

## Remotiv

This Brochure provides information about some qualifications and business practices of Remotiv LLC, which also uses “Remotiv” and “Financial Soundings” as business names.

If you have questions about the contents of this Brochure, please call us (toll-free) at 877-393-8222.

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 us also is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

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

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To get our Brochure, Relationship Summary, Code of Ethics, privacy notice, website agreement, or another document, visit our website at [www.Remotiv.com/disclosures](http://www.Remotiv.com/disclosures), email us at [info@Remotiv.com](mailto:info@Remotiv.com), telephone us at either number shown above, or send your request to us at the address shown above.

Date of this Brochure: March 27, 2024

## **2. Material Changes**

This is our first Brochure focused on this class of service recipients.

We edited our Brochure for Retirement Plan Fiduciaries to explain more that we offer many services, and our Agreement sets—and sometimes a Plan Fiduciary’s direction restricts—which service we provide and how we provide a service.

We also recognize circumstances in which a Financial Institution might engage us to provide services for Individuals without regard to a particular Retirement Plan or IRA.

### 3. Table of Contents

Our Brochure follows the order and numbering of items and subitems in Form ADV's Part 2A. We include our Supplement as the last part of our Brochure. Our Supplement follows (as further explained there) the order and numbering of items in Form ADV's Part 2B. Each first-level heading's text is as the Investment Advisers Act requires.

As further aids to readers, our Brochure includes many cross-references in its text, and a set of "Definitions and specially-used words", which begins at page 20.

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## 4. Advisory Business

We offer retirement-planning information, education, and asset-allocation investment advice. We offer this in different formats:

**Investment Education.** We offer information, which might include information about a Retirement Plan, general financial and investment information, information about a Retirement Plan's investment alternatives, and asset-allocation models.

**Investment Advice.** We offer nondiscretionary advice about how an Individual should invest the Individual's Plan Account. This advice includes an asset-allocation recommendation. Further, our advice might recommend a Fund for each asset class we recommend.

**Managed Account.** We offer a service under which we accept responsibility to decide investments for an Individual's Plan Account.

With Investment Advice, we may offer related implementation services. For example, our AutoAdvice feature lets an Individual give us or another investment or service provider a standing instruction to render the Individual's Plan investment directions that follow our advice, including updates of it, until the Individual changes or ends the Individual's instruction.

Our service regarding a Plan is governed by our Agreement with the Plan, or with a service provider regarding the Plan. An Agreement may impose restrictions and conditions beyond those described in our Brochure. Only a Plan's Independent Plan Fiduciary may approve our Agreement.

For a Managed Account or Investment Advice, we're a Fiduciary to the Retirement Plan. For Investment Education, even if we're not a Fiduciary (as ERISA defines it) to the Retirement Plan, we have fiduciary duties under the Investment Advisers Act.

### 4.A About Remotiv

Many people never get around to retirement planning because of the time, effort, and costs involved. We make retirement-planning services accessible and affordable. What makes us unique is not only the ease-of-use of our services, but also their level of customization. Regardless of age, income, or marital status, we're here to help a Plan's Individuals find easy-to-understand solutions to some of today's most pressing financial concerns.

We developed our retirement-readiness and other services to improve a Retirement Plan's communications to participants, including employees who don't yet have a Plan Account. We can give an Individual Investment Education about how much to contribute to a Retirement Plan. We can give an Individual Investment Education or Investment Advice about how to improve a Plan Account's asset allocation. Both kinds of information might help an Individual improve the probability that the Individual's Plan Account will accumulate enough retirement savings to help the Individual enjoy more financial security for retirement.

Remotiv was formed in January 2007, and registered with the SEC in September 2008. Our leaders have experience with other investment-related businesses, mostly about retirement planning. Lee Tupper, our chief information officer, before he joined us had experience with software businesses. For information on the education and business experience of our people involved in forming the investment-advice models we use for our services, see page 26. Although a few persons are Owners, Robert C. Dughi is the only principal (25% or more) Owner.

## 4.B Services we offer

This brochure describes services we offer to, for, or about Retirement Plans. Our other brochures describe other services we offer.

### ***Remotiv's retirement-readiness services***

Our key services are about retirement readiness, showing an Individual how likely it is that one would have enough retirement savings to produce a retirement income (from a combination of sources) that meets a specified ratio in replacing the Individual's working year's income. Also, we offer services to guide people about financial wellness.

Our *Retirement Readiness Analysis* provides an Individual with a personalized Retirement Plan review, including this information specific to the Individual's personal situation:

- a personalized retirement wealth target;
- an analysis of the Individual's chances to meet that target;
- a shortfall the Individual likely would have at retirement;
- specific changes the Individual can make in one's investment allocation and Retirement Plan contributions that might help reduce or eliminate the Individual's projected retirement shortfall.

Our reports to a Retirement Plan's Fiduciary can include:

- Your average participant;
- Retirement Readiness probability analysis;
- Contribution rate analysis;
- Plan match use analysis;
- Employee shortfall/surplus analysis;
- Projected income analysis;
- Projected income shortfall analysis;
- Projected wealth analysis;
- Investment risk analysis.

We sort these reports by Individuals' ages, salaries, and other factors.

Our asset-allocation education or advice (if provided) is limited to asset classes for which a Plan Account would invest in a Fund (or a Stable-Value Account) that is your Plan's Designated Investment Alternative. If so provided by our Agreement or as your Plan's Independent Plan Fiduciary directs us, our asset-allocation education or advice is limited to a specified subset of the Plan's Designated Investment Alternatives. Our advice about which Fund an Individual should invest in (if more than one Designated Investment Alternative is available for the asset class) is limited to Funds that report information in a form used by our software and service providers.

Our *Retirement Readiness* service can work with any individual-account (defined-contribution) Retirement Plan and any Recordkeeper or third-party administrator. Our program uses a data feed to generate personalized reports for every eligible employee, without requiring an Individual to go online or to input extensive personal information. An Individual (including eligible employees who have not yet made a contribution) receives individualized advice with simple implementation instructions. Making it easy for Individuals improves their use of their Retirement Plan to increase retirement savings.

### ***Remotiv's retiree planning services***

We offer services to give a retired participant essential guidance to use the Individual's Plan Account throughout retirement.

This service begins with a baseline Retiree Analysis proactively delivered to each Individual identified to us as retired. This analysis includes a personalized investment strategy recommendation with monthly spend-down guidance. The Retiree Analysis urges a retiree to visit our Retiree Portal to tailor the analysis for the Individual's specific situation.

