocations to diversify the portfolio. IWC may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. IWC may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

With respect to certain types of accounts, Clients do not pay any transaction charges (i.e. a SWM II account on LPL's custodial platform). Clients should be aware that IWC pays its custodian transaction charges for those transactions. The transaction charges paid by IWC vary based on the type of transaction (e.g., mutual fund, equity or ETF) and for mutual funds based potentially on whether or not the mutual fund pays 12b-1fees and/or recordkeeping fees to the custodian. Clients should understand that the cost to IWC of transaction charges may be a factor that IWC considers when deciding which securities to select and how frequently to place transactions in these accounts.

In many instances, custodians make available mutual funds that offer various classes of shares, including shares designated as Class A Shares and shares designed for advisory programs, which can be titled, for example, as "Class I," "institutional," "investor," "retail," "service," "administrative" or "platform" share classes ("Platform Shares"). The Platform Share class offered for a particular mutual fund on the custodial platform in many cases will not be the least expensive share class that the mutual fund makes available, and was selected by the custodian in certain cases because the share class pays the custodian compensation for the administrative and recordkeeping services it provides to the mutual fund. Client should understand that another financial services firm may offer the same mutual fund at a lower overall cost to the investor than is available through the custodial platform. In other instances, a mutual fund may offer only Class A Shares, but another similar mutual fund may be available that offers Platform Shares. Class A Shares typically pay the custodian a 12b-1fee for providing shareholder services, distribution, and marketing expenses ("brokerage-related services") to the mutual funds. Platform Shares generally are not subject to 12b-1fees. As a result of the different expenses of the mutual fund share classes, it is generally more expensive for a client to own Class A Shares than Platform Shares. An investor in Platform Shares will pay lower fees over time, and keep more of his or her investment returns than an investor who holds Class A Shares of the same fund.

IWC has a financial incentive to recommend Class A Shares in cases where both Class A and Platform Shares are available. This is a conflict of interest which might incline IWC, consciously or unconsciously, to render advice that is not disinterested. Although the client will not be charged a transaction charge for transactions, Advisor pays LPL a per transaction charge for mutual fund purchases and sales in the account. IWC generally does not pay transaction charges for Class A Share mutual fund transactions accounts, but generally does pay transaction charges for Platform Share mutual fund transactions. The cost to IWC of transaction charges generally may be a factor Advisor considers when deciding which securities to select and whether or not to place transactions in the account.

The lack of transaction charges to IWC for Class A Share purchases and sales, together with the fact that Platform Shares generally are less expensive for a client to own, presents a significant conflict of interest between IWC and the client. In short, it costs IWC less to recommend and select Class A share mutual funds than Platform shares, but Platform shares will generally outperform Class A mutual fund shares on the basis of internal cost structure alone. Clients should understand this conflict and consider the additional indirect expenses

borne as a result of the mutual fund fees when negotiating and discussing with your Advisor the advisory fee for management of an account.

Use of Independent Managers

IWC may recommend to Clients that all or a portion of their portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (herein the "Independent Managers"). The Client will be required to enter into one or more separate agreements with the Independent Manager[s] that provide for discretionary management by the Independent Managers of the investment platform.

IWC serves as both a solicitor of accounts to the Independent Manager and as the Client's primary advisor and relationship manager and will oversee the account to ensure the Independent Manager are managing consistent with the selected investment strategy or strategies. However, the Independent Manager will assume discretionary authority for the day-to-day investment management of those assets placed in their control. IWC will assist and advise the Client in establishing investment objectives for their account, the selection of the Independent Manager, and defining any restrictions on the account.

Independent Manager services generally begin with the financial advisor obtaining the necessary financial data from the Client to assist with setting an appropriate investment objective, determining the suitability of the program and in opening an account with the Independent Manager. Depending on the particular program, the financial advisor may also assist the client with selecting a model portfolio of securities designed and managed by either the Independent Manager or a selected portfolio management firm available through the Independent Manager responsible for providing discretionary asset management services. The Independent Manager or other third-party investment advisor is granted authority in its client agreement to purchase and sell securities on a discretionary or non-discretionary basis pursuant to investment objective chosen by the Client. In doing so, the Independent Manager or other third-party investment advisor typically constructs various model investment portfolios that are managed according to specific investment strategies associated with the respective models, and that are not generally customized for individual Clients (subject to the client's ability to request reasonable investment restrictions on investing in securities or other special accommodations that may be made). In addition to portfolio management services, the Independent Manager sponsor will also generally arrange for custody of client assets, trade execution, cashiering services, and such other services as outlined in their separate client agreement and Brochure.

Prior to entering into an agreement with an Independent Manager, the Client will be provided with each Independent Manager's Form ADV Part 2A – Disclosure Brochure as well as a disclosure statement that defines the relationship between IWC and the Independent Manager. IWC does not receive any compensation from these Independent Managers or Investment Platforms, other than IWC's investment advisory fee (described in "Item 5 – Fees and Compensation") which is set forth in the Client's investment monitoring agreement with IWC.

Financial Planning and Consulting Services

IWC provides a variety of financial planning and consulting services to individuals and families, pursuant to a written financial planning and consulting agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation. Financial planning is a separate service from the Advisor's investment management services. Clients have full discretion as to how they choose to implement the recommendations discussed in the financial plan.

Generally, such financial planning services will involve preparing a financial plan or engaging in financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for or financial consultation provided to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter

retirement savings, establish education savings and/or charitable giving programs. IWC may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

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

There is no requirement to use IWC or any of its financial advisors for investment services incorporated into a financial plan or consulting engagement. An additional agreement will be required if the client chooses to utilize the representative for further investment management services.

Family Office Services

IWC offers family office services to high-net worth and business owner clients. The services are tailored to the needs and complexities of the client pursuant to a written agreement. These services may include:

- Financial Planning Services
- Business Planning
- Wealth Management and Reporting
- Legacy Planning
- Trust Services
- Lifestyle Management
- Philanthropy
- Governance

Retirement Plan Advisory Services

IWC provides plan advisory services to company retirement plans (each a "Plan") and the sponsor of the Plan (herein the "Plan Sponsor"). Services are tailored to the size and complexity of the Plan and the needs of the Plan Sponsor and/or the participants in the Plan (each a "Plan Participant"), pursuant to the terms of the retirement plan advisory agreement. These services may include:

- Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management Services (Discretionary or Non-discretionary)
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance
- Vendor Analysis and Benchmarking

IWC may provide retirement plan advisory services on behalf of the Plan and Plan Sponsor on either a non-discretionary (under ERISA 3(21)) or a discretionary basis (under ERISA 3(38)). Further, the Advisor may also be engaged to provide investment management for the accounts of the Plan Participants.

Client Role and Obligations Relative to IWC's Advisory Services

IWC relies on forthright communication from its clients in order to provide them with investment services. It is imperative that clients be direct, honest and fulsome with their investment criteria, investment knowledge, holdings, goals, time horizon and other important factors. Clients are obliged to report changes in their financial situation, including the factors enumerated above as soon as possible.

C. Tailored Relationships

IWC makes available through its financial advisors, advisory services to meet most individual Client needs and objectives. It is the role of the financial advisor to meet with Clients and determine which option(s) are most suitable in assisting the Clients with meeting their investment needs. Certain programs available through IWC may be utilized by multiple Clients that have similar time horizons, needs and objectives. IWC offers Clients the ability to place restrictions on their advisory account(s). In general, the restrictions may include security type, specific securities, and cash balance requirement. Under certain situations a restriction may prevent IWC from providing investment choices to meet a client's needs. In the event a restriction does impair IWC's ability to manage a portfolio effectively the client engagement may be terminated under the terms of the contract.

D. Wrap Fee Programs

For some Clients, IWC may include the securities transaction fees together with investment advisory fees to provide the Client with a single, bundled fee structure. This combination of fees is typically referred to as a "Wrap Fee Program." IWC's Wrap Fee Program Brochure is included as Appendix 1 to this Disclosure Brochure solely to discuss the fees and potential conflicts associated with a bundled fee.

