

MPWM Advisory Solutions LLC

Firm Brochure - Form ADV Part 2A

This brochure provides information about the qualifications and business practices of MPWM Advisory Solutions LLC. If you have any questions about the contents of this brochure, please contact the Advisor at 678-566-4001. 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. Registration does not imply a certain level of skill or training.

Additional information about MPWM Advisory Solutions LLC is also available on the SEC's website at www.adviserinfo.sec.gov. MPWM Advisory Solutions LLC's CRD number is: 169885.

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Item 2: Material Changes

This document includes material updates to the firm's Brochure that have occurred since the last amendment was filed on September 25, 2023. Each of the material changes is described in more detail below.

March 4, 2024

- Item 4 – Firm moved business and main office to Alpharetta, Georgia

Future Changes

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

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Item 4: Advisory Business

A. Description of the Advisory Firm

MPWM Advisory Solutions LLC (hereinafter “MPWM”) is a Limited Liability Company organized in the State of Georgia. The firm was formed in November 2013 in New York, and is owned and operated by Steven J. Mayer, Managing Member. Mr. Mayer has been in the financial services industry for more than 20 years. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by MPWM.

The firm has a network of offices that provide advisory services under *doing business as* (“DBA”) names. We provide investment advisory services to clients through licensed individuals who are Investment Adviser Representatives of our firm. Your investment adviser representative is an independent contractor of our firm. Advisors on occasion have their own legal business entities whose business names and/or trademarks appear on marketing materials as approved by us, or on client statements as accepted by your accounts’ custodian.

A complete list of our approved DBA names can be found by searching for MPWM Advisory Solutions, LLC CRD #169885 at www.adviserinfo.sec.gov and viewing Section 1.B of Schedule D of our Part 1A of Form ADV.

As of December 31, 2023, MPWM manages \$315,719,294 in Client assets, \$315,551,570 of which is managed on a discretionary basis and \$167,724 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

B. Types of Advisory Services

MPWM offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses, and charitable institutions (each referred to as a “Client”).

The Advisor serves as a fiduciary to its Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. MPWM’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

Direct Investment Management Services

We generally follow an established investment management process with a long-term orientation. For most clients, we believe that a long-term diversified approach is the most suitable investment strategy. As part of our asset management services, we create a portfolio consisting of individual stocks or bonds, exchange traded funds (“ETFs”), options, mutual funds, fee-based variable annuities and other public and private securities or investments. We also manage a group of standard model asset allocation portfolios that are used in client accounts, when appropriate. In addition, we also manage affiliate advisers’ custom portfolios, either on an individual basis or as part of our firm’s model portfolios.

Each portfolio is designed to meet the client's particular investment goals, risk tolerance and financial circumstances. The client's individual investment strategy is tailored to their specific needs and include some or all of the previously mentioned strategies and securities. The investment adviser representative recommends a strategy after obtaining a reasonable belief that it is in the client's best interest. Once a portfolio has been determined and agreed upon by the client, we review the portfolio periodically or as often as necessary and will rebalance and/or recommend modifications to the portfolio as needed.

Each investment adviser representative remains responsible for managing client portfolios directly or using MPWM's Investment Management team to assist with managing client portfolios. The experience of our investment adviser representatives who in some circumstances, also serve as portfolio managers will vary from one individual to another. Along those same lines, performance results will also vary from one investment adviser representative to another.

We will manage the client's investment portfolio on a discretionary or a non-discretionary basis. As a discretionary investment adviser, we will have the authority to supervise and direct the portfolio without prior consultation with the client. Under a non-discretionary arrangement, clients must be contacted prior to the execution of any trade in the account(s) under management.

Clients have the ability to impose certain reasonable written restrictions in the management of their investment portfolios, such as prohibiting the inclusion of certain types of investments in a portfolio or prohibiting the sale of certain investments held in the account at the commencement of the relationship. Each client should note, however, that restrictions imposed by a client could adversely affect the composition and performance of the client's investment portfolio. Client investment portfolios are generally treated individually by giving consideration to each purchase or sale for the client's account. For these and other reasons, performance of client investment portfolios within the same investment objectives, goals and/or risk tolerance could differ and clients should not expect that the composition or performance of their investment portfolios would necessarily be consistent with those of clients invested in a similar portfolio.

We generally will not enter into an investment adviser relationship with a prospective client whose investment objectives we consider to be incompatible with our investment philosophy or strategies or where the prospective client seeks to impose unduly restrictive investment guidelines.

Clients have the ability to negotiate the fees to be charged for the services provided within the parameters set by MPWM as disclosed in Item 5 – Fees and Compensation of this brochure. It is possible that different investment adviser representatives charge different fees for providing the same service to clients and different investment adviser representative (in coordination with MPWM) charge their fees according to different methodologies. The specific level of services you will receive, the fees you will be charged, and when you will be charged fees will be specified in your asset management agreement ("Agreement").

MPWM is the sponsor of a wrap fee program (the “Wrap Program” or “Program”). Clients who participate in the Program pay a consolidated fee (“wrap fee”) that includes both the investment advisory fee and transaction fee costs. The wrap fee is based on a percentage of the value in the client’s account in the Program (“wrap fee account”). For more information about the Program please see the Wrap Fee Program Brochure, which is provided to the client at or before the time of establishing a wrap fee account.

MPWM also offers “non-wrap” accounts, where the clients pay for transaction fee costs, over and above the advisory fee paid to MPWM. While the client ultimately decides whether to open a wrap fee account or non-wrap fee account, if the investment adviser representative makes an account type recommendation, they have a duty to recommend the account which they have a reasonable basis to believe is in the client’s best interest, both initially and ongoing.

Wrap fee programs create conflicts of interest for advisers and risks to investors. Examples include incentives for advisers trading less frequently than may be in the client’s best interest, engaging in transactions that reduce costs to the adviser but increase expenses borne by the client, or mis-billing by failing to incorporate certain covered transactions costs into the wrap fee – to the extent that advisers or their supervised persons have incentives to lower their internal costs. Clients may pay more or less by participating in the Wrap Program than if they arranged to receive the same or similar services in a non-wrap fee account. For example, accounts with low trading volumes, high cash balances, or significant fixed income weightings may be able to receive similar services at a lower cost outside of a wrap fee program. In order to mitigate this conflict of interest, MPWM periodically reviews our advisory fees for wrap fee accounts compared with advisory fees for non-wrap fee accounts. Clients should be aware that while the advisory fee in a wrap fee account is typically higher than a non-wrap fee account, that is not always the case.

Clients should also be aware that a wrap fee account may cost you more or less than if the assets were held in a traditional brokerage account. In a brokerage account, you are charged commissions for each transaction, and the representative typically will not agree to monitor your account or provide ongoing advice with respect to the account. So, if you plan to follow a buy and hold investment strategy for the account or do not wish to receive ongoing investment advice or management services, you should consider opening a brokerage account rather than a wrap fee account.

