



Glover Park Wealth Management, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: February 15, 2024

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Glover Park Wealth Management, LLC ("Glover Park" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (202) 926-3636.

Glover Park is a registered investment advisor located in the District of Columbia. The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("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 about Glover Park to assist you in determining whether to retain the Advisor.

Additional information about Glover Park and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 309793.

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Item 2 – Material Changes

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Glover Park. For convenience, we have combined these documents into a single disclosure document.

Glover Park 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. Glover Park 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

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor's primary office address is 14 Ridge Square NW Suite 468, Washington, D.C. 20016.
- The Advisor's mailing address is 14 Ridge Square NW 3rd Floor, Washington, D.C. 20016.

Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

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 the Advisor's firm name or CRD# 309793. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (202) 926-3636.

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Item 4 – Advisory Services

A. Firm Information

Glover Park Wealth Management, LLC (“Glover Park” or the “Advisor”) is a registered investment advisor located in the District of Columbia. Glover Park was organized as a Limited Liability Company (“LLC”) under the laws of the District of Columbia in July 2020 and became a registered investment advisor in August 2020. Glover Park is owned and operated by Michael T. Jobe (Principal and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Glover Park.

B. Advisory Services Offered

Glover Park offers investment advisory services to: individuals, high net worth individuals, trusts, estates, corporations, and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the 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. Glover Park’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Investment Management Services

Glover Park 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 financial planning services. Glover Park works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to design a portfolio strategy. Glover Park will then construct an investment portfolio, consisting of exchange-traded funds (“ETFs”) and/or mutual funds to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, corporate bonds, municipal bonds, government bonds, treasury bills, agency bonds, high yield bonds, certificate of deposits, options, certain speculative investments, and other types of investments, as appropriate, to meet the needs of its Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Glover Park’s investment strategies are primarily long-term focused, but the Advisor 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. Glover Park 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.

Glover Park evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Glover Park may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Glover Park may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against the market movement. Glover Park 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, changes in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

At no time will Glover Park accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 - Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

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Retirement Accounts – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

Financial Planning Services

Glover Park will typically provide a variety of financial planning and consulting services to Clients, pursuant to a written financial planning agreement. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives.

Generally, such financial planning services involve preparing a formal financial plan or rendering a specific 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: Trust and Estate Planning, Retirement Planning, Liability Management, Risk Management, Legacy Planning, Cash Flow and Savings Planning, Charitable Planning, Insurance Planning, Retirement Plan Consulting, Business Planning and Succession, Education Planning, Federal Benefits Analysis, Concentrated Stock Positions, Option Hedging and other areas of a Client’s financial situation.

A financial plan developed for, or financial consultation rendered 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.

Glover Park may also refer Clients to an accountant, attorney, or other specialists, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the 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 (6) months of contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations may pose a 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.

Retirement Plan Advisory Services

Glover Park provides retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring

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- Investment Oversight and Due Diligence (ERISA 3(21))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

These services are provided by Glover Park serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Glover Park's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

C. Client Account Management

Prior to engaging Glover Park to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority, and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Glover Park, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Glover Park will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation, and tolerance for risk for each Client.
- Portfolio Construction – Glover Park will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Glover Park will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Wrap Fee Programs

Glover Park does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Glover Park.

E. Assets Under Management

As of December 31, 2023 Glover Park manages \$90,990,713 in Client assets, \$54,851,537 of which is managed on a discretionary basis and \$36,139,176 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter one or more written agreements with the Advisor.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range from 0.65% to 1.25% annually. Fees are negotiated with the Client based on several factors, including, but not limited to: the complexity of the services to be provided to the Client; the level of assets to be managed; the inclusion of planning or consulting services; and/or the overall relationship with the Advisor. Clients with multiple objectives; specific reporting and meeting requirements; investment restrictions; lower account balances and/or other complexities may be charged a higher fee rate.

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The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. The Advisor's fees are negotiable. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Glover Park will be independently valued by the Custodian. Glover Park will not have the authority or responsibility to value portfolio securities. The Advisor will conduct periodic reviews of the Custodian's valuations.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction fees, custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Financial Planning Services

Glover Park offers financial planning services either on an hourly basis or a fixed engagement fee. Hourly engagements are billed at a rate of \$300 per hour. Fixed engagement fees typically range from \$2,500 to \$5,000. Fees are negotiable and are based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and/or total costs will be provided to the Client prior to engaging for these services.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 1.25% and are billed in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan fees are based on the market value of assets in the Plan at the end of the prior calendar quarter. Fees are negotiable depending on the size and complexity of the Plan.

