

**Parkshore Wealth Management**

**5940 Granite Lake Drive  
Granite Bay, CA 95746**

**tel: 916-797-3007  
fax: 916-797-1747**

**<https://parkshorewealth.com>**

**March 19, 2024**

**FORM ADV PART 2A  
BROCHURE**

This brochure provides information about the qualifications and business practices of Parkshore Wealth Management. If you have any questions about the contents of this brochure, please contact us at 916-797-3007. 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 Parkshore Wealth Management is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Parkshore Wealth Management's CRD number is 148052.

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

## Item 2 Summary of Material Changes

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

Since our last annual updating amendment dated February 21, 2023, we have the following material changes:

- We have changed our business address. Please refer to the Cover Page of this brochure for the new address location.
- We revised our fee schedule to better align with our service model. The *Fees and Compensation* section has been updated to include a more concise service model pricing chart that outlines the services and fees offered through our three pricing models.
  - The Wealth Builder Program is designed for clients with less than \$250,000. Minimum monthly fees apply for certain assets levels.
  - The Wealth Management Program is designed for clients with more than \$250,000. Minimum quarterly or annual fees apply for certain assets levels.
  - The Wealth Choice Program is designed for clients that only require financial planning and/or tax planning services. A retainer may be required in certain instances. Minimum time commitments apply for certain services.
- Following the chart, each program is described in more detail to include additional details on the advisory fee, calculations and payment options. Please refer to Item 5 for additional information.
- We maintain relationships with several broker-dealers. While you are free to choose any broker-dealer or other service provider as your custodian, we recommend that you establish an account with a brokerage firm with which we have an existing relationship, and out of those existing relationships, we primarily recommend Charles Schwab & Co., Inc., ("Schwab"). TD Ameritrade Inc., previously a recommended broker-dealer and custodial service provider, has merged with Schwab effective September 2023. As part of this merger, we no longer participate in AdvisorDirect, a referral program offered through TD Ameritrade. We have revised the disclosures throughout the Brochure to remove references to TD Ameritrade and AdvisorDirect, and added disclosures related to Schwab. Please refer to the *Brokerage Practices* and the *Client Referrals and Other Compensation* sections for additional information including economic benefits and conflicts of interest related to our relationship with Schwab.

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## Item 4 Advisory Business

### Description of Services and Fees

Parkshore Wealth Management (PWM) is a comprehensive wealth management firm located in Granite Bay, California. Harold C. Anderson CFP® is the only principal owner that owns more than 25% of the company. Parkshore Wealth Management has been in business since October 1, 2008.

Currently, we offer the following investment advisory services, which are personalized to each individual client:

- Portfolio Management Services
- Financial Planning Services
- Tax Preparation Services
- Retirement Plans and Plan Participants

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "we", "our" and "us" refer to Parkshore Wealth Management and the words "you", "your" and "client" refer to you as either a client or prospective client of our firm.

### Portfolio Management Services

We offer discretionary portfolio management services through either our Wealth Builder Program or our Wealth Management Program. Our investment advice is tailored to meet our clients' needs and investment objectives. If you retain our firm for portfolio management services, we will meet with you to determine your investment objectives, risk tolerance, and other relevant information at the beginning of our advisory relationship. We will use the information we gather to develop a strategy that enables our firm to give you continuous and focused investment advice and/or to make investments on your behalf. As part of our portfolio management services, we may customize an investment portfolio for you according to your risk tolerance and investing objectives. We may also invest your assets using a predefined strategy, or we may invest your assets according to one or more model portfolios developed by our firm. Once we construct an investment portfolio for you, or select a model portfolio, we will monitor your portfolio's performance on an ongoing basis, and will rebalance the portfolio as required by changes in market conditions and your financial circumstances.

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

### Held Away Assets

We use a third party platform to facilitate management of held away assets such as defined contribution plan participant accounts, with discretion. The platform allows us to avoid being considered to have custody of client funds since we do not have direct access to client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided to the client allowing them to connect an account(s) to the platform. Once client account(s) is connected to the platform, we will

review the current account allocations. When deemed necessary, we will rebalance the account considering client investment goals and risk tolerance, and any change in allocations will consider current economic and market trends.

### ***Wealth Builder Program***

Our Wealth Builder Program includes portfolio management services as described above, but also allows the client to select the add-on module(s) they want at a discounted rate. The offered modules include: 401k Review, Insurance Analysis, Financial Questions, Tax Projection, Tax Preparation, Portfolio Analysis, Estate Plan Review, Financial Plan Simple, Financial Plan Complex, and Special Projects.

### ***Wealth Management Program***

Our Wealth Management Program includes portfolio management services as described above, but also provides complimentary access to all the modules, with the exception of Tax Preparation.