To complete the analysis, we urge a retiree to add "outside" assets and retirement income sources, including:

- Social Security,
- defined-benefit pensions,
- other retirement plans' accounts,
- Individual Retirement Accounts,
- investments beyond retirement plans;

and for all of these a spouse's benefits, pensions, accounts, and other investments.

A retiree may customize the Individual's spend-down calculation by adjusting an assumed life expectancy, and by setting a percentage for an intended legacy.

A change to the facts or assumptions described above triggers updated calculations on a personalized dashboard. This includes the spend-down matrix, organized by income source, and a new investment strategy recommendation.

### ***Remotiv's communication hub***

Our services often use our communication hub. We send personalized messaging electronically from our Remotiv engine to registered users. We target dynamic content, based on information that might include an Individual's profile, age, salary, contribution rate, Plan account balance, portal usage, and Remotiv RR Score™. These dynamic and engaging messages can be customized and sent as often as the Plan's Fiduciary directs. Also, our communication hub supports on-demand, custom messaging to support retirement readiness and other Plan communications.

### ***Remotiv's Savings Coaches***

While our fintech platform offers many innovative features to help Individuals save more for the future they deserve, we also can add a human touch. Our team of Savings Coaches can help an Individual unlock one's full savings potential, while using all aspects of our services the Plan provides. To educate and motivate employees to take action using our approach to creating behavior change in employees' savings habits, our Savings Coaches are trained in a wide range of retirement-readiness and holistic savings topics, and in sports and performance psychology principles.

Coaching responsibilities can include:

- Coaching saving and non-saving employees about the features and benefits of their Retirement Plan;
- Assisting employees in the portal registration process and creating personal profiles;
- Using our savings and investment guidance to help the Individual maximize retirement outcomes;
- Demonstrating ways to improve the Individual's Remotiv RR Score™;
- Presenting how to use the Savings Mindset Coach app (see below);
- Delivering retirement-planning seminars and webinars using online tools; and
- Coordinating education with Remotiv communication hub (see above) deliverables.

Our Savings Coaches do not sell any insurance or investment product. Even for services your Plan arranged, Saving Coaches do not formulate Remotiv's investment advice; they follow our models.

### **Translation services**

To help you reach all your Plan's eligible employees, Remotiv can supply Language Line Services, Inc.'s LanguageLine® real-time interpreting services, if your Agreement provides our Retirement Savings



Coaches [see page 8]. You can rest easy knowing your Plan's Individuals can get the same education and coaching for any of over 200 languages. Many of America's retirement-services providers and Financial Institutions use LanguageLine's translation service.

To help protect you, our agreement with LanguageLine requires them to keep confidential information they hear in working for us, your Plan, and your Plan's Individuals.

### ***Remotiv's Savings Mindset Coach app***

Working with sports and performance psychology principles, Remotiv designed, improves, and maintains a mobile application singularly focused on changing behavior to a savings mindset. Our Savings Mindset Coach (SMC) app uses methods for behavior change that leverage accountability tools, commitment coaching, goal getting, focus training, and group culture participation—concepts known to succeed in improving human performance. Available to Plans and their Individuals, some of the app features include:

**Savings targets:** Each user creates a specific and personal monthly savings plan to identify the Individual's key areas of focus: Retirement savings, debt repayment, emergency funds, life planning, personal investing, and large-purchase planning. A user sets specific savings targets. Messaging and reminder features can help reinforce a user's focus on achieving one's goals.

**Remotiv RR Score™ integration:** For an Individual with access to our retirement-readiness (RR) web portal, our Savings Mindset Coach app offers full integration of web portal metrics into the Individual's SMC profile.

**Personalized mindset training tools:** Our SMC app asks a user to personalize mindset training tools to create one's motivation framework. These tools include personal mantras or slogans, imagery, and teammates to help them along the way.

**Personal reminders:** Dynamic push notifications and SMS messages are generated from a user's mindset toolkit, and delivered systematically to direct a user's focus to the target behaviors consistently over time.

**And more:** For more information about how we use stories, spending trainers, influencers, and our Retirement Analyzer, visit <https://remotiv.com/>.

## **4.C How we tailor our services**

*Which* services we provide is set by our Agreement.

As long as we can work within the information, software, and data-processing constraints that result from our use of suppliers, we're willing to tailor our services to meet the preferences that an Independent Plan Fiduciary finds appropriate for its Retirement Plan.

We can furnish reports to, and advise, a Plan's Fiduciary about Individuals' retirement readiness, about how changes to a Plan's contributions would affect Individuals' retirement savings, and about setting a Plan's Designated Investment Alternatives to make feasible the service we're engaged for.

### ***About a Plan's investment restrictions and scope for our services***

We limit our asset-allocation advice or suggestions to Funds that are the Plan's Designated Investment Alternatives. If we manage a Managed Account, we direct investment only in Funds that are the Plan's Designated Investment Alternatives.

To the extent we suggest particular Investment Alternatives, a Fiduciary may instruct us to:

- consider all Designated Investment Alternatives that are Funds;
- consider only a specified subset of Funds; or
- suggest only specified managed accounts.

A Plan's Fiduciary may direct us to limit our advice to a specified subset of the Plan's Designated Investment Alternatives. A Plan's Fiduciary may direct us not to advise or direct investment in a particular Fund, or in a kind of Fund the Fiduciary specifies clearly enough so we can apply its restriction. But if we believe Relevant Law includes Co-Fiduciary Responsibility, we may decline to follow a direction as we consider appropriate for us not to be liable concerning the other Fiduciary's breach of the other Fiduciary's responsibility.

***About an Individual's investment restrictions***

If we give advice, an Individual decides whether to follow our advice.

If we manage a Managed Account, an Individual may direct us not to invest the Individual's Plan Account in a particular Fund or in a kind of Fund the Individual specifies clearly enough so we can apply that restriction. But if we believe obeying the Individual's direction would not excuse us from responsibility, we may decline to follow a direction as we consider appropriate.

**4.D Not a wrap-free program**

None of our services involves a wrap-free program.

**4.E Assets under our advice**

As of the end of 2023, we provide our Investment Advice and Investment Education services for about 423,000 Individuals and IRA Holders with about \$21.5 billion. None of this is regulatory assets under management because our nondiscretionary Investment Advice is not "continuous and regular supervisory or management services" as the SEC's instructions define that phrase.