When deciding whether one of our advisory services is appropriate for your needs, you should bear in mind that fee-based accounts often result in lower costs than commission-based accounts during periods of heavier trading. However, during periods of lighter trading a fee-based account may result in higher costs. Depending on various factors, the total cost for a fee-based account versus a commission-based account can vary significantly. Factors which affect the total cost include account size, amount of turnover, type and quantities of securities purchased or sold, commission rates, and your tax situation. It should also be noted that lower fees for comparable service may be available from other sources. You should discuss the advantages and disadvantages of fee-based and commission-based accounts with your investment adviser representative.

Although clients do not pay a transaction charge for transactions in a Wrap account, clients should be aware that MPWM and/or your investment adviser representative pays the

custodian of your account transaction charges for those transactions. The transaction charges paid by us vary based on the type of transaction (e.g., mutual fund, equity or ETF) and for mutual funds based on whether or not the mutual fund pays 12b-1 fees and/or recordkeeping fees to the custodian. Transaction charges paid by MPWM/IAR for equities and ETFs are \$0 to \$9. For mutual funds, the transaction charges range from \$0 to \$45. Because MPWM and/or your investment adviser representative pays the transaction charges in Wrap accounts, there is a conflict of interest in cases where the mutual fund is offered at both \$0 and \$45. Clients should understand that the cost to the Firm of transaction charges may be a factor that the investment adviser representative considers when deciding which securities to select and how frequently to place transactions in a Wrap account.

Our investment adviser representatives, in their separate capacity as registered representatives of LPL Financial, LLC ("LPL"), will not receive a portion of the commissions or 12b-1 fees charged to you from an account where MPWM serves as investment adviser. These commissions may include 12b-1 fees, surrender charges and IRA and qualified retirement plan fees. MPWM's custodians retain these commissions on advisory accounts managed by MPWM.

In many instances, LPL Financial makes available mutual funds in wrap fee accounts that offer various classes of shares, including shares designated as Class A Shares and shares designed for advisory programs, which can be titled, for example, as "Class I," "institutional," "investor," "retail," "service," "administrative" or "platform" share classes ("Platform Shares"). The Platform Share class offered for a particular mutual fund in wrap fee accounts in many cases will not be the least expensive share class that the mutual fund makes available and was selected by LPL in certain cases because the share class pays LPL compensation for the administrative and recordkeeping services LPL provides to the mutual fund.

Clients should understand that other custodian(s) may offer the same mutual fund at a lower overall cost to the investor than is available through LPL wrap fee accounts. In other instances, a mutual fund may offer only Class A Shares, but another similar mutual fund may be available that offers Platform Shares. Class A Shares typically pay Custodian(s) a 12b-1 fee for providing shareholder services, distribution, and marketing expenses ("brokerage related services") to the mutual funds. Platform Shares generally are not subject to 12b-1 fees. As a result of the different expenses of the mutual fund share classes, it is generally more expensive for a client to own Class A Shares than Platform Shares. An investor in Platform Shares will pay lower fees over time and keep more of his or her investment returns than an investor who holds Class A Shares of the same fund.

MPWM has a financial incentive to recommend Class A or Non-transaction Fee ("NTF") Shares in cases where both Class A or NTF and Platform Shares are available. This is a conflict of interest which might incline your investment adviser representative to render advice that is not disinterested. Although the client will not be charged a transaction fee for transactions in LPL wrap fee accounts, MPWM pays LPL a per transaction charge for mutual fund purchases and sales in the account. MPWM generally does not pay transaction charges for Class A or NTF Share mutual fund transactions accounts, but generally does pay transaction charges for Platform Share mutual fund transactions. The cost to your investment adviser representative and/or MPWM of the transaction charges may be a factor which MPWM and/or your investment adviser representative considers when deciding which securities to select and whether or not to place transactions in the account and presents a conflict of interest.

MPWM's internal policy regarding Mutual Fund shares class selection is that MPWM Investment Management will make the appropriate shares class selection based on account type and account size, per our MPWM Investment Management Policies and Procedures. Account balances below a specified threshold in standard model portfolios (as discussed below in Item 8) will invest in a Mutual Fund share class that are NTF funds, that pay a 12b-1 fee, but are not always Class A shares. This policy is reviewed on a quarterly basis. All model portfolios managed by individual investment advisers and not part of the standard model portfolios must be invested in Platform shares or best available share class based on the net expense ratio.

The lack of transaction charges to MPWM for Class A or NTF Share purchases and sales, together with the fact that Platform Shares generally are less expensive for a client to own, presents a significant conflict of interest between MPWM and/or your investment adviser representative and the client. In short, it costs us less to recommend and select Class A or NTF share mutual funds than Platform shares, but Platform shares will generally outperform Class A or NTF mutual fund shares on the basis of internal cost structure alone. Clients should understand this conflict and consider the additional indirect expenses borne as a result of the mutual fund fees when negotiating and discussing with your investment adviser representative the advisory fee for management of an account.

Before we assess any fees or provide formal advice, we will provide you with an Agreement for your review, understanding and signature. The Agreement includes the terms and conditions under which your assets will be managed. Your execution of the Agreement authorizes our firm to determine the specific securities, and the quantity of securities to be purchased or sold for your account for each transaction. The Agreement will remain in effect between you and us until terminated by either party in writing according to the terms within the Agreement.

The Agreement will include the specific fees we propose to charge and how we propose to bill and collect those fees. You also have the ability to impose reasonable limits on investment selections and sectors. However, the firm retains the right to decline to enter into a management agreement with any client whose investment restrictions are contrary to the firm's investment strategies.

Separate Account Managers/Third Party Money Managers

MPWM may recommend to Clients that all or a portion of their investment portfolio be implemented by utilizing one or more unaffiliated money managers or investment platforms (collectively "Independent Managers"). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will be required to enter into a separate agreement with the Independent Manager(s). MPWM serves as the Client's primary advisor and relationship manager. However, the Independent Manager(s) will assume discretionary authority for the day-to-day investment management of those assets placed in their control. MPWM will assist and advise the Client in establishing investment objectives for their account(s), the selection of the Independent Manager(s), and defining any restrictions on the account(s). MPWM will continue to provide oversight of the Client's account(s) and ongoing monitoring of the activities of these Independent Managers. The Independent Manager(s) will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties. The Client, prior to entering into an agreement with an

Independent Manager, will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of those parties. MPWM does not receive any compensation from these Independent Managers or Investment Platforms, other than MPWM's investment advisory fee as described in Item 5 below.

When appropriate, MPWM may also provide advisory services through certain programs sponsored by LPL Financial LLC ("LPL Financial"), a registered investment advisor and broker-dealer. Below is a brief description of each LPL advisory program presently used by MPWM. In certain instances, LPL will permit a lower minimum account size than stated below. For more information regarding the LPL programs, including more information on the advisory services and fees that apply, the types of investments available in the programs and the conflicts of interest presented by the programs, please see the program account packet (which includes the account agreement and LPL Form ADV program brochure) and the Form ADV, Part 2A of LPL or the applicable program.