## **Financial Planning & Tax Preparation Services**

### ***Wealth Choice Program***

We offer financial planning services and tax preparation services through our Wealth Choice Program. Our financial planning services which typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. These services range from either single subject matters to a broad and more comprehensive financial plan.

If you retain our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. The initial meeting is called the discovery meeting and is complimentary. The discovery meeting is used to discuss your goals, objectives, concerns, and other related issues. We review your existing documents relating to your investments, tax returns, insurance policy documents, investment statements, and estate documents. We also use financial planning software to determine your current financial position and to define and quantify your long-term goals and objectives. Once we review and analyze the information you provide to our firm and the data derived from our financial planning software, we will deliver a written plan to you, designed to help you achieve your stated financial goals and objectives.

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

We do not represent, warrant, or imply that the services or methods of analysis employed by our firm can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines.

A conflict may exist between the interest of our firm and your interests. Further, you are under no obligation to act on our financial planning recommendations. Should you choose to act on any of our recommendations, you are not obligated to implement the financial plan through any of our other investment advisory services. Moreover, you may act on our recommendations by placing securities transactions with any brokerage firm.

Preparation of taxes is not a requirement of becoming or maintaining a relationship with Parkshore Wealth Management. We charge a fee for this service which is separate and apart from our investment management fees and the fee depends on the complexity and time spent on the return. You may elect to pay the tax preparation fees by authorizing us to deduct our advisory fee directly from your account. Our billing options are discussed in greater detail below.

### **Advisory Services to Retirement Plans and Plan Participants**

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

### ***Investment Fiduciary Services (Plan Level): 3(38) Discretionary Fiduciary Services (Participant-Directed)***

#### Selection, Monitoring & Replacement of Designated Investment Alternatives ("DIAs")

PWM will review with Sponsor the investment objectives, risk tolerance and goals of the Plan and provide to Sponsor an investment policy statement ("IPS") that contains criteria from which we will select, monitor and replace the Plan's DIAs. Once approved by the Sponsor, we will review the investment options available to the Plan and will select the Plan's DIAs in accordance with the criteria set forth in the IPS. On a periodic basis, we will monitor and evaluate the DIAs and replace any DIA(s) that no longer meet the IPS criteria.

#### Creation & Maintenance of Model Allocation Portfolios ("Models")

PWM will create a series of risk-based Models comprised solely among the Plan's DIAs; and, on a periodic basis and/or upon reasonable request, we will reallocate and rebalance the Models in accordance with the IPS or other guidelines approved by Sponsor.

#### Selection, Monitoring & Replacement of Qualified Default Investment Alternatives ("QDIA")

Based upon the options available to the Plan, PWM will select, monitor and replace the Plan's QDIA(s) in accordance with the IPS.

### ***Non-Discretionary Investment Fiduciary Service: Participant-Level***

#### Participant Investment Advice

PWM will meet with Plan participants, upon reasonable request, to collect information necessary to identify the Plan participant's investment objectives, risk tolerance, time horizon, etc. PWM will provide written recommendations to assist the Plan participant with creating a portfolio using the Plan's DIAs or Models, if available. The Plan participant retains sole discretion over the investment of his/her account.

### ***Retirement Plan Consulting Services***

#### Administrative Support

- Assist Sponsor in reviewing objective and options available through the Plan;
- Recommend Plan participant education and communication policies;
- Assist with development/maintenance of fiduciary audit file and document retention policies;
- Deliver fiduciary training and/or education periodically or upon reasonable request.

### Service Provider Support

- Assist fiduciaries with a process to select, monitor and replace service providers;
- Assist fiduciaries with review of Covered Service Providers ("CSP") and fee benchmarking;
- Assist with preparation and review of Requests for Proposals and/or Information;
- Coordinate and assist with CSP replacement and conversion.

### Participant Services

- Facilitate group enrollment meetings and coordinate investment education;
- Educate Plan participants on financial wellness, including financial, retirement and tax planning.

The services we provide to your Plan are described above, and in the service agreement and/or advisory contract. Our compensation for these services is described below, in the *Fees and Compensation* section, and also in the service agreement. We do not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants, unless the plan sponsor directs us to deduct our fee from the plan or directs the plan record-keeper to issue payment for our fee out of the plan. If we receive any other compensation for such services, we will (i) offset the compensation against our stated fees, and (ii) we will promptly disclose the amount of such compensation, the services rendered for such compensation and the payer of such compensation to you. Comparable services for lower fees may be available through other financial professionals. The Fees paid to PWM do not cover any execution, custody, clearing or settlement services, or investment management fees charged by mutual funds, third-party managers, or other third parties.