**5. Fees and Compensation****5.A Fees**

We're compensated for our services by fees.

We have no set fee schedule; we negotiate our fee for each Agreement.

Our fee might be measured by the number of Individuals regarding whom we furnish a Portfolio Review or other report. Our fee might be a percentage of assets under our, or another person's, management or advice. Our fee might be a combination of these and other measures.

**5.B Ways to pay our fee**

We never have authority to deduct our fee from a Plan's or any person's assets. Only you can pay our fee, direct your Plan to pay our fee, or permit another person to pay our fee.

There are a few ways a Plan might pay our fee.

***Employer pays***

An Employer may pay our fee, paying it from the Employer's money without using the Plan's assets. We may refuse to accept payment from a Governmental Employer if we believe that the Employer lacks authority to pay our fee.

***Plan pays***

A Plan may pay our fee. To do so, the Plan's Independent Plan Fiduciary must have and use a power to pay us, or to instruct a trustee or insurer to pay us. If the Plan pays our fee, the Independent Plan Fiduciary decides how to allocate that expense among the Plan's accounts, which may include Individuals' Plan Accounts.

***Another Plan service provider pays***

Another person, if it is an investment or service provider to the same Plan that engages us (or regarding which we provide our services), may pay our fee. We allow this only when we believe the arrangement for indirect payment complies with Applicable Law and is approved by an Independent Plan Fiduciary that is independent of both us and the other provider.

***We're a subadviser or subcontractor***

If we're a subadviser, supplier, or subcontractor, the Registered Investment Adviser, Financial Institution, or other service provider we work for pays our fee, except as otherwise agreed with the Plan.

***Your responsibility to check payments of our fees***

Whichever of those ways you choose or permit, a Plan's Independent Plan Fiduciary must check that payments of our fee are proper and correct. Among other duties, you should check, especially if you permit the Employer or an investment or service provider to pay our fee, that we're paid no more than we're due. Also, if another provider's payment of our fee meets its obligation under a Plan-Expenses Arrangement, check that the provider gets no more satisfaction of its obligation than it is entitled to.

If you permit an investment or service provider to pay our fee under a Plan-Expenses Arrangement, make sure you understand the arrangement. A Plan-Expenses Arrangement could involve contract or property rights that make an account the Plan's assets. Or a Plan-Expenses Arrangement could be no more than the service provider's unsecured promise to pay some Plan expenses. Such a promise might be limited to certain kinds of Plan expenses. Arrangements differ considerably, especially about how much or how little control you have concerning which Plan expenses to pay, and exactly how and when to pay. For more information, read the Employee Benefits Security Administration's ERISA Advisory Opinion 2013-03A (July 3, 2013), and get your lawyers' and accountants' advice.

An Independent Plan Fiduciary—usually, the Plan's administrator (such as, the Employer)—decides how to allocate our fee among Individuals' Plan Accounts.

**5.C Others' fees and expenses**

Investing your Plan's assets will incur fees and expenses of persons unrelated to us. Those fees and expenses are not our fees, and are in addition to our fee. If a Plan invests in a Fund, it will bear a share of the Fund's expenses. If a Plan uses a broker-dealer, it might incur or bear transaction fees, commissions, or other brokerage costs. A Plan's trust or insurance contract might involve fees and expenses.

**5.D When you pay us**

We don't require you to pay our fee in advance.

However, our Agreement might obligate the Plan to pay promptly for work we've done.

If a Plan pays our fee (or a portion of our fee) that's based on the number of Portfolio Reviews we furnish, we may compile our fee statement promptly after we've confirmed that we received in acceptable format and good order the data we need to form our advice and present the Portfolio Reviews. This could result in you receiving our fee statement after we've begun work but before we've delivered all of the Portfolio

Reviews shown by our fee statement. A Plan's such prepayment never is as long as six months, and usually is much shorter.

If you permit an investment or service provider to pay our fee from its personal resources or from a Plan-Expense Arrangement's bookkeeping or notional account that is not your Plan's assets, we and the other provider might have payment arrangements that relate to an aggregate of Plans, an aggregate of Individuals, allow tolerances for differences between anticipated and actual services, and involve reconciling differences over time and in the aggregate. But these arrangements do not allow an investment or service provider to use your Plan's assets to prepay us as long as six months or to pay us more than we're due.

For a fee (or portion of a fee) that's based on assets under management or advice, we're usually willing to measure our fee, and get payment of it, in ways that relate to the Plan's accounting and reporting periods.

## **5.E No commissions or sales compensation**

Neither Remotiv LLC nor any of our Supervised Persons accepts compensation for the sale of securities or other investment products. That includes not accepting asset-based sales charges or service fees from the sale of mutual Funds.

### ***How we meet ERISA's reasonable-contract rule***

This part is for a Fiduciary of—or a Financial Institution that engages us as a subadviser or subcontractor regarding—a Retirement Plan that is an ERISA Plan or is a Qualified Plan that has transactions that could be subject to an excise tax or other provision under Internal Revenue Code § 4975. The information in this part can be useful concerning a Church Plan or a Governmental Plan.

ERISA tries to help make sure that a Retirement Plan gets a fair deal when it buys services. ERISA prohibits a Plan from buying a service unless:

- the services are appropriate for the Plan,
- the services are provided under a contract or arrangement that's reasonable,
- the Plan pays no more than reasonable compensation for the service, and
- nothing else about the situation involves self-dealing or something else that's prohibited.

A Labor department rule describes some conditions a contract should meet for it to be a reasonable contract. If our Agreement is with an ERISA Plan or a Qualified Plan, our Brochure and our Agreement include the information that's required by the rule. (That we make these statements isn't tax or legal advice, or any tax or legal opinion.)

**ERISA services and compensation disclosure:** An ERISA Plan's or Qualified Plan's Fiduciary responsible for deciding whether and on what terms to engage us, or a Financial Institution that is responsible as a Covered Service Provider to present a disclosure regarding your subadviser or subcontractor, must consider the disclosures described in our Brochure, in our Agreement, and in anything else we furnish you.

**Services:** Our services to be provided to a Plan are as stated by our Agreement.

**Status:** We might provide our services directly to the Plan as a Registered Investment Adviser. We might provide our services indirectly.

For our Investment Education, we have fiduciary duties under the Investment Advisers Act, but we're not an ERISA Fiduciary. If we provide Investment Advice or a Managed Account for an ERISA Plan or a Qualified Plan, we're a Fiduciary (within the meaning of ERISA, the Internal Revenue Code, or other Applicable Law) to the extent of our services provided by the Agreement.