Model Wealth Portfolios Program (MWP) – MWP offers clients a professionally managed mutual fund asset allocation program. MPWM will obtain the necessary financial data from the client, assist the client in determining the suitability of the MWP program and assist the client in setting an appropriate investment objective. MPWM will initiate the steps necessary to open an MWP account and have discretion to select a model portfolio designed by LPL Financial's Research Department consistent with the client's stated investment objective. LPL's Research Department or third-party portfolio strategists are responsible for selecting the mutual funds or ETFs within a model portfolio and for making changes to the mutual funds or ETFs selected. The client will authorize LPL to act on a discretionary basis to purchase and sell mutual funds and ETFs and liquidate previously purchased securities. The client will also authorize LPL to effect rebalancing for MWP accounts. MWP requires a minimum asset value for a program account to be managed. The minimums vary depending on the portfolio(s) selected and the account's allocation amongst portfolios. The lowest minimum for a portfolio is \$25,000. In certain instances a lower minimum for a portfolio is permitted.

Manager Access Select Program (MAS) – MAS offers clients the ability to participate in the Separately Managed Account Platform (the "SMA Platform") or the Model Portfolio Platform (the "MP Platform"). In the SMA Platform, MPWM will assist client in identifying a third party portfolio manager (SMA Portfolio Manager) from a list of SMA Portfolio Managers made available by LPL, and the SMA Portfolio Manager manages client's assets on a discretionary basis. MPWM will provide initial and ongoing assistance regarding the SMA Portfolio Manager selection process. In the MP Platform, clients authorize LPL to direct the investment and reinvestment of the assets in their accounts, in accordance with the selected model portfolio provided by LPL's Research Department or a third-party investment advisor. A minimum account value of \$50,000 is required for Manager Access Select, however, in certain instances, the minimum account size may be lower or higher.

Guided Wealth Portfolios Program (GWP) – GWP offers clients the ability to participate in a centrally managed, algorithm-based investment program, which is made available to users and clients through a web-based, interactive account management portal ("Investor Portal"). Investment recommendations to buy and sell exchange-traded funds and open-end mutual funds are generated through proprietary, automated, computer

algorithms (collectively, the “Algorithm”) of FutureAdvisor, Inc. (“FutureAdvisor”), based upon model portfolios constructed by LPL and selected for the account. Communications concerning GWP are intended to occur primarily through electronic means (including but not limited to, through email communications or through the Investor Portal), although MPWM will be available to discuss investment strategies, objectives or the account in general in person or via telephone. See LPL’s GWP Program Brochure for detailed information. A minimum account value of \$5,000 is required to enroll in the Managed Service.

Optimum Market Portfolios (OMP) – OMP offers clients the ability to participate in a professionally managed asset allocation program using Optimum Funds shares. Under OMP, the client will authorize LPL on a discretionary basis to purchase and sell Optimum Funds pursuant to investment objectives chosen by the client. MPWM will assist the client in determining the suitability of OMP for the client and assist in setting an appropriate investment objective. Financial Advisors will have discretion to select a mutual fund asset allocation portfolio designed by LPL consistent with the client’s investment objective. A minimum account value of \$10,000 is required.

(LPL offers other advisory account programs that are not presently used by MPWM. MPWM may use additional programs in the future.)

AssetMark

Additionally, MPWM may offer advisory services to Clients by selecting the AssetMark Platform. For more information regarding the AssetMark Platform, refer to AssetMark Platform Disclosure Brochure.

The minimum investment required on the AssetMark Platform depends upon the Investment Solution chosen for a Client’s account and is generally \$10,000 for Mutual Funds and \$25,000 for ETF Accounts, and from \$25,000 to \$1,00,000 for Privately managed and Unified Managed Accounts, depending on the investment strategy selected for the account. These minimums are describe in more detail in the Fees & Minimums Page in the AssetMark Platform Disclosure Brochure. Accounts below the stated minimums may be accepted on an individual basis at the discretion of AssetMark.

Rollover Advice

As an investment adviser, our objective is to provide services which are in the best interest of our clients. A client may consider rolling money out of a 401(k) or other retirement plan or IRA, and into an IRA with MPWM. MPWM maintains policies and procedures that help to ensure that such a rollover recommendation by one of our IARs is in the client’s best interest. A conflict of interest exists for our investment adviser representatives as they have an economic incentive to offer advisory services, including recommending rollovers to clients. This applies to those services for which the advisory fee that we charge, and the compensation that the investment adviser representative receives, is a function of the assets under management. With respect to rollovers from qualified plans or IRAs, clients are under no obligation to roll them over to MPWM and should carefully consider all relevant factors before doing so.

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.

MPWM has implemented policies, procedures, and systems and provided training to help ensure compliance with the special rule.

Financial Planning Services

MPWM may provide a variety of financial planning services to individuals and families, either as a component of investment management or pursuant to a separate written financial planning agreement. We charge an hourly or flat fee for financial planning services offered outside of investment management accounts. The total estimated fee, as well as the ultimate fee is based on the scope and complexity of our engagement with you and will be described in the Client's Financial Planning Agreement.

Retirement Plan Advisory Services

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

- Plan Participant Enrollment and Education
- Investment Oversight Services (ERISA (3(21)))
- Performance Reporting

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

C. Client Account Management

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

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

D. Wrap Fee Programs

As discussed in Item 4B above, MPWM may include the securities transaction fees together with investment advisory fees to provide the Client with a single, bundled fee structure. This combination of fees is typically referred to as a “Wrap Fee Program”. MPWM customizes its investment management services for Clients. This Wrap Fee Program Brochure is included as Appendix 1 to this Disclosure Brochure solely to discuss the fees and conflicts associated with a bundled fee. Please see Appendix 1, which is always included with this Disclosure Brochure.

MPWM is the program sponsor and portfolio manager of accounts within LPL Financial’s SWM II platform. The OMP, GWP and MWP Programs offered by LPL Financial and the accounts established with Assetmark are third-party wrap fee programs. A complete description of these programs and related fees, charges, when charges are due, and termination procedures are described in the respective managers’ disclosure brochures, which you receive at or prior to the time a third-party managed account is established.

Item 5: Fees and Compensation

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of MPWM and the Client.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees range up to 2.25% annually based on several factors, including the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the Client's account(s) to the end of the first quarter and added to the ongoing advance fees going forward. Fees may be negotiable at the sole discretion of the Advisor. Certain Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by MPWM will be independently valued by the Custodian. MPWM will conduct periodic reviews of the Custodian's valuations.

Clients may make additions to and withdrawals from their account[s] at any time, subject to MPWM's right to terminate an account. Additions may be in cash or securities provided that MPWM reserves the right to liquidate any transferred securities or decline to accept securities into a Client's account[s]. Clients may withdraw account assets on notice to MPWM, subject to the usual and customary securities settlement procedures. However, MPWM designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a Client's investment objectives. MPWM 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.

