

**Item 1- Cover Page**



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Form ADV Part 2A Firm Brochure

**Version date: March 22, 2024**

This brochure provides information about the qualifications and business practices of Oak Harvest Investment Services, LLC. Please contact us at 281-822-1350, or by email at [nathan@oakharvestfg.com](mailto:nathan@oakharvestfg.com) if you have any questions about the contents of this brochure.

Additional information about Oak Harvest Investment Services, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Click on the "Investment Adviser Search" link and then search for "Investment Adviser Firm" using the firm's IARD ("CRD") number, which is 173293.

While the firm and its associates may be registered and/or licensed within a particular jurisdiction, that registration and/or licensing in itself does not imply an endorsement by any regulatory authority, nor does it imply a certain level of skill or training on the part of the firm or its associated personnel.

## **Item 2 - Material Changes**

The material changes in this brochure from the last annual updating amendment of Oak Harvest Investment Services, LLC on 03/14/2023 are described below. Material changes relate to Oak Harvest Investment Services, LLC's policies, practices, or conflicts of interests.

- Oak Harvest Investment Services, LLC is a mutual fund advisor (Item 4)
- Oak Harvest Investment Services, LLC does not manage held away assets through Pontera (Item 4)
- Oak Harvest Investment Services, LLC does not offer Tax Preparation Services (Items 4 and 5)
- Mutual Fund Fees section added (Item 5)
- Insurance and Advisory Products section added (Item 5)
- Compensation for Various Products and Services Offered section added (Item 5)
- Mutual fund conflict of interest disclosed (Item 6)
- Additional disclosures included for closed end funds and interval funds (Item 8)
- New solicitation agreement with PriceKubecka PLLC (Item 10)
- Oak Harvest Investment Services, LLC will avoid "double dipping" (Item 11)
- Oak Harvest Investment Services, LLC utilizes block trading (Item 12)
- Charles Schwab is now the custodian for Oak Harvest Investment Services, LLC (Item 14)
- Disclosures added regarding compensation for insurance products (Item 14)

The firm may at any time update this document and either send a copy of its updated brochure or provide a summary of material changes to its brochure and an offer to send an electronic or hard copy form of the updated brochure. Clients are also able to download this brochure from the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or from our website at [www.oakharvestfg.com](http://www.oakharvestfg.com), or may contact us at (281) 822-1350 or by email at [nathan@oakharvestfg.com](mailto:nathan@oakharvestfg.com) to request a copy at any time.

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## **Item 4 - Advisory Business**

### ***Important Information***

Throughout this document Oak Harvest Investment Services, LLC shall also be referred to as “Oak Harvest”, “the firm,” “firm,” “our,” “we” or “us.” The client or prospective client may be also referred to as “the client,” “client,” “you,” etc., and refers to a client engagement involving a single person as well as two or more persons, and may refer to natural persons and legal entities. The term “advisor” and “adviser” are used interchangeably where accuracy in identification is necessary (i.e., internet address, etc.).

Our firm maintains a business continuity and succession contingency plan that is integrated within the organization to ensure it appropriately responds to events that pose a significant disruption to its operations. A statement concerning the current plan is available separately.

### ***Description of the Advisory Firm***

Oak Harvest Investment Services, LLC is a Texas domiciled limited liability company formed in September of 2014. Our firm is a wholly owned subsidiary of Texas-based OHFG Ventures, LP. We may operate under the trade names of Oak Harvest Investment Services or Oak Harvest Financial Group.

Troy R. Sharpe, CFP® is our advisory firm's Chief Executive Officer. Mr. Sharpe is an owner and majority interest holder of OHFG Management Inc., the owner of OHFG Ventures, LP. Jessica Cannella is also an owner of OHFG Management Inc.

### ***Types of Advisory Services***

Oak Harvest Investment Services, LLC offers portfolio management services and financial planning and consulting services to its clients, as well as educational workshops. Oak Harvest is also a mutual fund advisor.

#### **Financial Planning and Consulting**

Our financial planning and financial consulting services may include, but are not limited to: investment planning, portfolio analysis, financial risk management, employee benefits, tax concerns, divorce planning, legacy concerns, retirement planning, education planning, income and cash flow planning, and debt/credit planning. All financial planning and consulting advice, recommendations, and plans are developed based on your financial situation, via information provided by the client, or from the client's other professionals (accountants, attorneys), with the client's authorization. Planning and consulting services provided may be either broad-based or narrowly focused. Note that when our planning focuses only on certain areas of your interest or need, your overall situation or needs may not be fully addressed due to limitations you may have established.

Our financial plans or financial consultations rendered to clients usually include general recommendations for a course of activity or specific actions to be taken by the clients. For example, recommendations may be made that the client begin or revise investment programs, create or revise wills or trusts, obtain or revise insurance coverage, commence or alter retirement savings, or establish education or charitable giving programs. We refer clients to an accountant, attorney, or other specialist, as necessary for non-advisory related services.

For our financial planning services, we create written financial plans that encompass the use of one or more financial planning software programs. Clients will be provided either printed reports or online access to the firm's created plans via such financial planning programs. In such cases clients can request printed reports at any times.

For financial consultations, we usually do not provide a written financial plan as the process is less formal than our planning service. The firm's advice will be delivered verbally via consultation that takes place in-person, on a call, or virtually. Plans or consultations are typically completed within six (6) months of the client signing a contract with us, assuming that all the information and documents we request from the client are provided to us promptly. Implementation of the recommendations will be at the discretion of the client. Generally, our financial planning services are provided as part of our portfolio management services offering (see directly below).

#### **Portfolio Management Services**

Oak Harvest offers the same suite of portfolio management services to all of our portfolio management clients. For our portfolio management clients, we offer portfolio management services based on the individual goals, objectives, time horizon, and risk tolerance of each client. These services may also include ongoing financial consulting, coaching, and planning. Our portfolio management service offering is inclusive of our financial planning services. Our offering usually includes the development of various deliverables or access to tools such as online accounts via which clients can view the output of financial planning software or written financial plans, but the exact planning tools and outputs will differ based on the client's specific needs.

Oak Harvest conducts a series of meetings with clients during which we collect information outlining the client's current financial situation. We seek to make investment decisions that are in accordance with the information provided and in accordance with the firm's fiduciary duties owed to all of its advisory clients. In addition to the financial consulting and planning services described above, portfolio management services include, but are not limited to, the following:

- Investment Strategy
- Asset Allocation
- Personal Client Profile (Risk Tolerance, Investment Objectives, Goals, etc.)
- Asset and Security Selection
- Regular Portfolio Monitoring

We manage client portfolios on a discretionary or nondiscretionary basis (defined in Item 16). We will generally request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction.

We will review your accounts with you at least annually (See Item 13). It is the client's responsibility to promptly notify us if there is any change in your financial situation and/or investment objectives for the purpose of our reviewing, evaluating, or revising previous account restrictions or firm investment recommendations. In making its recommendations, Oak Harvest will rely on the information in its possession that is provided by the client, or from the client's other professionals (i.e., attorney, accountant), with the client's authorization.