**Direct compensation:** Our direct compensation, if any, is as stated by our Agreement.

**Indirect compensation:** Our indirect compensation, if any, is as stated by our Agreement, or as disclosed by a service provider.

**Compensation paid among related persons:** We won't pay to an Affiliate or a subcontractor compensation set on a transaction basis or charged directly against the Plan's investment and reflected in the net value of the investment. But we might be a subcontractor that receives compensation from another service provider.

**Manner of receipt:** Following the arrangement the Independent Plan Fiduciary approved, our compensation may be billed and collected from the Plan's assets, from a Financial Institution or service provider, or from an Employer.

**Compensation for termination of contract or arrangement:** Our Agreement with a Plan doesn't provide us compensation that results because of either party's termination of the Agreement. We remain entitled to compensation that accrued before the effective time of our Agreement's termination.

**Other documents:** Beyond our Brochure and privacy notice, make sure you receive every document our Agreement states you received.

If you are a Covered Service Provider, we expect you to meet your duties under, and obligations regarding, 29 C.F.R. § 2550.408b-2.

## 6. Performance-Based Fees and Side-by-Side Management

We don't accept any performance fee—that is, a fee based on a share of capital gains on, or capital appreciation of, the assets under our advice or management.

## 7. Types of Clients

We offer services only for Retirement Plans or IRAs. As explained in this Brochure, we sometimes serve a Retirement Plan directly, and sometimes as a subcontractor of a Plan's service provider or Financial Institution. Or we may serve a Financial Institution generally, rather than regarding a Plan or Plans. Our service for a Plan usually involves information or advice furnished to the Plan's Individuals. We choose whether we want to provide a service. Because we don't open or maintain accounts, we have no minimum account size. However, a Plan's size or other circumstances could make a service unreasonable.

## 8. Methods of Analysis, Investment Strategies and Risk of Loss

### 8.A Our analysis and investment strategy

Our retirement-readiness service might help an Individual decide how much to save for retirement, and how to invest the Individual's Plan Account.

#### *How we form our investment advice*

Our *Retirement Readiness* service uses portfolio-optimization and "Monte Carlo" stochastic simulation methods to illustrate the contributions rates and investment mix that could help an Individual increase the likelihood the Individual would meet one's retirement-planning goal.

#### *Our advice is based on assumptions*

Our math takes as given what an Individual (or the Employer) tells us about:

- the Individual's age,
  - when the Individual would like to retire (or an assumed retirement age),
  - the Individual's employment income,
  - the Employer's matching or nonelective contribution (if any),
  - the Individual's current rate of Plan contributions,
  - the Individual's current Plan or retirement-savings balance,
  - the current asset allocation of the Individual's Plan Account;
- 
- the Individual's spouse's age,
  - the Individual's spouse's employment income,
  - the Individual's spouse's current rate of retirement-savings contributions,
  - the Individual's spouse's current retirement-savings balance,
  - the current asset allocation of the Individual's spouse's retirement savings.

Also, an Individual may tell us about the Individual's attitudes about the relationships of risks and opportunities for investment returns. We use that information to set a risk tolerance.

We use an assumption about how long a person might live.

We estimate an Individual's Social Security retirement benefit.

If the Employer has a pension or Retirement Plan beyond the Plan that engaged us (and furnished useful information), we estimate an Individual's benefit under that other Retirement Plan.

Those facts and assumptions, contributions, and an Individual's willingness to take investment risk are the key "drivers" of how likely it is that one's contributions and Plan Account investments will help the Individual achieve one's retirement-planning goal. (If an Individual doesn't tell us about the Individual's tolerance for investment risk, we assume a medium tolerance for whatever we don't estimate based on how many years there are until the Individual's desired or assumed retirement age.) We "put a number on" this probability by making assumptions about several different future investment scenarios, simulating what would happen under each, and expressing all this as a kind of weighted average. Of course, no one can predict the future. Our assumptions and simulations about future investment returns might not include all expenses charged against an Individual's Plan Account.

We offer several kinds of services; which service we provide regarding a particular Plan or Individual turns on what is provided by our Agreement (which might be an agreement with the Plan, or with another Registered Investment Adviser or other service provider regarding the Plan). Further, the scope or form of our advice might be limited by another Fiduciary's directions or instructions.

For example, if we suggest an Individual invest in a Target-date Fund or a balanced Fund (rather than a mix of Funds, each of which invests for a particular asset category), that suggestion follows an Independent Plan Fiduciary's direction that we present investment recommendations in that form. Likewise, if we suggest an Individual invest all or a substantial portion of the Individual's Plan Account in one Fund or portfolio, that suggestion follows an Independent Plan Fiduciary's direction that we present investment recommendations in that form.

Beyond these considerations, an Independent Plan Fiduciary may instruct us to limit our advice to a subset of the Plan's Designated Investment Alternatives, or even to specified Funds.

### ***Managed Account***

A Plan, acting by an Independent Plan Fiduciary, may select our Managed-Account service. This means that, if an Individual so chooses, we decide how to invest the Individual's Plan Account. (This also applies if our Managed Account is a Plan's default investment and an Individual didn't direct investment.) If ever

an Individual doesn't want us to decide the Individual's Plan Account's investment, the Individual may take control by giving one's investment instructions by the means the Plan provides.

We never can decide any contribution. An Individual may use our information in considering whether the Individual wants to start or increase a contribution the Plan permits one to decide.

### ***Asset-allocation recommendation***

For our asset-allocation recommendation, we do the math to find the mix of asset classes—using only those available with at least one Fund as a Designated Investment Alternative—that, based on expected-return assumptions and simulations, might achieve a desired long-term investment return without taking more risk than the Individual is willing to accept, or at the probability of “success” the Individual asked us to illustrate. Our recommendations are only for the Individual's Plan Account.

### ***Target-date Fund recommendation***

An Independent Plan Fiduciary may select a service under which our advice is limited to which Target-date Fund (of those that are the Plan's Designated Investment Alternatives) is suitable for the Individual.

Instead of an asset-allocation recommendation or illustration that suggests using several Funds, we can select which target year of a set of Target-date Funds or portfolios is the Individual's nearest fit following the Individual's date of birth and an assumed retirement age. Further, if the Plan's set of Target-date Funds or portfolios includes more than one Fund for the Individual's illustrated target year, we can illustrate which of those Funds is the Individual's nearest fit based on the Individual's time horizon and retirement readiness derived from the information furnished to us.