In providing services to the Plan and Participants, our status is that of an investment adviser registered under the Investment Advisers Act of 1940, and we are not subject to any disqualifications under Section 411 of ERISA. In performing fiduciary services, we are acting either as a non-discretionary fiduciary of the Plan as defined in Section 3(21) under ERISA, or as a discretionary fiduciary of the plan as defined in Section 3(38) under ERISA.

### **Types of Investments**

We primarily offer advice on equity securities (stocks), exchange traded funds ("ETFs"), corporate, municipal and government debt securities (bonds), certificates of deposit, and mutual funds.

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

Since our investment strategies and advice are based on each client's specific financial situation, the investment advice we provide to you may be different or conflicting with the advice we give to other clients regarding the same security or investment.

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

### **IRA Rollover Recommendations**

Effective December 20, 2021 (or such later date as the US Department of Labor ("DOL") Field Assistance Bulletin 2018-02 ceases to be in effect), for purposes of complying with the DOL's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02") where applicable, we are providing the following acknowledgment to you. When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable,



which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

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

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

### Assets Under Management

As of January 19, 2024, we manage \$385,138,506 in client assets on a discretionary basis, and \$13,913,024 in client assets on a non-discretionary basis.

## Item 5 Fees and Compensation

### Service Model Pricing

Parkshore Wealth Management offers clients three pricing models. Each model is designed to provide clients with the services and advice tailored to meet their needs and investment objectives. As described in the *Advisory Business* section above (Item 4), we offer discretionary portfolio management services through either our Wealth Builder Program or our Wealth Management Program and financial planning services through our Wealth Choice Program. The below chart outlines the advisory fees associated our programs and services. Additional information related to the calculation and options for paying advisory fees associated with our programs and services is located below the chart.

Planning or Tax Service	Wealth Choice	Wealth Builder	Wealth Management
401k Review	\$250/hr (2.5 hour min)	\$200/hr (2.5 hour min)	Included
Insurance Analysis	\$250/hr (2.5 hour min)	\$200/hr (2.5 hour min)	Included
Tax Projection	\$250/hr (1 hour min)	\$200/hr (1.0 hour min)	Included
Tax Preparation	*Negotiable	*Negotiable	*Negotiable
Portfolio Analysis	\$250/hr (2 hour min)	\$200/hr (2.0 hour min)	Included
<b>Estate Planning</b>			
<i>Estate Plan Document Creation</i>	\$2,000	\$1,250	\$1,250
<i>Estate Plan Review</i>	\$250/hr (2.5 hour min)	\$200/hr (1.0 hour min)	\$200/hr (1.0 hour min)
<i>Titling Assets in Name of Trust</i>	\$250 per asset	\$250 per asset	\$25 per asset



<i>Notary Costs</i>	Not Included <i>Client will pay these fees directly to the notary.</i>	Not Included <i>Client will pay these fees directly to the notary.</i>	Not Included <i>Client will pay these fees directly to the notary.</i>
<b>Financial Plan</b>	\$3,750 (See below)	\$3,000 (See below)	Included
	\$250/hr (15 hour min)	\$200/hr (15 hour min)	
	Once complete, can re-engage at \$250/hr (1 hour min)	Once complete, can re-engage at \$200/hr (1 hour min)	
Special Projects	\$250/hr (2.5 hour min)	\$200/hr (1.0 hour min)	Included
529 Account Setup	\$250 per account	Included	Included
<b>Investments</b>	-	<i>See Table Below</i>	<i>See Table Below</i>
Goals and Objectives	-	Included	Included
Risk Profile	-	Included	Included
Financial Plan and Investment Presentation	-	-	Included
Setup of Accounts	-	Included	Included
Monitoring of Progress	-	Included	Included
Adjustments and Check-in	-	Included	Included

*\*Negotiable based on the complexity and scope of the engagement.*

### **Wealth Builder**

Our Wealth Builder model allows clients to pay for advice at their own pace, as well as, provides professional stewardship over your assets. This service level is designed for clients with less than \$250,000 in assets under management and provides access to modular services. We provide fixed and hourly fee options for Financial Planning and Tax Preparation, as described in the chart above.

The fees charged for tax preparation, as well as, financial plans are calculated based on the complexity and time spent preparing the return. Fees are generally collected at the time the plan is presented or completion of the services rendered. A retainer may be payable at the time the data is collected. You also have the option to pay the planning or tax services fees by authorizing us to deduct our advisory fee directly from your account. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

For hourly services, an estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee. We will not require prepayment of a fee more than six months in advance and in excess of \$1,200. An agreement terminates upon the presentation of the plan or at the end of the consultation, for services requested by the client and agreed upon by the planner.

In addition to the fees indicated above, the Client may also reimburse PWM and the Planner for the expenses incurred in connection with services so performed, including document duplication, mailing, telephone, and travel expense.