Oak Harvest seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of Oak Harvest's economic, investment or other financial interests. To meet its fiduciary obligations, Oak Harvest attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, Oak Harvest's policy is to seek fair and equitable allocation of investment opportunities/transactions among its clients to avoid favoring one client over another over time. It is our policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis over time.

#### **Types of Investments and Client Imposed Restrictions**

Oak Harvest generally limits its investment advice to mutual funds, interval funds, exchange traded funds (ETFs), fixed income securities, real estate investment trusts (REITS), and equities. Oak Harvest will incorporate any reasonable account restraints you may have for the portfolio. For example, you have the right to exclude certain securities (e.g., single stocks, single bonds, mutual funds, ETFs, etc.) at your discretion. However, if the restrictions prevent Oak Harvest from properly servicing the client account, or if the restrictions would require Oak Harvest to deviate from its standard suite of services, Oak Harvest reserves the right to end the relationship.

#### **Educational Videos and Workshops**

We offer periodic complimentary educational videos and seminar sessions for those desiring general advice on personal finance and investing. Topics may include issues related to general financial planning, educational funding, retirement strategies, implications involving changes in marital status, and various other current economic or investment topics. The information presented will not be based on any one person's need, nor do we provide individualized investment advice to attendees during our general sessions. Any discussion regarding an individual's personal situation is presented is for educational purposes only and should not be construed to be financial advice for that person or someone in a similar situation.

#### **Written Acknowledgement of Fiduciary Status**

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.

### **Assets Under Management**

As of December 2023, our firm has \$728,834,314 of reportable client assets directly under management on a discretionary basis.

### **Wrap Fee Programs**

The firm does not sponsor or serve as a portfolio manager in an investment program involving wrapped (bundled) fees.

## ***General Information***

### **Limitations of Financial Planning Services**

We do not provide legal or accounting services, but with your consent we will work with your attorneys, accountants, or other professionals to assist with the coordination and implementation of various accepted strategies. If requested, we may also recommend the services of other professional services (i.e., attorneys, accountants). The firm receives no compensation for such recommendations and the client is under no obligation to engage in the services of any recommended professional. The client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation from Oak Harvest or its representatives. You should be aware that other professionals will charge you separately for their services and these fees will be in addition to our own fees.

### **Retirement Rollovers**

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences).

If Oak Harvest recommends that a client roll over their retirement plan assets into an account to be managed by Oak Harvest, such a recommendation creates a conflict of interest since Oak Harvest will earn new (or increase its current) compensation as a result of the rollover. No client is under any obligation to rollover retirement plan assets to an account managed by Oak Harvest, and we address this conflict of interest by basing our recommendations off of each client's personal financial situation. Oak Harvest always seeks to act in the best interest of each of our clients.

If you are considering rolling over your retirement funds to an IRA for us to manage, here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
  - a) Employer retirement plans generally have a more limited investment menu than IRAs.
  - b) Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
  - a) If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
  - b) You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
3. Our strategy may have higher risk than the option(s) provided to you in your plan.
4. Your current plan may also offer financial advice.
5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution.
6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
  - a) Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
7. You may be able to take out a loan on your 401k, but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name. It is important that you understand the differences between these types of accounts and to decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

### **Use of Mutual Funds, Exchange Traded Funds, Single Stocks and Bonds**

Most mutual funds, exchange traded funds, and single stocks and bonds are available directly to the public. Thus, a prospective client can obtain many of the funds, stocks, or bonds that may be used by Oak Harvest independent of engaging Oak Harvest as an investment adviser. However, if a prospective client determines to do so, they will not receive Oak Harvest's initial and ongoing investment advisory services.

### **Portfolio Activity or Inactivity**

Oak Harvest will review client investment portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, which may include but are not limited to investment performance, investment or market outlook, economic outlook, changes in company or fund management, fund manager tenure, style drift, account additions/withdrawals, changes in the client's situation, or results of an annual account review. There may be periods of time, which may be substantial, when Oak Harvest determines that changes to a client's portfolio are not necessary. Notwithstanding, we will continue to charge fees on the value of the client's account.

### **Non-Discretionary Service Limitations**

Oak Harvest will generally request discretionary authority for client accounts. However, if a client determines to engage Oak Harvest on a non-discretionary investment advisory basis must be willing to accept that Oak Harvest cannot affect any account transactions without obtaining prior consent to any such transaction(s) from the client. Thus, in the event that Oak Harvest would like to make a transaction for a client's account, and client is

unavailable, Oak Harvest will be unable to affect the account transaction (as it would for its discretionary clients) without first obtaining the client's consent.

### **Investment Risk**

Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Oak Harvest) will be profitable or equal any specific performance levels. Past performance is not indicative of future returns.

## **Item 5 - Fees and Compensation**

### ***Asset-Based Fees for Portfolio Management Service Offering***

Oak Harvest collects a fee for the advice we provide. We manage assets and provide financial consulting, coaching, and planning services (our portfolio management service offering is inclusive of our financial planning and consulting services) for an advisory fee based on the following fee schedule. Clients are assessed an asset-based advisory fee which includes all of our advisory services and that is based on the end of quarter account value in the client's account(s). Advisory fees for portfolio management services are generally non-negotiable. Clients are billed quarterly, in arrears. Fees are paid by withdrawal from your investment account held at the custodian of record. All fees withdrawn from your account will be noted in the account statement you will receive from the custodian.

Our advisory fee is based on the following tiered structure. We bill on a quarterly basis, in arrears, per the following fee schedule:

<b>Assets Under Management</b>	<b>Annualized Asset-Based Fee</b>
\$0-\$999,999	1.37% (137 basis points)
\$1,000,000 – \$1,499,999	1.22% (122 basis points)
\$1,500,000 – \$1,999,999	1.12% (112 basis points)
\$2,000,000 – \$2,999,999	1.07% (107 basis points)
\$3,000,000 – \$3,999,999	.97% (97 basis points)
\$4,000,000 – \$4,999,999	.89% (89 basis points)
\$5,000,000 – \$9,999,999	.81% (81 basis points)
\$10,000,000 – \$24,999,999	.75% (75 basis points)
\$25,000,000 and Over	.62% (62 basis points)

### **Aggregating Fees**

For the benefit of discounting your asset-based fee, we will attempt to aggregate multiple investment accounts belonging to the same individual, or two or more accounts within the same family, or accounts where a family member has power of attorney over another family member's or incompetent person's account when possible.

### **Account Valuations**

Oak Harvest uses the end of quarter account value in the client's account(s) for purposes of determining the market value of the assets upon which the advisory fee is based. Our billing platform uses values taken from the Custodian of Record for each of your accounts to determine the end of quarter value upon which we will bill.

