

Item 1: Cover Page



Form ADV Part 2A, Brochure

This brochure provides information about the qualifications and business practices of WealthUnite Advisors LLC. If you have any questions about the contents of this brochure, please contact us at (516) 805-2024 or by email at Info@WealthUnite.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 WealthUnite Advisors LLC is also available on the SEC's website at www.adviserinfo.sec.gov. WealthUnite Advisors LLC's CRD number is: 285807 and its SEC File Number is 801-114437.

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Any references to WealthUnite Advisors LLC as a "registered investment adviser" or any references to being "registered" does not imply a certain level of skill or training.

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Item 2: Material Changes

There have been no material changes to this ADV Part 2A Brochure Since the 23 March 2023 annual update filing,

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Item 4: Advisory Business

A. Description of the Advisory Firm

WealthUnite Advisors LLC. (“WealthUnite” or “we”) is a Delaware Limited Liability Company formed in October 2016 and registered as an investment adviser with the United States Securities and Exchange Commission in December 2018. Eric DiAndrea is WealthUnite’s principal owner, Founder, Managing Member, and Chief Compliance Officer.

WealthUnite’s advisory clients generally include, but are not limited to:

1. United Kingdom (“U.K.”) expatriates residing in the United States (“U.S.”). who have pension assets and other assets located overseas; and
2. U.S. residents with investable assets and are looking for U.S. based investment advice.

B. Types of Advisory Services

Investment Advisory Services

Clients can engage WealthUnite to manage all or a portion of their investment assets on a non-discretionary basis. Before engaging with WealthUnite to provide investment advisory services, clients are required to enter into one or more written agreements setting forth the terms and conditions of the engagement, describing the scope of the services to be provided, and the fee that is due from the client. WealthUnite provides non-discretionary investment advisory services specifically tailored to each client’s specific needs based on various factors including, but not limited the individual’s age, income, need for cash flow, investment goals, investment time horizons, liabilities, and risk tolerance. WealthUnite consults with clients initially and on an ongoing basis to address those issues and any developments that may affect investment goals and strategies.

To begin the investment advisory engagement, WealthUnite collects client information during meetings, interviews, and by the completion of a “fact find” that assesses clients’ personal financial situation. WealthUnite’s investment adviser representatives (“IARs”) then analyze the client’s financial situation and formulates a suitability report, which outlines the client’s current financial situation and recommends an investment strategy using a combination of customized investments.

WealthUnite’s investment advisory services primarily focus on the use of international pension schemes, described below, and the allocation of client assets among mutual funds, exchange-traded funds (“ETFs”), individual debt and equity securities, Undertakings for Collective Investment in Transferable Securities (“UCITS”), currency, and other investments, consistent with the investment objectives each client’s investment objectives. The clients’ financial situation is documented in the suitability report and fact find, which is delivered to the client before execution of any advisory agreements with WealthUnite. The fact find is reviewed at least annually

WealthUnite seeks to provide that investment decisions are made in accordance with the fiduciary duties owed to its accounts and without consideration of WealthUnite’s economic, investment or other financial interests. To meet its fiduciary obligations, WealthUnite attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage



certain client portfolios, and accordingly, WealthUnite's policy is to seek fair and equitable allocation of investment opportunities and transactions among its clients to avoid favoring one client over another over time. It is WealthUnite's 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.

WealthUnite's annual investment advisory fee compensates for investment management services and limited financial planning / goal planning services that are ancillary to the investment management process. There is no additional cost associated with the financial planning / goal planning services, which may address for example: cash flow, retirement needs, asset allocation consulting, educational funding, tax efficiency, charitable gifting, estate considerations, risk/insurance management, wealth transfer, and other special needs. WealthUnite provides these services as appropriate during the investment advisory process but is not obligated to provide these services with any regularity or according to a set schedule unless specifically agreed with the client.

International Pensions

WealthUnite's primary business model focuses on ongoing advice of existing international pension plans or implementing and providing ongoing advice with respect to their U.K. pension plans. WealthUnite also advises clients on the investments held within the aforementioned plans. In this respect, WealthUnite gathers financial information, goals, and objectives from the clients and reviews the clients' pension assets. Upon completion of the review, WealthUnite will provide analysis, explanation, and recommendations about the current pension plan, suitability, and options available to the clients.