Clients shall be given five (5) business days to unconditionally rescind the agreement and receive a full refund of any and all fees collected. If a client pays any fees in advance and terminates the agreement more than five (5) business days after it has been signed, any unused fees will be refunded.

### **Wealth Management**

Our Wealth Management service level is designed for clients with more than \$250,000 in assets under management and allows complimentary access to all services, with the exception of Tax Preparation.

We have a fiduciary responsibility to our clients. This means that our first allegiance is to our clients. Because of this responsibility, it is important to align both planner and the client incentives. With respect to fees, we believe that simple and straight forward is in the clients best interest. Our fee for portfolio management services is based on a percentage of the assets in your account and is set forth in the following annual fee schedule. Lower fees for comparable services may be available from other sources.

### **Fees for Portfolio Management**

The advisory fee charged in connection with our portfolio management services is based upon a percentage of the assets in your account, and is set forth in the following annual fee schedule:

<b>Wealth Builder Assets Under Management</b>	<b>Annual Fee</b>	<b>Wealth Management Assets Under Management</b>	<b>Annual Fee*</b>
First \$500,000	1.25%**	First \$250,000	1.50%
Next \$1,500,000	0.75%	Next \$250,000	1.00%
Next \$1,000,000	0.65%	Next \$1,500,000	0.75%
Next \$2,000,000	0.60%	Next \$1,000,000	0.65%
Next \$5,000,000	0.55%	Next \$2,000,000	0.60%
Above \$10,000,000	0.50%	Next \$5,000,000	0.55%
		Above \$10,000,000	0.50%

*Legacy fee arrangements exist, whereby some clients may pay a different fee than what is published above.*

*\*Wealth Management Program - minimum fee of \$3,750 per year.*

*\*\*Wealth Builder Program - minimum fee of \$10 per month on accounts with a value greater than \$0.*

The annual fee schedule above shall be applied to your account on a "blended" basis. For avoidance of doubt, and as an example of how our blended billing procedures function, please see the below sample calculations for a client that invests \$1,000,000 in the Wealth Builder Program and the Wealth Management Program, respectively.

- A client account invested in the Wealth Builder Program containing a balance of \$1,000,000 would pay 1.25% on the first \$500,000 of the client's account balance and 0.75% on the remaining \$500,000 of the client's account balance.
- A client account invested in the Wealth Management Program containing a balance of \$1,000,000 would pay 1.50% on the first \$250,000 of the client's account balance, 1.00% on the next \$250,000 of the client's account balance, and 0.75% on the remaining \$500,000 of the client's account balance.

For our client's convenience, fees for portfolio management are debited from their brokerage accounts in advance at the beginning of each calendar quarter and are based on the portfolio's balance on the last day of the preceding quarter. If our portfolio management services agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro-rata basis, which means that our advisory fee is payable only in proportion to the number of days in the calendar quarter for which you are a client. There is a minimum fee associated with the Wealth Management Program that is equal to an annual fee of \$3,750 (\$937.50 per quarter) and a minimum fee of \$10 per month for Wealth Builder Program accounts with a value greater than \$0.

When a 529 account is included in the portfolio management services, we will charge an asset based fee based on the above blended fee schedule. However, the advisory fee must be debited from a different account as designated in the appropriate advisory agreement. This service is available for Wealth Management and Wealth Choice clients.

As fiduciaries we only receive fees from our clients and from no other source, e.g., the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

At our discretion, we may combine the account values of family members to determine the applicable advisory fee. For example, we may combine account values for you and your children, parents or siblings. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule. We will do this while keeping details of your account private from your non-household family members.

Brokerage transaction fees/costs will be incurred due to purchasing and selling/redeeming of securities. These costs are paid from the money market in the respective brokerage accounts and are separate from the fees charged by PWM. All fees paid to PWM for advisory services are separate from the fees and expenses charged to shareholders of mutual fund shares by the mutual funds, and shares of exchange traded funds by the issuing companies. Complete explanations of the expenses charged by the mutual funds and exchange traded funds are contained in their respective prospectuses. Clients are encouraged to read the fund prospectuses.

Clients shall be given five (5) business days to unconditionally rescind the agreement and receive a full refund of any and all fees collected. If a client pays any fees in advance and terminates the agreement more than five (5) business days after it has been signed, any unused fees will be refunded. Once in effect, the agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. Additionally, the agreement terminates unless all appropriate fees have been paid. Upon termination, any unearned quarterly fees will be prorated from the date of termination and refunded to the client.

### ***Wealth Choice Program***

Our Wealth Choice model is designed to allow you to select the module(s) that you want. This service level is designed for clients that require Financial Planning and/or Tax Preparation services, but do not need Portfolio Management services.

