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**FORM ADV PART 2A
BROCHURE**

This brochure provides information about the qualifications and business practices of Williams Wealth Management Group. If you have any questions about the contents of this brochure, please contact us at 941-756-4500. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Williams Wealth Management Group is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Williams Wealth Management Group is 147341.

Williams Wealth Management Group is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since the filing of our last annual updating amendment, dated March 20, 2024, we have the following material changes to report:

- Williams Wealth Management Group, Inc. has transitioned to registration with the United States Securities and Exchange Commission from its prior registration at the state level.
- We removed Item 19 Requirements for State Registered Advisers and Item 20 Additional Information due to the firm achieving SEC registration in 2024.

Williams Wealth Management Group, Inc. Chief Compliance Officer, Derek R. Williams, remains available to address any questions that a client or prospective client may have regarding this Brochure and the arrangements described below.

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Item 4 Advisory Business

Description of Services and Fees

Williams Wealth Management Group Inc. (WWMG) is a registered investment adviser based in Bradenton, Florida. WWMG is organized as a corporation under the laws of the State of Florida since 2007. Derek R. Williams is our principal owner. Our investment advisory services are based on our proprietary process - Williams Wealth 360 - an objective and unbiased view of our clients' personal and business planning needs.

We offer personalized investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, foundations, endowments, corporations, and other business entities. Currently, we offer the following services:

Private Wealth Services

- Integrated Wealth Management
- Investment Portfolio Management
- Personal Financial Planning and Consulting

Business Solutions

- Business Planning and Consulting
- Integrated 401(k)
- Other Advisory Services

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Williams Wealth Management Group Inc. (WWMG) and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person or Investment Adviser Representative throughout this brochure. As used in this brochure, our Associated Persons or Investment Adviser Representatives are our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

Integrated Wealth Management Services

Our Integrated Wealth Management service combines personalized financial planning, investment portfolio management; either discretionary or non-discretionary, and coordinated consulting with a team of advisors including attorneys, accountants, insurance and real estate professionals. Financial Planning and Coordinated Consulting are delivered to the extent specifically requested by each client. Integrated Wealth Management Services are offered to our clients with investable assets valued at over \$250,000 and include the following:

- Personal Financial Planning
- Customized Portfolio Design and Management
- WealthPlan - Personal Financial Website
- Coordinated Consulting with Professional Advisors

Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for wealth management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We will use the information we gather to develop a strategy that enables our firm to give you continuous and

focused investment advice and/or to make investments on your behalf. As part of our wealth management services, we may customize an investment portfolio for you according to your risk tolerance and investing objectives. We may also invest your assets using a predefined strategy, or we may invest your assets according to one or more model portfolios developed by our firm. Once we construct an investment portfolio for you, or select a model portfolio, we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and in your financial circumstances.

While model portfolios may be utilized for some accounts, for most clients investment portfolios are individually designed. Additionally, financial planning, estate planning, tax planning, and risk management planning services are generally delivered upon client engagement for such services, with planning issues prioritized and then addressed, either all at one time or over the course of several conferences. Integrated Wealth Management clients are offered a quarterly conference with your advisor to review any changes to your financial situation, the investment portfolio upon which advice is provided, and planning issues.

If you participate in our discretionary wealth management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

Investment Portfolio Management Service

Our Investment Portfolio Management service may encompass one or all of the following items:

- Custom Designed Portfolios
- Targeted Risk Managed Portfolios
- Third Party Money Managers
- Client Directed Portfolios

We offer discretionary and non-discretionary portfolio management services. Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for investment advisory services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information (the "suitability information") at the beginning of our advisory relationship. We will assess your present financial situation, future projections and financial desires to complete a realistic, flexible plan that you can use as a guide for all investment decisions. Your investment policy statement should be reviewed regularly to ensure they continue to reflect your current needs and sentiments.

We may suggest model portfolios, third party money managers (see below) and securities and/or indexes that meet your asset allocation objectives while operating within your desired risk parameters. We search each asset class universe of managers with emphasis on diversification of style (e.g. value-oriented managers versus growth managers versus large capitalization managers, etc.).

In order to ensure your portfolio performs as expected according to the guidelines of your investment policy statement, we regularly monitor your investment performance, asset allocation mix and investment style. Investment Portfolio Management clients are offered online access to accounts and at least an annual review.