Upon client authorization, WealthUnite will request a statement of benefit from the clients' existing U.K. pension plan administrator or trustee. If suitable, with the relevant permissions for the transfer of Safe Guarded Benefits and in the clients' best interest, WealthUnite will assist with a transfer of pension assets to an alternative option discussed below.

1. *Qualifying Recognized Overseas Pension Scheme ("QROPS")*

Due to a legislative change by the U.K. Government in March 2017 imposing a 25% overseas transfer tax charge of the total value of the pension on certain new QROPS transfers, WealthUnite has determined not to accept or advise any new advisory business from persons residing in the U.S. who seek to transfer their U.K. pension, or any other assets, to a QROPS.

WealthUnite provides investment advisory services to clients who have existing QROPS arrangements in regard to the ongoing investments held within these plans.

2. *Self-Invested Personal Pension ("SIPP")*

Subject to suitability, WealthUnite may recommend that clients transfer their U.K. pension assets to a Self Invested Personal Pension ("SIPP"), which is a type of U.K. based personal pension plan offered by third party providers.

A SIPP holds investments until the member decides to draw income from the account. It is a type of personal pension and works in a similar way to a standard personal pension. The main difference is that with a SIPP, the member has more flexibility with the investments.



A SIPP, subject to any applicable restrictions and allows clients to invest in a range of assets. The value of retirement benefits is determined by, among other things, (i) the amount of contributions made, (ii) the period that each contribution has been invested, and (iii) investment performance over the period.

All QROPS and SIPP accounts are held by registered third-party pension trustees (registered with the relevant financial services regulator where the pension plan is held) and subject to the terms and conditions of a separate agreement between the clients and the third-party pension trustees.

Pension assets are typically held custody by the agreed upon custodian and subject to the terms and conditions of a separate management agreement between the clients' pension trustee and the custodian. Clients are strongly encouraged to review the agreement between the pension trustee and the custodian and other disclosure materials (like Terms and Conditions, Fee Schedules, and Key Features documents) provided by the pension trustee and the custodian for a full understanding of the services provided and any associated costs therein. WealthUnite's IARs are required to provide clients with these relevant documents prior to or at the time of clients' signing any investment advisory agreements.

QROPS and SIPP statements are generally sent to clients on a quarterly basis (unless requested more frequently) by WealthUnite. QROPS and SIPP statements are generally sent to the clients on an annual basis directly from the selected pension trustee, the custodian of record, and/or any others similarly involved with the clients' pension plan. Clients are encouraged to review such material carefully for a complete understanding of the services offered and the costs associated with the management of such pension plans. The pension trustees and custodians may also make account information available online to clients through the investment platforms utilized in connection with QROPS and SIPP arrangements. Clients are encouraged to review such material carefully for more information about the services offered by the pension trustees, the costs associated with the management of such pension plans, and the activity in their accounts.

WealthUnite does not provide any tax advice including, without limitation, in relation to any U.S. tax reporting requirements and/or other tax implications arising in relation to clients' pension transfers. Although, from time to time, WealthUnite may inform clients of tax developments, WealthUnite recommends that clients seek their own tax advice, including advice on procedures under tax treaties between the U.S. and the U.K. (or other applicable jurisdiction) for the avoidance of double taxation on their respective pension arrangements.

Miscellaneous

Non-Discretionary Service Limitations - Because it is engaged on a non-discretionary basis, WealthUnite cannot execute any account transactions without obtaining the client's prior consent to the transactions. Therefore, if WealthUnite would like to make a transaction for a client's account (including removing a security that WealthUnite no longer believes is appropriate or adding a security that WealthUnite believes is appropriate), and the client is unavailable, WealthUnite will be unable to execute the account transactions (as it would for its discretionary clients) without first obtaining the client's consent. This may place affected clients at an economic disadvantage.

Limitations of Financial Planning / Goal Planning Services - Neither WealthUnite, nor any of its representatives, serves as an attorney, accountant, or licensed insurance agent, and no portion of WealthUnite's services should be construed as legal, accounting, or insurance implementation services. Accordingly, WealthUnite does not prepare estate planning or any other legal documents, tax returns or sell insurance products. Unless specifically agreed in writing, neither



WealthUnite nor its representatives are responsible to implement any financial planning or goal planning advice; provide ongoing financial planning or goal planning services; or provide ongoing monitoring of financial planning or goal planning advice. To the extent requested by a client, WealthUnite may recommend the services of other professionals for certain non-investment implementation purposes (i.e., attorneys, accountants, insurance agents, etc.). Clients are under no obligation to engage the services of any recommended professional, who will be solely responsible for the quality and competency of the services they provide. The client retains absolute discretion over all financial planning or goal planning implementation decisions and is free to accept or reject any recommendation from WealthUnite and its representatives in that respect. If the client engages any unaffiliated recommended professional, and a dispute arises related to the engagement, the client should seek recourse exclusively from and against the engaged professional.