E. Assets Under Management

As of March 26, 2019, IWC manages approximately \$1,790,400,000 in assets, all of which are on a discretionary basis. Clients may request more current information at any time by contacting the Advisor. The Advisor endeavors to update its assets under management in this Brochure on a routine basis.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of IWC and the Client.

A. Fees for Advisory Services

Investment Advisory Services

Asset based investment advisory fees are paid in advance or arrears, on a quarterly basis. Whether the fees are paid in advance or arrears depends on the agreement between the client and the advisor and subject to the limitations of the custodian of the client's account, and/or the terms of the investment advisory agreement. Asset based investment advisory fees are charged at an annual rate ranging from 0.50% to 2.25% depending on several factors, including the overall the size of the relationship, the inclusion/exclusion of transaction fees and/or the complexity of the services to be provided. Fees are typically based on the market value of assets under management at the end of the prior quarter, but may at times, be offered as a fixed quarterly fee. The fee is negotiated between the client and the advisor. IWC does not maintain a static fee schedule – meaning that all advisory fees are customized to the individual needs of the client and the advisor. Some of IWC's advisors may adhere to a static fee schedule within the Company's stated asset based advisory fee range.

The asset-based investment advisory fee in the first quarter of service is prorated from the inception date of the Client's account[s] to the end of the first quarter. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by IWC will be independently valued

by the Custodian (as discussed in Item 12). IWC will not have the authority or responsibility to value portfolio securities.

Clients may make additions to and withdrawals from their accounts at any time, subject to IWC's right to terminate an account. Additions may be in cash or securities provided that IWC reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's accounts. Clients may withdraw account assets on notice to IWC, subject to the usual and customary securities settlement procedures. However, IWC designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. IWC may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

IWC's fees are exclusive of brokerage commissions, transaction fees, markups, markdowns, and other related costs and expenses which shall be incurred by the client. Clients will incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to IWC's fees.

Independent Manager Services

For Client accounts implemented through an Independent Manager, the Client's overall fees will often include IWC's asset-based investment advisory fee (as noted above) plus advisory fees and/or platform fees charged by the Independent Manager, as applicable. The Independent Manager may assume responsibility for calculating the Client's fees and deduct all fees from the Client's accounts. In such instances, IWC will not charge its fee separately on those assets. The Independent Manager will deduct both its advisory fees and/or platform fees and IWC's asset-based investment advisory fee on an arrears or advance basis, depending on the billing practices of the Independent Manager.

There are other fees and charges imposed by third parties that apply to investments in accounts managed by an Independent Manager. Some of these fees and charges are described below, and should be outlined in the Independent Manager's Brochure. The client will be charged commissions, markups, markdowns, or transaction charges by the broker-dealer who executes transactions in the account. There also are custodial related fees imposed by the custodian of assets for the program account. These additional fees and charges will be set out in the Independent Manager's Brochure and the agreements executed by the client at the time the account is opened.

There are other fees and charges imposed by third parties that apply to investments in Independent Manager-managed accounts. Some of these fees and charges are described below, and should be outlined in the Independent Manager's Brochure. The client will be charged commissions, markups, markdowns, or transaction charges by the broker-dealer who executes transactions in the account. There also are custodial-related fees imposed by the custodian of assets for the program account. These additional fees and charges will be set out in the Independent Manager's Brochure and the agreements executed by the client at the time the account is opened.

If assets are invested in mutual funds, ETFs or other pooled funds, there are two layers of advisory fees and expenses for those assets. Client will pay an advisory fee to the fund manager and other expenses as a shareholder of the fund. The client will also pay the Independent Manager advisory fee with respect to those assets. The mutual funds and ETFs available in the programs often may be purchased directly. Therefore, clients will avoid the second layer of fees by not using the advisory services of the Independent Manager and by making their own decisions regarding the investment.

A mutual fund in an Independent Manager managed account may pay an asset-based sales charge or service fee (e.g., 12b-1 fee) that is paid to the broker-dealer on the account. IWC and its financial advisors are not paid these fees

If client transfers into an Independent Manager-managed account a previously purchased mutual fund, and there is an applicable contingent deferred sales charge on the fund, client will pay that charge when the mutual fund is sold. If the account is invested in a mutual fund that charges a fee where a redemption is made within a specific time period after the investment, the client will be charged the redemption fee. If a mutual fund has a frequent trading policy, the policy can limit a client's transactions in shares of the fund (e.g., for rebalancing, liquidations, deposits or tax harvesting).

If client holds a UIT in an Independent Manager-managed account, UIT sponsors charge creation and development fees or similar fees.

If the Independent Manager-managed account is invested in a wrap fee program, clients should understand that the wrap fee may cost the client more than purchasing the program services separately. Factors that bear upon the cost of the account in relation to the cost of the same services purchased separately include the:

- type and size of the account;
- types of securities in the account;
- historical and or expected size or number of trades for the account; and
- number and range of supplementary advisory and client-related services provided to the client.

The investment products and services available to be purchased in the Independent Manager's program can be purchased by clients outside of the Independent Manager's program through IWC or through broker-dealers or other registered investment advisers not affiliated IWC or the Independent Manager.

Clients should be aware that securities transferred into an account may have been subject to a commission or sales load when the security was originally purchased. After transfer into an advisory account, client should understand that an advisory fee will be charged based on the total assets in the account, including the transferred security. When transferring securities into an account, client should consider and speak to the financial advisor about whether:

- a commission was previously paid on the security;
- the client wishes for the security to be managed as part of the account and be subject to an advisory fee; or
- the client wishes to hold the security in a brokerage account that is not managed and not subject to an advisory fee.

Family Office Services

Family office services clients will enter into a fixed fee engagement billed monthly or annually depending on the arrangement between the Advisor and the Client. Fees are determined in considering the nature and complexity of the services to be provided.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Asset based investment advisory fees may be a component of the family office services. These services are provided as described in Item 5, Investment Advisory Services discussed above.

Financial Planning Services

IWC offers financial planning services on either an hourly basis or as a fixed engagement fee. Hourly engagements are billed at a rate of up to \$500 per hour. Fixed fee engagements are negotiated based on the expected number of hours to complete the engagement at the negotiated hourly rate. Fees may be negotiable at the sole discretion of the Advisor, depending on the nature and complexity of services to be provided. An estimate for total hours and/or costs will be provided to the Client prior to engaging for these services.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, generally in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Fees are based on the market value of assets in the Plan at the end of each prior quarter or at a fixed quarterly fee. Fees range from 0.25% to 0.75% annually and may be negotiable depending on the size and complexity of the Plan. Certain Clients may have fee schedules that differ from the schedule above.

Retirement plan accounts custodied directly with a third party, such as a mutual fund company or insurance carrier shall be billed according to the billing practices of the third party as set forth in the third party's Brochure.

B. Fee Billing

Investment Advisory Services

Investment advisory fees are calculated by IWC or the Custodian and deducted from the Client's account[s]. The Client shall instruct the Custodian to automatically deduct the investment advisory fee from the Client's account[s] for each billing period and pay the investment advisory fee[s] to the Advisor. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with IWC at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting IWC to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Independent Managers

Client account[s] implemented through Independent Managers will be billed in accordance to the separate agreement[s] with the respective parties. These parties will typically add IWC's investment advisory fee and deduct the overall fee from the Client's accounts.

Financial Planning Services

Financial planning fees are invoiced up to 50% upon execution of the financial planning agreement with the balance due upon completion of the engagement deliverable[s]. Certain Clients may have their planning fees included with their overall investment advisory fees.

Family Office Services

Fee-based family office services are invoiced monthly or annually, as agreed to by the Advisor and the individual client.

Asset-based investment advisory fees are calculated by IWC either directly or through the services of its Custodian and deducted from the Client's account[s]. The Client shall instruct the Custodian to automatically deduct the investment advisory fee from the Client's account[s] for each billing period and pay the investment advisory fee[s] to the Advisor. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with IWC at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting IWC to be paid directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Retirement Plan Advisory Services

Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than IWC, in connection with investments made on behalf of the Client's accounts. IWC may include securities transactions costs as part of its overall advisory fees. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure. The inclusion of securities transaction fees into a single bundled fee may cost the Client more or less than if paid separately.