If you participate in our discretionary investment portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the engagement agreement you sign with our firm, a limited power of attorney, or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account.

Selection of Other Advisers

As part of our investment advisory services including Integrated Wealth Management Services and Investment Portfolio Management Services, we may recommend that you use the services of a third party money manager ("MM") to manage your entire, or a portion of your, investment portfolio. After gathering information about your financial situation and objectives, we will recommend that you engage a specific MM or investment program. Factors that we take into consideration when making our recommendation(s) include, but are not limited to, the following: the MM's performance, methods of analysis, fees, your financial needs, investment goals, risk tolerance, and investment objectives. We will periodically monitor the MM(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives.

The MM(s) will actively manage your portfolio and will assume discretionary investment authority over your account. We may assume discretionary authority to hire and fire MM(s) and/or reallocate your assets to other MM(s) where we deem such action appropriate.

Personal Financial Planning and Consulting Services

We offer financial planning and consulting services on a stand-alone separate fee basis. Financial planning and consulting services are delivered to the extent specifically requested by each client. Financial Planning will typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. If you retain our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. We may also use financial planning software to determine your current financial position and to define and quantify your long-term goals and objectives. Once we specify those long-term objectives (both financial and non-financial), we will develop shorter-term, targeted objectives. Once we review and analyze the information you provide to our firm and the data derived from our financial planning software, we will deliver a plan to you, designed to help you achieve your stated financial goals and objectives.

We provide our personal financial planning and consulting clients with an extensive range of advice that may include the following areas:

- Retirement Income Planning
- Cash Flow Analysis
- Tax Strategy
- Insurance Gap Analysis
- Estate Planning and Trust Services
- College Education
- Asset Protection
- Asset Allocation
- Divorce Consulting
- Sudden Wealth

Before engaging WWMG to provide Financial Planning and Consulting services, clients are required to enter into a Financial Planning and Consulting client engagement agreement with WWMG setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and a portion of the fee that is due from the client before WWMG commences services.

If requested by the client, WWMG may recommend the services of other professionals for implementation purposes. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from WWMG. **Please note:** If the client engages any such recommended professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional.

Financial planning and consulting is based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

Clients are under no obligation to act on our financial planning recommendations. Should a client choose to act on any of our recommendations, they are not obligated to implement the financial plan through any of our other services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

Business Solutions

For our clients who are business owners, we offer a variety of customized Business Solutions. These services may include some modular and/or consultative financial planning functions in addition to management of the plan's investment portfolio. Depending on your company's needs, you may choose one or a combination of the following services: Integrated 401(k), Retirement Plan Portfolio Management, Retirement Plan Benchmarking, Retirement Plan Consulting, Executive Compensation, Key Person Insurance, Business Succession Planning, Buy/Sell Agreements, and New Business Structure.

Business Planning and Consulting

We offer financial planning services to businesses separate and apart from personal financial planning. Our services may include general consulting or any of the following:

- 401(k) Plan Benchmarking
- Retirement Plan Consulting
- Executive Compensation
- Key Person Insurance
- Business Succession
- Buy-Sell Agreements
- New Business Structure

401(k) Plan Benchmarking

We offer 401(k) Plan Benchmarking service which includes a Plan Fee Comparison and Investment Fee Comparison against the peer group. We will provide a plan benchmarking report that is designed to help you meet your fiduciary duty as a plan sponsor.

Retirement Plan Consulting

We offer retirement plan design and consulting services to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection and investment options, education services to plan participants, investment performance monitoring, and/or ongoing consulting. These retirement plan consulting services will generally be non-discretionary and advisory in nature. The ultimate decision to act on behalf of an employee retirement plan shall remain with the plan sponsor or other named fiduciary.

We may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as:

- Diversification
- Asset allocation
- Risk tolerance
- Time horizon

Our educational workshops may include other investment-related topics specific to the particular plan. The scope of these services, as well as the fees, are negotiated on a case-by-case basis. We also offer consulting services to retirement plan participants. This service primarily involves assisting plan participants with asset allocation and securities selection within their respective company retirement plan.

Executive Compensation

We assist in the establishment of a compensation program that will help you incentivize and retain key employees.

