

Item 1: Cover Sheet

**INFORMATIONAL BROCHURE
WRAP FEE PROGRAM BROCHURE**

Aspire Wealth Management Corporation

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This Form ADV Appendix 1 - Wrap Fee Program Brochure ("Wrap Fee Program Brochure") provides information about the qualifications and business practices of Aspire Wealth Management Corporation. If you have any questions about the contents of this Wrap Fee Program Brochure, please contact William D'Agostino at bdagostino@aspirewm.com or the number above. The information in this brochure has not been approved or verified by the U.S. Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about the firm and its representatives is also available on the SEC's website at www.adviserinfo.sec.gov

Item 2: Statement of Material Change

The following material changes have been made to this Wrap Fee Program Brochure, dated March 28, 2024, since the filing of the last Annual Amendment on March 16, 2023, and distribution to Clients:

- No material changes.

Item 3: Table of Contents

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WRAP FEE PROGRAM BROCHURE

ASPIRE WEALTH MANAGEMENT CORPORATION.

Item 4 Services, Fees, and Compensation

A. Services

When Aspire Wealth Management Corporation (“AWM”, “we”, “us” or the “Adviser”) is engaged to provide asset management services we will monitor your accounts to ensure that they are meeting your asset allocation requirements. If any changes are needed to your investments, we will make the changes. This Wrap Fee Program Brochure is provided as a supplement to the AWM Form ADV Part 2A (“Disclosure Brochure”). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting us as your investment adviser.

Under this Wrap Fee Program, AWM offers a single, “bundled” fee for its asset management services, where it includes applicable securities transaction fees, custodial costs, certain mutual fund redemption fees, SEC exchange process fees, administrative fees, trade away transaction, and other fees and expenses (herein “Covered Costs”) related to the management of Client accounts as part of the overall investment advisory fee. This is commonly referred to as a “Wrap Fee Program”. The Adviser sponsors the AWM Wrap Fee Program.

AWM does not engage other portfolio managers to manage assets within the Wrap Fee Program. Rather, AWM is the sole portfolio manager, which means that AWM receives the entire amount of the wrap fee above.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of Covered Costs into the single “bundled” investment advisory fee.

B. Program Costs

Advisory services provided by AWM are offered in a wrap fee structure whereby Covered Costs are included in the overall investment advisory fee paid to AWM. As the level of trading in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. Additionally, the Adviser's recommended Custodian does not charge securities transaction fees for exchange traded fund (“ETF”) and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. The Custodian also offers certain share classes of mutual funds that do not have transaction fees but do carry higher internal expense ratios. As such, the Adviser is incentivized to select ETFs, equity securities and higher expense paying mutual fund shares to limit the overall cost to the Adviser. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity or if there is selection of more investments that bear transaction fees in the Client’s account[s].

Please see Item 5 – Fees and Compensation of the firm’s Form ADV 2A disclosure brochure for complete details on fees.

C. Fees

Investment advisory fees are typically based on the market value of assets under management at the end of each calendar quarter, pursuant to the investment management agreement. Generally, fees vary from 0.50% to 1.00% per annum based on the following schedule:

Total Assets Under Management	Annual Fee (%)
Up to \$500,000	1.00%
\$500,001 to \$1,000,000	0.75%
Over \$1,000,000	0.50%

AWM requires each Client to place at least \$250,000 with the Adviser. This minimum may be waived at the sole discretion of AWM.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees are negotiable at the sole discretion of the Adviser. Factors affecting fee percentages include the size of the account[s], complexity of asset structures, and other factors. Certain Clients may be offered an investment advisory fee at a fixed annual rate or a fixed annual dollar amount. All securities held in accounts managed by AWM will be independently valued by the Custodian. AWM will not have the authority or responsibility to value portfolio securities.

Clients may make additions to and withdrawals from their account[s] at any time, subject to AWM's right to terminate an account. Additions may be in cash or securities provided that AWM reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to AWM, subject to the usual and customary securities settlement procedures. However, AWM designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. AWM may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications. If assets are deposited into or withdrawn from the Client's account[s], the Adviser's fee will be adjusted in the current billing period to reflect the fee difference. The Adviser may negotiate a fee that differs from the schedule above for certain account[s] or holdings.

Investment advisory fees will be calculated by the Adviser and debited directly from each Client's account[s] at the Custodian. The advisory fee is paid quarterly, at the end of each calendar quarter, and the value used for the fee calculation is the net value as of the last market day of the quarter. This means that if your annual fee is 1.00%, then each quarter we will multiply the value of your account by 1.00% then divide by 4 to calculate our fee. Once the calculation is made, we will instruct the Custodian to deduct the fee from your account and remit it to AWM.

