



WealthTrak Capital Management, LLC

DBA **WealthTrak Advisors**

Form ADV Part 2A: Disclosure Brochure

Date: March 8, 2024

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This Brochure provides information about the qualifications and business practices of WealthTrak Capital Management, LLC dba WealthTrak Advisors. If you have any questions about the contents of this Brochure, please contact us at 757-523-1250. 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 WealthTrak Capital Management, LLC dba WealthTrak Advisors is available on the SEC's website at www.adviserinfo.sec.gov.

WealthTrak Capital Management, LLC DBA WealthTrak Advisors is a registered investment adviser. Registration with the United States Securities and Exchange Commission or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their Brochure when information becomes materially inaccurate. Generally, we will notify clients of material changes on an annual basis. However, where we determine that an interim notification is either meaningful or required, we will notify our clients promptly. In either case, we will notify our clients in a separate document.

Since the filing of our last annual updating amendment dated February 15, 2023, we have made the following material changes to our Brochure:

We no longer offer the Managed Portfolio Program (MPP) as a Wrap Fee Program. Our new Managed Portfolio Program (MPP) is available beginning on January 1, 2024. (Items 4, 5, 7 and 8)

We no longer offer non-discretionary portfolio management services to new clients. (Items 4, 5 and 7)

We removed references to TD Ameritrade as a recommended custodian due to its merger with Charles Schwab & Co., Inc. (Items 12 and 14)

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Item 4 Advisory Business

Description of Services and Fees

WealthTrak Capital Management, LLC ("WealthTrak") is a registered investment adviser based in Virginia Beach, Virginia. We primarily operate under the name WealthTrak Advisors ("WealthTrak"). We are organized as a limited liability corporation under the laws of the State of Virginia. We have been providing investment advisory services since 2012. R. Chris Whited and Tracy W. Whited are our firm's principal owners. Currently, we offer the following investment advisory services, which are personalized to each individual Client:

- Portfolio Management Services
- Financial Planning Services
- Advisory Consulting Services
- Selection of Other Advisers
- Sub-advisory Services
- Pension Consulting

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 WealthTrak, 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 where our investment advice is tailored to meet our Client's needs and investment objectives. Discretionary accounts are offered through our Managed Portfolio Program and Managed Variable Insurance Program. See below for more information regarding these programs. 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 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, 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 WealthTrak model portfolio, we will monitor your portfolio's performance on an ongoing basis and rebalance the portfolio as required by changes in the market conditions and in your financial circumstances.

We will 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 or sold for your account) by providing our firm with your restrictions and guidelines in writing.

Managed Portfolio Program ("MPP")

We are a portfolio manager and sponsor of the Managed Portfolio Program (MPP). The MPP is a discretionary investment program that provides clients access to several money managers and/or our firm's proprietary managed portfolios.

The overall cost you will incur if you participate in the MPP may be higher or lower than you might incur by separately purchasing the types of securities available in the program.

Managed Variable Insurance Program ("MVIP")

We offer discretionary portfolio management services for certain variable insurance products where our investment advice is tailored to meet our Client's needs and investment objectives.

Financial Planning Services

We offer financial planning services, which typically involve providing a variety of advisory services to clients regarding the management of their financial resources based on an analysis of their individual needs. These services can range from broad, comprehensive, financial planning to consultative or single subject planning. If you retain our firm for financial planning services, we will meet with you to gather information about your financial circumstances and objectives. We may also use financial planning software to determine your current financial position and to define and quantify your long-term goals and objectives. Once we specify those long-term objectives (both financial and non-financial), we will develop shorter-term, targeted objectives. Once we review and analyze the information you provide to our firm and the data derived from our financial planning software, we will deliver a written plan to you designed to help you achieve your stated financial goals and objectives.

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

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.

Advisory Consulting Services

We offer consulting services that primarily involve advising clients on specific financial-related topics. The topics we address may include, but are not limited to, risk assessment/management, investment planning, financial organization, or financial decision making/negotiation.