Key Person Insurance

We offer consulting services and key person insurance products to protect your business against the sudden loss of key employee(s).

Business Succession

We offer assistance services in the development and implementation of a strategy to ensure a tax efficient transfer of ownership of your business in the event of disability or death.

Buy-Sell Agreements

We offer assistance services in developing a strategy that will seamlessly transition ownership of a company as a result of a sale or the unexpected death of a business partner.

New Business Structure

Through our financial planning process, we assist in helping you understand the benefits of the different types of business structures and develop a plan that will benefit you and your business.

Integrated 401(k)

We offer an Integrated 401(k) service that assists in the design, review, and management of your company's retirement plan. Our services are offered on either a discretionary or non-discretionary basis. The services provided in the Integrated 401(k) may include one, several or all of the following areas:

- Comprehensive Plan Review - includes total cost analysis, fee transparency and plan benchmarking
- Preparation of Investment Policy Statement
- Investment selection and monitoring
- Section 3(21) under ERISA services
- Section 3(38) under ERISA services
- Non-Fiduciary Plan Education and Enrollment Services
- Plan design review
- Ongoing assessment of fiduciary risks
- Education and guidance services for plan participants
- Annual investment analysis and review
- Request for Proposal ("RFP") search services
- RFP design, vendor analysis, coordination of finals meetings
- Coordination with your plan attorneys and auditors
- General resource for plan operations

General - Advisory Services to Retirement Plans and Plan Participants

As disclosed above, we offer various levels of advisory and consulting services to employee benefit plans ("Plan") and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors in meeting their management and fiduciary obligations to Participants under the Employee Retirement Income Securities Act ("ERISA"). Pursuant to adopted regulations of the U.S. Department of Labor, we are required to provide the Plan's responsible plan fiduciary (the person who has the authority to engage us as an investment adviser to the Plan) with a written statement of the services we provide to the Plan, the compensation we receive for providing those services, and our status (which is described below).

The services we provide to a Plan are described above, and in the engagement agreement. Our compensation for these services is described below, in Item 5, and also in the engagement agreement. We do not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants, unless the plan sponsor directs us to deduct our fee from the plan or directs the plan record-keeper to issue payment for our fee out of the plan. If we receive any other compensation for such services, we will (i) offset the compensation against our stated fees, and (ii) we will promptly disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you.

Status

Williams Wealth Management Group is registered as an investment adviser under the laws of the state of Florida and represents that it is not subject to any disqualification as set forth in Section 411 of ERISA.

In performing fiduciary services, we are acting either as a non-discretionary fiduciary of the Plan as defined in Section 3(21) under ERISA, or as a discretionary fiduciary of the plan as defined in Section 3(38) under ERISA.

Types of Investments

We primarily offer advice on equity securities, corporate debt securities, certificates of deposit, municipal securities, mutual funds, exchange traded funds, variable annuities, variable life insurance, US Government securities, and interest in partnerships investing in real estate, oil and gas interests.

Additionally, we may advise you on any type of investment that we deem appropriate based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

IRA Rollover Recommendations

Effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you. When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

We benefit financially from the rollover of your assets from a retirement account to an account that we manage or provide investment advice, because the assets increase our assets under management and, in turn, our advisory fees. As a fiduciary, we only recommend a rollover when we believe it is in your best interest.

Assets Under Management

As of February 15, 2024, we provide continuous management services for \$119,370,000 in client assets on a discretionary basis, and \$0 in client assets on a non-discretionary basis.

Item 5 Fees and Compensation

Integrated Wealth Management Services

Our fees for Integrated Wealth Management are based on the following blended fee schedule:

<u>Portfolio Size</u>	<u>Annualized Fee*</u>
First \$100,000	1.50%
Next \$150,000	1.25%
Next \$750,000	1.00%
Next \$1,000,000	0.75%
Next \$3,000,000	0.50%
Over \$5,000,000	Negotiable

*The household account minimum is \$250,000 and is negotiable based on individual circumstances. Our minimum annual fee for Integrated Wealth Management is \$3,000. The total advisory fee charged will not exceed 3% of your assets under management.