In addition, all fees paid to IWC for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client should review both the fees charged by the fund[s] and the fees charged by IWC to fully understand the total fees to be paid.

In most cases, multiple share classes of the same mutual fund are available for purchase. Some share classes of a fund charge higher internal expenses, whereas other share classes of a fund charge lower internal expenses. Institutional and advisory share classes typically have lower expense ratios and are less costly for a client to hold than Class A shares and other share classes that may be eligible for purchase in an advisory account. Mutual funds that offer institutional share classes, advisory share classes, and other share classes with lower expense ratios are available to investors who meet specific eligibility requirements that are described in the mutual fund's prospectus or its statement of additional information. These eligibility requirements include, but may not be limited to, investments meeting certain minimum dollar amounts and accounts that the fund considers qualified fee-based programs. It is also possible that the lowest cost mutual fund share class for a particular fund may not be offered through IWC's custodians or available for purchase within specific types of accounts. Clients should not assume that they will be invested in the share class with the lowest possible expense ratio or cost.

IWC urges clients to discuss with their financial advisor whether lower-cost share classes are available and appropriate given their expected holding period, amount invested, trading frequency, the amount of the advisory fee charged, whether the client will pay transaction charges for fund purchases and sales, whether clients will pay higher internal fund expenses in lieu of transaction charges that could adversely affect long-term performance, and relevant tax considerations. An advisor may recommend, select, or continue to hold a fund share class that charges clients higher internal expenses than other available share classes for the same fund.

Some mutual funds are "no transaction-fee" ("NTF") funds that do not assess transaction charges. Most NTF funds have higher internal expenses than funds that do not participate in an NTF program. These higher internal fund expenses are assessed to investors who purchase or hold NTF funds. Depending upon the frequency of trading and hold periods, NTF funds may cost you more, or may cost IWC or your financial advisor less, than mutual funds that assess transaction charges but have lower internal expenses. In addition, the higher internal expenses charged to clients who hold NTF funds will adversely affect the long-term performance of a client's account when compared to share classes of the same fund that assess lower internal expenses.

For those advisory programs that assess transaction charges to clients or to IWC, a conflict of interest exists because IWC has a financial incentive to recommend or select NTF funds that do not assess transaction charges

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but cost you more in internal expenses than funds that do assess transaction charges but cost you less in internal expenses.

In addition to reading this Brochure carefully, clients are urged to inquire whether lower-cost share classes are available and/or appropriate for their account in consideration of the client's expected investment holding periods, amounts invested, and anticipated trading frequency. Further information regarding fees and charges assessed by a mutual fund is available in the appropriate mutual fund prospectus.

D. Advance Payment of Fees and Termination

Investment Advisory Services

IWC is compensated for its investment advisory services in advance or arrears of the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. Clients can also terminate an investment advisory agreement within five business days of signing the agreement without incurring any penalty or fee. Upon termination, the Client shall be responsible for investment advisory fees up to and including the effective date of termination and the Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers

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

Financial Planning Services

IWC may be partially compensated for its financial planning services in advance the engagement (Please see "Item 5 – Fees and Compensation" above). Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for planning fees based on the hours incurred or in the event of a fixed fee, the percentage of the engagement completed. Upon termination, the Advisor will refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Family Office Services

IWC is compensated for family offices services through either a fixed fee or an asset-based fee. It may be partially compensated for its family office services in advance the engagement (Please see "Item 5 – Fees and Compensation" above). Either party may terminate the family office services agreement, at any time, by providing advance written notice to the other party. Upon termination, the Client shall be responsible for family office services fees based on: (i) in the event of a fixed fee, the percentage of the engagement completed; or (ii) in the event of an asset-based advisory fee, for the period that the services are tendered. Upon termination, the Advisor will refund any unearned, prepaid fees. The Client's family office services agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

IWC is compensated for its services in advance or arrears of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. The Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement[s] with the Advisor is non-transferable without the Client's written approval.

E. Compensation for Sales of Securities and Insurance

Advisory Persons of IWC may also be registered representatives of LPL Financial LLC ("LPL Financial"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a registered representative of LPL Financial, an Advisory Person may implement securities transactions under LPL Financial and not through IWC. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by an Advisory Person in one's capacity as a registered representative is separate and in addition to IWC's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. We mitigate this conflict in two ways. First, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Second, for a period of 18 months from the date of purchase of an investment for which the client paid a commission to an IWC Advisory Person in the Advisory Person's separate "registered representative" capacity, IWC will not include that asset in any asset based advisory fee calculation. Please see "Item 10 - Other Financial Industry Activities and Affiliations".

Advisory Persons may also be licensed as independent insurance professionals. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on the Client's needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Financial advisors may be provided with compensation upon joining IWC. This compensation can take the form of waived fees or income provided on a forgivable or repayable basis under the terms of a promissory note. This compensation is intended to assist the individual with transitioning their accounts and client relationships to IWC and/or to provide income for the financial advisor during a period of time when his or her income-making capacity is impacted by the account transition process. This creates a conflict of interest inasmuch as it provides an incentive for the financial advisor to transition accounts and client relationships to IWC.

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

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

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

Item 7 – Types of Clients

IWC offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. IWC generally does not impose a minimum size for establishing a relationship. However, smaller accounts may be subject to different investment selection and strategies. Further, Independent Manager[s] typically impose minimums on their investment strategies.

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

IWC use a variety of analysis methods, investment strategies and risk of loss when managing client assets.

A. Methods of Analysis

- Charting: The graphing of market variables, especially of stock prices and market averages. IARs may also chart other variables including commodity prices, interest rates, and trading volume in an attempt to determine trends and project future values.
- Fundamental: Analysis of security values grounded in basic factors such as earnings, balance sheet variables, and management quality. Attempts to determine the true value of a security, and, if the market price of the stock deviates from this value, to take advantage of the difference by acquiring or selling the stock. This analysis may involve investigating a firm's financial statements, visiting its managers, or examining how a particular industry is affected by changes in the economy.
- Tactical Analysis: The practice of using statistics to determine trends in security prices and make or recommend investment decisions based on those trends. Technical analysis does not attempt to determine the intrinsic value of securities, but instead focuses on matters such as trade volume, demand, and volatility.
- Technical Analysis: Analysis of past market movements and apply that analysis to the present conditions in an attempt to recognize recurring patterns of investor behavior and potentially predict future price movement.
- Cyclical Analysis: The practice of analyzing business cycles with the goal of finding advantageous times to buy or sell a security.
- Quantitative Analysis: Analysis of mathematical models in an attempt to obtain more accurate measurements of a company's value to potentially predict changes to that data.
- Qualitative Analysis: Subjective evaluation of non-quantifiable factors in an attempt to potentially predict changes to share price based on that data.
- Asset Allocation: Attempts to identify an appropriate ratio of asset classes that are consistent with the client's investment goals and risk tolerance.
- Mutual Fund and/or ETF Analysis: Evaluation of a variety of factors in an attempt to potentially predict the future performance of the mutual fund or ETF. IWC may consider, among other things, the experience, expertise, investment philosophy, and past performance to determine if the manager has demonstrated an ability to invest over a period of time and in different economic conditions. The IAR may monitor the manager's underlying holdings, strategies and concentrations.
- Third Party Money Manager Analysis: Evaluation of the experience, expertise, investment philosophies, and past performance of independent third-party investment managers in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. IWC may monitor the manager's underlying holdings, strategies and concentrations.
- Criteria-based Analysis: Evaluation of client-based risk profile derived from responses provided by the client on a questionnaire.

B. Investment Strategies

Taking into account the methods of analysis employed in a particular client circumstance, the investment strategies employed by IWC include but are not limited to the following.

- Long-term purchases: This strategy generally involves holding a security for at least a year and potentially longer.
- Short term purchases: This strategy generally involves holding a security for less than a year.
- Trading: This strategy generally involves selling securities within 30 days of purchasing.
- Short sales: This strategy usually, but not always, involves the sale of securities that are not owned by the seller in anticipation of profiting from a decline in the price of the securities.