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule that will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.60% annually. For the AssetMark Platform, both the Disclosure Brochure and the Client Billing Authorization will state the fee applicable to your account.

Financial Planning Services

MPWM may offer one-time financial planning services on an hourly or fixed fee basis. Fixed fee engagements are negotiated based on the expected number of hours to complete the engagement at the Advisor's hourly rate.

Fees may be negotiable at the sole discretion of the Advisor, depending on the nature and complexity of services to be provided. A description of the arrangement will be provided to the Client prior to engaging for these services.

Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, in arrears each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Fees are based on the market value of assets in the Plan at the end of the prior calendar quarter. Fees range from 0.25% to 0.75% annually and may be negotiable depending on the size and complexity of the Plan.

B. Fee Billing

Investment Management Services

Investment advisory fees are typically calculated by the Custodian and deducted from the Client's account[s]. The Client shall instruct the Custodian to automatically deduct the investment advisory fee from the Client's account[s] for each billing period and pay the investment advisory fee[s] to the Advisor. The amount due is calculated by applying the quarterly rate (annual rate multiplied by the number of days in the year divided by the number of days in the quarter) to the total assets under management with MPWM at the respective quarter-end date. Note that the amount of days used for quarter-end advisory fee calculations will vary depending on the platform being used. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting advisory fees to be deducted by MPWM directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian. The Custodian deducts the fee – not MPWM.

Use of Independent Managers

For Client accounts implemented through an Independent Manager, the Client's overall fees will include MPWM's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager. The Independent Manager will assume the responsibility for calculating the Client's fees and deducting all fees from the Client's account[s].

Financial Planning Services

Fees for one-time financial planning engagements can be invoiced up to 100%, upon the execution of the financial planning agreement. The Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance. Fees for ongoing financial planning engagements are due promptly upon receipt.

Retirement Plan Advisory Services

Fees are deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than MPWM, in connection with investments made on behalf of the Client's account[s]. MPWM may include securities transactions costs as part of its overall advisory fees. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure. The inclusion of securities transaction fees into a single bundled fee may cost the Client more or less than if paid separately.

In addition, all fees paid to MPWM for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. The Client should review both the fees charged by the fund[s] and the fees charged by MPWM to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

D. Prepayment of Fees

Investment Management Services

MPWM is compensated for its investment advisory services in advance of the quarter in which investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Use of Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. MPWM will assist the Client with the termination and transition as appropriate.

Financial Planning Services

MPWM is compensated for its financial planning services in advance of the engagement. Either

party may terminate the financial planning agreement, at any time, by providing advance notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. For one-time financial planning services, the Client shall be responsible for financial planning fees based on the hours incurred or in the event of a fixed fee engagement, the percentage of the engagement completed. For ongoing financial planning services, the Client shall be responsible for fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

Retirement Plan Advisory Services

MPWM is compensated for its services in arrears of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement(s) with the Advisor is non-transferable without the Client's prior consent.

E. Outside Compensation For the Sale of Securities to Clients

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

Advisory Persons of MPWM are also registered representatives of LPL Financial LLC ("LPL Financial"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a registered representative, an Advisory Person will implement securities transactions under LPL Financial and not through MPWM. In such instances, an Advisory Person will receive commission-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 an Advisory Person in one's capacity as a registered representative is separate and in addition to MPWM's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on your needs. This conflict is mitigated in two ways. First, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Second, MPWM will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our Advisory Persons. Please see Item 10 - Other Financial Industry Activities and Affiliations.

Certain Advisory Persons are also licensed as independent insurance professionals. As an insurance professional, an Advisory Person will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Advisory Persons are separate and in addition to MPWM's 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 Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

MPWM does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7: Types of Clients

MPWM offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses, charitable organizations and retirement plans. MPWM generally does not impose a minimum size for establishing a relationship. However, smaller accounts may be subject to different investment selection and strategies.

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

A. Methods of Analysis and Investment Strategies

MPWM employs fundamental analysis and/or modern portfolio theory in developing investment strategies for its Clients. Research and analysis from MPWM are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

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

Modern portfolio theory attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully choosing the proportions of various assets. The Advisor monitors the Clients investments and risk to determine if adjustments are appropriate.

MPWM generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. MPWM will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, MPWM may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

When Clients use Independent Managers, MPWM introduces the Client to, and advises on the selection of, independent investment managers who provide discretionary management of individual portfolios including a wide variety of security types. Clients will receive a separate disclosure from such investment managers regarding any such investment manager's advisory services.

B. Material Risks Involved

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. MPWM will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's approach:

Market Risks

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

Management Risks

While the Firm manages client investment portfolios, or recommends one or more Managers, based on experience, research and proprietary methods, the value of client investment portfolios will change daily based on the performance of the underlying securities in which they are invested. Accordingly, client investment portfolios are subject to the risk that we or a Manager allocates client assets to individual securities and/or asset classes that are adversely affected by unanticipated market movements, and the risk that our specific investment choices could underperform their relevant indexes.

Cybersecurity Risks

The computer systems, networks, devices, and service providers we use to carry out routine business operations employ a variety of protections designed to prevent damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorized persons, and security breaches. Despite the various protections utilized, these systems, networks, devices, and providers potentially can be breached. A client could be negatively impacted as a result of a cybersecurity breach. Cybersecurity breaches can include unauthorized access to systems, networks, or devices; infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. Cybersecurity breaches can cause disruptions and affect business operations, potentially resulting in financial losses to a client; impediments to trading; the inability by us and other service providers to transact business; violations of applicable privacy and other laws; regulatory fines, penalties, reputational damage, reimbursement or other compensation costs, or additional compliance costs; as well as the inadvertent release of confidential information. Similar adverse consequences can result from cybersecurity breaches affecting issuers of securities in which a client invests; governmental and other regulatory authorities; exchange and other financial market operators, banks, brokers, dealers, and other financial institutions; and other parties. In addition, these entities can incur substantial costs to prevent or mitigate the risk of cybersecurity breaches in the future.

In addition, specific securities carry their own risks:

ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are

traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

Mutual Fund Risks

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

Equity (Stock) Risks

Buying shares of stocks in return for receiving a future payment of dividends and capital gains also carries risk. The value of equity securities may fluctuate in response to specific situations for each company, industry market conditions and general economic environments.

Liquidity Risks

Any product that is traded is subject to liquidity risk, which is the risk of being unable to buy or sell those assets either in the size required or in the timeframe required without adversely affecting the price of the asset. The risk will be high if, for example, a large trade is being executed over a short period of time in an insufficiently liquid market.