### **Billing Exclusions**

The firm does not invest in or manage securities which are not traded, or other "hard to value" assets. However, on occasion, a client elects to transfer such assets into their investment account held at Oak Harvest. In the event a client elects to transfer such assets into their account held with Oak Harvest, such assets shall not be included in the calculation of the end-of-quarter account value calculation for billing purposes, unless an accurate valuation is



provided by the custodian of record. With the exception of such non-traded, or other “hard to value” assets, the firm does not exclude any other type of assets from billing, including cash and cash equivalents.

### **Advisory Fee Withdrawals**

Your first billing cycle will begin once your agreement is executed with our firm and an initial deposit or transfer of assets has been made into your account held by the custodian of record. Our fees are pro-rated based on the date of initial funding of each of your accounts. It is important to understand that cash flows in and out of the account subsequent to initial funding, or additional deposits of securities, are not pro-rated, regardless of the size of the deposit or transfer. This means that if you are an existing client and you deposit additional funds into an already existing account that has already been open for a full billing cycle, the additional deposit will not be billed on a pro-rated basis. The entire account, including the deposit made midway through the billing period, will be billed for the full billing period, based on the value of the account on the last day of the quarter. Fees will generally be withdrawn from your account(s) within the first 15 days of each billing cycle.

By signing our firm's engagement agreement, as well as the custodian's account opening documents, you will be authorizing the withdrawal of our advisory fees from your account. Your written permission is required before we withdraw any fees from your account. The withdrawal will be accomplished by the custodian of record at the request of our firm, and the custodian will remit our fee directly to our firm. All fees deducted will be noted on account statements that you will receive directly from the custodian of record on a monthly basis. It is important that you verify the accuracy of fee calculations; the custodian will not verify the accuracy of advisory fee assessments for you. If you redeem your accounts prior to fee withdrawal, you will receive an invoice for any unpaid fees.

### ***Financial Planning and Consulting Fees (Stand-Alone Services)***

In certain circumstances and solely at the discretion of the firm, we also may choose to provide planning and consulting services as stand-alone services that do not require clients to give us assets to manage. As a stand-alone service, we charge an hourly fee for Financial Consulting services, with a minimum of one hour required. Financial Planning Fees consist of a fixed fee that is paid in advance, but never more than 6 months in advance. Clients may also engage the firm to further review and update the plan, and to monitor your progress for an ongoing fee that is paid annually. The total estimated fee, as well as the ultimate fee that we charge, is based on the scope and complexity of the engagement.

Clients are under no obligation to engage the firm to develop a written plan. Clients are under no obligation to engage the firm for further review or monitoring of a completed financial plan. Planning and Consulting services provided may be as broad-based or narrowly focused as you desire. Note that when our planning focuses only on certain areas of your interest or need, your overall situation or needs may not be fully addressed due to limitations you may have established.

### **Fees for Financial Consulting (Stand-Alone Service)**

An Oak Harvest advisor or specialist will render one or more consultations with you to provide advice, recommendations, or coaching on matters relevant to your situation. Our hourly fees range between \$150 to \$450 an hour for advice delivered via financial consultations. Financial consultations can be as limited or as broad as each client desires, and the hourly fee is generally based on the scope, complexity and level of expertise required to provide advice for each consultation. Financial Consulting fees are generally negotiable based on these factors. The negotiated fee will be documented and attached to the client's engagement agreement with the firm via the appropriate signed addendum.

### **Fees for Creation of Financial Plan (Stand-Alone Service)**

Oak Harvest will develop a written financial plan for you, utilizing various financial planning programs and applications. Since the scope of each client's financial plan can be as limited or broad as each client desires, Financial Planning Fees are generally negotiated on a case-by-case basis, based on the complexity of your situation, needs, and the time and resources the firm believes will need to be deployed. The negotiated cost for the completion of a financial plan is typically between \$6850 and \$25,000. The negotiated fee will be documented and attached to the client's engagement agreement with the firm via the appropriate signed addendum.

#### **Fees for Further Review and Monitoring and Updates (Stand-Alone Service)**

If the client elects to engage the firm for further review, updates, and monitoring of a completed financial plan, the firm will charge an ongoing fee that is paid annually.

As with the creation of the initial financial plan, the annual fee for further services provided depends on the scope of each client's engagement, and the time and resources that will be deployed. Since the scope of each client's financial planning service can be as limited or broad as each client desires, the annual fee for further review, assistance and monitoring is generally negotiated annually on a case-by-case basis, based on the complexity of your situation, needs, and the time and resources the firm believes will need to be deployed for the year in question. The negotiated annual cost for additional review, assistance, and monitoring is between \$150 and \$5,000 per year. The negotiated fee will be documented and attached to the client's engagement agreement with the firm via the appropriate signed addendum.

#### **Financial Planning and Consulting Fee Payment (Stand-Alone Service)**

Fees for financial planning and consulting services will be paid by check or wire from US-based financial institutions or through a qualified, unaffiliated third-party processor. Our firm does not accept cash, money orders or similar forms of payment for its engagements.

Fees for the creation of a financial plan may be entirely paid in advance, but never more than six months in advance, or on agreed on monthly basis within a period of no more than 12 months. The plan may also be paid for by provision of a 50% payment of the expected total in advance, and any remainder on the completion and delivery of the plan.

Fees for additional assistance, review, and monitoring of a completed financial plan are paid annually, in advance, but never more than six months in advance, or on an agreed on monthly basis within a period of no more than 12 months. The annual fee for additional assistance, review, and monitoring may also be paid for by provision of a 50% payment of the expected total in advance, and any remainder on the completion and delivery of agreed on deliverables or plan updates.

Fees for financial consulting are billed at the conclusion of a consultation. If a series of consultations is necessary, clients will be billed the total fee at the conclusion of the consultations. In the event of an expected series of consultations, the firm may ask for 50% of the planned total fee to be paid in advance, but never more than six months in advance, and the remainder of any fees owed to be paid on completion of the financial consultations.

#### **Educational Workshops Fees**

Workshop sessions are complimentary; no fee is assessed by our firm.

#### **Discounting Fees**

The advisory services to be provided and their fees, along with any other fee assessed by the company (see "Additional Client Fees" below), will be detailed in the client engagement agreement. Published fees may be

discounted at the discretion of our firm.

### ***Additional Client Fees***

The firm will assess a technology service fee from its portfolio management clients that covers the use of the technology platform that provides client reporting, the Oak Harvest Client Portal, and Oak Harvest mobile app. This fee will be delineated in your engagement agreement with Oak Harvest. Though this fee is required and the amount non-negotiable, it may be waived, totally or in part, at the discretion of the firm. The technology service fee is \$45 per year, per custodial account. The technology service fee is withdrawn from your investment account(s) on a pro-rated, quarterly basis.