### ***Fund recommendations***

Because our asset-allocation recommendations are about how much of one's Plan Account an Individual should allocate to each asset class, we recommend that the Individual “fill” the amount to invest in an asset class by choosing one or more diversified Funds for each asset class.

For our recommendations about particular Funds (rather than asset classes), we look only to the Plan's Designated Investment Alternatives. Further, we restrict our analysis to Funds about which we readily can obtain sufficient data in a format that's usable by our software for our computer-based models. We may use our own methods, or those instructed by an Independent Plan Fiduciary. Beyond these considerations, an Independent Plan Fiduciary may instruct us to limit our advice to a subset of the Plan's Designated Investment Alternatives, or even to specified Funds.

To learn about a Fund, including an explanation of its investment policies and methods, each Plan Fiduciary and each Individual should read the Fund's prospectus (including its profile or fact sheet). While we're responsible for our mathematical evaluation (using the weighting of factors a Plan and its Individual asked for), of a Fund's past performance, we're not responsible for any information furnished by, on behalf of, or about a Fund. A Fund's past performance doesn't predict its future performance.

### ***How we form our asset-allocation recommendations regarding a Stable-Value Account***

If a Plan's Investment Alternatives include a Stable-Value Account (a contract or arrangement that involves credited interest or a guarantee against loss), we might adjust our asset-allocation recommendations (or similar decisions for a Managed Account) so some or all of what our model (or an asset-allocation model an Independent Plan Fiduciary directs us to use) would allocate to bond or money-market Funds is allocated to the Plan's Stable-Value Account, even if it is not a Fund. We may use further rules as directed by the Plan's Independent Plan Fiduciary.

***We give advice; each Individual decides***

Decisions remain with an Individual. Although we try to make it easy for an Individual, the Individual decides and gives instructions. An Individual may accept our recommendations, or may ignore our advice. An Individual decides one's contributions and investment directions.

***Who's responsible***

An Individual is responsible (and a Plan's Fiduciaries are *not* responsible) for anything that results from an Individual's decision, choice, direction, or other exercise of control. That includes an Individual's decision to use our Managed-Account service (if a Plan makes it available). We're responsible for our investment advice or, for a Managed Account, our investment decisions.

Investing in securities involves risks of loss that an investor should be prepared to bear.

***Computer model***

To form and present our advice, we use a computer model. Our computer model:

- (i) applies generally accepted investment theories that take into account the past returns of different asset classes over defined past periods;
- (ii) uses information about the Individual, which might include age, life expectancy, retirement age, risk tolerance, other assets, other sources of income, and preferences about particular kinds of investments;
- (iii) uses prescribed objective criteria to provide asset-allocation portfolios using the Plan's Designated Investment Alternatives;
- (iv) operates in a way that's not biased in favor of (or against) any Fund;
- (v) takes into account all Designated Investment Alternatives under the Plan in recommending or deciding how an Individual's Plan Account should be invested; and is not inappropriately weighted in favor of, or against, any Fund.

***Independent investment adviser***

We use an independent investment adviser—Mesirow Financial Investment Management, Inc., an SEC-registered investment adviser—to help us design and maintain our asset-allocation models and our analysis of Funds. We use these models and methods unless your Independent Plan Fiduciary directed us to use other asset-allocation models or implementation methods.

The investment adviser is unaffiliated with us. Our investment adviser's fee cannot be affected by any asset-allocation recommendation, Fund recommendation, or mode of analysis the investment adviser suggests (or declines to suggest). Our asset-allocation recommendations are those generated from our models reviewed by the independent investment adviser. Likewise, our Fund recommendations are grounded on factual information obtained through the investment adviser. Although we don't accept compensation from any Fund, Stable-Value Account, or other Investment Alternative, nonetheless we use the independent investment adviser's work as a further means to see to it that our recommendations do not inappropriately favor Investment Alternatives that could generate greater income for us or a person concerning which we have an interest that could affect our exercise of our best judgment as a Fiduciary or Registered Investment Adviser.

**8.B Risks of our investment strategy**

Many people are familiar with a warning that an investment's past doesn't predict its future. Likewise, although there's some evidence to support the idea that, in the past, asset allocation was effective in diversifying risks, no one can predict the future.

Another risk is that we form our advice using facts, data, formulas, and software we license, or an independent investment adviser [see page 16] licenses, from unaffiliated information and service providers.



There is a risk that a provider's service could become poor, or that a provider could end its license. However, there are many providers of the kinds of data and software we use, and we believe we'd be able to make other arrangements that meet our needs.

Our assumptions could be wrong. We use an independent investment adviser [see page 16] to form our capital-markets assumptions. But no one can predict the future. And no matter how smart and informed an adviser is, they can be wrong.

Some of our assumptions come from the Employer or another Fiduciary. On our *Retirement Readiness Analysis*, look for the part captioned "Your Profile". It shows your or another Independent Plan Fiduciary's assumptions for the Individual's age, salary, and retirement age; and for inflation rate, salary growth, and desired income-replacement ratio. To change the assumed salary, retirement age, or desired income-replacement ratio, an Individual may go to our portal to enter the facts and assumptions one wants and may rerun the analysis. If an Individual's age is wrong, the Individual should ask the Employer to correct the date of birth in the Plan's records.

The projections or other information generated by our *Retirement Readiness* about the likelihood of various investment outcomes are hypothetical, do not reflect actual investment results, and are not guarantees of future results.

A forecast is based on hypothetical assumptions, including forward-looking models about the economy and securities markets. No one can predict the future. Any forecast is hypothetical, does not reflect actual investment results, and is not a guarantee or indication of future results.

## **8.C Only Funds**

As explained throughout this Brochure, we suggest filling an asset allocation using only Funds. Here are some risks of that means of investing:

- Using these Funds could be an ineffective way to meet a desired asset allocation.
- Information we receive about a Fund could be wrong.
- A Fund's future investments could differ from what we assumed when we suggested the Fund.

## **8.D Temporary investment**

A Plan's Fiduciary (not we) might invest a Plan Account under a temporary investment. For example, to invest a Plan Account of an Individual who hasn't given one's investment direction, a Plan might use a temporary investment.

## **9. Disciplinary Information**

There is no legal or disciplinary event that is material to your evaluation of our advisory business or our management's integrity.