Structured Products Risk

Purchasing structured products involve derivatives and a higher degree of risk factors that may not be suitable for all investors. Such risk include risk of adverse or unanticipated market developments, issuer credit quality risk, risk of counterparty or issuer default, risk of lack of uniform standard pricing, risk of adverse events involving any underlying reference obligations, entity or other measure, risk of high volatility, and risk of illiquidity/little to no secondary market. In certain transactions, investors **may lose their entire investment**, i.e., incur an unlimited loss.

Foreign Securities Risks

While foreign investments are important to the diversification of client investment portfolios, they carry risks that may be different from U.S. investments. For example, foreign investments may not be subject to uniform audit, financial reporting or disclosure standards, practices or requirements comparable to those found in the U.S. Foreign investments are also subject to foreign withholding taxes and the risk of adverse changes in investment or exchange control regulations. Finally, foreign investments may involve currency risk, which is the risk that the value of the foreign security will decrease due to changes in the relative value of the U.S. dollar and the security's underlying foreign currency.

Options Risk

A small investment in options could have a potentially large impact on an investor's performance. The use of options involves risks different from, or possibly greater than, the risks associated with investing directly in the underlying assets. Derivatives can be highly volatile, illiquid and difficult to value, and there is the risk that a hedging technique will fail if changes

in the value of a derivative held by an investor do not correlate with the securities being hedged.

Short Selling Risk

When an investor makes a short sale, the investor will often borrow the security sold short and deliver the security to the broker-dealer through which the investor made the short sale as collateral for the investor's obligation to deliver the security upon conclusion of the investment. In connection with short sales of securities, the investor may pay a fee to borrow securities or maintain an arrangement with a broker to borrow securities and is often obligated to pay over any accrued interest and dividends on such borrowed securities. At the conclusion of the investment, the investor will purchase an amount of the security sold short for delivery to the broker-dealer or pay an equivalent amount in cash to close out the trade. If the price of the security sold short increases between the time of the short sale and the time that the investor closes out the trade, the investor will incur a loss; conversely, if the price declines, the investor will realize a capital gain. Any gain will be decreased, and any loss increased, by the transaction costs described above. Accordingly, it is possible that a client selling short may lose more than the initial amount invested in the short sale, and the amount of such loss is theoretically unlimited.

Margin Risk

Clients can elect to borrow funds against his/her investment portfolio for uses other than investing inside a brokerage account. When securities are purchased, they may be paid for in full or a client may borrow part of the purchase price from the account custodian. If a client borrows part of the purchase price, the client is engaging in margin transactions, and there is risk involved with investing on margin. The securities held in a margin account are collateral for the custodian that loaned the client money. If those securities decline in value, then the value of the collateral supporting the margin loan also declines. As a result, the custodian is required to take action in order to maintain the necessary level of equity in the client's account. Custodians may issue a margin call and/or sell other assets in an account to accomplish this. It is important that clients fully understand the risks involved in trading securities on margin, including but not limited to:

- It is possible to lose more funds than are deposited into a margin account;
- The account custodian can force the sale of assets in an account;
- The account custodian can sell assets in the client's account without contacting the client first;
- The client is not entitled to choose which assets in a margin account may be sold to meet a margin call;
- The account custodian can increase its "house" maintenance margin requirements at any time without advance written notice; and
- The client is not entitled to an extension of time on a margin call.

Fixed Income risks

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary and include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the best-known type of fixed income security. In general, the fixed income market is volatile, and fixed income securities carry

interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting (extremely unlikely); however, they carry a potential risk of losing share price value, albeit rather minimal.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.

Item 9: Disciplinary Information

There are no legal, regulatory or disciplinary events involving MPWM or any of its management persons. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 169885.

Item 10: Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

As noted in Item 5.E, Advisory Persons of MPWM are also registered representatives of LPL Financial. In an Advisory Person's separate capacity as a registered representative, an Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person of MPWM. Neither MPWM nor its Advisory Persons will earn ongoing investment advisory fees in connection with any services implemented in an Advisory Person's separate capacity as a registered representative. Under supervision by LPL Financial, LPL Financial may have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions and holdings information. To request a copy of the firm's Privacy Policy, please contact the Advisor at 678-566-4001.

Insurance Agency Affiliations

As noted in Item 5.E, certain Advisory Persons of MPWM serve as insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with MPWM. As an insurance professional, Advisory Persons will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions and revenue generated by insurance sales do not offset regular advisory fees. This creates a conflict of interest in recommending certain products of the insurance companies.

Clients are under no obligation to implement any recommendations made by the Advisor or its Advisory Persons.

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio with one or more Independent Managers. The Advisor does not receive any compensation nor does this present a material conflict of interest. The Advisor will only earn its investment advisory fee as described.

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

A. Code of Ethics

MPWM has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with MPWM ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. MPWM and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of MPWM associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at 678-566-4001.

B. Recommendations Involving Material Financial Interests

MPWM allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. MPWM does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. MPWM does not have a material interest in any securities traded in Client accounts.

C. Investing Personal Money in the Same Securities as Clients

MPWM allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. This may provide an opportunity for Advisors of MPWM to buy or sell securities before or after recommending securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. This risk is mitigated by MPWM requiring

reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information. Advisors of MPWM may not engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as Clients' Securities

While MPWM allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward.

At no time will any associated person of MPWM, transact in any security to the detriment of any Client.

Item 12: Brokerage Practices

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

MPWM has entered custodian / broker-dealer relationships with LPL Financial, Charles Schwab & Co., Inc. ("Schwab"), and Assetmark, Inc. These custodians are all independently owned and are not affiliated with MPWM. Conflicts of interest associated with these arrangements are described below. Clients should consider these conflicts when selecting their custodian. While the firm typically recommends that clients establish brokerage accounts with LPL Financial, clients are advised that they are under no obligation to implement our recommendation and can choose from amongst the other listed custodian broker-dealers at their discretion. Clients may pay commissions or fees that are higher or lower than those that may be obtained elsewhere for similar services.

LPL Financial

The Firm generally recommends that clients establish brokerage accounts with LPL Financial, a FINRA registered broker-dealer, member SIPC, as the qualified custodian to maintain custody of clients' assets. We generally recommend LPL due to the relationship our representatives have with LPL. Our standard of care requires us to recommend broker/dealers that we feel provide services that meet that standard. However, LPL may limit the broker/dealer or custodial platforms for its registered representatives due to its duty to supervise the transactions implemented by these individuals. Clients should be aware that LPL charges MPWM for any assets held away from LPL.

LPL has a wide range of approved securities products for which it performs due diligence prior to selection. LPL's registered representatives are required to only use these products when implementing securities transactions through LPL. Client should be aware that commissions charged for these products may be higher or lower than commissions that they may be able to obtain if transactions were implemented through another broker/dealer.