### ***Client Responsibility for Third-Party Fees***

Clients are responsible for all account fees, including but not limited to, mutual fund fees, transactional fees or custodian asset-based pricing fees, individual retirement account fees, account termination fees, or wire transfer fees. Advisory fees paid by our client to our firm for our services are separate from any of these fees or other similar charges, as well as internal costs associated with certain mutual funds, exchange-traded funds (ETFs), or other instruments.

### ***External Compensation for the Sale of Securities to Clients***

Neither Oak Harvest nor its supervised persons accept any compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

Mr. Sharpe and other firm associates are licensed insurance agents and appointed with various unaffiliated insurance carriers via our insurance agency, Oak Harvest Insurance Services, LLC. Further information with regard to these other activities may be found in each associate's accompanying Form ADV Part 2B brochure supplement. See also Items 10 and 14 below.

These activities create a conflict of interest as there is an incentive to recommend insurance products based on the compensation received from the insurance company for the sale of an insurance product, rather than on the client's needs. Additionally, the offer and sale of insurance products by representatives of Oak Harvest Investment Services are not made in the representatives' capacity as a fiduciary and are limited to insurance providers that have agreements to sell with Oak Harvest Insurance Services.

Oak Harvest Investment Services addresses this conflict of interest by requiring all of its representatives to act in the best interest of the client at all times, including permitting its representatives who are insurance agents to recommend insurance products only in the best interests of the client. Oak Harvest representatives will disclose in advance how they are being compensated and all conflicts of interest involving any advice or service being provided. At no time will there be tying between business practices and/or services; a condition where a client or prospective client would be required to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

No client is ever under any obligation to purchase any insurance product. Insurance products recommended by Oak Harvest representatives may also be available from other providers on more favorable terms, and clients can purchase insurance products recommended by Oak Harvest through other, non-affiliated insurance agencies. Oak Harvest will always act in the best interest of the client.

### ***Termination of Services***

Either party may terminate the agreement for portfolio management, financial consulting, or financial planning at any time upon written notice.

If you terminate your investment management accounts, we will not be responsible for investment allocation, advice, or transactional services (except for limited closing transactions). If the Client did not receive the Firm's Form ADV Part 2 brochure at least 48 hours prior to entering into the Agreement, then the Client will have the right to terminate the engagement without fee or penalty within five business days after entering into the Agreement. If the client did receive the firm's Form ADV Part 2, or after the five-day period noted above, the Client will be assessed fees on a prorated basis for services incurred from either (i) as a new Client, the date of the engagement to the date of account termination or receipt of notice of termination, or (ii) all other accounts, the last billing period to the date of account termination or receipt of notice of termination.

**Financial Planning and Consulting:** Clients may terminate the agreement without penalty for a full refund of Oak Harvest's fees within 5 business days of signing the Financial Planning Agreement as long as the client has not engaged in any financial consultations. Beyond that period, upon termination, the client will be responsible for paying the pro-rated fee for work completed but unpaid (if any) at the time the termination becomes effective.

Financial Consulting clients who have signed the agreement but have not yet engaged in any financial consultations are entitled to have the full amount of any paid fees refunded. If the client has already received a financial consultation, the client will owe fees only for completed consultation(s). If any fees were paid in advance, the client is only responsible for paying the pro-rated fee (if applicable) for consultations completed at the time the termination becomes effective. Any further fees will be refunded as described below.

Oak Harvest will determine, in good faith, an amount equal to the unearned fees, if any, and shall promptly refund such amount to you. "Unearned fees" means the portion of any fees that we determine are attributable to services that had not been performed by us prior to receipt of notice of termination from you. In the case of the annual fee for additional assistance, review, and monitoring, fees due will be pro-rated and any unearned fee will be refunded to the client. Refunds for fees paid in advance will be returned within 14 days to the client via check.

### ***Mutual Fund Fees***

The Oak Harvest Long/Short Hedged Equity Fund is a no-load fund offered to Oak Harvest advisory clients. Advisory clients should be aware that the fees on this Oak Harvest managed fund are higher than the fees charged in separately managed accounts. This creates a conflict of interest for Oak Harvest and its investment adviser representatives. To address this conflict, Oak Harvest investment adviser representatives who advise on client accounts are compensated the same regardless of the amounts allocated to the fund or separately managed accounts. In addition, to prevent "double dipping", any client who purchases this fund will not be charged an advisory fee for any assets allocated to the fund since the client is already paying the fund fees outlined in the fund's prospectus. Clients are under no obligation to purchase any product advised by, or affiliated with, Oak Harvest.

### ***Insurance and Advisory Products***

Some Oak Harvest investment adviser representatives are also independent insurance agents. The agents and Oak Harvest Insurance Services, LLC earn combined commissions of up to 7.5% for selling insurance products, separate and in addition to our advisory fees. Representatives and/or the firm will receive higher compensation when offering insurance products. The sale of insurance and annuities will pay upfront commissions that are higher than our investment management fees. This higher commission from the sale of annuities and life insurance creates a conflict of interest. To address this conflict, Oak Harvest makes a reasonable effort to reduce the disparity in investment adviser representative compensation for insurance and advisory products utilized when allocating client accounts. In addition, clients must complete the suitability questionnaire for the applicable insurance company prior to purchasing an annuity.

Oak Harvest Insurance Services, LLC, will also receive bonus compensation in the form of overrides and bonuses

from independent marketing organizations and insurance carriers. This bonus compensation could be as high as 3%, which creates an additional conflict of interest when recommending one specific product over another. This conflict is mitigated because Oak Harvest Insurance Services, LLC will not share any bonus compensation with advisors and does not require advisors or insurance agents to recommend one product over another. Oak Harvest Insurance Services, LLC does not discuss with insurance agents or advisors which products pay additional overrides or bonuses.

Oak Harvest insurance representatives receive benefits from an Insurance Marketing Organization such as operation and marketing support, and invitations to conferences.

### ***Compensation for Various Products and Services Offered***

Various fee and commission schedules are assigned to insurance products, advisory services and any mutual fund managed by our firm. The differing commission and fee schedules present a conflict of interest for investment advisor representatives because they and/or the firm will receive higher compensation when offering insurance products or our mutual fund to clients. To address this conflict, Oak Harvest makes a reasonable effort to reduce the disparity in investment adviser representative compensation for insurance and advisory products utilized when allocating client accounts.

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

Our firm's advisory fees will not be based on a share of capital gains or capital appreciation (growth) of any portion of managed funds, also known as performance-based fees. Our fees are not affected by side-by-side management, which refers to a firm simultaneously managing accounts that do pay performance-based fees (such as a hedge fund) and those that do not.

The Oak Harvest Long/Short Hedged Equity Fund may be offered to Oak Harvest advisory clients. Any client who purchases this fund will not be charged an advisory fee for any assets allocated to the fund since the client is already paying the fund fees outlined in the fund's prospectus. Advisory clients should be aware that the fees on Oak Harvest managed funds are higher than the fees charged in separately managed accounts. To address this conflict of interest, investment adviser representatives of Oak Harvest who advise on client accounts are compensated the same for amounts allocated to the fund or separately managed accounts.