## **10. Other Financial Industry Activities and Affiliations**

### **10.A No broker-dealer registration**

We are not a broker-dealer, and none of our management persons is a broker-dealer or a registered representative of a broker-dealer.

**10.B No commodities registration**

Neither Remotiv LLC nor any management person is registered (or has applied to register) as a futures commissions merchant, commodity pool operator, or commodity trading advisor, or as an associated person of such a business.

**10.C No related person to disclose**

We have no advisory Affiliate or other person under common control with us who or that is an accountant or lawyer, or is in a banking, insurance, securities, commodities, real estate, or other investment-related business this subitem calls us to disclose.

**10.D No recommendation of another investment adviser**

We don't select or recommend another investment adviser.

If we provide our Managed Account or Investment Advice, we provide pension-consulting advice to a Plan's Independent Plan Fiduciary about how to arrange the Plan's Investment Alternatives to include enough Funds to fill all asset classes contemplated by our asset-allocation model. This advice might involve suggesting a Fund; and a suggestion of a Fund might indirectly suggest that Fund's investment adviser. If we provide this incidental pension-consulting advice and the Plan has chosen (or might consider) allowing an investment or service provider to pay our fee [see page 11], we won't suggest a Fund that uses an adviser or subadviser that is the provider or its affiliate, unless it's the only Fund available for an asset class. Whenever our advice isn't the result of unbiased computer models, we manage our asset-allocation advice to avoid a conflicting interest that otherwise could compromise our best judgment for the Plan.

**11. Code of Ethics, Participation or Interest in Client Transactions, and Personal Trading****11.A Code of Ethics**

We have a Code of Ethics. It includes standards of conduct we require of our Supervised Persons. It requires them to comply with Federal securities laws that apply to us. It requires those who have access to confidential information about Plan's Investment Alternatives to handle and report their personal securities transactions according to our procedures.

We furnish our Code of Ethics to each of our Supervised Persons, and we require each to give us a written confirmation that the Supervised Person received it. We require each of our Supervised Persons to report any violation of our Code of Ethics to our chief compliance officer. But if a person believes that a violation involves our chief compliance officer, we permit a report to any Owner.

We furnish our Code of Ethics on any client's or prospective client's request.

**11.B No conflict from recommending a security we have a stake in**

We don't recommend a security in which we have, or a related person of us has, a material financial interest.

**11.C No conflict from investing in the same securities we recommend**

We don't recommend securities other than Fund shares. We don't invest in Fund shares, but our Supervised Persons might invest in Fund shares. Recognizing the limited scope of our Managed Accounts or Investment

Advice (if any), a transaction (or the absence of a transaction) that results from our decision or recommendation could not meaningfully affect the value of any investor's shares or units in a Fund.

### **11.D No conflict from trading securities around the time of our recommendation**

We don't recommend securities other than Fund shares. We don't invest in Fund shares, but our Supervised Persons might invest in Fund shares. Recognizing the limited scope of our Managed Accounts or Investment Advice (if any), a transaction (or the absence of a transaction) that results from our recommendation could not meaningfully affect the value of any investor's shares or units in a Fund.

## **12. Brokerage Practices**

We don't execute, and we don't select or recommend a broker-dealer for, any person's transactions.

## **13. Review of Accounts**

For Investment Education, we provide updated guidance, which may be in the form of a Portfolio Review, on the schedule, and in the form, agreed on with the Plan's Independent Plan Fiduciary.

For nondiscretionary Investment Advice, we provide updated advice, which may be in the form of a Portfolio Review, on the schedule, and in the form, agreed on with the Plan's Independent Plan Fiduciary.

For our Managed Account, we rebalance each Plan Account at least once a quarter-year.

### ***Individuals' Plan Account statements***

An Individual monitors one's use (if any) of our advice, and monitors one's Plan Account's investments. We don't keep or render accounts to an Individual. We assume a Plan provides Plan Account statements at least quarter-yearly (or at least yearly for a Plan that does not provide participant-directed investment). But we have no responsibility or authority to supervise a Plan's administration.

## **14. Client Referrals and Other Compensation**

### **14.A Ways to pay our fee**

As explained under "Ways to pay our fee" at page 10 (including "Employer pays" at page 10 and "Another Plan service provider pays" at page 11), we may allow an Employer to pay our fee, or allow a Plan indirectly to pay our fee. We allow this when we believe the arrangement complies with Applicable Law, and the Independent Plan Fiduciary approves the arrangement.

### **14.B Promoter**

We may pay a person who or that isn't our employee for referring a Plan to us. We negotiate a distinct compensation arrangement with each promoter.

## **15. Custody**

We don't have custody of a Plan's, Individual's, or IRA Holder's securities or money.

## **16. Investment Discretion**

We may accept discretionary authority to manage a Plan Account for an Individual.

To do this, we require that the Plan's Independent Plan Fiduciary approve an Agreement.

## **17. Voting Client Securities**

### **17.A We don't vote your investments**

We don't have, and don't accept, authority to vote any person's securities. We don't give advice about how any person should vote securities.

### **17.B How you get proxies**

An Independent Plan Fiduciary should ask the Plan's trustee or insurer and other service providers how the Plan receives proxies and other solicitations directed to beneficial owners.

## **18. Financial information**

### **18.A No prepayment**

We don't require or solicit prepayment of fees as long as six months. We don't permit a prepayment of fees as long as six months. For information about when an Employer, Plan, or service provider pays us, see "When you pay us" at page 11.

### **18.B Our financial condition**

We have no financial condition reasonably likely to impair our ability to meet our Agreements.

### **18.C No bankruptcy**

We have not been the subject of a bankruptcy petition.

## **19. Requirements for State-Registered Advisers**

We're registered with the SEC; this item doesn't apply to us.

## **20. Definitions and specially-used words**

### **Affiliate**

Means a person that is our affiliate under ERISA or the Investment Advisers Act (as applied in the context).

Our Affiliate includes a person that controls us, that we control, or that is under common control with us.

### **Agreement**

Means an agreement with us, under which a Plan or a Financial Institution uses and pays for our service.

**Applicable Law**

Means only law that applies to us in offering or performing our service.

**Brochure**

Refers to a document we use to meet an Investment Advisers Act rule that we furnish a written disclosure statement that contains the information required by SEC Form ADV Part 2.

**Church Plan**

Means a plan described in ERISA § 3(33) for which no election has been made under Internal Revenue Code § 410(d).