B. Fee Billing

Investment Management Services

Investment advisory fees are calculated by the Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the start of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Glover Park 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. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value, and the methodology used to calculate the fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Glover Park to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Financial Planning Services

Financial planning fees are invoiced by the Advisor and are due upon completion of the agreed-upon deliverable[s]. Fees may be paid by check, credit card, or the authorized deduction from the Client's account[s] at the Custodian.

Retirement Plan Advisory Services

Retirement plan advisory 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 Glover Park, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all securities execution and custody fees charged by the Custodian, if applicable. The Advisor's recommended Custodian (as noted in item 12 below) offers securities trades in ETFs, equities, and certain mutual funds at no cost to the Client. There are certain restrictions and limitations, and these fees are subject to

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change without notice by the Custodian. The fees charged by Glover Park are separate and distinct from these custody and execution fees.

In addition, all fees paid to Glover Park 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. A Client may be able to invest in these products directly, without the services of Glover Park, but would not receive the services provided by Glover Park, which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Glover Park to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Advance Payment of Fees and Termination

Investment Management Services

Glover Park is compensated for its services in advance of the quarter in which advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination, and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid investment advisory 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.

Financial Planning Services

Glover Park is compensated for its services upon completion of the engagement deliverable[s]. Either party may terminate the financial planning agreement by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for actual hours logged on the planning project times the contractual hourly rate or, in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

Glover Park is compensated for its services in advance of the quarter before advisory services are rendered. Either party may request to terminate a retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Glover Park does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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

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

Glover Park does not engage in side-by-side management. Glover Park 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

Glover Park offers investment advisory services to individuals, high net worth individuals, trusts, estates, corporations, and retirement plans. Glover Park does not impose a minimum relationship size to establish or maintain a relationship.

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

A. Methods of Analysis

Glover Park primarily employs fundamental and technical analysis methods in developing investment strategies for its Clients. Research and analysis from Glover Park are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases, and research prepared by others.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. This criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Technical analysis involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Glover Park will be able to accurately predict such a reoccurrence.

As noted above, Glover Park generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Glover Park 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, Glover Park 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.

B. 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. Glover Park 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.

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While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

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[s]. 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. Below are some of the risks associated with the Advisor's strategies:

Market Risks

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Bond ETFs

Bond ETFs are subject to specific risks, including the following: (1) interest rate risks, i.e., the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e., the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e., the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e., the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e., the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e., the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

Mutual Fund Risks

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily; therefore, a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

Equity Security Risks

Equity Securities (generally Common stocks) may go up and down in price quite dramatically, and in the event of an issuer's bankruptcy or restructuring, could lose all value. A slower-growth or recessionary

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economic environment could have an adverse effect on the price of all stocks. Factor's affecting an economic sector, region, or even company could impact a particular stock, in addition to the fundamentals of that particular business.

Corporate Bonds

Corporate Bonds are debt securities to borrow money. Generally, issuers pay investors periodic interest and repay the amount borrowed either periodically during the life of the security and/or at maturity. The market prices of debt securities fluctuate depending on such factors as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise and increase when interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.

Interest Rate Risk

Bond (fixed income) prices generally fall when interest rates rise, and the value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.

Certificates of Deposit

Certificates of Deposit may be vulnerable to setbacks or panics in the banking industry. Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the U.S. and foreign economies or changes in banking regulations. CDs are also subject to interest rate risk and reinvestment risk.

Municipal Bonds

Municipal Bonds are debt obligations generally issued to obtain funds for various public purposes, including the construction of public facilities. Municipal bonds pay a lower rate of return than most other types of bonds. However, because of a municipal bond's tax-favored status, investors should compare the relative after-tax return to the after-tax return of other bonds, depending on the investor's tax bracket. Investing in municipal bonds carries the same general risks as investing in bonds in general. Those risks include interest rate risk, reinvestment risk, inflation risk, market risk, call or redemption risk, credit risk, liquidity and valuation risk.

Legal or Legislative Risk

Legislative changes or Court rulings may impact the value of investments, or the securities' claim on the issuer's assets and finances.

Inflation Risk

Inflation may erode the buying power of your investment portfolio, even if the dollar value of your investments remains the same.

Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are derivative instruments which allows the investor to leverage a stock, security, ETF or index instrument. For equity and ETF options, a single option contract covers 100 shares of the underlying stock or security. This leverage can compound gains or losses.