### **Item 7 - Types of Clients**

Oak Harvest provides advisory services generally to the following types of clients:

- Individuals
- Families
- High Net Worth Individuals
- High Net Worth Families

In addition, Oak Harvest advises the Oak Harvest Long/Short Hedged Equity Fund and may advise additional funds in the future. The firm is willing to expand our advisory services to other types of clients.

### ***Minimum Account Size for Portfolio Management Services***

Our minimum requirement for opening or maintaining an account for our portfolio management services is generally \$500,000. This minimum may be waived or reduced at the Advisor's discretion.

We reserve the right to waive or discount any of the firm's fees based on unique individual circumstances, special arrangements, or pre-existing relationships. However, we may decline services to a prospective client for any lawful reason.

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

Investing in securities involves risk of loss that clients should be prepared to bear.

Oak Harvest Investment Services utilizes a series of meetings and questionnaires to determine your investment goals, risk tolerance, time horizon, and other information related to your financial situation to determine investment strategies and allocations that are best suited to fit the client's needs. After Oak Harvest evaluates the client's financial needs, we will design investment programs to assist the client in achieving their financial goals.

### ***Analysis Methods***

Security analysis used by Oak Harvest may include the following:

#### **Fundamental Analysis**

Fundamental analysis involves analyzing a business's financial statements and health, management and competitive advantages, and competitors and markets.

#### **Technical Analysis**

Technical analysis is a discipline for forecasting the direction of prices through the study of past market data, primarily price and volume.

#### **Cyclical and Value Analysis**

Cyclical analysis is an analysis of recurring periods of expansion and contraction that can impact a company's profitability and cash flow to find favorable conditions for buying and/or selling a security. Value-based analysis seeks to find securities that are undervalued relative to the market as a whole, or a particular economic sector or industry group.

### ***Sources of Information***

Our research is drawn from sources that include:

- Financial periodicals
- Reports from economists and other industry professionals
- Corporate ratings services
- Company annual reports
- Conference calls
- Press releases
- Prospectuses and other regulatory filings
- World wide web
- Research materials prepared by others
- Historical data from securities exchanges

### ***Investment Strategies***

Oak Harvest uses:

- Long term purchases which are investments held at least one year
- Short term purchases which are investments sold within a year

Portfolios will hold investments including mutual funds (including real estate mutual funds), interval funds, ETFs, individual equities (including REITs), and fixed income (bond) positions.

### ***Material Risk Involved***

Clients must understand that past performance is not indicative of future results. Therefore, current and prospective clients (including you) should never assume that future performance of any specific investment or investment strategy will be profitable. Investing in securities (including stocks, mutual funds, and bonds) involves risk of loss.

Further, depending on the different types of investments there may be varying degrees of risk. Clients and prospective clients should be prepared to bear investment loss including loss of original principal. Because of the inherent risk of loss associated with investing, our firm is unable to represent, guarantee, or even imply that our services and methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to market corrections or declines. There are certain additional risks associated when investing in securities through my investment management program.

### ***Risks of Methods of Analysis***

**Fundamental analysis** concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

**Technical analysis** attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

**Cyclical and value analysis** assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit. Risk related to value analysis include the mis-valuing of securities relative to the market as a whole, sectors, or competitors, and risks that the share price of under-valued security may not increase in value for longer than expected or at all.

### ***Risks of Investment Strategies***

**Long term trading** is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

**Short term trading** risks include liquidity, economic stability, and inflation, in addition to the long-term trading risks listed above. Frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes.

## ***Risks of Specific Securities Utilized***

Clients should be aware that there is a material risk of loss using any investment strategy. The investment types listed below are not guaranteed or insured by the FDIC or any other government agency.

**Mutual Funds:** Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond “fixed income” nature (lower risk) or stock “equity” nature.

**Exchange Traded Funds (ETFs):** An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss, sometimes up to a 100% loss in the case of a stock holding bankruptcy. Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Precious metal ETFs (e.g., gold, silver, or other bullion backed “electronic shares” not physical metal) specifically may be negatively impacted by several unique factors, among them (1) large sales by the official sector which own a significant portion of aggregate world holdings in gold and other precious metals, (2) a significant increase in hedging activities by producers of gold or other precious metals, (3) a significant change in the attitude of speculators and investors.

**Closed End Funds (CEFs):** CEFs are investment funds traded on stock exchanges, similar to stocks. Investing in CEFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest, illiquidity, poor trade execution in adverse market conditions and the possibility of inadequate regulatory compliance. In addition, because CEFs are traded on exchanges, they may trade at prices above or below their net asset value (“NAV”). As a result, investors in CEFs may purchase fund shares at prices above their NAV or sell shares at prices below their NAV.

**Interval Funds:** While interval funds are technically classified as closed end funds, their risks are more similar to mutual funds. In addition to the mutual fund risks listed above, interval funds typically have restricted liquidity, and in most cases, investors will only be able to redeem their shares once per quarter during the repurchase period. The price that investors will receive via the repurchase will be based on the per share NAV determined as of a specified date. Interval funds are not required to purchase all of an investor’s shares during a single repurchase period but may instead elect to buy back only a portion of the shares over multiple quarters. It may take multiple quarters for the holder of an interval fund to liquidate their position. An interval fund’s prospectus and annual report will disclose the various details of the repurchase offer process.

**Equity** investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

**Fixed Income** investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can 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. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing



described below.

**Real Estate funds (including REITs)** face several kinds of risk that are inherent in the real estate sector, which historically has experienced significant fluctuations and cycles in performance. Revenues and cash flows may be adversely affected by: changes in local real estate market conditions due to changes in national or local economic conditions or changes in local property market characteristics; competition from other properties offering the same or similar services; changes in interest rates and in the state of the debt and equity credit markets; the ongoing need for capital improvements; changes in real estate tax rates and other operating expenses; adverse changes in governmental rules and fiscal policies; adverse changes in zoning laws; the impact of present or future environmental legislation and compliance with environmental laws.

**PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. INVESTING IN SECURITIES INVOLVES A RISK OF LOSS THAT YOU, AS A CLIENT, SHOULD BE PREPARED TO BEAR.**

### **Item 9 - Disciplinary Information**

Neither the firm nor its management has been convicted in a material criminal or civil action in a domestic, foreign or military jurisdiction, an administrative enforcement action, or self-regulatory organization proceeding per current guidelines.

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

Oak Harvest and its representatives may refer clients to other third parties, which could include accounting firms, law firms, real estate brokers, and banking firms. Oak Harvest and our associated persons will not receive any compensation for such referrals.

#### ***Registration as a Broker/Dealer or Broker/Dealer Representative***

Neither Oak Harvest nor its representatives are registered as, or have pending applications to become, a broker/dealer or a representative of a broker/dealer.

#### ***Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor***

Neither Oak Harvest nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Advisor or an associated person of the foregoing entities.