Automated Retirement Asset Allocation Services

We may recommend that you use the services of Howard Capital Management, Inc. ("HCM") to provide assistance to plan participants who are seeking advice in choosing and allocating investments within their 401(k) or similar defined contribution plan. Based on the information submitted, HCM will provide recommendations that are personally designed for your particular investment goals. The recommendations will include advice on which investments to select to properly diversify your portfolio, as well as an asset allocation strategy. HCM will continuously monitor your investments and will update its recommendations at least quarterly. In some cases, HCM's recommendations may not change from the previous quarter, but this does not mean your investment options were not analyzed. HCM may also make additional recommendations when indicated by the HCM-BuyLine®, a proprietary indicator that signals when and how much to invest in equities. All recommendations and correspondence will be communicated via e-mail and the HCM website. You should review the Form ADV Part 2A Disclosure Brochure for HCM for more information.

401(k) Management Services - HCM 401(k) Optimizer®

The HCM 401(k) Optimizer® service is designed to assist employees in choosing and allocating investments of assets held in a 401(k) plan.

Thrift Savings Plan Management - "TSP Navigator"

The HCM TSP Navigator service is designed to assist federal employees in choosing and allocating investments of assets held in a Thrift Savings Plan.

Selection of Other Advisers

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

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

Sub-advisory Services

We may offer sub-advisory services to unaffiliated third-party money managers (the "Primary Investment Adviser"). As part of these services, we will provide model portfolios, which the Primary Investment Adviser selects for their clients. We will not directly manage the Primary Investment Adviser's individual client accounts. The Primary Investment Adviser will be responsible for selecting the appropriate model for its clients.

Pension Consulting Services

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

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

- Diversification;
- Asset allocation;
- Risk tolerance; and
- Time horizon

Our educational materials may include other investment-related topics specific to the particular plan. We may also provide additional types of pension consulting services to plans on an individually negotiated basis. These services may include but are not necessarily limited to discretionary portfolio management of the plan assets. All services, whether discussed above or customized for the plan based

upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Either party to the pension consulting agreement may terminate the agreement upon written notice to the other party in accordance with the terms of the agreement for services. The pension consulting fees will be prorated for the quarter in which the termination notice is given and any unearned fees will be refunded to the Client.

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.

Types of Investments

We offer advice on equity securities, fixed income securities, separately managed accounts, exchange traded fund shares, mutual funds, and variable insurance product sub-accounts.

Assets Under Management

As of March 8, 2024, we manage \$137,934,693 in client assets on a discretionary basis and \$2,698,300 on a non-discretionary basis.

Item 5 Fees and Compensation

Portfolio Management Services

Our fee for discretionary portfolio management services is negotiable and based on a percentage of your assets we manage and is set forth in the following fee schedule:

Assets Under Management	Annual Fee
On the First \$500,000	1.95%
On the Next \$500,000	1.50%
On the Next \$1,000,000	1.25%
On the Next \$3,000,000	0.95%
Over \$5,000,000	0.75%

Certain legacy clients may be billed under a previous or different fee schedule.

Disclosures Applicable to Portfolio Management Accounts

Depending on the arrangements made at the inception of the engagement, we may agree to our annual asset portfolio management fee being billed and payable quarterly or monthly in advance based on the value of your account on the last day of the previous billing period. For certain clients whose accounts are maintained on a separate third-party platform, billing may be monthly in arrears. If the investment management agreement is executed at any time other than the first day of the billing period, 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 billing period for which you are a client.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above. Assets under a third-party platform, may not be combined with other advisory assets for the purpose of reducing advisory fees based on any available breakpoints and/or reductions.

Depending on the arrangements made at the inception of the advisory relationship, we will either send you an invoice for our fees or we will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when the following requirements are met:

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

You may terminate the portfolio management agreement at any time upon written notice to our firm. You will incur a pro-rata charge for services rendered prior to the termination of the portfolio management agreement, which means you will incur advisory fees only in proportion to the number of days in the billing

period for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

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

Financial Planning Services

We typically offer a complimentary initial consultation at no charge. Thereafter, we charge an hourly fee of \$250 or a negotiable fixed fee that typically ranges from \$495 to \$7,500 for financial planning services, which is negotiable depending on the scope and complexity of the plan, your situation, and your financial objectives. An estimate of the total time/cost will be determined at the start of the 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.

Depending on the arrangements made in the agreement for services, fees may be due either upon completion of services rendered, at the inception of the advisory relationship or we may either require that you pay 50% of the fee in advance and the remaining portion upon the completion of the services rendered. In any event, we will not require prepayment of fees more than \$1,200 for services that will not be provided within six months. On occasion, fixed fees might exceed the limit stated above if the size and complexity warrant such a higher fee.