The fees charged for tax preparation, as well as, financial plans are calculated based on the complexity and time spent preparing the return. Fees are generally collected at the time the plan is presented or completion of the services rendered. A retainer may be payable at the time the data is

collected. You also have the option to pay the planning or tax services fees by authorizing us to deduct our advisory fee directly from your account. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. We will also receive a duplicate copy of your account statements.

For hourly services, an estimate of the total time/cost will be determined at the start of the advisory relationship. In limited circumstances, the cost/time could potentially exceed the initial estimate. In such cases, we will notify you and request that you approve the additional fee. We will not require prepayment of a fee more than six months in advance and in excess of \$1,200. An agreement terminates upon the presentation of the plan or at the end of the consultation, for services requested by the client and agreed upon by the planner.

In addition to the fees indicated above, the Client may also reimburse PWM and the Planner for the expenses incurred in connection with services so performed, including document duplication, mailing, telephone, and travel expense.

Clients shall be given five (5) business days to unconditionally rescind the agreement and receive a full refund of any and all fees collected. If a client pays any fees in advance and terminates the agreement more than five (5) business days after it has been signed, any unused fees will be refunded.

#### **Advisory Services to Retirement Plans and Plan Participants**

Our advisory fees for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by-case basis as agreed to in the Advisory agreement.

#### **Asset Based Fees**

The advisory fee charged in connection with our advisory services to retirement plans and plan participants is based upon a percentage of the assets in your account, and is set forth in the following annual fee schedule:

#### ***Annual Fee Schedule***

<b>Assets Under Management</b>	<b>Annual Fee</b>
Up to \$1,000,000	0.75%
Next \$2,000,000	0.50%
Above \$3,000,000	0.40%

Our annual portfolio management fee is billed and payable, either in advance or in arrears, based on the value of the account as of the last business day of the preceding fee period and will be payable in full within thirty (30) days from the date of our invoice.

Advisory fees can be paid via the following ways and will be stipulated in the Advisory agreement:

- Sponsor shall cause Plan custodian/recordkeeper to fees directly to PWM;
- We will invoice the custodian/recordkeeper directly; or
- We will invoice the Sponsor directly.

In instances where fees are directly debited, PWM will deduct our fee directly from the designated account through the qualified custodian holding the Plan funds and securities. PWM will deduct our advisory fee only when we have received the proper authorization permitting the fees to be paid

directly from the account. Further, the qualified custodian will deliver an account statement at least quarterly. These account statements will show all disbursements from the account. You should review all statements for accuracy.

If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client.

The Plan Sponsor may terminate this Agreement within five (5) business days of executing the Agreement without incurring a penalty or charge. Otherwise, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party and Advisor will be entitled to a pro-rata amount of compensation. Any unearned fees paid in advance will be refunded.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, refer to the *Brokerage Practices* section of this brochure.

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

Parkshore Wealth Management does not charge performance based or side-by-side fees.

## **Item 7 Types of Clients**

We believe in transparency and in our fiduciary responsibility. We enjoy working alongside our clients and are dedicated to helping them achieve their goals. We provide guidance to families and individuals in an effort to help them protect and grow their investment assets and live a sustainable lifestyle.

In general, we charge a minimum fee to participate in our Wealth Management Program in the amount of \$3,750 per year (\$937.50 per quarter) to open and maintain an advisory account. We also charge a minimum fee of \$10 per month for Wealth Builder Program accounts with a value greater than \$0. At our discretion we may waive the minimum fee.

We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

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

### **Markets Work**

Markets throughout the world have a history of rewarding investors for the capital they supply. Companies compete with each other for investment capital, and millions of investors compete with each other to find the most attractive returns. This competition quickly drives prices to fair value, ensuring that no investor can expect greater returns without bearing greater risk. Traditional

investment managers strive to beat the market by taking advantage of pricing "mistakes" and attempting to predict the future. Too often, this proves costly and futile. Predictions go awry and managers miss the strong returns that markets provide by holding the wrong stocks at the wrong time. Meanwhile, capital economies thrive —not because markets fail but because they succeed.

### **Investing Versus Speculating**

The futility of speculation is good news for the investor. It means that prices for public securities are fair and that persistent differences in average portfolio returns are explained by differences in average risk. It is certainly possible to outperform markets, but not without accepting increased risk. When you reject costly speculation and guesswork, investing becomes a matter of identifying the risks that bear compensation and choosing how much of these risks to take. Financial science identifies the sources of investment returns. Dimensional provides the tools and experience to achieve them.

### **Take Risks Worth Taking**

Evidence from practicing investors and academics alike points to an undeniable conclusion: Returns come from risk. Gain is rarely accomplished without taking a chance, but not all risks carry a reliable reward. Financial science over the last fifty years has brought us to a powerful understanding of the risks that are worth taking and the risks that are not. Everything we have learned about expected returns in the equity markets can be summarized in three dimensions. The first is that stocks are riskier than bonds and have greater expected returns. Relative performance among stocks is largely driven by the two other dimensions: small vs. large and value vs. growth. Many economists believe small cap and value stocks outperform because the market rationally discounts their prices to reflect underlying risk. The lower prices result in higher returns to investors as compensation for bearing this risk.