#### ***Registration Relationships Material to this Advisory Business and Conflicts of Interests***

Some firm associates are licensed insurance agents and appointed with various unaffiliated insurance carriers via our insurance agency Oak Harvest Insurance Services, LLC. Further information with regard to these other activities may be found in each associate's accompanying Form ADV Part 2B brochure supplement.

These activities create a conflict of interest as there is an incentive to recommend insurance products based on the compensation received from the insurance company for the sale of an insurance product, rather than on the client's needs. Additionally, the offer and sale of insurance products by representatives of Oak Harvest Investment Services are not made in the representatives' capacity as a fiduciary, and are limited to insurance providers that have agreements to sell with Oak Harvest Insurance Services.

Oak Harvest Investment Services addresses this conflict of interest by requiring all of its representatives to act in the best interest of the client at all times, including permitting its representatives who are insurance agents to

recommend insurance products only in the best interests of the client. Oak Harvest representatives will disclose in advance how they are being compensated and all conflicts of interest involving any advice or service being provided. At no time will there be tying between business practices and/or services; a condition where a client or prospective client would be required to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

No client is ever under any obligation to purchase any insurance product. Insurance products recommended by Oak Harvest representatives may also be available from other providers on more favorable terms, and clients can purchase insurance products recommended by Oak Harvest through other, non-affiliated insurance agencies. Oak Harvest will always act in the best interest of the client.

Oak Harvest Insurance Services, LLC has entered into a solicitation agreement with PriceKubecka PLLC. As a result, accounting clients of PriceKubecka will be referred to Oak Harvest Investment Services, LLC and Oak Harvest Insurance Services, LLC. Oak Harvest Insurance Services, LLC will share revenue with PriceKubecka for insurance products sold to PriceKubecka clients. Certain Oak Harvest clients will be referred to PriceKubecka for their tax services. PriceKubecka will not have the ability to determine allocations between insurance and investment products for any Oak Harvest client.

### ***Selection of Other Advisers or Managers and How This Advisor is Compensated for Those Selections***

Oak Harvest does not utilize nor select third-party investment advisers. All assets are managed by Oak Harvest Investment Services.

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

### ***Code of Ethics***

Oak Harvest has adopted a Code of Ethics for all supervised persons of the firm describing its high standard of business conduct and fiduciary duty. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Oak Harvest must acknowledge the terms of the Code of Ethics annually, or as amended. Oak Harvest's Code of Ethics is available free upon request to any client or prospective client.

### ***Recommendations Involving Material Financial Interests***

The Oak Harvest Long/Short Hedged Equity Fund is a no-load fund that may be offered to Oak Harvest advisory clients. Advisory clients should be aware that the fees on this Oak Harvest managed fund are higher than the fees charged in separately managed accounts. This creates a conflict of interest for Oak Harvest and its investment adviser representatives. To address this conflict, Oak Harvest investment adviser representatives who advise on client accounts are compensated the same regardless of the amounts allocated to the fund or separately managed accounts. In addition, to prevent "double dipping", any client who purchases this fund will not be charged an advisory fee for any assets allocated to the fund since the client is already paying the fund fees outlined in the fund's prospectus. Clients are under no obligation to purchase any product advised by, or affiliated with, Oak Harvest.

### ***Investing Personal Money in the Same Securities as Clients***

From time to time, representatives of Oak Harvest may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of Oak Harvest to buy or sell the same securities before or after recommending the same securities to clients, or prior to executing the transaction in an Oak Harvest managed fund. This could result in representatives profiting from the recommendations they provide to clients or front-running fund transactions. Such transactions may create a conflict of interest due to the potential financial gain that could be realized by the representative.

This conflict of interest is largely addressed due to the types of securities transacted by the Oak Harvest investment team. Typically, the investment team purchases larger capitalization equity securities which are more difficult to manipulate due to high average daily trading volumes. In addition, Oak Harvest employee trading is monitored and reviewed on at least a quarterly basis. We will address transactions that could be construed as conflicts of interest to ensure neither the fund or our employees engage in trading that results in a disadvantage to advisory clients or fund shareholders.

### ***Trading Securities At/Around the Same Time as Clients' Securities***

From time to time, representatives of Oak Harvest may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of Oak Harvest 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 conflict of interest is largely addressed due to the types of securities transacted by the Oak Harvest investment team. Typically, the investment team purchases larger capitalization equity securities which are more difficult to manipulate due to average daily trading volumes. In addition, Oak Harvest employee trading is monitored and reviewed. We will address transactions that could be construed as conflicts of interest to ensure neither the fund or Oak Harvest employees engage in trading that results in a disadvantage to advisory clients or fund shareholders.

### ***Privacy Policy Statement***

We respect the privacy of all clients and prospective clients (collectively termed "customers" per federal guidelines), both past and present. It is recognized that customers have entrusted our firm with non-public personal information, and it is important that both access persons and customers are aware of firm policy concerning what may be done with that information. Federal law gives the customer the right to limit some but not all sharing of personal information. It also requires us to tell you how we collect, share, and protect your personal information. The firm provides customers with the privacy policy on an annual basis, and at any time, in advance, if the privacy policy is expected to change. The firm collects personal information about customers from the following sources:

- Information provided to us complete their plan or investment recommendation;
- Information provided via engagement agreements and other documents completed in connection with the opening and maintenance of an account;
- Information customers provide verbally; and
- Information received from service providers, such as custodians, about account transactions.

#### **Types of Nonpublic Personal Information We Collect:**

We collect nonpublic personal information about you that is either provided by you or obtained by us with

your authorization. This can include but is not limited to: your Social Security Number, Date of Birth, Banking Information, Financial Account Numbers and/or Balances, Sources of Income, and Credit Card Numbers or Information. When you are no longer our customer, Oak Harvest will continue to adhere to this Privacy Policy with your information.

The firm does not disclose non-public personal information about our customers to anyone, except in the following circumstances:

- When required to provide services our customers have requested
- When our customers have specifically authorized us to do so;
- When required during the course of a firm assessment (i.e., independent audit); or
- When permitted or required by law (i.e., periodic regulatory examination).
- For marketing by Oak Harvest – to offer Oak Harvest’s products and services to clients;
- For joint marketing with other financial companies;
- For affiliates’ everyday business purposes – information about client transactions and experience; or
- For non-affiliates to market to clients (only where allowed).

If you are a new customer we may begin sharing your information on the day you sign our agreement. If a client decides to close his or her account(s) or becomes an inactive customer, Oak Harvest will adhere to the privacy policies and practices as described in this Privacy Policy. However, you can contact us at any time to limit our sharing.

Federal law allows you the right to limit the sharing of your NPI by “opting-out” of the following: sharing for non-affiliates’ everyday business purposes – information about your creditworthiness; or sharing with affiliates or non-affiliates who use your information to market to you. State laws and individual companies may give you additional rights to limit sharing. Please notify us immediately if you choose to opt out of these types of sharing.