*We may also charge:

- Client Directed Portfolio - In the event that you choose a Client Directed Portfolio where the client decides which investments to purchase/sell, additional annualized fees of 0.50% may be added to the above investment advisory fee schedule.
- Direct Invoicing – Our portfolio management system includes the convenience of direct debit billing. In the event clients elect direct invoicing whereby payment of fees will be made via electronic means, we may charge a processing fee of up to 5% of the invoice amount.

Our annual Integrated Wealth Management fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter. If the engagement agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the fee is payable in proportion to the number of days in the quarter for which you are a client. Our fee is negotiable, depending on individual client circumstances.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above. We generally require a \$250,000 minimum of investable assets for our integrated wealth management program. At our discretion, this minimum may be waived or lowered.

We will invoice you directly for the payment of our fees or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian.
- We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, and the specific manner in which the fee was calculated.
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account including the amount of the advisory fee paid directly to our firm.

You may terminate the engagement agreement within five days from the date of acceptance without penalty to you. After the five-day period, either you or the firm may terminate the engagement agreement upon written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the engagement agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian please call our main office number located on the cover page of this brochure.

Investment Portfolio Management Service

Our fees for Investment Portfolio Management are either a blended annual tiered fee or a negotiable fixed fee which will be selected at the time of our engagement. Our blended annual tiered schedule is listed below. If a negotiable fixed fee is selected it will not exceed 3% of the value of the assets under our management. For all other accounts, our blended fee schedule is as follows:

<u>Portfolio Size</u>	<u>Annualized Fee*</u>
First \$100,000	1.50%
Next \$150,000	1.25%
Next \$750,000	1.00%
Next \$1,000,000	0.75%
Next \$3,000,000	0.50%
Over \$5,000,000	Negotiable

*We may also charge:

- Client Directed Portfolio - In the event that you choose a Client Directed Portfolio where the client decides which investments to purchase/sell, additional annualized fees of 0.50% may be added to the above investment advisory fee schedule.
- Direct Invoicing – Our portfolio management system includes the convenience of direct debit billing. In the event clients elect direct invoicing whereby payment of fees will be made via electronic means, we may charge a processing fee of up to 5% of the invoice amount.

Our annual investment advisory fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter. If the engagement agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable, depending on individual client circumstances.

In certain instances where clients are recommended to invest in Class F-2 shares of American Funds (the "Funds"), the fees shall be debited as follows:

- Fees shall be calculated by American Funds Service Company ("AFS") for each quarterly period ending the last business day of February, May, August and November and shall be the product of (i) the average daily net asset value of Client assets invested in shares of the Funds through the program during the quarter; (ii) the number of days in the quarter; and (iii) the rate agreed to by the parties divided by the number of days in the year. The fees shall be paid within thirty (30) days following the end of the quarter for which such fees are payable.

In such cases the fees will be debited from the Funds the client holds with AFS as opposed to being directly debited from the client's account held with the client's custodian.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above. We generally require a \$50,000 minimum to open and maintain an investment advisory account. At our discretion, this minimum may be waived or lowered.

We will invoice you directly for the payment of our fees or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian.
- We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, and the specific manner in which the fee was calculated.
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account including the amount of the advisory fee paid directly to our firm.

You may terminate the engagement agreement within five days from the date of acceptance without penalty to you. After the five-day period, either you or the firm may terminate the engagement agreement upon written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the engagement agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian please call our main office number located on the cover page of this brochure.

Selection of Other Advisers

Advisory fees charged by third party money managers ("MMs") are separate and apart from our advisory fees. Assets managed by MMs will be included in calculating our advisory fee, which is based on the fee schedule set forth in the "Integrated Wealth Management Services" and "Investment Portfolio Management Service" sections above. Advisory fees that you pay to the MM are established and payable in accordance with the brochure provided by each MM to whom you are referred and/or as disclosed to you in new account opening documents and/or proposals. These fees may or may not be negotiable. You should review the recommended MM's brochure or other relevant documents and take into consideration the MM's fees along with our fees to determine the total amount of fees associated with this program.

In some cases, MMs may be engaged in a sub-advisory capacity with our firm whereby we engage the MM directly to provide investment advisory services. In other cases, you may be required to sign an agreement directly with the recommended MM(s). In such cases, you may terminate your advisory

relationship with the MM according to the terms of your agreement with the MM. You should review each MM's this brochure for specific information on how you may terminate your advisory relationship with the MM and how you may receive a refund, if applicable. You should contact the MM directly for questions regarding your advisory agreement with the MM.