- Margin transactions: This strategy involves using one's current holdings as collateral to buy additional securities. Clients must complete specific paperwork to allow for such trading to occur in their account(s).
- Option writing, including covered options, uncovered options or spreading strategies: Writing an option refers to the act of selling an option. An option is the right, but not obligation, to buy or sell a particular trading instrument at a specified price, on or before its expiration. When someone writes an option, they must deliver to the buyer a specified number of shares if the option is exercised. The writer has an obligation to perform a duty while the buyer has the option to take action. In the case of writing covered options the writer owns the security in advance of having to deliver should the buyer exercise the option. In the case of writing an uncovered option the seller does not own the security and would be subject to additional market risk should the option be executed. Spread strategies involve multiple options trading. Clients must complete additional documents in order to qualify for option trading.
- Tax abatement strategies: Customized investment advisory services structuring and maintaining portfolios of financial assets, appropriate to the specific client needs and objectives, and consistent with an assumed universal desire to minimize taxes.

IWC generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. IWC will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, IWC may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

C. Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. IWC will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. It is important to understand that no methodology or investment strategy is guaranteed to be successful or profitable. There are risks inherent in each type of analysis, including those listed above.

For example, a risk of any method of analysis that considers past performance as a predictor of future performance is that past performance is no guarantee of future results. Some methods of analysis, such as fundamental analysis, focus on identifying the value of the company, without considering external factors such as market movements. Failure to consider external factors presents a potential risk, as the price of a security may be impacted by the overall market, regardless of the economic and financial factors considered in evaluating the specific stock.

Other methods of analysis, such as technical analysis, evaluate external factors, but do not consider the underlying financial condition of a company. Failure to consider a company's underlying value presents a risk that a poorly-managed or financially unsound company may under-perform regardless of positive market movements.

A risk of investing with an Independent Manager who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as IWC does not control the underlying investments in an Independent Manager's portfolio, there is also a risk that a manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for clients. Moreover, as IWC does not control the Independent Manager's daily business and compliance operations, IWC may not be aware of any lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Most methods of analysis require your financial advisor to make one or more assumptions or subjective judgments. If any of the assumptions or judgments are incorrect or are not realized, then the analysis may be inaccurate. Finally, all of the methods of analysis described above rely on the assumption that all publicly-available sources of information are accurate and that the analysis is not compromised by inaccurate or misleading information.

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

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

Described below are some risks associated with investing and with some types of investments that IWC can recommend depending on the service provided.

- Long term purchases: General risk involved is opportunity risk. Opportunity risk is where by investing in one security you lose the potential to invest in something that may perform better in a shorter period.
- Short term purchases: When utilizing short term purchasing as a strategy the risk is that one may miss out on the long-term performance of a security. Additionally, there may be additional costs involved with this strategy that may hurt overall performance of the client portfolio.
- Trading: Frequent trading may impact a portfolio's performance through increased costs associated with the amount of activity occurring in the client account.
- Margin transactions: The major risks involving the use of margin transactions include market and interest rate risks. There are specific margin requirements set by the Federal Reserve and custodian. Generally, clients with approved margin can use 50% of their holdings. Clients must then maintain a maintenance margin. This is a percentage of the current market value of the securities in the account. If this percentage falls below 25%, clients will be required to either deposit additional funds or sell off securities to meet the requirement. The interest rate risk comes into play on the funds being borrowed. If interest rates increase, so will the cost associated with borrowing the funds to make the additional purchases. In the event a client does not meet their margin requirements, firms can sell off securities without contacting the client.
- Market Risk. This is the risk that the value of securities owned by an investor may go up or down, sometimes rapidly or unpredictably, due to factors affecting securities markets generally or particular industries.
- Interest Rate Risk. This is the risk that fixed income securities will decline in value because of an increase in interest rates; a bond or a fixed income fund with a longer duration will be more sensitive to changes in interest rates than a bond or bond fund with a shorter duration.
- Credit Risk. This is the risk that an investor could lose money if the issuer or guarantor of a fixed income security is unable or unwilling to meet its financial obligations.
- Issuer-Specific Risk. This is the risk that the value of an individual security or particular type of security can be more volatile than the market as a whole and can perform differently from the value of the market as a whole.
- Investment Company Risk. To the extent a client account invests in ETFs or other investment companies, its performance will be affected by the performance of those other investment companies. Investments in ETFs and other investment companies are subject to the risks of the investment companies' investments, as well as to the investment companies' expenses. If a client account invests in other investment companies, the client account may receive distributions of taxable gains from portfolio transactions by that investment company and may recognize taxable gains from transactions in shares of that investment company, which would be taxable when distributed.
- Concentration Risk. To the extent a client account concentrates its investments by investing a significant portion of its assets in the securities of a single issuer, industry, sector, country or region, the overall adverse impact on the client of adverse developments in the business of such issuer, such industry or

such government could be considerably greater than if they did not concentrate their investments to such an extent.

- Sector Risk. To the extent a client account invests more heavily in particular sectors, industries, or sub-sectors of the market, its performance will be especially sensitive to developments that significantly affect those sectors, industries, or sub-sectors. An individual sector, industry, or sub-sector of the market may be more volatile, and may perform differently, than the broader market. The several industries that constitute a sector may all react in the same way to economic, political or regulatory events. A client account's performance could be affected if the sectors, industries, or sub-sectors do not perform as expected. Alternatively, the lack of exposure to one or more sectors or industries may adversely affect performance.
- Alternative Strategy Mutual Funds. Certain mutual funds invest primarily in alternative investments and/or strategies. Investing in alternative investments and/or strategies may not be suitable for all investors and involves special risks, such as risks associated with commodities, real estate, leverage, selling securities short, the use of derivatives, potential adverse market forces, regulatory changes and potential illiquidity. There are special risks associated with mutual funds that invest principally in real estate securities, such as sensitivity to changes in real estate values and interest rates and price volatility because of the fund's concentration in the real estate industry. These types of funds tend to have higher expense ratios than more traditional mutual funds. They also tend to be newer and have less of a track record or performance history.
- Closed-End/Interval Funds. Clients should be aware that closed-end funds available within the program may not give investors the right to redeem their shares, and a secondary market may not exist. Therefore, clients may be unable to liquidate all or a portion of their shares in these types of funds. While the fund may from time to time offer to repurchase shares, it is not obligated to do so (unless it has been structured as an "interval fund"). In the case of interval funds, the fund will provide limited liquidity to shareholders by offering to repurchase a limited number of shares on a periodic basis, but there is no guarantee that clients will be able to sell all of the shares in any particular repurchase offer. The repurchase offer program may be suspended under certain circumstances.
- Exchange-Traded Funds (ETFs). ETFs are typically investment companies that are legally classified as open-end mutual funds or UITs. However, they differ from traditional mutual funds, in particular, in that ETF shares are listed on a securities exchange. Shares can be bought and sold throughout the trading day like shares of other publicly-traded companies. ETF shares may trade at a discount or premium to their net asset value. This difference between the bid price and the ask price is often referred to as the "spread." The spread varies over time based on the ETF's trading volume and market liquidity, and is generally lower if the ETF has a lot of trading volume and market liquidity and higher if the ETF has little trading volume and market liquidity. Although many ETFs are registered as an investment company under the Investment Company Act of 1940 like traditional mutual funds, some ETFs, in particular those that invest in commodities, are not registered as an investment company. ETFs may be closed and liquidated at the discretion of the issuing company.
- Exchange-Traded Notes (ETNs). An ETN is a senior unsecured debt obligation designed to track the total return of an underlying market index or other benchmark. ETNs may be linked to a variety of assets, for example, commodity futures, foreign currency and equities. ETNs are similar to ETFs in that they are listed on an exchange and can typically be bought or sold throughout the trading day. However, an ETN is not a mutual fund and does not have a net asset value; the ETN trades at the prevailing market price. Some of the more common risks of an ETN are as follows: The repayment of the principal, interest (if any), and the payment of any returns at maturity or upon redemption are dependent upon the ETN issuer's ability to pay. In addition, the trading price of the ETN in the secondary market may be adversely impacted if the issuer's credit rating is downgraded. The index or asset class for performance replication in an ETN may or may not be concentrated in a specific sector, asset class or country and may therefore carry specific risks. ETNs may be closed and liquidated at the discretion of the issuing company.
- Leveraged and Inverse ETFs, ETNs and Mutual Funds. Leveraged ETFs, ETNs and mutual funds, sometimes labeled "ultra" or "2x" for example, are designed to provide a multiple of the underlying index's return, typically on a daily basis. Inverse products are designed to provide the opposite of the return of the underlying index, typically on a daily basis. These products are different from and can be riskier than traditional ETFs, ETNs and mutual funds. Although these products are designed to provide returns that generally correspond to the underlying index, they may not be able to exactly replicate the