MPWM receives support services and/or products from LPL Financial, many of which assist us to better monitor and service accounts maintained at LPL Financial. These support services and/or products may be received without cost, at a discount, and/or at a negotiated rate. Where such services are provided by a third-party vendor, LPL Financial will either make a payment to us to cover the cost of such services, reimburse us for the cost associated with the services or pay the third-party vendor directly on our behalf. The products and support services we receive include:

- Investment-related research
- Pricing information and market data
- Software and other technology that provide access to client account data
- Compliance and/or practice management-related publications
- Consulting services
- Attendance at conferences, meetings, and other educational and/or social events
- Marketing support
- Computer hardware and/or software
- Other products and services used by the Firm in furtherance of its investment advisory business operations

These support services are provided to MPWM based on the overall relationship between the firm and LPL Financial. It is not the result of soft dollar arrangements or any other express arrangements with LPL Financial that involves the execution of client transactions as a condition to the receipt of services. MPWM will continue to receive the services regardless of the volume of client transactions executed with LPL Financial. Clients do not pay more for services as a result of this arrangement. There is no corresponding commitment made by the firm to LPL or any other entity to invest any specific amount or percentage of client assets in any specific securities as a result of the arrangement. However, because we receive these benefits from LPL Financial, there is a potential conflict of interest. The receipt of these products and services presents a financial incentive for MPWM to recommend that its clients use LPL Financial's custodial platform rather than another custodian's platform. Because MPWM's recommendation that clients custody their assets at LPL Financial is based in part on the benefit to us of these products and services, and not solely on the nature, cost or quality of custody or brokerage services provided by LPL Financial. MPWM's receipt of some of these benefits may be based on the amount of advisory assets custodied on the LPL Financial platform.

LPL Financial does not participate in, or influence the formulation of, the investment advice we provide, even though we have certain of our supervised persons as Dually Registered Persons. Dually Registered Persons are restricted by certain FINRA rules and policies from maintaining client accounts at another custodian or executing client transactions in such client accounts through any broker-dealer or custodian that is not approved by LPL Financial. LPL Financial charges a fee for its oversight of activities conducted through these other broker-dealers and custodians. This arrangement presents a conflict of interest because we have a financial

incentive to recommend that you maintain your account with LPL Financial rather than with another broker-dealer or custodian to avoid incurring the oversight fee.

LPL Financial provides various benefits and payments to Dually Registered Persons that are new to the LPL Financial platform to assist the representative with the costs (including foregone revenues during account transition) associated with transitioning his or her business to the LPL Financial platform (collectively referred to as "Transition Assistance"). The proceeds of such Transition Assistance payments are intended to be used for a variety of purposes, including but not necessarily limited to, providing working capital to assist in funding the Dually Registered Person's business, satisfying any outstanding debt owed to the Dually Registered Person's prior firm, offsetting account transfer fees (ACATs) payable to LPL Financial as a result of the Dually Registered Person's clients transitioning to LPL Financial's custodial platform, technology set-up fees, marketing and mailing costs, stationary and licensure transfer fees, moving expenses, office space expenses, staffing support and termination fees associated with moving accounts.

Transition payments are generally based on the size of the Dually Registered Person's business established at the prior firm and/or assets under custody on the LPL Financial platform. Such payments typically range from 15 - 30% of the Dually Registered Person's compensation at the prior firm and may be more in some instances. Please refer to the relevant Part 2B brochure supplement for more information about any specific Transition Payments your investment adviser representative may have received. The receipt of Transition Assistance by such Dually Registered Persons creates conflicts of interest relating to our advisory business because it creates a financial incentive for our investment adviser representatives to recommend that clients maintain their accounts with LPL Financial.

These types of arrangements create a conflict of interest because, we have an incentive to direct client accounts to LPL in consideration of the actual or anticipated incentives or consideration we will receive. MPWM and its investment adviser representatives can also receive an economic benefit from LPL in the form of a loan, which is forgiven if MPWM and/or the investment adviser representatives meet certain conditions in terms of maintaining a relationship with LPL. We are sensitive to this conflict of interest and take steps to ensure that it does not affect our decisions for our clients. We attempt to mitigate these conflicts of interest by evaluating and recommending that clients use LPL Financial's services based on the benefits that such services provide to our clients, rather than the economic benefit earned by any particular Dually Registered Person.

AssetMark, Inc.

For Clients using the AssetMark platform, MPWM assists the client in selecting the risk/return objective and Portfolio Strategists that best suit the client's objectives. The client then specifically directs the account to be invested in accordance with the chosen investment solution. When the client selects the investment solutions, the client further directs that the account be automatically adjusted to reflect any adjustment in the asset allocation by the selected Portfolio Strategist. This client authorization results in the purchase and sale of certain mutual funds or ETFs without further authorization by the client or any other party at such time as the Portfolio Strategist changes the composition of the selected model asset allocation.

The client receives confirmation of all transactions in the account and is free to terminate participation in the Platform and retain or dispose of any assets in the account at any time. MPWM has no authority to cause any purchase or sale of securities in any client account, or change the selected model asset allocation or to direct the account to be invested in any manner other than as previously authorized by the client. However, the client may place reasonable restrictions in the account.

If a client selects an IMA or UMA investment solution, the third- party Discretionary Managers are granted the authority to manage the accounts on a discretionary basis, including the authority to buy, sell, select, remove and select securities and other investments for the account, and to select broker-dealers or others through which transactions will be effected.

Charles Schwab

In the unlikely event that a Client is not permitted to Custody assets at LPL Financial, for instance due to their country of residence or Employer restrictions, the firm has an established relationship with Charles Schwab & Co., Inc. MPWM must seek and be granted permission from LPL Financial to open Client Accounts with this alternate Custodian.

Block Trading

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results, taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. MPWM will execute its transactions through the Custodian. MPWM may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Client accounts.

Item 13: Reviews of Accounts

A. Frequency Periodic Reviews and Who Makes Those Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of MPWM under the supervision of the CCO and the firm's Managing Member. The CCO also has oversight of investment advisory processes. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify MPWM if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan, such as pending retirement, termination of employment, physical move, or inheritance. Additional reviews may be triggered by material market, economic or political events.

C. Content and Frequency of Regular Reports Provided to Clients

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

Item 14: Client Referrals and Other Compensation

A. Compensation Received by MPWM

MPWM does not receive securities commissions from product sponsors, broker-dealers or any un-related third party. MPWM may refer Clients to various third parties to provide certain financial services necessary to meet the goals of its Clients. Likewise, MPWM may receive referrals of new Clients from a third-party. However, MPWM and certain Supervised Persons do receive compensation and other economic benefits from LPL Financial as detailed below.

Participation in LPL's Institutional Advisor Platform

MPWM has established institutional relationship with LPL Financial to assist the Advisor in managing Client account[s].

LPL Financial makes available to MPWM various products and services designed to assist MPWM in managing and administering client accounts. Many of these products and services may be used to service all or a substantial number of MPWM's accounts, including accounts not held with LPL Financial. These include software and other technology that provide access to client account data (such as trade confirmation and account statements); facilitate trade execution (and aggregation and allocation of trade orders for multiple client accounts); provide research, pricing information and other market data; facilitate payment of MPWM's fees from its clients' accounts; and assist with back-office functions; recordkeeping and client reporting.