Personal Financial Planning and Consulting Services

Our Personal Financial Planning and Consulting Services are offered at either an hourly fee of \$250 or a \$2,500 minimum fixed fee. Our fee is negotiable depending on the scope and complexity of the plan, your situation, and your financial objectives. We may charge a processing fee of up to 5% of the invoice amount for electronic payments. An estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee. Typically, financial planning fees are payable in advance, however, other fee payment arrangements may be negotiated.

After we deliver your financial plan, we offer ongoing financial planning services on a retainer basis. These services may include periodic meetings to review your progress towards your goals, asset performance review, implementation services, and updates to the existing plan. Our annual retainer fee is a fixed fee with a minimum of \$1,000 and is payable in advance, however, other fee payment arrangements may be negotiated. Your fee will be based on your financial situation and the scope of services to be provided. The Proposed Planning Schedule will detail the scope of services to be provided, the overall fees, and fee payment schedule.

You may terminate the engagement agreement within five days from the date of acceptance without penalty to you. After the five-day period, either you or the firm may terminate the engagement agreement upon written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the engagement agreement, which means you will incur advisory fees based on the work performed prior to termination. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Business Solutions

The compensation arrangement for these services will be negotiated with the plan sponsor or named fiduciary and will be dependent upon the services selected.

Business Planning and Consulting

Business Planning and Consulting fees for services outside of plan asset management are negotiated on a case-by-case basis. The terms, fees, and scope of these services will be clearly set forth prior to the executed engagement agreement. These fees are determined as follows:

We charge an hourly fee of \$250 with a minimum fee of \$2,500. Our fee is negotiable depending on the scope and complexity of the plan, your situation, and your financial objectives. An estimate of the total time/cost will be determined at the start of the relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee. Typically, Business Planning and Consulting fees are payable in advance, however, other fee payment arrangements may be negotiated.

We offer you continuing business consulting services on a retainer basis. These services may include periodic meetings to review your progress towards your goals, asset performance review, implementation services, and updates to the existing plan. Our annual retainer fee is a fixed fee with a minimum of \$1,000. Your fee will be based on your financial situation and the scope of services to be

provided. Fees are payable in advance. In the event you decide to engage our firm for business consulting services, you will be required to enter into a written engagement agreement with us describing the scope of the services to be provided and the fees to be paid.

Integrated 401(k)

Integrated 401(k) fees are based on the following blended fee schedule for plan assets:

<u>Portfolio Size</u>	<u>Annualized Fee*</u>
First \$500,000	0.75%
Next \$500,000	0.60%
Next \$4,000,000	0.40%
Next \$5,000,000	0.30%
Next \$10,000,000	0.25%
Over \$20,000,000	Negotiable

*ERISA 3(21) portfolio management clients are charged a negotiable annual fee ranging up to 0.75%. ERISA 3(38) portfolio management clients are charged a negotiable annual fee ranging up to 0.25%. We charge a minimum annual fee of \$1,500 for ERISA 3(21) portfolio management services and a minimum annual fee of \$3,000 for Integrated 401(k) services. The minimum fees may be waived in our sole discretion.

Fees are billed and paid quarterly in advance based on the value of the Plan's assets on the last day of the previous quarter. In some cases fees may be billed and payable quarterly in arrears based on the value of the Plan's assets on the last day of the quarter. If our services are retained in the middle of a quarter, the fee for such quarter will be calculated on a pro rata basis, based upon the number of days remaining in the quarter.

We will send you an invoice for the payment of our advisory fee, or we will deduct our fee directly from the sponsor's/plan participant's account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

- You provide our firm with written authorization permitting the fees to be paid directly from your account held by the qualified custodian.
- We send you an invoice showing the amount of the fee, the value of the assets on which the fee is based, and the specific manner in which the fee was calculated.
- The qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account including the amount of the advisory fee paid directly to our firm.

We encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian.

You may terminate the engagement agreement within five days from the date of acceptance without penalty to you. After the five-day period, either you or the firm may terminate the engagement agreement upon written notice to the other party. You will incur a pro rata charge for services rendered prior to the termination of the engagement agreement, which means you will incur advisory fees based on the work performed prior to termination. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses.