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performance of the index because of fund expenses and other factors. This is referred to as tracking error. Continual re-setting of returns within the product may add to the underlying costs and increase the tracking error. As a result, this may prevent these products from achieving their investment objective. In addition, compounding of the returns can produce a divergence from the underlying index over time, in particular for leveraged products. In highly volatile markets with large positive and negative swings, return distortions may be magnified over time. Some deviations from the stated objectives, to the positive or negative, are possible and may or may not correct themselves over time. To accomplish their objectives, these products use a range of strategies, including swaps, futures contracts and other derivatives. These products may not be diversified and can be based on commodities or currencies. These products may have higher expense ratios and be less tax-efficient than more traditional ETFs, ETNs and mutual funds.

- Options. Certain types of option trading are permitted in order to generate income or hedge a security held in the program account; namely, the selling (writing) of covered call options or the purchasing of put options on a security held in the program account. Client should be aware that the use of options involves additional risks. The risks of covered call writing include the potential for the market to rise sharply. In such case, the security may be called away and the program account will no longer hold the security. The risk of buying long puts is limited to the loss of the premium paid for the purchase of the put if the option is not exercised or otherwise sold by the program account.
- Structured Products. Structured products are securities derived from another asset, such as a security or a basket of securities, an index, a commodity, a debt issuance, or a foreign currency. Structured products frequently limit the upside participation in the reference asset. Structured products are senior unsecured debt of the issuing bank and subject to the credit risk associated with that issuer. This credit risk exists whether or not the investment held in the account offers principal protection. The creditworthiness of the issuer does not affect or enhance the likely performance of the investment other than the ability of the issuer to meet its obligations. Any payments due at maturity are dependent on the issuer's ability to pay. In addition, the trading price of the security in the secondary market, if there is one, may be adversely impacted if the issuer's credit rating is downgraded. Some structured products offer full protection of the principal invested, others offer only partial or no protection. Investors may be sacrificing a higher yield to obtain the principal guarantee. In addition, the principal guarantee relates to nominal principal and does not offer inflation protection. An investor in a structured product never has a claim on the underlying investment, whether a security, zero coupon bond, or option. There may be little or no secondary market for the securities and information regarding independent market pricing for the securities may be limited. This is true even if the product has a ticker symbol or has been approved for listing on an exchange. Tax treatment of structured products may be different from other investments held in the account (e.g., income may be taxed as ordinary income even though payment is not received until maturity). Structured CDs that are insured by the FDIC are subject to applicable FDIC limits.
- High-Yield Debt. High-yield debt is issued by companies or municipalities that do not qualify for "investment grade" ratings by one or more rating agencies. The below investment grade designation is based on the rating agency's opinion of an issuer that it has a greater risk to repay both principal and interest and a greater risk of default than those issuers rated investment grade. High yield debt carries greater risk than investment grade debt. There is the risk that the potential deterioration of an issuer's financial health and subsequent downgrade in its rating will result in a decline in market value or default. Because of the potential inability of an issuer to make interest and principal payments, an investor may receive back less than originally invested. There is also the risk that the bond's market value will decline as interest rates rise and that an investor will not be able to liquidate a bond before maturity.
- Hedge Funds and Managed Futures. Hedge and managed futures funds may be purchased by clients meeting certain qualification standards. Investing in these funds involves additional risks including, but not limited to, the risk of investment loss due to the use of leveraging and other speculative investment practices and the lack of liquidity and performance volatility. In addition, these funds are not required to provide periodic pricing or valuation information to investors and may involve complex tax structures and delays in distributing important tax information. Client should be aware that these funds are not liquid as there is no secondary trading market available. At the absolute discretion of the issuer of the fund, there may be certain repurchase offers made from time to time. However, there is no guarantee that client will be able to redeem the fund during the repurchase offer.
- Business Development Companies (BDCs). BDCs are typically closed-end investment companies. Some

BDCs primarily invest in the corporate debt and equity of private companies and may offer attractive yields generated through high credit risk exposures amplified through leverage. As with other high-yield investments, such as floating-rate/leveraged loan funds, private real estate investment trusts ("REITs") and limited partnerships, investors are exposed to significant market, credit and liquidity risks. In addition, fueled by the availability of low-cost financing, BDCs run the risk of over-leveraging their relatively illiquid portfolios. Due to the illiquid nature of non-traded BDCs, investors' exit opportunities may be limited only to periodic share repurchases by the BDC at high discounts.

- Variable Annuities. If client purchases a variable annuity that is part of the program, client will receive a prospectus and should rely solely on the disclosure contained in the prospectus with respect to the terms and conditions of the variable annuity. Client should also be aware that certain riders purchased with a variable annuity may limit the investment options and the ability to manage the subaccounts. Additionally, the decision to liquidate an annuity prior to its maturity date may result in surrender charges and a complete loss of certain benefits for which significant fees may have previously paid to the annuity issuer.
- Company Stock. If company stock is available as an investment option to client in a retirement plan, and if client chooses to invest in company stock, client should understand the risks associated with holding company stock in a retirement plan. These risks may include, but are not necessarily limited to, lack of liquidity, over-dependency on client's employer, and less flexibility to change the allocation of plan assets. Client should pay careful consideration to the benefits of a diversified portfolio. Although diversification is not a guarantee against loss, it can be an effective strategy to help manage investment risk.

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

Item 9 – Disciplinary Information

There are no legal, regulatory or disciplinary events involving IWC or any of its Supervised Persons. IWC values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284656.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

Advisory Persons of IWC are also registered representatives of LPL Financial. In an Advisory Person's separate capacity as a registered representative, the Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person of IWC. Neither IWC nor an Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative. Certain Advisory Persons may have received financial support from LPL Financial in the transition of Client accounts to LPL.

Under supervision by LPL Financial, LPL Financial may have access to certain confidential information of the Client, including those Clients that do not establish accounts at LPL Financial, including, but not limited to financial information, investment objectives, transactions and holdings information. Please see our Privacy Policy, which is included with this Disclosure Brochure. If you would like a copy of LPL Financial's privacy policy, please request one through your financial advisor or by e-mailing operations@ifpadvisor.com.

The individuals that are licensed as registered representatives of LPL Financial are subject to regulations that restrict them from conducting securities transactions away from LPL Financial without written authorization from LPL Financial. Clients should, therefore, be aware that for accounts where LPL Financial serves as the custodian, IWC is limited to offering services and investment vehicles that are approved by LPL Financial, and

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may be prohibited from offering services and investment vehicles that may be available through other broker/dealers and custodians.

As a result of the fact that certain of IWC's personnel are licensed with LPL Financial, it is responsible for supervising certain activities of IWC to the extent IWC manages assets at a broker/dealer and custodian other than LPL Financial. LPL Financial charges a fee for this oversight. This presents a conflict of interest in that IWC has a financial incentive to recommend that you maintain your account with LPL Financial rather than another custodian in order to avoid the oversight fee. However, to the extent IWC recommends you use LPL Financial for such services, it is because IWC believes that it is in your best interest to do so based on the quality and pricing of the execution, benefits of an integrated platform for brokerage and advisory accounts, and other services provided by LPL Financial.