You may terminate the financial planning agreement within five (5) days of signing the agreement without penalty. Thereafter, you may terminate the financial planning agreement at any time upon written notice to our firm. You will incur a pro-rata charge for services rendered prior to the termination of the agreement. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Advisory Consulting Services

If you engage us for Advisory Consulting Services, we charge a negotiable fixed fee that typically ranges from \$495 to \$7,500, depending on the scope and complexity of services to be rendered. These services primarily involve advising clients on specific financial-related topics. The topics we address may include but are not limited to, risk assessment/management, investment planning, financial organization, or financial decision making/negotiation. Depending on the arrangements made in the agreement for services, fees may be due either upon completion of services rendered, at the inception of the advisory relationship or we may either require that you pay a portion of the fee in advance and the remaining portion upon the completion of the services rendered. In any event, we will not require prepayment of a fee of more than \$1,200 for services that will not be provided within six months.

Selection of Other Advisers

Advisory fees charged by MM's are separate and apart from our advisory fees. Assets managed by MM's will be included in calculating our advisory fee, which is based on the fee schedule set forth in the Portfolio Management Services section in this Brochure. Advisory fees that you pay to the MM are established and payable in accordance with the Brochure provided by each MM to whom you are referred. These fees may or may not be negotiable. You should review the recommended MM's Brochure and take into consideration the MM's fees along with our fees to determine the total amount of fees associated with this program.

In certain cases, you may be required to sign an agreement directly with the recommended MM(s). In that event, you may terminate your advisory relationship with the MM according to the terms of your agreement with the MM. You should review each MM's Brochure for specific information on how you may terminate your advisory relationship with the MM and how you may receive a refund, if applicable. You should contact the MM directly for questions regarding your advisory agreement with the MM.

Sub-Advisory Services

Fees and payment arrangements are negotiable and will vary on a case-by-case basis. We will share in the fee charged by the Primary Investment Advisor and do not charge an additional fee to the Primary Investment Advisor's clients. Terms and conditions of payment, such as termination provisions and whether fees are payable in advance or arrears, will be determined by the Primary Investment Advisor and set forth in their disclosure documents.

Pension Consulting Services

Our Pension Consulting fees for these customized services will be negotiated with the plan sponsor or named fiduciary on a case-by-case basis. Typically, our fee ranges from \$1,000 to \$5,000 depending on the complexity and scope of the engagement. On occasion, the fees might exceed the limit stated above if the size and complexity warrant such a higher fee.

Additionally, we will typically also charge a fee based on a percentage of the assets we manage within the plan. The typical range will be between 0.30% and 0.60% depending on the complexity and scope of the plan. This fee will be individually negotiated with the plan sponsor or named fiduciary on a case-by-case basis.

You may terminate the pension consulting services agreement upon written notice to our firm. You will incur a pro-rata charge for services rendered prior to the termination of the agreement, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds, separately managed accounts, and/or 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 may 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. You may also incur administrative fees associated with third-party platforms used to manage your investments. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. Similarly, when we recommend Separately Managed Accounts you may incur additional management or other expenses. To fully understand the total cost you will incur, you should review all fees charged by mutual funds, exchange-traded funds, our firm, and others. For information on our brokerage practices, please refer to the *Brokerage Practices* section of this brochure.

Compensation for the Sale of Securities or Other Investment Products

Certain individuals are registered representatives with Purshe Kaplan Sterling Investments, Inc. ("PKS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In their capacity as registered representatives, these individuals

could receive transaction-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by these individuals in their capacity as registered representatives is separate and in addition to our advisory fees. This practice presents a conflict of interest because these individuals, as registered representatives, have an incentive to effect securities transactions for the purpose of generating transaction-based commissions rather than solely based on your needs. However, as investment adviser representatives of WealthTrak, these individuals have a responsibility to make recommendations that are in the best interests of each Client. You are under no obligation, contractually or otherwise, to purchase securities products through any person affiliated with our firm. Notwithstanding the above, it is the current policy of WealthTrak that any security purchased through PKS in which transaction-based compensation is received by a registered representative cannot be included in the advisory platform on which the Client's advisory fees are calculated.

Where we recommend that you purchase variable insurance products to be included in your investment portfolio(s) we will generally only recommend no-load products. In the event that a Client wishes to purchase a commissionable product, such product will not be included in the advisory platform on which the Client's advisory fees are calculated.

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

At our discretion, we may offset our advisory fees to the extent persons associated with our firm earn commissions in their separate capacities as registered representatives and/or insurance agents.