Retirement Plan Rollovers – No Obligation/Conflict of Interest- 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 WealthUnite recommends that a client roll over their retirement plan assets into an account to be managed by WealthUnite, such a recommendation creates a conflict of interest if WealthUnite will earn a new (or increase its current) advisory fee as a result of the rollover. No client is under any obligation to roll over retirement plan assets to an account managed by WealthUnite.

Portfolio Trading Activity / Inactivity - As part of its investment advisory services, WealthUnite will review client portfolios on an ongoing basis to determine if any trades are necessary based upon various factors, including but not limited to investment performance, fund manager tenure, style drift, account additions/withdrawals, the client's financial circumstances, and changes in the client's investment objectives. Based upon these and other factors, there may be extended periods when WealthUnite determines that upon review, trades within a client's portfolio are not prudent. Clients nonetheless remain subject to the fees described in Item 5 during periods of portfolio trading inactivity.

ERISA / IRC Fiduciary Acknowledgment - When WealthUnite provides investment advice to a client about the client's retirement plan account or individual retirement account, it does so as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts. Because way WealthUnite makes money creates some inherent conflicts with client interests, WealthUnite operates under a special rule that requires it to act in the client's best interest and not put its interests ahead of the client's. Under this special rule's provisions, WealthUnite must: meet a professional standard of care when making investment recommendations (give prudent advice); never put its financial interests ahead of the client's when making recommendations (give loyal advice); avoid misleading statements about conflicts of interest, fees, and investments; follow policies and procedures designed to ensure that WealthUnite gives advice that is in the client's best interest; charge no more than is reasonable for WealthUnite's services; and give the client basic information about conflicts of interest.

Client Obligations – When performing its services, WealthUnite is not required to verify any information received from the client or from the client's other professionals and is expressly authorized to rely on that information. Clients maintain responsibility to promptly notify WealthUnite if there is ever any change in their financial situation or investment objectives for the



purpose of reviewing, evaluating, or revising WealthUnite's previous recommendations or services.

Asset Aggregation / Reporting Services - WealthUnite may provide access to reporting services through one or more third-party aggregation / reporting platforms that can reflect all of the client's investment assets, including those investment assets that the client has not engaged WealthUnite to manage (the "Excluded Assets"). WealthUnite's service for the Excluded Assets is strictly limited to reporting, and specifically excludes investment management or implementation. Because WealthUnite does not have trading authority for the Excluded Assets, the client (and/or another investment professional), and not WealthUnite, will be exclusively responsible for directly implementing any recommendations for the Excluded Assets. Further, the client and their other advisors that maintain trading authority, and not WealthUnite, will be exclusively responsible for the investment performance or related activity (such as timing and trade errors) pertaining to the Excluded Assets. The third-party aggregation / reporting platforms may also provide access to financial planning information and applications, which should not be construed as services, advice, or recommendations provided by WealthUnite. Accordingly, WealthUnite will not be held responsible for any adverse results a client may experience if the client engages in financial planning or other functions available on the third-party reporting platforms without WealthUnite's participation or oversight.

C. Client Tailored Services and Client-Imposed Restrictions

WealthUnite offers the same suite of services to all of its clients. However, specific client investment strategies and their implementation are dependent upon the client's current situation (income, and risk tolerance levels). Clients may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent WealthUnite from properly servicing the client account, or if the restrictions would require WealthUnite to deviate from its standard suite of services, WealthUnite reserves the right to end the relationship.

D. Wrap Fee Programs

WealthUnite does not participate in any wrap fee programs, which are investment programs in which the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and other administrative fees.

E. Assets Under Management

WealthUnite has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Number of clients	Date Calculated:
\$0	\$47,443,671	47	31 December 2023

Assets under management are valued by third-party custodians.