Relative performance in fixed income is largely driven by two dimensions: bond maturity and credit quality. Bonds that mature farther in the future are subject to the risk of unexpected changes in interest rates. Bonds with lower credit quality are subject to the risk of default. Extending bond maturities and reducing credit quality increases potential returns.

With this understanding, investors can plan the total risk/return profile of their portfolios, considering how much exposure they need to target their performance goals. For example, investors seeking greater expected returns may increase their equity exposure while keeping their bond portfolio short and high-quality. Alternatively, they may choose to hold bonds with slightly longer maturities and slightly lower credit quality while maintaining their equity allocation. Whatever approach you choose, financial science has clarified the investment process by identifying the relevant dimensions of performance.

We believe that the better way to invest is to work in harmony with market forces. We use asset allocation and passive investment strategies to construct client portfolios. We use mutual funds in order to purchase as much of the investment universe as we can. The practice of diversification means that the positive or negative effects of any given company or industry will have a much lighter effect on the clients portfolio. The mutual funds that we use have extremely low expense ratios - which means that more of their return is passed on to the investor.

Parkshore Wealth Management, and its advisors ("PWM") does not guarantee the future performance of a client's respective Account(s) or any specific level of performance, the success of any investment decision, or strategy that Advisor may use. A client understands that investment decisions made on and for a client's behalf by PWM are subject to various markets, currency, economic, political, and business risks, and that those investment decisions may not be profitable. Except as may otherwise be provided by law, PWM will not be liable for any loss that a client may suffer by reason of any investment decision made or other action taken or omitted in good faith by PWM with that degree of care, skill, prudence, and diligence under the circumstance that a prudent person acting in a fiduciary



capacity would use and any loss arising from PWM's adherence to the client's written or oral instructions; or any act or failure to act by the Custodian, any broker or dealer to which the PWM directs transactions on the client's behalf, or by any other third party.

Investors should always remember that the past performance of a manager, or markets in general, is no indication of how they will perform in the future. There is never a guarantee of performance. Investors should be wary of anyone selling historical performance rather than a sound and balanced strategy.

### **Margin Transactions, Margin Loans, and Securities-Back Lines of Credit ("SBLOCs")**

In limited circumstances, and based on the individual client's needs, margin may be utilized or a securities portfolio can be used as collateral for a line of credit. A margin related transaction involve a securities transaction in which an investor borrows money to purchase a security, in which case the security serves as collateral on the loan. A margin loan can be established on more than one account with the same ownership while maintaining a single margin relationship for regulatory purposes. A SBLOC is a loan that allows investors to borrow money using securities held in their investment accounts as collateral. An SBLOC requires investors to make monthly interest-only payments, and the loan remains outstanding until it is repaid.

There are specific risks involved with each type of margin or borrowing related transaction or line of credit. For margin related transactions and loans, if the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock in order to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them. For SBLOC's, if the value of the securities declines to an amount where it is no longer sufficient to support the line of credit, investors will receive a "maintenance call", a notification that the investor must post additional collateral or repay the loan within a specified period (typically two or three days). If the investor is unable to add additional collateral to the account or repay the loan with readily available cash, the firm can liquidate the securities satisfy the maintenance call, which may have potential unintended tax consequences and could have a significant impact on an investors long-term investment goals.

## **Item 9 Disciplinary Information**

There have been no disciplinary actions for any advisors at Parkshore Wealth Management.

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

We have not provided information on other financial industry activities and affiliations because we do not have any relationship or arrangement that is material to our advisory business or to our clients with any of the types of entities listed below.

1. broker-dealer, municipal securities dealer, or government securities dealer or broker;
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund);
3. other investment adviser or financial planner;
4. futures commission merchant, commodity pool operator, or commodity trading adviser;
5. banking or thrift institution;
6. accountant or accounting firm;
7. lawyer or law firm;
8. insurance company or agency;



- 9. pension consultant;
- 10. real estate broker or dealer; and/or
- 11. sponsor or syndicator of limited partnerships.

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

Parkshore Wealth Management ("PWM"), as a matter of policy and practice, and consistent with industry best practices and Security and Exchange Commission ("SEC") requirements, under Rule 204A-1, has adopted a Code of Ethics requiring high standards of business conduct, compliance with federal securities laws, reporting and record keeping of personal securities transactions and holdings, reviews, and sanctions.