Oak Harvest restricts access to clients’ personal and account information to those employees who need to know that information to provide products or services to its clients. Oak Harvest maintains physical, electronic, and procedural safeguards to guard clients’ non-public personal information.

In addition to Oak Harvest’s listed access persons, any IT persons or other technical consultants employed at the firm may also have access to non-public client information at any time. An on-site or off-site server that stores client information, third-party software that generates statements or performance reports, or third-party client portals designed to store client files all hold the potential for a breach of non-public client information.

To mitigate a possible breach of the private information, Oak Harvest uses encryption software on all computers and evaluates any third-party providers, employees, and consultants with regard to their security protocols, privacy policies, and/or security and privacy training.

## **Item 12 - Brokerage Practices**

### ***Factors Used to Select Custodians and/or Broker Dealers***

Custodians/broker-dealers will be recommended to our clients based on our duty to seek “best execution,” which is the obligation to seek execution of securities transactions for a client on the most favorable terms for the client under the circumstances.

To address its best execution obligation, Oak Harvest (i) maintains best execution policies and procedures designed to address our current business; (ii) monitors qualitative factors related to our custodians, including execution capability, financial responsibility and responsiveness, the execution performance; and (iii) conducts ongoing due diligence of the custodians execution to verify that that prices received were favorable under prevailing market conditions.

Clients will not necessarily pay the lowest commission or commission equivalent, and Oak Harvest may also consider the market expertise and research access provided by the broker-dealer/custodian, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other resources provided by the brokers that may aid in Oak Harvest's research and portfolio management efforts. Oak Harvest will never charge a premium or commission on transactions, beyond the actual cost imposed by the broker-dealer/custodian.

For advisory clients, Oak Harvest utilizes Charles Schwab & Co., Inc for brokerage services.

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

While the firm has no formal soft dollar program in which soft dollars are used to pay for third party services, Oak Harvest receives research, products, or other services from custodians and broker-dealers in connection with client securities transactions ("soft dollar benefits"). Oak Harvest may enter into soft-dollar arrangements consistent with (and not outside of) the safe harbor contained in Section 28(e) of the Securities Exchange Act of 1934, as amended.

There can be no assurance that any particular client will benefit from soft dollar research, whether or not the client's transactions paid for it, and Oak Harvest does not seek to allocate benefits to client accounts proportionate to any soft dollar credits generated by the accounts. Oak Harvest benefits by not having to produce or pay for the research, products or services, and Oak Harvest will have an incentive to recommend a broker-dealer based on receiving research or services. Clients should be aware that Oak Harvest's acceptance of soft dollar benefits may result in higher commissions charged to the client.

### ***Brokerage for Client Referrals***

Oak Harvest receives no referrals from a broker-dealer or third party in exchange for using that broker-dealer or third party.

### ***Clients Directing Which Broker/Dealer/Custodian to Use***

Our firm does not engage in directed brokerage. As a result, clients could pay higher commissions or other transaction costs, potentially experience greater spreads, or receive less favorable net prices on transactions for their account than would otherwise be the case if they had the opportunity to direct brokerage.

Our operational relationship with our custodian requires client accounts custodied with them to have trades executed per their order routing requirements. We do not direct which executing broker should be selected for client account trades; whether that is an affiliate of our preferred custodian or another executing broker of a custodian's choice. As a result, a client may pay higher commissions or other transaction costs, experience greater spreads, or receive less favorable net prices on transactions than might otherwise be the case. In addition, since we routinely recommend a custodian for our advisory clients, and that custodian may choose to use the execution services of its broker affiliate for some or all of our client account transactions, there is an inherent conflict of interest involving our recommendation since our advisory firm receives various products or

services described in this section from that custodian. Note that we are not compensated for trade routing/order flow, nor are we paid commissions on such trades. We do not receive interest on our client accounts' cash balances.

### ***Aggregating (Block) Trading for Multiple Client Accounts***

Oak Harvest often aggregates orders with the broker on behalf of all such clients in order to ensure fairness for all clients. Block trades are reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. Oak Harvest determines the appropriate number of shares for each account. Oak Harvest does not receive any additional compensation or remuneration as a result of such aggregation.

## **Item 13 - Review of Accounts**

### ***Frequency and Nature of Periodic Reviews and Who Makes Those Reviews***

All client accounts for Oak Harvest's advisory services provided on an ongoing basis are reviewed at least annually by the advisor with consultation from the firm's in-house Investment Team as needed. Oak Harvest will make reasonable attempts to schedule at least one meeting or conference call with you each year. The purpose of these reviews is to evaluate investment objectives, risk tolerance levels, and other information and ensure it remains up to date. If a client does not attend a scheduled meeting, it is the client's responsibility to reschedule.

Financial planning accounts are reviewed upon financial plan creation and plan delivery by the client's investment advisor representative. Financial plans will undergo a review of the financial plan at the time of creation and delivery by the firm by the client's investment advisor representative. If the client has elected to engage the firm for additional assistance, review, and monitoring of a financial plan, the investment advisor representative will conduct reviews on the agreed upon basis, which will be notated in the client's agreement with the firm, or at least annually.

### ***Factors That Will Trigger a Non-Periodic Review of Client Accounts***

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to financial plans, Oak Harvest's services will generally conclude upon delivery of the financial plan. If the client has elected to engage the firm for additional assistance, review, and monitoring of the financial plan, the investment advisor representative will conduct reviews at the agreed upon basis, and changes in the client's financial situation (such as retirement, termination of employment, physical move, or inheritance) may also trigger a review of the financial plan. For financial consulting clients, Oak Harvest's services generally conclude upon completion of the financial consultation.

We contact financial consulting clients and clients with a completed plan but who have not previously engaged the firm for further review and update of their plan only upon request, to provide additional consulting services, discuss changes in their situations, and/or render further updates to their plan. These clients do not receive written or verbal updates to their completed financial plans, or additional consultations unless they re-engage the firm for these services, with an updated engagement agreement as needed.

### ***Content and Frequency of Regular Reports Provided to Clients***

Each client who receives Oak Harvest's portfolio management services provided on an ongoing basis will receive a monthly report detailing the client's account and all activity in the client's account, including assets held, asset value, and fees. This written report will be provided by the custodian. Additionally, Oak Harvest will provide the client with 1.) a monthly household performance report regarding the client's investment accounts and 2.) a performance report regarding the client's investment accounts at the time of the client's annual review, or on an as-needed or as-requested basis.

Each financial planning client will receive the financial plan upon completion; there are no reports beyond the written financial plan. If the client has engaged the firm for further review and updates to the financial plan, then updates made based on future reviews will be documented and included in the financial plan. Financial consulting clients generally do not receive reports or other written deliverables from Oak Harvest.