Insurance Agency Affiliations

Advisory Persons of IWC may serve as licensed insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with IWC. As insurance professionals, Advisory Persons may receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer insurance products from any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made the Advisor or its Advisory Persons.

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

A. Code of Ethics

IWC has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with IWC (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. IWC and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of IWC associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (781) 890-3045.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

IWC allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, employees of IWC may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by thorough review and reporting of personal securities transactions by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While IWC allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. At no time will any associated person of IWC, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodians

IWC does not have discretionary authority to select the broker-dealer/custodian (herein the “Custodian”) for custody and execution services. The Client will engage the Custodian to safeguard Client assets and authorize it to direct trades to the Custodian as agreed in the investment advisory agreement, unless otherwise directed by the Client. Factors that IWC considers in making broker-dealers or custodians available to Clients include such entity’s financial strength, reputation, execution, pricing, and service.

Many of IWC’s Advisory Persons are also registered representatives of LPL Financial and are limited in the Custodian in which they can recommend to Clients. In general, Advisory Persons registered with LPL Financial recommend that Clients establish accounts at LPL Financial. Advisory Persons affiliated with LPL Financial as registered representatives may also recommend that Clients utilize TD Ameritrade Institutional, a division of TD Ameritrade, Inc. (“TD Ameritrade”), Charles Schwab & Co. (“Charles Schwab”), or Fidelity Brokerage Services LLC (Fidelity”) as its “qualified custodian” in appropriate circumstances.

Advisory Persons that are not affiliated with LPL Financial as registered representatives will typically recommend that Clients establish accounts at TD Ameritrade, Charles Schwab, or Fidelity.

While IWC receives economic benefits from its Custodians, we believe they provide quality execution and related services for our Clients at competitive prices. Price is not the sole factor IWC considers in evaluating best execution and the recommendation of the Custodian. IWC also considers the quality of the brokerage services provided by the Custodians, including each firm’s reputation, execution capabilities, commission rates, and responsiveness to our Clients and our firm.

Clients are free to use whatever broker-dealer/custodian they choose to implement financial planning recommendations. For investment advisory services by Advisory Persons also affiliated with LPL Financial as registered representatives, IWC would be required to obtain permission to use a broker-dealer or custodian other than LPL Financial due to the oversight role LPL Financial assumes over those Advisory Persons. Please see Item 14 – Client Referrals and Other Compensation.

The final decision to custody assets with any of the Advisor’s Custodians is at the discretion of the Advisor’s clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor, plan participant or IRA accountholder. IWC is independently owned and operated and not affiliated with its Custodians. The Custodians provide IWC with access to their institutional trading and custody services, which are typically not available to their retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. The Custodians’ services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

The Custodians also makes available to IWC other products and services that benefit IWC but may not benefit its clients’ accounts. These benefits may include national, regional or IWC specific educational events organized and/or sponsored by the Custodian. Other potential benefits may include occasional business entertainment of IWC personnel by personnel of the Custodian, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist IWC in managing and administering clients’ accounts. These include software and other technology (and related technological training) that provide access to client account data

(such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of IWC's fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of IWC's accounts, including accounts not maintained at the Custodian providing the services. The Custodians also make available to IWC other services intended to help IWC manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, a Custodian may make available, arrange and/or pay vendors for these types of services rendered to IWC by independent third parties. A Custodian may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to IWC.

These support services are provided by the Custodians to IWC based on the overall relationship with the Advisor. It is not the result of soft dollar arrangements or any other express arrangements with the Custodians on whole or individually. IWC anticipates that it will continue to receive these support services regardless of the volume of client transactions executed by IWC or its clients with the Custodian. Clients do not pay more because of these arrangements. While, as a fiduciary, IWC endeavors to act in its clients' best interests, IWC's recommendation that clients maintain their assets in accounts at a given Custodian may be based in part on the benefit to IWC of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by the Custodian, which creates a potential conflict of interest.

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

1. Soft Dollars - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. IWC does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor and its Advisory Persons do receive certain benefits from the Custodians. Please see above and Item 14 – Client Referrals and Other Compensation.

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

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

B. Aggregating and Allocating Trades

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

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons and home office personnel of IWC. The CCO also has oversight of investment advisory processes. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

B. Causes for Reviews

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

C. Review Reports

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

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by IWC

Participation in Institutional Advisor Platform

IWC has established institutional relationships with the Custodians (LPL Financial, Charles Schwab, TD Ameritrade and Fidelity) to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with the Custodians, or, in some cases cash compensation to defray the cost of these items that are procured directly by the Advisor. The software and related systems support or cash payments may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish these economic benefits. Additionally, the Advisor may receive the following benefits from the Custodians: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; financing services, receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Certain Advisory Persons of the Advisor may have received financial support from LPL Financial during the transition of Client accounts to LPL Financial. This financial support is typically provided in the form a forgivable loan from LPL Financial, whereby LPL Financial may not require repayment of the loan if the Advisory Person maintains its affiliation with LPL Financial and maintains an agreed upon level of assets.

B. Client Referrals from Solicitors

If a Client is introduced to IWC by an unaffiliated referrer (herein a "Solicitor"), IWC may pay the Solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act as well as any applicable state securities regulations. Referral fees are paid solely from IWC's investment advisory fees and will not result in any additional charges or higher fees to the Client. The Solicitor will provide the Client with a copy of IWC's

Disclosure Brochure along with a Solicitor's Disclosure Statement containing the terms and conditions of the solicitation arrangement including compensation.

Item 15 – Custody

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

Item 16 – Investment Discretion

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

Item 17 – Voting Client Securities

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

Item 18 – Financial Information

Neither IWC, nor its management, have any adverse financial situations that would reasonably impair the ability of IWC to meet all obligations to its Clients. Some of IWC's investment advisors have been subject to a bankruptcy or other financial compromise in the past. IWC does not believe that any of these events would reasonably impair the ability of IWC or its investment advisers to meet the needs of their clients.

We also encourage you to independently view the background of your investment adviser on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his or her full name.

IWC is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

Integrated Wealth Concepts LLC **(also d/b/a Integrated Financial Partners)**

Form ADV Part 2A Appendix 1 **(“Wrap Fee Program Brochure”)**

Effective: March 29, 2019

This Form ADV 2A - Appendix 1 (“Wrap Fee Program Brochure”) provides information about the qualifications and business practices of Integrated Wealth Concepts LLC (also d/b/a Integrated Financial Partners and herein “IWC” or the “Advisor”) services when offering services pursuant to a wrap program. This Wrap Fee Brochure shall always be accompanied by the IWC Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete IWC Disclosure Brochure or you have any questions about the contents of this Wrap Fee Brochure or the IWC Disclosure Brochure, please contact us at (781) 890-3045.

IWC is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information through IWC to assist you in determining whether to retain the Advisor.

Additional information about IWC and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 284656.

Item 2 – Material Changes

This Wrap Fee Program Brochure discusses the wrap fee program offered by IWC.

Material Changes

This amendment to the Wrap Fee Program Brochure includes the following amendments that you may deem material to you.

- IWC included a greater discussion in Item 4 of the types of wrap fee programs sponsored by IWC or one of its custodian broker-dealers, LPL Financial and the conflicts of interest that arise from the manner in which IWC's financial advisors are compensated.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or by our firm CRD# 284656. You may also request a copy of this Wrap Brochure at any time, by contacting us at (781) 890-3045.

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Item 4 – Services Fees and Compensation

A. Services

Integrated Wealth Concepts LLC (“IWC” or the “Advisor”) provides customized wealth advisory services for its Clients. The IWC Wrap Fee Program (the “Wrap Fee Program”) is an investment advisory program sponsored by IWC whereby IWC includes normal securities transaction fees with its investment advisory fees to provide Clients with a single overall fee. The IWC Wrap Fee Program Brochure is provided solely as a disclosure when IWC includes securities transaction fees as part of its overall investment advisory fee (as detailed in Item 5 of the Disclosure Brochure). In addition, IWC provides advisory services through certain programs sponsored one of its custodians, LPL Financial LLC (LPL), a registered investment advisor and broker-dealer. Below is a brief description of each IWC Wrap Fee Program and LPL advisory wrap fee program available to clients of IWC. For more information regarding the LPL programs, including more information on the advisory services and fees that apply, the types of investments available in the programs and the potential conflicts of interest presented by the programs please see the program account packet (which includes the account agreement and LPL Form ADV program brochure) and the Form ADV, Part 2A of LPL or the applicable program.