**Code of Ethics**

Refers to a document we use to meet Investment Advisers Act rule 204A-1, which requires a written code of ethics that includes standards of business conduct we require of our Supervised Persons.

**Co-Fiduciary Responsibility**

Means a responsibility described in ERISA § 405(a), or a responsibility that other Applicable Law imposes on a fiduciary to act (or refrain from acting) with care to help detect, reveal, prevent, mitigate, or remedy another fiduciary's breach of the other fiduciary's duty or obligation.

**Covered Service Provider**

Has the meaning given by 29 C.F.R. § 2550.408b-2.

**Designated Investment Alternative**

Means a specific Investment Alternative a Plan's Independent Plan Fiduciary or Employer identified as an Investment Alternative available for participant-directed investment and intends as a designated investment alternative within the meaning of 29 C.F.R. § 2550.404c-1(e)(4) or, for a Plan that is not an ERISA Plan, similarly intends as a choice for participant-directed investment.

**Employer**

Refers to the employer that sponsors, maintains, or makes available a Plan with which we have an Agreement, and includes its parents and affiliates, and the fiduciaries of the Plan. In context, an Employer also may refer to the employer an Individual works for (or left work from). Concerning a beneficiary or an alternate payee, the Employer refers to the employer or former employer of the participant regarding whom a beneficiary's or an alternate payee's account or right is provided.

Because a typical Retirement Plan's Fiduciary (if any) is the Employer, a parent, subsidiary, or affiliate of the Employer, or a committee of persons appointed by the Employer or its governing board or executives, our Brochure sometimes also uses the word "Employer" to refer to a Plan's Fiduciaries.

Whenever a decision is about whether to contract our service or approve our fee, we may require that the deciding or approving Fiduciary be independent of us.

**ERISA**

Refers to the *Employee Retirement Income Security Act of 1974*, except its title II (which affected the Internal Revenue Code).

This Federal law governs many employee-benefit plans, including many Retirement Plans.

**ERISA Plan**

Means a plan described in ERISA § 3(2)(A) that is neither a Church Plan nor a Governmental Plan, and that is governed by ERISA §§ 402-413.

**Fiduciary**

Means a person who or that is a fiduciary of a Retirement Plan under ERISA, the Internal Revenue Code, or other Relevant Law.

**Financial Institution**

Refers to a bank (including a trust company), broker-dealer, insurance company, insurance intermediary, Registered Investment Adviser, Recordkeeper, or other person that provides a service of or for any of those.

**Fund**

Means a collective trust fund, common trust fund, real estate investment trust, registered investment company, insurance company separate account, or a similar pooled investment.

But a Fund does not include anything (even if organized as a fund of a kind described in the preceding sentence) designed to invest, even indirectly, primarily in employer securities.

**Governmental Plan**

Means a plan described in ERISA § 3(32), IRC § 414(d), or that otherwise is established or maintained by an Employer that is, is part of, or is an agency or instrumentality of, a Federal, State, or local government.

**Independent Plan Fiduciary**

Means a Plan's Fiduciary who or that is unaffiliated with, and independent of, us.

**Individual**

Refers to a Plan's participant (which might include an eligible employee who doesn't yet have a Plan Account), beneficiary, or alternate payee (as ERISA or the Internal Revenue Code defines those words) who is or might become a subject of our service.

**Internal Revenue Code**

Means the Internal Revenue Code of 1986.

This Federal law sets the Federal income tax and some other U.S. taxes, including some excise taxes.

**Investment Advice**

Refers to nondiscretionary advice about how an Individual should invest the Individual's Plan Account. This advice might include an asset-allocation recommendation. Our advice might recommend a Fund for each asset class we recommend.

**Investment Advisers Act**

Means the Investment Advisers Act of 1940.

This Federal law governs how a person that renders investment advice for a fee may solicit and make agreements to give investment advice.

**Investment Alternative**

Although it's not defined in ERISA's general definitions section, the U.S. Labor department in rules to interpret ERISA § 404 has used the coined term *investment alternative* to describe whatever form of investment a Retirement Plan provides as a designated choice on the "menu" for a participant, beneficiary, or alternate payee to direct investment of one's Plan Account. Increasingly, practitioners and plan administrators (including those who serve a Church Plan or a Governmental Plan) have adopted these and related uses of *investment alternative* as the term for a choice that a Retirement Plan designates for participant-directed investment.

Some rules that use the term *investment alternative* this way are in 29 C.F.R. § 2550.404a-5(h)(4), § 2550.404c-1, § 2550.404c-5, and § 2550.408g-1(c)(1).

**Investment Education**

Refers to information—which might include information about a Retirement Plan, general financial and investment information, information about a Retirement Plan’s investment alternatives, and asset-allocation models—that (under an interpretation of the U.S. Labor department’s Employee Benefits Security Administration) is not investment advice within ERISA’s meaning of investment advice.

**IRA**

Refers to an Individual Retirement Account or Individual Retirement Annuity described in IRC § 408.

**IRA Holder**

Means a person who or that is the Financial Institution’s counterparty under an IRA. This person often is referred to as the IRA’s owner (or, after an initial owner’s death, a successor owner or beneficiary).

**Managed Account**

Means a service under which—instead of providing Investment Education or nondiscretionary investment advice—we are responsible to decide investments for an Individual’s Plan Account.

**Managed-Account QDIA**

Means a service that is a QDIA not as a Fund but because it is an investment-management service under which an investment manager uses generally accepted investment theories, and allocates the assets of an Individual’s Plan Account to achieve varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed-income exposures, offered through Investment Alternatives available under the Plan, based on the Individual’s age, target retirement date (which may be assumed as normal retirement age under the Plan), or life expectancy.

**Owner**

Means a person who or that owns a capital interest in Remotiv LLC.

**Plan**

Refers to a Retirement Plan, as explained below.

**Plan Account**

Refers to an individual account kept for a participant, beneficiary, or alternate payee under a Plan.

**Plan-Expenses Arrangement**

Refers to an account or arrangement—whether actual, bookkeeping, or notional—between you and a service provider other than us to facilitate payment of your Plan’s expenses, which may include our fee.

A Plan-Expenses Arrangement could involve contract or property rights that make an account the Plan’s assets. Or a Plan-Expenses Arrangement could be no more than the service provider’s unsecured promise to pay some Plan expenses. Such a promise might be limited to certain kinds of Plan expenses. Arrangements differ considerably, especially about how much or how little control you have concerning which Plan expenses to pay, and exactly how and when to pay. For more information, read the Employee Benefits Security Administration’s ERISA Advisory Opinion 2013-03A (July 3, 2013), and get your lawyers’ and accountants’ advice.