Clients whose fees are directly debited will provide written authorization to debit advisory fees from their accounts held by the Custodian directed by the Client. At least quarterly, Clients will receive a statement from the Custodian reflecting the fees to be debited. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's statement as the Custodian does not assume this responsibility.

Clients will incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s], which are not included as part of this Wrap Fee Program. All fees paid to AWM for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. For example, AWM seeks the lowest-cost share class for mutual funds for its Clients. However, there may be circumstances where the mutual fund in the lowest-cost share class charges 12b-1 fees. AWM does not receive any revenue from 12b-1 fees, but this may result in Clients paying higher internal expenses on type of mutual funds. Additionally, fees related to Client-directed trades and account activity, such as electronic funds and wire transfers fees, certificate delivery fees, markups and markdowns,

bid-ask spreads, selling concessions, and other miscellaneous fees and expenses as outlined in the account opening paperwork executed with the Custodian, are generally charged back to the Client. Finally, securities transaction fees for Client-directed trades may be charged back to the Client.

The Adviser does not control nor share in these fees. Clients are encouraged to review all fees charged by the fund[s], third parties and AWM to fully understand the total fees to be paid. Please see Item 5.C – Other Fees and Expenses in the Disclosure Brochure. Additionally, or a complete discussion of expenses related to each mutual fund, please read a copy of the prospectus issued by that fund. AWM can provide or direct you to a copy of the prospectus for any fund that we recommend to you.

D. Compensation

AWM is the sponsor and portfolio manager of this Wrap Fee Program. AWM receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Custodian for the costs associated with the normal trading activity in the Client's account[s]. Neither AWM or AWM advisory personnel receive compensation for recommending the Wrap Fee Program to a Client who participates in the Wrap Fee Program.

Item 5 Account Requirements and Types of Clients

Clients participating in the Wrap Fee Program may include individuals, trusts, foundations, and corporations. AWM requires each Client to place at least \$250,000 with the firm. This minimum may be waived at the sole discretion of AWM.

Item 6 Portfolio Manager Selection and Evaluation

The Wrap Fee Program offered by AWM is sponsored by the firm, and AWM is the sole portfolio manager. The only fees covered under the Wrap Fee Program are transaction fees associated with the purchase and sale of securities in an account managed by AWM. All Client accounts managed by AWM, including Wrap Fee Program Clients, are managed with similar processes, although account recommendations may differ.

Item 7 Client Information provided to Portfolio Managers

AWM is the sponsor and sole portfolio manager for the Wrap Fee Program. The Adviser does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program.

Item 8 Client Contact with Portfolio Managers

Clients may contact AWM, the only portfolio manager, at any time.

Item 9 Additional Information

A. Disciplinary Information and Other Financial Industry Activities and Affiliations

Neither AWM nor its personnel have any disciplinary, regulatory, criminal, civil, or otherwise reportable history to disclose at this time. AWM values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any adviser or service provider with whom you partner. Our backgrounds are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with our firm name or our CRD# 160779.

B. Other Financial Activities and Affiliations

a) Broker-Dealer Affiliation

Advisory Persons of AWM are also registered representatives of PKS. The relationship with PKS allows these Advisory Persons to provide additional products to Clients' portfolios that would not otherwise be available through the Adviser. Because PKS supervises the activities of these professionals as registered representatives of PKS, the relationship may be deemed material. However, PKS is not affiliated with AWM or considered a related party. PKS does not make investment decisions for Client accounts. Registered representative status enables these professionals to receive customary commissions for the sales of various securities, including those they recommend to Clients. Commissions charged for these products will not offset management fees owed to AWM.

Receipt of commissions for investment products that are recommended to Clients gives rise to a conflict of interest for the representative, in that the individual who will receive the commissions is also the individual that is recommending that the Client purchase a given product. This conflict is disclosed to Clients verbally and in this Brochure. Clients are advised that they may choose to implement any investment recommendation through another broker-dealer that is not affiliated with AWM. AWM attempts to mitigate this conflict by requiring that all investment recommendations have a sound basis for the recommendation, and by requiring Advisory Persons to acknowledge their fiduciary responsibility toward each Client. Clients are under no obligation to act upon our recommendations.

b) Futures Commission Merchant/Commodity Trading Adviser

Neither the Adviser nor any related persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading adviser, or an associated person of the foregoing entities.

c) Relationship with Related Persons

Advisory Persons Jennifer Adams, William D'Agostino, and Mark Khozozian are separately licensed as independent insurance professionals. As such, these Advisory Persons may offer insurance products and receive normal and customary commissions as a result of insurance transactions for AWM Clients, in their capacity as licensed insurance agents, and will receive customary commissions for these transactions in addition to any compensation received in their capacity as Advisory Persons of AWM.