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

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described in the *Fees and Compensation* section above and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We offer investment advisory services to individuals, retirement plans, trusts, estates, charitable organizations, corporations, and other business entities.

On our Managed Portfolio Program we will generally require a minimum of \$50,000 to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. 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

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

Charting Analysis – involves the gathering and processing of price and volume pattern information for a particular security, sector, broad index, or commodity. This price and volume pattern information is analyzed. The resulting pattern and correlation data are used to detect departures from expected performance and diversification and predict future price movements and trends.

- **Risk:** Our charting analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Technical Analysis – involves studying past price patterns, trends, and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities. An aspect of technical analysis is known as Trend Analysis which tries to predict the future movement of a stock based on past data and to ride that trend until data suggests a trend reversal.

- **Risk:** The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis – involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

- **Risk:** The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Long-Term Purchases – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

- **Risk:** Using a long-term purchase strategy generally assumes the financial markets will go up in the long term which may not be the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

Short-Term Purchases – securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

- **Risk:** Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of time.

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

Tax Considerations

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

Risk of Loss

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

Recommendation of Particular Types of Securities

Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it.

Variable Annuities: A variable annuity is a form of insurance where the seller or issuer (typically an insurance company) makes a series of future payments to a buyer (annuitant) in exchange for the immediate payment of a lump sum (single-payment annuity) or a series of regular payments (regular-payment annuity). The payment stream from the issuer to the annuitant has an unknown duration based principally upon the date of death of the annuitant. At this point, the contract will terminate, and the remainder of the funds accumulated forfeited unless there are other annuitants or beneficiaries in the contract. Annuities can be purchased to provide an income during retirement. Unlike fixed annuities that make payments in fixed amounts or in amounts that increase by a fixed percentage, variable annuities pay amounts that vary according to the performance of a specified set of investments, typically bond and equity mutual funds. Many variable annuities typically impose asset-based sales charges or surrender charges for withdrawals within a specified period. Variable annuities may impose a variety of fees and expenses, in addition to sales and surrender charges, such as mortality and expense risk charges; administrative fees; underlying fund expenses; and charges for special features, all of which can reduce the return. Earnings in a variable annuity do not provide all the tax advantages of 401(k)s and other before-tax retirement plans. Once the investor starts withdrawing money from their variable annuity, earnings are taxed at the ordinary income rate, rather than at the lower capital gains rates applied to other non-tax-deferred vehicles which are held for more than one year. Proceeds of most variable annuities do not receive a "step-up" in cost basis when the owner dies like stocks, bonds, and mutual funds do. Some variable annuities offer "bonus credits". These are usually not free. In order to fund them, insurance companies typically impose mortality and expense charges and surrender charge periods. In an exchange of an existing annuity for a new annuity (so-called 1035 exchanges) the new variable annuity may have a lower contract value and a smaller death benefit; may impose new surrender charges or increase the period of time for which the surrender charge applies; may have higher annual fees and provide another commission for the broker.

Item 9 Disciplinary Information

WealthTrak has been registered and providing investment advisory services since 2012. Neither our firm nor any of our management persons have any reportable disciplinary information.

Item 10 Other Financial Industry Activities and Affiliations

Registrations with Broker-Dealer

Certain persons providing investment advice on behalf of our firm are registered representatives with Purshe Kaplan Sterling Investments, Inc. ("PKS"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. WealthTrak is not affiliated with PKS.

Licensed Insurance Agents/Insurance Agency

Additionally, R. Chris Whited and Tracy Whited are owners of WealthTrak Insurance Services, LLC, an independent insurance agency. If you need insurance, we may refer you to WealthTrak Insurance Services, LLC. In such a case, R. Chris Whited and Tracy Whited will earn compensation for insurance products you purchase through WealthTrak Insurance Services, LLC. Insurance compensation earned by these persons is separate from our advisory fees. This presents a conflict of interest in that we have an incentive to refer you to WealthTrak Insurance Services, LLC. However, as an investment adviser representative of WealthTrak, representatives of our firm have a responsibility to make recommendations that are in the best interests of each Client. You are under no obligation to purchase insurance products through any insurance agency that we might recommend.

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

Description of Our Code of Ethics

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

Participation or Interest in Client Transactions

Neither our firm nor any persons associated with our firm have any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we

have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

Item 12 Brokerage Practices

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 the custodial and brokerage services of 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 will assist you in opening your account. If you do not wish to place your assets with Schwab, then we cannot manage your account. Not all advisors require their clients to use a particular broker-dealer or other custodian selected by the advisor.