You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to the "Brokerage Practices" section of this brochure.

We may trade client accounts on margin. Each client must sign a separate margin agreement *before* margin is extended to that client account. Fees for advice and execution on these securities are based on the total asset value of the account, which includes the value of the securities purchased on margin. While a negative amount may show on a client's statement for the margined security as the result of a lower net market value, the amount of the fee is based on the absolute market value. This could create a potential conflict of interest where we may have an incentive to encourage the use of margin to create a higher market value and therefore receive a higher fee. The use of margin may also result in interest charges in addition to all other fees and expenses associated with the security involved.

In the event you miss a scheduled appointment without 24 hour notification, we reserve the right to charge you one hour at our current hourly rate of \$250.

Compensation for the Sale of Other Investment Products

Persons providing investment advice on behalf of our firm are licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a potential 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 your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

IRA Rollover Considerations

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of:

An employee will typically have four options:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your representative of your former employer's plan, your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
 - a. Employer retirement plans generally have a more limited investment menu than IRAs.
 - b. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
 - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
 - b. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 73.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
 - a. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

Williams Wealth Management Group, Inc. Chief Compliance Officer, Derek R. Williams, remains available to address any questions that a client or prospective client may have regarding this Brochure and the arrangements described herein.

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

We do not accept performance-based fees or participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Our fees are calculated as described in the "Advisory Business" section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We offer advisory services to individuals, pension and profit sharing plans, trusts, estates, non-profit organizations, corporations, and other business entities.

For minimum account sizes and fees, please refer to Item 5 above.

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

Our Methods of Analysis and Investment Strategies

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- *Charting Analysis* - involves the gathering and processing of price and volume information for a particular security. This price and volume information is analyzed using mathematical equations. The resulting data is then applied to graphing charts, which is used to predict future price movements based on price patterns and trends.
- *Technical Analysis* - involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks. The risk of market timing based on technical analysis is that charts may not accurately predict future price movements. Current prices of securities may reflect all information known about the security and day to day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.
- *Fundamental Analysis* - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company's industry. The resulting data is used to measure the true value of the company's stock compared to the current market value. The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.
- *Cyclical Analysis* - a type of technical analysis that involves evaluating recurring price patterns and trends. Economic/business cycles may not be predictable and may have many fluctuations between long term expansions and contractions. The lengths of economic cycles may be difficult to predict with accuracy and therefore the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.
- *Modern Portfolio Theory (MPT)* - a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets. Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.
- *Long Term Purchases* - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year. Using a long-term purchase strategy generally assumes the Financial Markets will go up in the long-term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the

overall Financial Markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

- *Short Term Purchases* - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations. Using a short-term purchase strategy generally assumes that we can predict how Financial Markets will perform in the short-term which may be very difficult. There are many factors that can affect Financial Market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.
- *Margin Transactions* - a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan. If the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock in order to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial horizon, financial information, liquidity needs, and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio.

If we select a third party advisor (MM) for you, we will not perform quantitative or qualitative analysis of individual securities. Instead, we will advise you on how to allocate your assets among various classes of securities through MMs. We primarily rely on investment model portfolios and strategies developed by the MMs and their portfolio managers. We may replace a MM if there is a significant deviation in characteristics or performance from the stated strategy and/or benchmark.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the FIFO (First-In First-Out) accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Recommendation of Particular Types of Securities

As disclosed under the "Advisory Business" section in this brochure, we offer advice on many types of securities; however, we primarily recommend mutual funds (including no-load and load-waived funds) and exchange traded funds. Since each client has different needs and different tolerance for risk, we may recommend other types of investments as appropriate for you. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

Mutual Funds and Exchange Traded Funds: Mutual funds and exchange traded funds ("ETF") are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

ETFs may have tracking error risks. For example, the ETF investment adviser may not be able to cause the ETF's performance to match that of the its Underlying Index or other benchmark, which may negatively affect the ETF's performance. In addition, for leveraged and inverse ETFs that seek to track the performance of their Underlying Indices or benchmarks on a daily basis, mathematical compounding may prevent the ETF from correlating with performance of its benchmark. In addition, an ETF may not have investment exposure to all of the securities included in its Underlying Index, or its weighting of investment exposure to such securities may vary from that of the Underlying Index. Some ETFs may invest in securities or financial instruments that are not included in the Underlying Index, but which are expected to yield similar performance.