**Portfolio Review**

Means a written report that usually includes our asset-allocation recommendation and may include other investment advice about an Individual’s Plan Account.

**Qualified Default Investment Alternative or QDIA**

Means an Investment Alternative (and a use of it) that meets the conditions 29 C.F.R. § 2550.404c-5 provides so that under ERISA § 404(c)(5) an Individual is treated as exercising control over the assets in one's Plan Account for purposes of ERISA § 404(c).

**Qualified Plan**

Means a Plan described in IRC § 4975(e)(1)(A) but excluding a Church Plan and a Governmental Plan.

**Recordkeeper**

Means the person that, whether as a Plan's investment or service provider, maintains records of Individuals' Plan Accounts, or of an IRA.

**Registered Investment Adviser**

Means a person (including a company, such as Remotiv LLC) when it is registered with the SEC (or with a State Securities Authority) under the Investment Advisers Act (or under a State's law regulating Investment Advisers).

**Relationship Summary**

Refers to a document we use to meet Investment Advisers Act rule 204-5, which sometimes might require us to deliver to a retail investor a document that follows Form ADV Part 3 (Form CRS).

**Relevant Law**

Includes Applicable Law and law that, even if it doesn't apply to us, is relevant for us to consider in offering or performing our services.

**Responsible Plan Fiduciary**

Has the meaning given by 29 C.F.R. § 2550.408b-2.

**Retirement Plan**

Refers to an employment-based retirement plan, including a plan described in Internal Revenue Code § 401(a), § 401(k), § 403(b), or § 457(b), or another arrangement for retirement savings (even if it's not legally a plan).

Usually, we offer our services only to or for a Plan that allows an Individual to direct the investment of one's Plan Account or allows an Individual to decide the amount of one's elective contributions (or other payroll-deduction contributions, or participant contributions).

**SEC**

Refers to the Securities and Exchange Commission, an authority of the United States government.

**Stable-Value Account**

Means, even if it isn't a Fund, a bank's or insurance company's guaranteed interest contract; an insurance company's fixed annuity contract, or a credited-interest account of a variable annuity contract; another contract or arrangement that involves credited interest or a bank's or insurer's guarantee against loss; or a collective investment trust fund that invests in those or similar contracts or arrangements.

**State Securities Authority**

Refers to a State government's official that regulates some Investment Advisers not registered with the SEC. We have filed a notice with many States; but we're registered with the SEC.

**Supervised Person**

Means our Owner or employee, including a leased employee or nonemployee contractor who performs advisory functions for us.



**Supplement**

Refers to a part of our Brochure that describes some educational background and business experience of the people who manage us.

**Target-date Fund**

Means an Investment Alternative of the kind 29 C.F.R. § 2550.404c-5 describes as “[a]n investment fund product or model portfolio that applies generally accepted investment theories, is diversified so as to minimize the risk of large losses[,] and that is designed to provide varying degrees of long-term appreciation and capital preservation through a mix of equity and fixed-income exposures based on the [Individual’s] age, target retirement date (such as normal retirement age under the plan) or life expectancy.”

**We, our, us**

Refer to Remotiv LLC.

**You, your**

Refer to a Financial Institution that has engaged, or considers, our services.

## 21. Brochure Supplement

This Supplement provides information about some of our people. It supplements the rest of our Brochure. Please email or telephone us if you have questions about the contents of this Supplement.

Although the SEC's instructions might not require us to furnish information on a person who has no direct contact with Individuals or IRA Holders, we furnish information on our people involved in forming the investment-advice models we use for our services.

Each person described in this Supplement has his business address with us at our principal office. Its address and telephone numbers are shown on the first page.

Additional information about us also is available on the Internet at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Date of this Supplement: March 27, 2024

To get our Brochure (including this Supplement), Relationship Summary, Code of Ethics, privacy notice, website agreement, or another document, visit our website at [www.Remotiv.com/disclosures](http://www.Remotiv.com/disclosures), email us at [info@Remotiv.com](mailto:info@Remotiv.com), telephone us at either number shown on our Brochure's first page, or send your request to us at the address shown on our Brochure's first page.

Our Supplement follows the order of items in Form ADV's Part 2B. The information above on this page follows Part 2B's item 1, and the subitems below follow Part 2B's items 2 through 7.

### 21.A Education and business experience

We show each person's name, year of birth, formal education after high school, and business background for the past five years.

#### Robert Louis (Bobby) Dughi

Remotiv	Chief Executive Officer	2019-
Remotiv	Vice-president and preceding positions	2006-2019
Ithaca College (MS)		2009
Ithaca College (BS)		2005
Year of birth		1981

#### Stephen Earl (Steve) Maschino

Remotiv	President	2006-
Ohio State University (attended)		1975-1979
Year of birth		1957

#### Tullius Cicero (Lee) Tupper

Remotiv	Chief Technology Officer	2008-
University of Georgia (BS)		1998
Year of birth		1975

Remotiv was previously known as Financial Soundings.

### 21.B No disciplinary information

There is no legal or disciplinary event that is material to your evaluation of any Supervised Person named in this Supplement.

### 21.C No other business activities

Each Supervised Person named in this Supplement is not engaged in any other investment-related business, and is not engaged in any a business that calls for disclosure under this item.

## **21.D Additional compensation**

We don't allow a Supervised Person to accept an economic benefit for providing our advice from a person other than us. Each of our Supervised Persons doesn't get compensation, based even in part, on an amount or number of sales or referrals.

## **21.E Supervision**

We supervise our Supervised Persons according to our compliance procedures.

Because our investment advice is derived using facts, data, formulas, and software we get from unaffiliated suppliers, none of our people as an individual forms the advice we provide. Rather, our active Owners approve our arrangements with suppliers and form the computer models that provide our advice. Because we present our advice as reports from computer models, we monitor the investment advice we provide only to seek reasonable assurance that no Supervised Person made any written or oral statement other than as stated by a computer-generated report.

Bobby Dughi, our chief compliance officer, supervises himself, each person named in this Supplement, and every Supervised Person. Bobby's telephone number is 678-393-8222.

## **21.F Requirements for State-registered Advisers**

Because we're registered with the SEC, this item doesn't apply to us.