A wrap fee program offers clients a fee structure that includes, as a single fee, the securities transaction costs for trading in Client accounts along with the investment advisory fees earned by IWC. The securities regulations often refer to such a structure as a “Wrap Fee Program”.

This Wrap Fee Program Brochure will reference back to the IWC Disclosure Brochure in which this Wrap Fee Program Brochure is an Appendix. This Wrap Fee Program Brochure will always be provided in connection with the Disclosure Brochure. In addition, as noted above, Clients should refer to the LPL Form ADV wrap program brochure and the Form ADV, Part 2A of LPL or the applicable program for more details on the LPL wrap fee programs.

The IWC Wrap Fee Program

The IWC Wrap Fee program consists of the Destination Portfolios®, which are sponsored by IWC and of which IWC is the portfolio manager. The Destination Portfolios® are a series of model portfolio that are managed by IWC's Chief Investment Officer. The Destination Portfolios® are designed to accommodate different time horizons risk tolerances and investment objectives. For some of these portfolios, the Chief Investment Officer leverages the expertise of other money managers such as Blackrock, J.P. Morgan & Company, Julex Capital Management or Dimensional Fund Advisors.

The Destination Portfolios® require minimum account values as set forth on the following chart.

Destination Portfolio® Series	Account Minimum
Opportunistic Bond	\$10,000
Classic	\$50,000
Factor	\$50,000
Enhanced	\$50,000
Passive	\$50,000
Alternatives	\$10,000
Focused	\$175,000 or \$500,000 ¹
Dynamic	\$75,000
Opportunistic	\$50,000

¹ The Focused Series models have either a \$175,000 or \$500,000 account minimum, depending on the specific model.

LPL Wrap Fee Programs

Manager Access Select Program

Manager Access Select provides clients access to the investment advisory services of professional portfolio management firms for the individual management of client accounts. Advisor will assist client in identifying a third-party portfolio manager (Portfolio Manager) from a list of Portfolio Managers made available by LPL. The Portfolio Manager manages client's assets on a discretionary basis. IWC will provide initial and ongoing assistance regarding the Portfolio Manager selection process.

A minimum account value of \$50,000 is required for Manager Access Select, however, in certain instances, the minimum account size may be higher.

Optimum Market Portfolios Program (OMP)

OMP offers clients the ability to participate in a professionally managed asset allocation program using Optimum Funds shares. Under OMP, client will authorize LPL on a discretionary basis to purchase and sell Optimum Funds pursuant to investment objectives chosen by the client. Advisor will assist the client in determining the suitability of OMP for the client and assist the client in setting an appropriate investment objective. Advisor will have discretion to select a mutual fund asset allocation portfolio designed by LPL consistent with the client's investment objective. LPL will have discretion to purchase and sell Optimum Funds pursuant to the portfolio selected for the client. LPL will also have authority to rebalance the account.

A minimum account value of \$10,000 is required for OMP. In certain instances, LPL will permit a lower minimum account size.

Personal Wealth Portfolios Program (PWP)

PWP offers clients an asset management account using asset allocation model portfolios designed by LPL. IWC will have discretion for selecting the asset allocation model portfolio based on client's investment objective. IWC will also have discretion for selecting third party money managers, mutual funds and ETFs within each asset class of the model portfolio. LPL will act as the overlay portfolio manager on all PWP accounts and will be authorized to purchase and sell on a discretionary basis mutual funds, ETFs and equity and fixed income securities.

A minimum account value of \$250,000 is required for PWP. In certain instances, LPL will permit a lower minimum account size.

Model Wealth Portfolios Program (MWP)

MWP offers clients a professionally managed mutual fund asset allocation program. IWC will obtain the necessary financial data from the client, assist the client in determining the suitability of the MWP program and assist the client in setting an appropriate investment objective. IWC will initiate the steps necessary to open an MWP account and have discretion to select a model portfolio designed by LPL's Research Department consistent with the client's stated investment objective. LPL's Research Department or third-party portfolio strategists are responsible for selecting the mutual funds or ETFs within a model portfolio and for making changes to the mutual funds or ETFs selected.

The client will authorize LPL to act on a discretionary basis to purchase and sell mutual funds and ETFs and to liquidate previously purchased securities. The client will also authorize LPL to effect rebalancing for MWP accounts.

MWP requires a minimum asset value for a program account to be managed. The minimums vary depending on the portfolio(s) selected and the account's allocation amongst portfolios. The lowest minimum for a portfolio is \$25,000. In certain instances, a lower minimum for a portfolio is permitted.

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<http://www.ifpadvisor.com>

Small Market Solution (SMS) Program

Under SMS, LPL Research (a team of investment professionals within LPL) creates and maintains a series of different investment menus ("Investment Menus") consisting of a mix of different asset classes and investment vehicles ("investment options") for clients that sponsor and maintain participant-directed defined contribution plans ("Plan Sponsors"). The Plan Sponsor is responsible for selecting the Investment Menu that it believes is appropriate based on the demographics and other characteristics of the Plan and its participants. LPL Research is responsible for the selection and monitoring of the investment options made available through Investment Menus ("Fiduciary Selection Services"). The investment options that are offered through SMS are limited to the specific investments available through the record keeper that the Plan Sponsor selects. The Plan Sponsor may only select an Investment Menu in its entirety and does not have the option to remove or substitute an investment option.

If the Plan is subject to ERISA, LPL will be a "fiduciary" and serve as "investment manager" (as that term is defined in section 3(38) of ERISA) in connection with the Fiduciary Selection Services. None of the services offered under SMS other than the Fiduciary Selection Services will constitute "investment advice" under 3(21)(A)(ii) of ERISA, or otherwise cause LPL or IWC to be deemed a fiduciary.

In addition to the Fiduciary Selection Services, Plan Sponsor may also select from a number of non-fiduciary consulting services available under SMS that are provided by IWC. These consulting services may include, but are not limited to: general education, and support regarding the Plan and the investment options selected by Plan Sponsor; assistance regarding the selection of, and ongoing relationship management for, record keepers and other third-party vendors; Plan participant enrollment support; and participant-level education regarding investment in the Plan. These consulting services do not include any individualized investment advice to the Plan Sponsor or Plan participants with respect to Plan assets, and LPL and IWC do not act as fiduciaries under ERISA in providing such consulting services.

Guided Wealth Portfolios (GWP)

GWP offers clients the ability to participate in a centrally managed, algorithm-based investment program, which is made available to users and clients through a web-based, interactive account management portal ("Investor Portal"). Investment recommendations to buy and sell open-end mutual funds and exchange-traded funds are generated through proprietary, automated, computer algorithms (collectively, the "Algorithm") of Xulu, Inc., doing business as FutureAdvisor ("FutureAdvisor"), based upon model portfolios constructed by LPL and selected for the account as described below (such model portfolio selected for the account, the "Model Portfolio"). Communications concerning GWP are intended to occur primarily through electronic means (including but not limited to, through email communications or through the Investor Portal), although IWC will be available to discuss investment strategies, objectives or the account in general in person or via telephone.

A preview of the Program (the "Educational Tool") is provided for a period of up to forty-five days to help users determine whether they would like to become advisory clients and receive ongoing financial advice from LPL, FutureAdvisor and IWC by enrolling in the advisory service (the "Managed Service"). The Educational Tool and Managed Service are described in more detail in the GWP Program Brochure. Users of the Educational Tool are not considered to be advisory clients of LPL, FutureAdvisor or IWC, do not enter into an advisory agreement with LPL, FutureAdvisor or IWC, do not receive ongoing investment advice or supervisions of their assets, and do not receive any trading services.