LPL Financial also makes available to MPWM other services intended to help MPWM manage

and further develop its business. Some of these services assist MPWM to better monitor and service program accounts maintained at LPL Financial, however, many of these services benefit only MPWM, for example, services that assist MPWM in growing its business. These support services and/or products may be provided without cost, at a discount, and/or at a negotiated rate, and include practice management-related publications; consulting services; attendance at conferences and seminars, meetings, and other educational and/or social events; marketing support; and other products and services used by MPWM in furtherance of the operation and development of its investment advisory business.

Where such services are provided by a third party vendor, LPL Financial will either make a payment to MPWM to cover the cost of such services, reimburse MPWM for the cost associated with the services, or pay the third party vendor directly on behalf of MPWM.

The products and services described above are provided to MPWM as part of its overall relationship with LPL Financial. While as a fiduciary MPWM endeavors to act in its clients' best interests, the receipt of these benefits creates a conflict of interest because MPWM's [requirement, request or recommendation] that clients custody their assets at LPL Financial is based in part on the benefit to MPWM of the availability of the foregoing products and services and not solely on the nature, cost or quality of custody or brokerage services provided by LPL Financial. MPWM's receipt of some of these benefits may be based on the amount of advisory assets custodied on the LPL Financial platform.

AssetMark Platform

With respect to the AssetMark Platform, MPWM may, subject to negotiation with AssetMark, receive certain allowances, reimbursements or services from AssetMark in connection with ADVISER's investment advisory services to its clients, as described below and in further detail in the Appendix 1 of the AssetMark Platform Disclosure Brochure.

Under AssetMark's Business Development Allowance program, MPWM may receive a quarterly business development allowance for reimbursement of qualified marketing/practice development expenses incurred by the Financial Advisor. These amounts vary depending on the value of the assets on the AssetMark Platform held by Clients of the Financial Advisor.

MARKETING SUPPORT FOR ADVISER

MPWM may enter into marketing arrangements with AssetMark whereby the MPWM receives compensation and/or allowances in amounts based either upon a percentage of the value of new or existing Account assets of Clients referred to AssetMark by MPWM, or a flat dollar amount.

DIRECT AND INDIRECT SUPPORT FOR ADVISER

AssetMark may sponsor annual conferences for participating Financial Advisory Firms and/or Financial Advisors designed to facilitate and promote the success of the Financial Advisory Firm and/or Financial Advisor and/or AssetMark advisory services.

DISCOUNTED FEES FOR FINANCIAL ADVISORS

Financial Advisors may receive discounted pricing from AssetMark for practice management and marketing related tools and services.

COMMUNITY INSPIRATION AWARD

AssetMark offers the Community Inspiration Award to honor selected Financial Advisors across the US who have inspired others by supporting charitable organizations in their communities. AssetMark will make a cash donation, subject to the published rules governing the program, to the ADVISER's nominated charity in accordance with guidelines as outlined in the AssetMark Platform Disclosure Brochure.

B. Compensation to Non Advisory Personnel for Client Referrals

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such compensation shall be paid solely from the investment advisory fees earned by the Advisor and shall not result in any additional charge to the Client.

Item 15: Custody

MPWM does not accept or maintain custody of any Client accounts, except for the authorized deduction of the advisor's fee. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct MPWM to utilize the Custodian for the Client's security transactions. Clients with their account[s] established with an Independent Manager shall be maintained at a "qualified custodian" as the Client agrees with those parties, pursuant to separate agreements between the Client and the Independent Manager. MPWM encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

AssetMark Platform

With regard to the AssetMark Platform, MPWM does not provide custodial services to its clients. Client assets are held with banks, financial institutions or registered broker-dealers that are "qualified custodians." Clients will receive statements directly from the qualified custodians at least quarterly. We urge clients to carefully review those statements and compare the custodial statements to the reports that we provide them. The information in our reports may vary from custodial statements based on accounting procedures, reporting dates or valuation methodologies of certain securities.

Standing Letters of Authorization

Some clients may execute limited powers of attorney or other standing letters of authorization that permit the firm to transfer money from their account with the client's independent qualified Custodian to third parties. This authorization to direct the Custodian is deemed to cause our firm to exercise limited custody over your funds or securities for regulatory reporting purposes, we are required to keep track of the number of clients and accounts for which we may have this ability. MPWM conducts reviews to ensure it is not affiliated with third parties. MPWM does 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 any transfers that may have taken place within your account(s) each billing period. You should carefully review account statements for accuracy. MPWM does not have physical or constructive custody of client accounts. MPWM reviews client's standing letters of authorizations at least annually.

Item 16: Investment Discretion

MPWM generally has discretion over the selection and number of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by MPWM. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by MPWM will be in accordance with each Client's investment objectives and goals. For Clients with account[s] established at an Independent Manager, those account[s] will also be managed by those parties on a discretionary basis.

Item 17: Voting Client Securities (Proxy Voting)

MPWM will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

For Clients in the AssetMark Platform, the Client retains the right to vote proxies if the Account is invested in a Mutual Fund or ETF Investment Solution. If the Account is invested in an IMA or UMA Investment Solution, the Client designates the applicable Discretionary Manager as their agent to vote proxies on securities in the Account. Client acknowledges that as a result of this voting designation they are also designating the Discretionary Manager as their agent to receive proxies, proxy solicitation materials, annual reports provided in connection with proxy solicitations and other materials provided in connection with the above actions relating to the assets in the Account. However, the Client retains the right to vote proxies and may do so by notifying MPWM in writing of the desire to vote future proxies.

Item 18: Financial Information

MPWM neither requires nor solicits prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore does not need to include a balance sheet with this brochure.

Neither MPWM nor its management has any financial condition that is likely to reasonably impair MPWM's ability to meet contractual commitments to clients.

MPWM has not been the subject of a bankruptcy petition in the last ten years.

MPWM Advisory Solutions LLC Wrap Fee Program Brochure

This wrap fee program brochure provides information about the qualifications and business practices of MPWM Advisory Solutions LLC. If you have any questions about the contents of this brochure, please contact us at 678-566-4001 or by email at: steven.mayer@mayerpwm.com. 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 MPWM Advisory Solutions LLC is also available on the SEC's website at www.adviserinfo.sec.gov. MPWM Advisory Solutions LLC's CRD number is: 169885.

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Registration as an investment adviser does not imply a certain level of skill or training.

Version Date: 03/04/2024

Item 2: Material Changes

This Wrap Fee Program Brochure discusses the wrap fee program sponsored by MPWM.

Material Changes:

- None

Material changes relate to MPWM Advisory Solutions LLC 's policies, practices, or conflicts of interests only. At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or firm CRD #169885. You may also request a copy of this Wrap Fee Program Brochure at any time, by contacting the Advisor at 678-566-4001.