How we select brokers/custodians

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

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

Your brokerage and custody costs

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

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.

We have determined that having Schwab execute 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"). If you were to use another broker or dealer you may pay lower transaction costs.

Products and services available to us from Schwab

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

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

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

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

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

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

Services that generally benefit only us. Schwab also offers other services intended to help us manage

and further develop our business enterprise. These services include:

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

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

Our Interest in Schwab's Services

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

Research and Other Soft Dollar Benefits

We do not receive any soft dollar benefits from any broker-dealer.

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

WealthTrak does not engage in directed brokerage.

Block Trades

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

Item 13 Review of Accounts

R. Chris Whited, Managing Partner, and Tracy W. Whited, Chief Investment Officer of WealthTrak, will monitor your accounts on an ongoing basis. We create consolidated reports and, depending on the arrangements made at the inception of the engagement, we may either mail you a written report or make it available to you on your client portal. These reports will contain statistical information about your account. There is also information about your account's holdings as of the end of the period and important disclosure information. The reports that we deliver or make available to you should not be relied upon for tax calculations or any other legal representation.

R. Chris Whited, Managing Partner, and Tracy W. Whited, Chief Investment Officer of WealthTrak, will review financial plans as needed, depending on the arrangements made with you at the inception of your advisory relationship. The reviews are designed to ensure that the planning advice and/or asset allocation recommendations made to you are consistent with your stated investment needs and objectives. It is your responsibility to notify us of any changes in your circumstances or financial needs. Changed circumstances may include but are not limited to marriage, divorce, birth, death, inheritance, lawsuit, retirement, job loss, and/or disability, among others. Unless otherwise agreed to at the inception of the advisory relationship, we will not provide you with additional or regular written updates to the financial plan in conjunction with the review. We recommend meeting with you at least annually to review and update your plan if needed. Additional reviews will be conducted upon your request. Such reviews and updates will be subject to our then-current hourly rate. We will not provide regular written reports for financial planning and consulting services. If you implement financial planning advice through WealthTrak, you will receive trade confirmations and monthly or quarterly statements from relevant custodians.

Item 14 Client Referrals and Other Compensation

Please refer to the *Brokerage Practices* section above for disclosures on research and other benefits our representatives may receive resulting from their relationship with Schwab.

As disclosed under the *Fees and Compensation* section in this brochure, persons providing investment advice on behalf of our firm are licensed insurance agents, and certain persons are also registered representatives with Purshe Kaplan Sterling Investments, Inc., a securities broker-dealer, and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the *Fees and Compensation* section.

Other Compensation

We may receive compensation from Howard Capital Management, Inc. for referring clients to them. This arrangement will not cause you to pay more in advisory fees than you would otherwise pay had there been no solicitor's compensation. All referral fees paid to our firm represent a portion of the fees actually charged to you by Howard Capital Management, Inc. for investment advisory services. There is no differential between the amount or level of investment advisory fees that these firms will charge for managing the client account(s) in excess of that which they would customarily charge for managing any other new client's account with similar assets and which was not referred to them by our firm.

Item 15 Custody

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

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

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 form(s).

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.

Item 17 Voting Client Securities

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

Proxy voting rights for assets managed by Third-Party Manager will be the responsibility of the Third Party Manager. Client may revoke Third-Party Manager's voting authorization at any time by sending a written notice to Advisor. Client retains the responsibility to vote proxies on any assets not managed by a Third-Party Manager.

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

Item 18 Financial Information

We are not required to provide a balance sheet or other financial information to our clients because we do

not require the prepayment of fees in excess of \$1,200 for services that would not be provided within six months; we do not take custody of client funds or securities; and, we do not have a financial condition that is reasonably likely to impair our ability to meet our commitments to you. Moreover, we have never been the subject of a bankruptcy petition.

Item 19 Requirements for State-Registered Advisers

We are a federally registered investment adviser; 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.

As required, in order to provide the Program services, we will provide your private information to your account custodian. We may also provide your private information to mutual fund companies and/or private managers. We will only share the information necessary in order to carry out our obligations to you in servicing your account. We share your personal account data in accordance with our privacy policy as described below.

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, technology platforms, 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.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class-action lawsuit. Moreover, we do not determine 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.