In instances where we recommend that a third party manage your assets, please refer to the third party's ADV and associated disclosure documents for details on their investment strategies, methods of analysis and associated risks.

Item 9 Disciplinary Information

Neither our firm nor any of our Associated Persons has any reportable disciplinary information.

Item 10 Other Financial Industry Activities and Affiliations

Licensed Insurance Agents

Persons providing investment advice on behalf of our firm may be licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a potential 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 your needs. However, you are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm.

Currently, our firm's Investment Adviser Representatives spend the majority (more than 50%) of their professional time providing investment advisory services for fee-based compensation through our firm even though they are able to affect securities and insurance transactions for commission compensation as well.

Affiliated Consultant

We are under common control and ownership with FiduciaryShield, LLC which provides pension administration, consulting and other services to qualified retirement plans. We may recommend that clients engage FiduciaryShield to provide services. Lower fees may be available from other consultants providing similar services. Given the relationship between the two firms, we have a conflict of interest in recommending the services of FiduciaryShield, LLC. You are under no obligation to use the services of FiduciaryShield any may use the consultant of your choice.

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

Description of Our Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics includes guidelines for professional standards of conduct for our Associated Persons. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All of our Associated Persons are expected to adhere strictly to these guidelines. Our Code of Ethics also requires that certain persons associated with our firm submit reports of their personal account holdings and transactions to a qualified representative of our firm who will review these reports on a periodic basis. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this brochure.

Participation or Interest in Client Transactions

Neither our firm nor any of our Associated Persons has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A potential conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this potential conflict of interest, it is our policy that neither our Associated Persons nor we shall have priority over your account in the purchase or sale of securities.

Item 12 Brokerage Practices

The custodian and brokers we use

Charles Schwab & Co.

We do not maintain custody of your assets that we manage, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15—Custody, below). Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. We recommend that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian.

We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian.

We do not open the account for you, although we may assist you in doing so. Not all advisors require their clients to use a particular broker-dealer or other custodian selected by the advisor. Even though your account is maintained at Schwab, and we anticipate that most trades will be executed through Schwab, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs").

How we select brokers/custodians

We seek to recommend Schwab, a custodian/broker that will hold your assets and execute transactions. When considering whether the terms that Schwab provides are, overall, most advantageous to you when compared with other available providers and their services, we take into account a wide range of factors, including:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds [ETFs], etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, security and stability
- Prior service to us and our clients
- Services delivered or paid for by Schwab
- Availability of other products and services that benefit us, as discussed below (see "Products and services available to us from Schwab")

Your brokerage and custody costs

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program. Schwab charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities

sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute most trades for your account.

We are not required to select the broker or dealer that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers or dealers.

Although we are not required to execute all trades through Schwab, we have determined that having Schwab execute most trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How we select brokers/custodians"). By using another broker or dealer you may pay lower transaction costs.

Products and services available to us from Schwab

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like us. They provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to Schwab retail customers. However, certain retail investors may be able to get institutional brokerage services from Schwab without going through us.

Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Schwab's support services:

Services that benefit you. Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets.

The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services that do not directly benefit you. Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts and operating our firm. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

Services that generally benefit only us. Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology and business needs
- Consulting on legal and related compliance needs

- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. Schwab also provides us with other benefits, such as occasional business entertainment of our personnel. If you did not maintain your account with Schwab, we would be required to pay for these services from our own resources.

Our Interest in Schwab's Services

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. These services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The fact that we receive these benefits from Schwab is an incentive for us to recommend the use of Schwab rather than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that taken in the aggregate, our recommendation of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services (see "How we select brokers/ custodians") and not Schwab's services that benefit only us.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Directed Brokerage

We routinely recommend, but do not require, that you direct our firm to execute transactions through Schwab. As such, we may be unable to achieve the most favorable execution of your transactions and you may pay higher brokerage commissions than you might otherwise pay through another broker-dealer that offers the same types of services. Some, but not all, advisers require their clients to direct brokerage.