A minimum account value of \$5,000 is required to enroll in the Managed Service.

IWC offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses (each referred to as a "Client"). Please see Item 4 of the Disclosure Brochure for details regarding IWC's investment management services.

B. Program Costs

Advisory Services provided by IWC pursuant to a wrap fee structure may cost the Client more or less than purchasing these types of investment management services separately. When IWC absorbs normal securities transactions fees, IWC may have a financial incentive to limit the transactions in Client accounts, as each trade will increase costs to IWC. The costs of the Wrap Fee Program vary depending on services to be provided to each Client.

Investment advisory fees are paid quarterly, in advance or arrears of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees, inclusive of the wrap fee are charged at an annual rate ranging from 0.5% to 2.25% depending on several factors, including the overall size of the relationship and the complexity of the services to be provided. Fees are based on the market value of assets under management at the end of the prior quarter but may at times, be offered as a fixed quarterly fee. The investment advisory fee in the first quarter of service is prorated from the inception date of the Client's account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by IWC will be independently valued by the Custodian. IWC will not have the authority or responsibility to value portfolio securities.

The wrap fees assessed on IWC Wrap Fee Program accounts is .29%. For details on the wrap fees associated with the LPL wrap fee programs, please refer to LPL's Form ADV 2A brochure and its supplements.

C. Fees

The IWC Wrap Fee Program fee and LPL wrap fee program fee includes typical securities trading costs incurred in connection with the discretionary investment management services provided by IWC. Whether the fees are paid in advance or arrears depends on the agreement between the client and the advisor and subject to the limitations of the custodian of the client's account, and/or the terms of the investment advisory agreement. Securities transaction fees for Client-directed trades may be charged to the Client. Clients engaging IWC under this Wrap Fee Program will typically pay a higher overall investment advisory fee but will not be responsible for securities transaction fees for their accounts. Clients should discuss the expected level of trading in the Client's account[s] to determine whether to engage IWC under this Wrap Fee Program or pay for securities transaction fees separately. Fees may be negotiable at the sole discretion of IWC.

Clients may also incur certain fees or charges imposed by third parties, which are not included as part of the Wrap Fee. Such other fees, which can include, markups, markdowns, managers fees, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Such charges, fees and commissions are exclusive of and in addition to IWC's fees and are not included in IWC's Wrap Fee. IWC does not receive any portion of such fees.

In addition, all fees paid to IWC for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee as a shareholder in a fund. Please see Item 5.C. of the Disclosure Brochure. Such charges, fees and commissions are exclusive of and in addition to IWC's fees and are not included in IWC's Wrap Fee. IWC does not receive any portion of such fees.

D. Potential Conflicts of Interest and Compensation

IWC is the sponsor and portfolio manager of the IWC Wrap Fee Program and a participant in the LPL wrap fee programs. IWC receives investment advisory fees paid by Clients for investment advisory services covered under these wrap fee program.

Depending on, among other things, the type and size of the account, type of securities held in the account, changes in its value over time, the ability to negotiate fees or commissions, the historical or expected size or

number of transactions, and the number and range of supplementary advisory and client-related services provided to the client, the amount of this compensation may be more or less than what IWC would receive if the client participated in other programs, or paid separately for investment advice, brokerage and other services.

The account fee may be higher than the fees charged by other investment advisors for similar services.

Clients should consider the level and complexity of the advisory services to be provided when negotiating the account fee (or the advisor fee portion of the account fee, as applicable) with IWC. With regard to accounts utilizing third-party portfolio managers under aggregate, all-in-one account fee structures (including MAS and PWP), because the portion of the account fee retained by IWC varies depending on the portfolio strategist fee associated with a portfolio, IWC has a financial incentive to select one portfolio instead of another portfolio.

Item 5 – Account Requirements and Types of Clients

IWC offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, and businesses. IWC generally does not impose a minimum account size for establishing a relationship except where set forth in Item 4 above. Please see Item 7 of the Disclosure Brochure for additional information.

Item 6 – Portfolio Manager Selection and Evaluation

A. Portfolio Manager Selection

IWC serves as the sponsor and as the portfolio manager for the IWC Wrap Fee Program. IWC does not select third-party advisors to manage the Wrap Fee Program but may recommend or implement Client portfolios using Independent Managers.

B. Related Persons

IWC personnel or affiliates serve as portfolio manager[s] for services under the IWC Wrap Fee Program. IWC does not act as portfolio manager for any third-party wrap fee programs.

C. Supervised Persons

IWC Supervised Persons serve as portfolio managers for the IWC Wrap Fee Program described in this Wrap Fee Program Brochure. Please refer to the Items 4 and 8 of the Disclosure Brochure for details on the services provided by IWC. For information related to the background of IWC supervised persons, please see Items 9 and 11 of the Disclosure Brochure.

Performance-Based Fees

IWC does not charge performance-based fees for its investment advisory services. The fees charged by IWC are as described in “Item 5 – Fees and Compensation” above and are not based upon the capital appreciation of the funds or securities held by any Client. IWC does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients. Please see Item 6 of the Disclosure Brochure.

Methods of Analysis

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Brochure) for details on the research and analysis methods employed by the Advisor.

Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. IWC will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8. of the Disclosure Brochure.

Proxy Voting

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

Item 7 – Client Information Provided to Portfolio Managers

IWC is the sponsor and sole portfolio manager for the IWC Wrap Fee Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for the IWC Wrap Fee Program. Please also see the IWC Privacy Policy (included after this Wrap Fee Program Brochure).

Item 8 – Client Contact with Portfolio Managers

IWC is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at IWC.

Item 9 – Additional Information

A. Disciplinary Information and Other Financial Industry Activities and Affiliations

Disciplinary Information

There are no legal, regulatory or disciplinary events involving IWC or any of its Supervised Persons. IWC values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. You may search by our firm name or by our CRD #284656.

Other Financial Activities and Affiliations

Please see Items 10 and 14 of the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Brochure).

B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Code of Ethics

IWC has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all Supervised Persons associated with IWC. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. IWC and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of IWC Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (781) 890-3045.

Review of Accounts

Investments in Client accounts are monitored on a regular and continuous basis by Advisory Persons and home office-based personnel at IWC. Details of the review policies and practices are provided in Item 13 of the Form ADV Part 2A – Disclosure Brochure.

Other Compensation

As noted throughout this Disclosure Brochure, Advisory Persons of IWC may also be registered representatives of LPL Financial and/or licensed insurance professionals. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the Item 10 of the Disclosure Brochure.

Participation in Institutional Advisor Platform - IWC has established institutional relationships with LPL Financial, TD Ameritrade, Charles Schwab, and Fidelity to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationships with LPL Financial, Charles Schwab, TD Ameritrade and Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a potential conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Custodians: financial start-up support; reimbursement to Clients for transfer costs to the platform/custodian; receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Client Referrals from Solicitors

IWC may engage and compensate unaffiliated third-party referral sources (a "solicitor") for Client referrals. Clients will not pay a higher fee to IWC as a result of such payments to a solicitor. The Advisor shall enter into an agreement with the solicitor, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into the advisory agreement.

Financial Information

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

Privacy Policy

Effective Date: March 29, 2019

Our Commitment to You

Integrated Wealth Concepts LLC (also d/b/a Integrated Financial Partners and herein "IWC" or the "Advisor") is committed to safeguarding the use of personal information of our Client's (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

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

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

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

Why you need to know?

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

What information do we collect from you?

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

What Information do we collect from other sources?

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

How do we protect your information?

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

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

How do we share your information?

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

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share non-public personal information with non-affiliated third parties (such as administrators, broker-dealers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. IWC shares Client information with LPL Financial due to the oversight LPL Financial has over certain supervised persons of the Advisor. You may also contact us at any time for a copy of the LPL Financial Privacy Policy.	Yes	No
Marketing Purposes IWC does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where IWC or the Client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
Information About Former Clients IWC does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

State-specific Regulations

Massachusetts	In response to a Massachusetts law, Clients must "opt-in" to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account[s].
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Changes to our Privacy Policy

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

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

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (781) 890-3045.