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 Glover Park or its owner. Glover Park values the trust you place in us. The Advisor encourages you to perform the requisite due diligence

Glover Park Wealth Management, LLC

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on any advisor or service provider with whom you partner. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the firm name or CRD# 309793.

Item 10 – Other Financial Industry Activities and Affiliations

A. Financial Registration and Affiliations

Neither Glover Park nor Mr. Jobe has a registration or affiliation with a broker-dealer, futures commission merchant, commodity pool operator, commodity-trading advisor or other financial firm.

B-C. Material Relationships

Insurance Recommendations

The Advisor also serves as a licensed insurance agency, and as such, may offer insurance products on a commission basis. The Advisor shall generally introduce the Client to an unaffiliated insurance agency to manage the insurance process. The Advisor shall receive a portion of the insurance commission earned by the unaffiliated insurance agency. No client shall be under any obligation to purchase any insurance products from the Advisor or such introduced insurance agency. The recommendation by an Advisory Person that a Client purchase an insurance product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than based on a particular Client's need. Clients are reminded that they remain free to purchase insurance products through other insurance agencies.

Administrative Referrals

The Advisor offers services to ERISA retirement plans, and as such, may recommend ADP to Clients for business administration solutions for which the Advisor may receive compensation. The Advisor will generally introduce Clients to these vendors through the course of the investment management process for payroll, HR, and/ or Benefits solutions on the Client's behalf. If the Client engages these vendors for the aforementioned services, the Advisor may receive compensation in relation to the engagement. The recommendation by an Advisory Person to engage these vendors presents a conflict of interest, as the receipt of additional compensation may provide an incentive to recommend these vendors based on income received, rather than based on a particular Client's needs. Clients are under no obligation to act upon the Advisor's recommendation.

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

A. Code of Ethics

Glover Park has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Glover Park ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. Glover Park and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Glover Park's 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 covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (202) 926-3636.

B. Personal Trading with Material Interest

Glover Park allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Glover Park 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. Glover Park does not have a material interest in any securities traded in Client accounts.

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C. Personal Trading in Same Securities as Clients

Glover Park allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls), gifts and entertainment, outside business activities, and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can 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 Glover Park by conducting a coordinated review of personal accounts and the accounts of the Clients. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

D. Personal Trading at Same Time as Client

While Glover Park allows 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 afterward. **At no time will Glover Park, or any Supervised Person of Glover Park, transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Glover Park does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Glover Park to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Glover Park does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Glover Park does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Glover Park. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Glover Park may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices. Glover Park will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Glover Park maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

Participation in Institutional Advisor Platform

Glover Park has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Glover Park. As a registered investment advisor participating on the Schwab Advisor Services platform, Glover Park receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. 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 this custodian over one that does not furnish similar software, systems support, or services. The Advisor has access to research and related services at no cost to the Advisor, which provides an incentive to use the

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Custodian listed above rather than solely on receiving most favorable execution. The Advisor does believe that the Custodian provides industry-leading capital markets and execution capabilities.

Services that Benefit the Client – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

Services that May Indirectly Benefit the Client – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back-office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

Services that May Only Benefit the Advisor – Schwab also offers other services and financial support to Glover Park that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a potential conflict of interest. Glover Park believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

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 a broker-dealer/custodian in exchange for research and other services. Glover Park does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.

2. Brokerage Referrals - Glover Park does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. Directed Brokerage - All Clients are serviced on a "directed brokerage basis", where Glover Park will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. 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]). Glover Park 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. Not all advisors require their clients to direct brokerage, which could limit the ability to achieve most favorable execution of Client transactions, and this practice may cost the Clients more money. As noted above, the Advisor typically recommends that Clients establish accounts at Schwab due to its low trading costs and trade execution capabilities.

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 the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Glover Park will execute its transactions through the Custodian as authorized by the Client. Glover Park may or may not aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. The Advisor typically trades for each Client

independently. Trading independently and not part of a block trade may result in less favorable execution for the Client. 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 any particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Mr. Jobe (Principal and CCO). Formal reviews are generally conducted at least annually or more frequently, depending on the needs of the Client. Reviews of investment accounts include a review of the investments and their fit in the Client's overall investment strategy. For financial planning engagements, ongoing reviews are offered as a separate engagement.