PWM's Code of Ethics incorporates written supervision policies and procedures in accordance with federal and state securities laws that include standards of conduct, protecting inside information, personal securities trading of supervised persons, IPO's, and private placement by supervised persons, reporting of violations, written acknowledgment of the Code of Ethics by each supervised person, and other code requirements including gifts and outside employment, reviews and enforcement, record keeping, and ADV disclosure.

PWM's complete Code of Ethics is available to all clients upon request. Questions regarding PWM's Code of Ethics should be directed to Daniel C. Andersen, Chief Compliance Officer.

PWM places high value on the fiduciary nature of the relationship between the investment advisor and its clients. The fiduciary duty includes, but is not limited to, a duty at all times to place the interests of the clients ahead of those of the advisor and the advisor's employees, representatives, and associated persons (supervised persons). In addition, this fiduciary duty means loyalty, fairness, good faith towards its clients, and adherence not only to specific provisions of the code but to the general principles that guide the code.

General principles inherent in this Code of Ethics additionally include the requirement that all personal securities transactions be conducted in a manner consistent with the Code of Ethics and in such a manner as to avoid any actual or potential conflict of interest or any abuse of any individual's position of trust and responsibility; and that any "access persons" should not take inappropriate advantage of their positions or their relationships with the advisor or its clients. Access persons are supervised persons who may have information about investment recommendations whose effect may not yet be in the marketplace (nonpublic information).

From time to time, the principals and other associated persons of PWM may invest in the same or similar securities as clients of the firm. At other times, based on individual needs of the client and/or associated person, investments recommended for sale/purchase to the client may be bought/sold for the associated person. Clients of PWM are advised hereby that PWM has in place policies and procedures to govern the personal trading activities of its personnel, including insider Trading Policies and Procedures and that all such activity is monitored in an attempt to ensure that all conflicts of interest, or potential conflicts of interest, are strictly avoided in the clients' best interest.

## **Item 12 Brokerage Practices**

We maintain relationships with several broker-dealers. While you are free to choose any broker-dealer or other service provider as your custodian, we recommend that you establish an account with a brokerage firm with which we have an existing relationship. We primarily recommend you use Charles

Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian. Such relationships include benefits provided to our firm, including but not limited to market information and administrative services that help our firm manage your account(s).

We believe that the recommended broker-dealers provide quality execution services for our clients at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by recommended broker-dealers, including the value of the firm's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of the services recommended broker-dealers provide, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

#### **Research and Other Soft Dollar Benefits**

We do not have any soft dollar arrangements.

#### **Economic Benefits**

As a registered investment adviser, we have access to the institutional platform of your account custodian. As such, we will also have access to research products and services from your account custodian and/or other brokerage firm. These products may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers that utilize the institutional services platforms of these firms, and are not considered to be paid for with soft dollars. However, you should be aware that the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts another broker who did not provide research services or products might charge.

#### **The custodian and brokers we use**

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

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

We do not open the account for you, although we may assist you in doing so. Even though your account is maintained at Schwab, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs").

#### **How we select brokers/custodians**

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

- Combination of transaction execution services and asset custody services (generally without a

- separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds "[ETFs]", etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, security, and stability
- Prior service to us and our clients
- Availability of other products and services that benefit us, as discussed below (see "Products and services available to us from Schwab")

### **Your brokerage and trading costs**

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds, and U.S. exchange-listed equities and ETFs) may not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program.

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

### **Products and services available to us from Schwab**

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like ours. They provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to Schwab retail customers. However, certain retail investors may be able to get institutional brokerage services from Schwab without going through our firm. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab's support services are generally available at no charge to us. Following is a more detailed description of Schwab's support services:

**Services that benefit you.** Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

**Services that do not directly benefit you.** Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts and operating our firm. They include

investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

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

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

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

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

### **Our interest in Schwab's services**

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

### **Brokerage for Client Referrals**

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

### **Directed Brokerage**

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

### **Block Trades**

We do not combine multiple orders for shares of the same securities purchased for advisory accounts we manage (the practice of combining multiple orders for shares of the same securities is commonly referred to as "block trading"). Accordingly, you may pay different prices for the same securities

transactions than other clients pay. Furthermore, we may not be able to buy and sell the same quantities of securities for you and you may pay higher commissions, fees, and/or transaction costs than other clients.

### **Mutual Fund Share Classes**

Mutual funds are sold with different share classes, which carry different cost structures. Each available share class is described in the mutual fund's prospectus. When we purchase, or recommend the purchase of, mutual funds for a client, we select the share class that is deemed to be in the client's best interest, taking into consideration the availability of advisory, institutional or retirement plan share classes, initial and ongoing share class costs, transaction costs (if any), tax implications, cost basis, and other factors. We also review the mutual funds held in accounts that come under our management to determine whether a more beneficial share class is available, considering cost, tax implications, and the impact of contingent deferred or sales charges.