### ***Trade Errors***

In the event of a trade error in a client account, our policy is to attempt to promptly correct the error. Corrective actions may include: canceling the trade, adjusting the allocation, or reimbursement to the account. Oak Harvest bears responsibility for all trading losses for which it is found to be responsible. Trading error gains are either retained by the client or swept to a designated account and donated to a 501(c)(3) charity of our custodian's choice, and the custodian will be obligated to disclose in their own literature to account holders whether such recipients' receipt of such donations presents a material conflict of interest.

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

Other than soft dollar benefits discussed in Item 12 above, Oak Harvest does not receive any economic benefit directly or indirectly from any third party for advice rendered to its clients.

From time to time, Oak Harvest engages or retains unaffiliated third parties to act as solicitors for Oak Harvest's advisory services. Oak Harvest pays a fee per prospective client. This cost is never billed to a client or prospective client. If required, Oak Harvest will ensure each employed solicitor is properly registered in all appropriate jurisdictions.

Oak Harvest operates YouTube channels. Firm associates upload educational videos related to financial topics. When YouTube displays ads on the videos produced by Oak Harvest, Oak Harvest receives a share of revenue generated by such ads. All videos uploaded to the YouTube channels are for educational purposes only and are not financial advice, or an offer or solicitation to buy or sell securities.

Oak Harvest provides compensation in the form of gifts, gift baskets, and non-cash prizes to clients in exchange for referrals provided in order to solicit new clients. In addition, Oak Harvest provides compensation to existing clients in exchange for testimonials. All such compensation adheres to all applicable regulations.

Charles Schwab & Co., Inc. Advisor Services provides Oak Harvest with access to Charles Schwab & Co., Inc. Advisor Services' institutional trading and custody services, which are typically not available to Charles Schwab & Co., Inc. Advisor Services retail investors. These services generally are available to independent investment advisers on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the adviser's clients' assets are maintained in accounts at Charles Schwab & Co., Inc. Advisor Services. Charles Schwab & Co., Inc. Advisor Services includes brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. For Oak Harvest client accounts maintained in its custody, Charles Schwab & Co., Inc. Advisor

Services generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities trades that are executed through Charles Schwab & Co., Inc. Advisor Services or that settle into Charles Schwab & Co., Inc. Advisor Services accounts.

Charles Schwab & Co., Inc. Advisor Services also makes available to Oak Harvest other products and services that benefit Oak Harvest but may not benefit its clients' accounts. These benefits may include national, regional or Oak Harvest specific educational events organized and/or sponsored by Charles Schwab & Co., Inc. Advisor Services. Other potential benefits may include occasional business entertainment of personnel of Oak Harvest by Charles Schwab & Co., Inc. Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Oak Harvest in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts, if applicable), provide research, pricing information and other market data, facilitate payment of Oak Harvest's fees from its clients' accounts (if applicable), and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Oak Harvest's accounts. Charles Schwab & Co., Inc. Advisor Services also makes available to Oak Harvest other services intended to help Oak Harvest manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, and human capital consultants, insurance and marketing. In addition, Charles Schwab & Co., Inc. Advisor Services may make available, arrange and/or pay vendors for these types of services rendered to Oak Harvest by independent third parties. Charles Schwab & Co., Inc. Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Oak Harvest. Oak Harvest is independently owned and operated and not affiliated with Charles Schwab & Co., Inc. Advisor Services.

### ***Other Compensation – Insurance Company***

Some firm associates are licensed insurance agents and appointed with various unaffiliated insurance carriers via our insurance agency Oak Harvest Insurance Services, LLC. Further information with regard to these other activities may be found in each associate's accompanying Form ADV Part 2B brochure supplement.

To the extent insurance products are offered to advisory clients of Oak Harvest Investment Services, Oak Harvest Insurance Services will be paid a commission by the insurance company who issues the policy, typically between 1.5% and 7.5% of the premium deposited for the recommended product. Longer surrender charge periods will likely result in higher commissions. Oak Harvest representatives are paid a share of this commission as compensation. Oak Harvest Insurance Services, LLC will also receive compensation from an Insurance Marketing Organization (IMO), which is in addition to the commission paid by the insurance carrier and is intended to offset operating and marketing costs. The compensation structure is designed to incentivize selling one product over another, but Oak Harvest maintains recommendations of products based on the best interest of clients. Oak Harvest insurance representatives receive benefits from an IMO such as operation and marketing support, and invitations to conferences.

These activities create a conflict of interest as there is an incentive to recommend insurance products based on the compensation received from the insurance company or IMO, rather than on the client's needs. Additionally, the offer and sale of insurance products by representatives of Oak Harvest Investment Services are not made in the representatives' capacity as a fiduciary, and are limited to insurance providers that have agreements to sell with Oak Harvest Insurance Services.



Oak Harvest Investment Services addresses this conflict of interest by requiring all of its representatives to act in the best interest of the client at all times, including permitting its representatives who are insurance agents to recommend insurance products only in the best interests of the client. Oak Harvest representatives will disclose in advance how they are being compensated and all conflicts of interest involving any advice or service being provided. At no time will there be tying between business practices and/or services; a condition where a client or prospective client would be required to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

No client is ever under any obligation to purchase any insurance product. Insurance products recommended by Oak Harvest representatives may also be available from other providers on more favorable terms, and clients can purchase insurance products recommended by Oak Harvest through other, non-affiliated insurance agencies. Oak Harvest will always act in the best interest of the client.

### **Item 15 - Custody**

When advisory fees are deducted directly from client accounts at client's custodian, Oak Harvest will be deemed to have limited custody of client's assets and must have written authorization from the client to do so. Clients will receive all account statements and billing invoices that are required in each jurisdiction, and they should carefully review those statements for accuracy.

Custody is also disclosed in Form ADV because Oak Harvest Investment Services has authority to transfer money from client account(s), which constitutes a standing letter of authorization (SLOA). Accordingly, Oak Harvest Investment Services, LLC will follow the safeguards specified by the SEC rather than undergo an annual audit.

### **Item 16 - Investment Discretion**

Oak Harvest offers discretionary and non-discretionary investment advisory services to clients. Oak Harvest will generally request discretionary authority from clients. The Engagement Agreement established with each client sets forth the discretionary authority for trading. Where investment discretion has been granted, Oak Harvest generally manages the client's account and makes investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share.

Clients with discretionary accounts will execute a limited power of attorney to evidence discretionary authority. Clients may, but typically do not, impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs.

### **Item 17 - Voting Client Securities**

Oak Harvest 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.

### **Item 18 - Financial Information**

We are required to provide you with certain financial information or disclosures about financial conditions which would impede our ability to provide the advisory services described herein. Oak Harvest has not been the subject

of a bankruptcy proceeding, nor do we require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.

In light of the COVID-19 coronavirus and historic decline in market values, Oak Harvest elected to participate in the CARES Act's Paycheck Protection Program ("PPP") to strengthen its balance sheet. Oak Harvest used this loan predominantly to continue payroll for the firm. This loan was marked "Paid in Full" as of 4/28/2020.