B. Causes for Reviews

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more 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 Glover Park 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 written or verbal reports regarding their holdings, allocations, and performance upon request. The Advisor also makes available to current and prospective Clients educational content and media on the Advisor's website. This content is generated by a third party and is provided for informational purposes only.

Item 14 – Client Referrals and Other Compensation

A. Compensation Received by Glover Park

Glover Park may refer Clients to various unaffiliated, non-advisory professionals (e.g., attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. In the event the Advisor introduces a Client to ADP, the Advisor may receive referral-based compensation. Clients are reminded that they are under no obligation to engage with any parties introduced by the Advisor. Likewise, Glover Park may receive non-compensated referrals of new Clients from various third-parties.

Participation in Institutional Advisor Platform

As noted in Item 12, the Advisor may receive economic benefits from its participation in the Institutional Advisor Platform. Please see Item 12.

Insurance Agency

As noted in Item 10, Glover Park also serves as an insurance agency, where the Advisor may recommend to Clients the purchase of certain insurance products. Glover Park will benefit from any revenue generated from the sale of a recommended insurance product.

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B. Compensation for Client Referrals

The Advisor participates in an online investor matching program that seeks to match prospective advisory clients with advisors, such as Glover Park. The referral program provides information about investment advisory firms to persons who have expressed an interest in such firms. The Advisor pays a flat fee each time it is provided a potential lead. The Advisor does not pay ongoing compensation to this platform. The Advisor does not charge a higher fee for services as a result of paying this referral fee.

Item 15 – Custody

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 Glover Park to utilize that Custodian for the Client’s security transactions. Glover Park does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor’s fees. The deduction of the Advisor’s fees is viewed as “constructive custody”. Each time the Advisor deducts its fee, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value, and the methodology used to calculate the fee. Clients should review statements provided by the Custodian and compare to any reports provided by Glover Park to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

Item 16 – Investment Discretion

Glover Park 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, discretionary purchases or sales may be subject to the Client’s specified investment objectives, guidelines, investment restrictions, and/or limitations previously set forth by the Client and agreed to by Glover Park. 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 Glover Park will be in accordance with each Client’s investment objectives and goals.

Item 17 – Voting Client Securities

Glover Park 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. For questions regarding proxies, the Advisor can be contacted at (202) 926-3636.

Item 18 – Financial Information

Neither Glover Park, nor its management, have any adverse financial situations that would reasonably impair the ability of Glover Park to meet all obligations to its Clients. Neither Glover Park, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Glover Park is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

Item 19 – Requirements for State Registered Advisors

A. Educational Background and Business Experience of Principal Officer

The Principal Officer of Glover Park is Michael T. Jobe (Principal and Chief Compliance Officer). Information regarding the formal education and background of Mr. Jobe is included in Item 2 of his Form ADV Part 2B – Brochure Supplement below.

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B. Other Business Activities of Principal Officer

Insurance Recommendations

Mr. Jobe is a licensed insurance professional. In connection with advisory services offered by the Advisor, Mr. Jobe may recommend obtaining insurance products for certain Clients. Mr. Jobe will typically refer the Client to one or more professionals. Recommendation and/or implementations of insurance recommendations are separate and apart from one's role with Glover Park. Mr. Jobe may receive customary commissions, referral fees and/or other related revenues from the various insurance companies or other insurance professional in connection with the implementation of insurance products. Mr. Jobe is not required to offer the products of 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 by Mr. Jobe. Mr. Jobe may receive referral fees, which presents a conflict of interest in making such referrals. Mr. Jobe spends less than 5% of his business time related to this activity and only when a Client need arises.

AwesomeSeating.com

Mr. Jobe is also the owner of AwesomeSeating.com; a website (www.AwesomeSeating.com) that sells sports, concert and theater tickets. Mr. Jobe spends less than 5 hours per week on this activity.

C. Performance Fee Calculations

Glover Park does not charge performance-based fees for its investment advisory services. The fees charged by Glover Park 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.

D. Disciplinary Information

There are no legal, civil, or disciplinary events to disclose regarding Glover Park or Mr. Jobe.

Neither Glover Park nor Mr. Jobe have been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims, or administrative proceedings against Glover Park or Mr. Jobe. Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement, or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding Glover Park or Mr. Jobe.

E. Material Relationships with Issuers of Securities

Neither Glover Park nor Mr. Jobe has any relationships or arrangements with issuers of securities.