Block Trades

Transactions for each client generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Item 13 Review of Accounts

Integrated Wealth Management Reviews

Your assigned Investment Adviser Representative will monitor your accounts on an ongoing basis, and will offer to meet with you at least quarterly and upon your request to ensure that the advisory services provided to you and/or the portfolio mix are consistent with your stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

We will provide you with additional or regular written reports in conjunction with account reviews. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, etc. You will receive trade confirmations and monthly or quarterly statements from your account custodian(s).

Investment Portfolio Management Reviews

Your assigned Investment Adviser Representative will monitor your accounts on an ongoing basis, and offer to meet with you at least annually to ensure that the advisory services provided to you and/or the portfolio mix are consistent with your stated investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

We will provide you with additional or regular written reports in conjunction with account reviews. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, etc. You will receive trade confirmations and monthly or quarterly statements from your account custodian(s).

Financial Planning and Consulting Reviews

Your assigned Investment Adviser Representative will review your financial plan periodically upon your request to ensure that the planning advice is consistent with your current/stated investment needs and objectives. Written updates to the financial plan will be provided in conjunction with the review. We will not provide regular written reports to you.

Business Planning and Consulting Reviews

Your assigned Investment Adviser Representative will review your plan periodically upon your request to ensure that the planning advice is consistent with your current/stated investment needs and objectives. Written updates to the financial plan will be provided in conjunction with the review. We will not provide regular written reports to you.

Item 14 Client Referrals and Other Compensation

We participate in the Charles Schwab & Co., Inc. ("Schwab") member FINRA/SIPC. Schwab is an unaffiliated SEC-registered broker-dealer and FINRA member. Schwab offers independent investment advisers services, which include custody of securities, trade execution, clearance, and settlement of transactions. We receive some benefits from Schwab through its participation in the program. Our firm and/or Associated Persons may receive benefits such as assistance with conferences and educational meetings from product sponsors.

There is no direct link between our participation in the Program and the investment advice we give to clients, although we receive economic benefits through our participation in the Program that are typically not available to Schwab retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving adviser participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to client accounts); the ability to have advisory fees deducted directly from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. Schwab may also have paid for business consulting and professional services received by our related persons.

Some of the products and services made available by Schwab may benefit us but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at Schwab. Other services made available by Schwab are intended to help us manage and further develop our business enterprise. The benefits we receive through participation in the program/platform do not depend on the amount of brokerage transactions directed to Schwab.

As part of its fiduciary duties to clients, our firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by our firm or its related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of Schwab for custody and brokerage services.

Charles Schwab & Co., Inc - Institutional

We receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab. You do not pay more for assets maintained at Schwab as a result of these arrangements. However, we benefit from the referral arrangement because the cost of these services would otherwise be borne directly by us. You should consider these conflicts of interest when selecting a custodian. The products and services provided by Schwab, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices).

As disclosed previously, persons providing investment advice on behalf of our firm are licensed insurance agents. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the "Fees and Compensation" section.

Item 15 Custody

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy. We will also provide statements to you reflecting the amount of advisory fee deducted from your account.

You should compare our statements with the statements from your account custodian(s) to reconcile the information reflected on each statement. If you have a question regarding your account statement, or if you did not receive a statement from your custodian, please contact us directly at the telephone number on the cover page of this brochure.

Associated Persons of our firm may serve as trustees to certain accounts for which we also provide investment advisory services. In all cases, the Associated Person has been appointed trustee as a result of a family or personal relationship with the trust grantor and/or beneficiary and not as a result of employment with our firm. Therefore, we are not deemed to have custody over the advisory accounts for which our Associated Persons serve as trustee.

Item 16 Investment Discretion

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and/or trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to the "Advisory Business" section in this brochure for more information on our discretionary management services.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Item 17 Voting Client Securities

Proxy Voting

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

Item 18 Financial Information

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$1,200 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

t with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Please contact our main office at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

Massachusetts clients: Our firm is not allowed to share any information which qualifies as private information unless the investor specifically agrees to having the information shared or "opts in".

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. For accounts custodied at Schwab, if a profit results from correcting the trade, all net gains (positive error accounts balances resulting from trade corrections) will be moved to a Schwab error account and subsequently donated to charity.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.