Commissions from the sale of insurance products will not be used to offset or as a credit against advisory fees. Advisory Persons have an incentive to recommend insurance products based on the compensation to be received, rather than on a Client's needs. The receipt of additional fees for insurance commissions is therefore a conflict of interest, and Clients should be aware of this conflict when considering whether to engage AWM or utilize these professionals to implement any insurance recommendations. AWM seeks to mitigate this conflict of interest by disclosing the conflict to Clients and informing the Clients that they are under no obligation to act upon any recommendations from Ms. Adams, Mr. D'Agostino, or Ms. Khozozian or effect any transactions through them if they do follow the recommendations. AWM also seeks to mitigate the conflict of interest by requiring Advisory Persons to acknowledge in the firm's Code of Ethics, their individual fiduciary duty to the Clients of AWM, which requires that Advisory Persons put the interests of Clients ahead of their own.

d) Recommendations of other Advisers

AWM does not recommend or select other investment advisers for our Clients.

C. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics

As required by Rule 204A-1 of the Investment Advisers Act of 1940, AWM has adopted a Code of Ethics (the “Code”). As a registered investment adviser, AWM has a duty of utmost good faith to act solely in the best interest of each Client. AWM and its representatives have a fiduciary duty to all Clients. AWM has established a Code of Ethics that all persons associated with the firm must read. They must then execute an acknowledgment agreeing that they understand and agree to comply with the Code of Ethics. The fiduciary duty of AWM and its representatives to Clients is considered the core underlying principle for AWM’s Code of Ethics and represents the expected basis for all dealings with Clients. AWM has the responsibility to make sure that the interests of Clients are placed ahead of it or its associated persons’ own investment interests. All representatives will conduct business in an honest, ethical and fair manner. All representatives will comply with all federal and state securities laws at all times. Full disclosure of all material facts and potential conflicts of interest will be provided to Clients prior to services being conducted. All representatives have a responsibility to avoid circumstances that might negatively affect or appear to affect their duty of complete loyalty to Clients.

Participation or Interest in Client Transactions

The Code requires AWM personnel to report their personal securities holdings and transactions and requires the Chief Executive Officer or Chief Compliance Officer (“CCO”) to pre-approve certain investments. AWM personnel are required to submit an annual report of brokerage accounts and holdings along with an acknowledgement and certification stating that the individual will comply with the Code of Ethics. All supervised persons at AWM are required to submit quarterly transaction reports that detail the individual’s securities transactions for the quarter. On occasion, AWM employees may purchase for his or her own account securities which are also recommended for Clients at the same time the Clients purchase the securities.

To prevent conflicts of interest, Adviser’s Code of Ethics includes personal investment and trading policies for all Access Persons. The Code of Ethics is distributed to all Access Persons, upon employment, annually and upon amendment and all Access Persons acknowledged they have read, understand, and agree to abide by Adviser’s policies and procedures. To address this potential conflict of interest, we impose several restrictions on personal trading. Access Persons may not trade in a manner that would be adverse or detrimental to Client trades. Access Persons statements are reviewed to confirm compliance with the trading procedures. Any Access Persons not observing Adviser’s policies or violating any applicable state and federal Advisory practice regulations, is subject to sanctions up to, and including, termination.

A copy of the Firm’s Code of Ethics will be provided to any Client or prospective Client upon request by contacting Mr. William D’Agostino, CCO by telephone at 617-245-8500 or by email at bdagostino@aspirewm.com.

D. Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of AWM. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client or upon Client request.

Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client’s financial situation, and/or large deposits or withdrawals in the Client’s account[s]. The Client is

encouraged to notify AWM if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Adviser may also provide Clients with periodic reports regarding their holdings, allocations, and performance during Client meetings or as requested.

E. Client Referrals and Other Compensation

Participation in Institutional Adviser Platform

AWM has established an institutional relationship with Schwab through its "Schwab Adviser Services" unit, a division of Schwab dedicated to serving independent advisory firms like AWM. As a registered investment adviser participating on the Schwab Adviser Services platform, AWM receives access to software and related support without cost because the Adviser renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Adviser Services benefit the Adviser and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Adviser endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Adviser's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

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

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

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

Client Referrals from Solicitors

AWM does not engage paid solicitors for Client referrals.

F. Financial Information

AWM has no financial commitment that impairs its ability to meet its contractual and fiduciary commitments to its Clients and has not been the subject of a bankruptcy.

AWM does not require prepayment of fees of more than \$1,200 per client, six months or more in advance.