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Form ADV Part 2B – Brochure Supplement

for

**Michael T. Jobe
Principal and Chief Compliance Officer**

Effective: February 15, 2024

This Form ADV 2B ("Brochure Supplement") provides information about the background and qualifications of Michael T. Jobe (CRD# 5179276) in addition to the information contained in the Glover Park Wealth Management, LLC ("Glover Park" or the "Advisor", CRD# 309793) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the content of the Glover Park Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (202) 926-3636.

Additional information about Mr. Jobe is available on the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 5179276.

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Item 2 – Educational Background and Business Experience

Michael T. Jobe, born in 1986, is dedicated to advising Clients of Glover Park as its Principal and Chief Compliance Officer. Mr. Jobe earned a Bachelor of Science in Finance from the University of Maryland, College Park, in 2008. Additional information regarding Mr. Jobe's employment history is included below.

Employment History:

Principal and Chief Compliance Officer, Glover Park Wealth Management, LLC	08/2020 to Present
Account Vice President, UBS Financial Services, Inc.	03/2018 to 08/2020
Financial Advisor, UBS Financial Services Inc.	06/2012 to 02/2018

Item 3 – Disciplinary Information

There are no legal, civil or disciplinary events to disclose regarding Mr. Jobe. Mr. Jobe has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Jobe.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Jobe.***

However, the Advisor encourages you to independently view the background of Mr. Jobe on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with his full name or his Individual CRD# 5179276.

Item 4 – Other Business Activities

Insurance Recommendations

Mr. Jobe is a licensed insurance professional. In connection with advisory services offered by the Advisor, Mr. Jobe may recommend obtaining insurance products for certain Clients. Mr. Jobe will typically refer the Client to one or more professionals. Recommendation and/or implementations of insurance recommendations are separate and apart from one's role with Glover Park. Mr. Jobe may receive customary commissions, referral fees and/or other related revenues from the various insurance companies or other insurance professional in connection with the implementation of insurance products. Mr. Jobe is not required to offer the products of 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 by Mr. Jobe. Mr. Jobe may receive referral fees, which presents a conflict of interest in making such referrals. Mr. Jobe spends less than 5% of his business time related to this activity and only when a Client need arises.

AwesomeSeating.com

Mr. Jobe is also the owner of AwesomeSeating.com; a website (www.AwesomeSeating.com) that sells sports, concert and theater tickets. Mr. Jobe spends less than 5 hours per week on this activity.

Item 5 – Additional Compensation

Mr. Jobe has additional business activities where compensation is received that are detailed in Item 4 above.

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Item 6 – Supervision

Mr. Jobe serves as the Principal and Chief Compliance Officer of Glover Park and is subject to the Advisor's Code of Ethics as described below and in Item 11 above. Mr. Jobe can be reached at (202) 926-3636.

Glover Park has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of Glover Park. Further, Glover Park is subject to regulatory oversight by various agencies. These agencies require registration by Glover Park and its Supervised Persons. As a registered entity, Glover Park is subject to examinations by regulators, which may be announced or unannounced. Glover Park is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

Item 7 – Requirements for State Registered Advisors

A. Arbitrations and Regulatory Proceedings

State regulations require disclosure if any Supervised Person of the Advisor is subject to:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.
2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
 - a. an investment or an investment-related business or activity;
 - b. fraud, false statement(s), or omissions;
 - c. theft, embezzlement, or other wrongful taking of property;
 - d. bribery, forgery, counterfeiting, or extortion; or
 - e. dishonest, unfair, or unethical practices.

Mr. Jobe does not have any disclosures to make regarding this Item.

B. Bankruptcy

If a Supervised Person has been the subject of a bankruptcy petition, that fact and the details must be disclosed.

Mr. Jobe does not have any disclosures to make regarding this Item.

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Privacy Policy

Effective: February 15, 2024

Our Commitment to You

Glover Park Wealth Management, LLC ("Glover Park" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (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. Glover Park (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.

Glover Park 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?

Driver's license number	Date of birth
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.

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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, brokers, 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.	Yes	No
Marketing Purposes Glover Park 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 Glover Park 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 Glover Park 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

Changes to our Privacy Policy

Glover Park will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with the Advisor.

Periodically the Advisor may revise this Policy and will provide Clients with a revised Policy if the changes materially alter the previous Privacy Policy. the Advisor will not, however, revise the Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless the Advisor first notifies Clients and provide each Client with an opportunity to prevent the information sharing.

Any Questions?

Clients may ask questions or voice any concerns, as well as obtain a copy of the current Privacy Policy by contacting the Advisor at (202) 926-3636.

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