## **Item 13 Review of Accounts**

Portfolio clients receive continuous and ongoing review of their portfolios. Reviews are conducted by advisors and staff of Parkshore Wealth Management ("PWM"). Reviews include analysis of market conditions, economic conditions, individual client needs and circumstances and any other relevant factors. Portfolio clients receive written quarterly portfolio reports that include detailed information regarding their portfolio, including current allocation, market value as of the end of the most recent preceding quarter, transactions during the preceding quarter, and other pertinent information.

In addition, each client receives a custodial account statement monthly, and a confirmation of each transaction from client's custodian.

### Daily Review

The nature of the markets mean that different asset classes move up and down at different rates. Because of these movements, portfolios move in and out of their predetermined asset allocation percentages. PWM monitors, on a daily basis, the allocation of each client account. If an account moves out of tolerance, we then take action to put it back into balance. This is done through strategic trading.

### Weekly Review

We review each client accounts cash balance. As bonds mature, dividends are paid, cash is deposited etc. there can be a build up of un-invested cash in an account. Each week, PWM reviews the cash balance of each client account. If it is determined that an account has cash that should be invested may invest the cash in accordance with the clients predetermined asset allocation.

### Periodic Review

There are several triggers that will cause PWM to review client accounts on a periodic basis. If a client contacts PWM with a specific need, we evaluate the best ways to fulfill the need. When we have periodic meetings with a client, we will review their current needs and goals and compare that information with their portfolio. Whatever the trigger, it will cause us to review the clients account.

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

### **Charles Schwab & Co., Inc - Institutional**

We receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab. We benefit from the products and services provided because the cost of these

services would otherwise be borne directly by us, and this creates a conflict. You should consider these conflicts of interest when selecting a custodian. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices).

### **Solicitor Arrangements**

We directly compensate non-employee (outside) consultants, individuals, and/or entities (solicitors) for client referrals. In order to receive a cash referral fee from us, solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to us by a solicitor, you should have received a copy of this brochure along with the solicitor's disclosure statement at the time of the referral. If you become a client, the solicitor that referred you to us will receive a percentage of the advisory fee you pay us for as long as you are our client, or until such time as our agreement with the solicitor expires. You will not pay additional fees because of this referral arrangement. Referral fees paid to a solicitor are contingent upon your entering into an advisory agreement with us. Therefore, a solicitor has a financial incentive to recommend us to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain us for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment advisor may have a financial incentive to recommend advisors with more favorable compensation arrangements. We request that our solicitors disclose to you whether multiple referral relationships exist and that comparable services may be available from other advisors for lower fees and/or where the Solicitor's compensation is less favorable.

### **Zoe Advisor Network**

Parkshore Wealth Management ("PWM") may receive client referrals from Zoe Financial, Inc. through its participation in Zoe Advisor Network ("ZAN"). Zoe Financial, Inc. is independent of and unaffiliated with the PWM and there is no employee relationship between them. Zoe Financial established the Zoe Advisor Network as a means of referring individuals and other investors seeking fee-only personal investment management services or financial planning services to independent investment advisors. Zoe Financial does not supervise PWM and has no responsibility for PWM's management of client portfolios or PWM's other advice or services. PWM pays Zoe Financial an on-going fee for each successful client referral. This fee is usually a percentage of the advisory fee that the client pays to PWM ("Solicitation Fee"). PWM will not charge clients referred through Zoe Advisor Network any fees or costs higher than its standard fee schedule offered to its clients. For information regarding additional or other fees paid directly or indirectly to Zoe Financial Inc., please refer to the Zoe Financial Disclosure and Acknowledgement Form.

### **Other Compensation**

Refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with your account custodian.

## **Item 15 Custody**

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



## **Trustee Services**

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

## **Item 16 Investment Discretion**

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

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

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

## **Item 17 Voting Client Securities**

Parkshore Wealth Management will not vote, nor give advice on how to vote proxies for securities held in the client's account as such right has been expressly reserved for the client. The client, will receive voting paperwork directly from each fund or security. The client should review each issue and make their own decision.

## **Item 18 Financial Information**

Parkshore Wealth Management is not required to provide financial information as it does not charge prepayment fees greater than \$1,200 six months or more in advance of service.

Parkshore Wealth Management has no financial obligations which would impair it from meeting its contractual commitments to clients.

Parkshore Wealth Management has not been the subject of any bankruptcy proceedings.

## **Item 19 Requirements for State-Registered Advisors**

We are a federally registered investment advisor; therefore, we are not required to respond to this item.



## **Item 20 Additional Information**

### **Your Privacy**

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

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

### **Trade Errors**

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, the trade error will be corrected in the trade error account of the executing broker-dealer and you will not keep the profit.

### **Class Action Lawsuits**

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