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Item 4: Services, Fees and Compensation

A. Advisory Services

MPWM Advisory Solutions, LLC (“MPWM” or the “Advisor”), provides customized investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses, charitable organizations and retirement plans (each referred to as a “Client”). This Wrap Fee Program Brochure is provided as a supplement to MPWM’s 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 MPWM as an investment advisor.

As part of the investment advisory fees noted in Item 5 – Fees and Compensation of the Disclosure Brochure, MPWM includes normal securities transaction fees as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program”. The Advisor sponsors the MPWM Wrap Fee Program.

The Advisor may also recommend that Clients utilize the OMP, GWP and MWP Programs offered by LPL Financial or AssetMark which are each a third-party wrap fee program. A complete description of these programs and related fees, charges, when due and termination procedures are described in the respective managers disclosure brochures, which you receive at or prior to the time a third-party managed account is established.

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees into the single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the MPWM Disclosure Brochure in which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on MPWM’s investment philosophy and related services.**

B. Program Costs

Advisory services provided by MPWM are offered in a wrap fee structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to MPWM. 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. 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 in the Client’s account[s]. A Wrap Fee Program structure has a conflict of interest as the Advisor has an incentive to limit the number of trades placed in the Client’s account[s] or to utilize no

transaction fee (“NTF”) funds to lower overall costs to the Advisor. The Advisor will only place Client assets into a Wrap Fee Program when it is believed to be in the Client’s best interest. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

C. Fees

Investment advisory fees are generally paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees range from up to 2.25% annually based on several factors, including the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the Client’s account[s] to the end of the first quarter, . Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by MPWM will be independently valued by the Custodian. MPWM will conduct periodic reviews of the Custodian’s valuations.

Clients may make additions to and withdrawals from their account[s] at any time, subject to MPWM’s right to terminate an account. Additions may be in cash or securities provided that MPWM reserves the right to liquidate any transferred securities or decline to accept securities into a Client’s account[s]. Clients may withdraw account assets on notice to MPWM, subject to the usual and customary securities settlement procedures. However, MPWM designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a Client’s investment objectives. MPWM 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.

Investment advisory fees are typically calculated by the Custodian and deducted from the Client’s account[s]. The Client shall instruct the Custodian to automatically deduct the investment advisory fee from the Client’s account[s] for each billing period and pay the investment advisory fee[s] to the Advisor. The amount due is calculated by applying the quarterly rate (annual rate multiplied by the number of days in the year divided by the number of days in the quarter) to the total assets under management with MPWM at the respective quarter-end date. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients provide written authorization permitting advisory fees to be deducted by MPWM directly from their accounts held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Clients may 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 the Wrap Fee Program. All fees paid to MPWM for investment advisory services are separate and distinct from the expenses charged by mutual funds and Exchange Traded Funds ("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 as a shareholder in a fund. Additionally, account activity fees, 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 to the Client. Clients are encouraged to refer to the account opening paperwork executed with the Custodian for an outline of all third-party fees not covered under this Wrap Fee Program.

The Advisor does not control nor share in any of these third-party fees. The Client should review all fees charged by the fund[s], third parties and MPWM to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Compensation of the Disclosure Brochure.

D. Compensation

MPWM is the sponsor and portfolio manager of this Wrap Fee Program. MPWM 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].

Item 5: Account Requirements and Types of Clients

MPWM offers investment advisory services to individuals, high net worth individuals, families, trusts, estates, businesses, charitable organizations, and retirement plans. Please see Item 7 – Types of Clients of the Disclosure Brochure for additional information.

Item 6: Portfolio Manager Selection and Evaluation

Portfolio Manager Selection

MPWM serves as the sponsor and as the portfolio manager for the MPWM Wrap Fee Program. MPWM does not select third-party advisors to manage the Wrap Fee Program but may

recommend or implement Client portfolios using Independent Managers and third party wrap fee programs.

Related Persons

MPWM personnel or affiliates serve as portfolio manager[s] for services under this Wrap Fee Program. MPWM only manages this wrap fee program. MPWM does not act as portfolio manager for any third- party wrap fee programs.

Supervised Persons

MPWM Advisory Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4.A. of the Disclosure Brochure.

Performance-Based Fees

MPWM does not charge performance-based fees for its investment advisory services. The fees charged by MPWM are as described in Item 5 – Fees and Compensation of the Disclosure Brochure and are not based upon the capital appreciation of the funds or securities held by any Client. MPWM does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Methods of Analysis

Please see Item 8.A – Methods of Analysis of the Disclosure Brochure for details on the research and analysis methods employed by the Advisor.

Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. MPWM will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss of the Disclosure Brochure for details on investment risks.

Proxy Voting

MPWM does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. MPWM will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

Item 7: Client Information Provided to Portfolio Managers

MPWM is required to describe the type and frequency of the information it communicates to any external managers that may be involved in managing its Clients' investment portfolios.

MPWM serves as the sole portfolio manager under this Wrap Fee Program and, as such, the Advisor has no information to disclose in relation to regarding this Item.

Item 8: Client Contact with Portfolio Managers

MPWM is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at MPWM.

Item 9: Additional Information

A. Disciplinary Information and Other Financial Industry Activities and Affiliations

There are no legal, regulatory, or disciplinary events involving MPWM or any of its management persons. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching using the Advisor's firm name or CRD #169885.

Other Financial Activities and Affiliations

Broker-Dealer Affiliation - Advisory Persons of MPWM are also registered representatives of LPL Financial LLC ("LPL Financial"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In an Advisory Person's separate capacity as a registered representative, an Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person of MPWM. Neither MPWM nor an Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative. Under supervision by LPL Financial, LPL Financial may have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions, and holdings information. Please see our Privacy Policy, which is included with this Disclosure Brochure.

Insurance Agency Affiliations - Advisory Persons of MPWM serve as insurance professionals in their separate capacities. Implementations of insurance recommendations are separate and apart from one's role with MPWM. As insurance professionals, Advisory Persons will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions and revenue generated by insurance sales do not offset regular advisory fees. This creates a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or its Advisory Persons.

B. Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Code of Ethics

MPWM has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code applies to all Supervised Persons associated with MPWM (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to each Client. MPWM and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of MPWM Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (678) 566-4001.

Personal Trading and Conflicts of Interest

MPWM allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted a Code, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information. MPWM does not have a material interest in any securities traded in Client accounts. At no time, will MPWM or any Supervised Person of MPWM, transact in any security to the detriment of any Client. Please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading of the Disclosure Brochure for additional disclosures.

Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of MPWM under the supervision of the Chief Compliance Officer. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Financial planning engagements for ongoing planning support are reviewed at least annually, as per the terms of the financial planning agreement. The Client is encouraged to notify MPWM if changes occur in his/her personal financial situation that might adversely affect his/her investment plan. Additional reviews may be triggered by material market, economic or political events.