Item 5: Fees and Compensation

A. Fee Schedule

Investment Advisory Service Fees

WealthUnite's annual investment advisory fee is based on a percentage of the total market value of assets under management in conformity with the following fee schedule:

Total Assets Under Management	Annual Fee
Under \$2,500,000	1.00%
\$2,500,000-\$5,000,000	0.75%
\$5,000,000-\$7,500,000	0.50%
Over \$7,500,000	Negotiable

If a client and members of that client's household have more than one account under management with WealthUnite, the advisory fee will be aggregated to incorporate all accounts with the goal of minimizing the advisory fee under the applicable fee schedule. The annual investment advisory fee is payable according to the schedule identified in the "Advisory Fee Deduction Schedule" section below. Except with respect to QROPS and SIPP accounts, WealthUnite uses the third-party custodian's value of the account as of the last business day of the billing quarter, after accounting for deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based. For QROPS and SIPP accounts, the advisory fee is based upon the most recent available account value(s) at the time of signing an advisory agreement with WealthUnite, and then on the following 31 December and each year thereafter. Therefore, while advisory fees may be adjusted based upon other quarterly account value fluctuation, advisory fees will not be adjusted to reflect QROPS or SIPP account value(s) except on December 31st each year. WealthUnite will notify clients before the first billing quarter each year if their investment advisory fee will change based upon the 31 December QROPS or SIPP account value(s). The applicable fee schedule is incorporated into the written agreement between the client and WealthUnite setting forth the terms and conditions of the engagement.

WealthUnite charges two fees for a transfer of UK pension assets to a SIPP. WealthUnite charges a flat transfer fee of 1.5% (up to a maximum of £15,000, whichever is lower) based on the total amount of assets in Great British Pounds (GBP) transferred to the SIPP from the clients' U.K. pensions. These fees are directly debited from the clients' account in GBP upon transfer of the pensions to the SIPP trustees and paid from the SIPP trustee to WealthUnite based on the amount transferred before the funds are sent to the Custodian. For defined benefit transfers over £30,000 to a SIPP, the U.K. government requires an independent third-party U.K. FCA registered advice report to be provided. The report generally costs £1,900 to £10,000 (subject to change at any time) per pension being advised on. WealthUnite advances the cost of this report, and the client reimburses WealthUnite for the full cost of this report if the client decides to transfer their pension(s) to a SIPP. The reimbursement is deducted directly from the total transfer value of the U.K. pensions and is paid at time of transfer. If the client decides not to transfer, WealthUnite does not charge the client for this report. These fees will be fully disclosed in WealthUnite's SIPP recommendation report and Investment Advisory Agreement.



General Fee Disclosures

WealthUnite's advisory fees are exclusive of, and in addition to, brokerage commissions, transaction fees, and other related costs and expenses that are incurred by clients. The value of assets considered for advisory fee calculations are valued by third parties unaffiliated with WealthUnite.

Additions to client accounts may be in cash or securities, provided however, that WealthUnite reserves the right to decline to accept particular securities into clients' account. clients may withdraw account assets on notice to WealthUnite, subject to the usual and customary securities settlement procedures. WealthUnite, however, designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of clients' investment objectives. WealthUnite may consult with 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.

Unless WealthUnite expressly agrees otherwise in writing, account assets consisting of cash and cash equivalent positions are included in the value of an account's assets for purposes of calculating WealthUnite's advisory fee. A client can advise WealthUnite not to maintain (or to limit the amount of) cash or cash equivalent positions in their account.

WealthUnite's fees may be negotiable at its sole discretion, depending upon objective and subjective factors including but not limited to: the amount of assets to be managed; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professionals rendering the services; prior relationships with WealthUnite and its representatives, and negotiations with the client. Certain legacy clients may have accepted different pre-existing service offerings from WealthUnite and may therefore receive services under different fee schedules than as set forth above. As a result, similarly situated clients could pay different fees, the services to be provided by WealthUnite to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above.

B. Advisory Fee Deduction Schedule

As further discussed in response to Item 12 (below), WealthUnite generally recommends that clients utilize the brokerage and clearing services of an independent broker-dealer for investment advisory accounts. WealthUnite may only implement its investment advisory recommendations after clients has arranged for and furnished WealthUnite with all information and authorizations regarding accounts with the appropriate "Financial Institutions." Financial Institutions include, but are not limited to, any broker-dealers recommended by WealthUnite, broker-dealers directed by clients, trust companies (including overseas third-party pension trustees for QROPS or SIPP accounts), qualified custodians, banks, etc. The agreement between the client and WealthUnite, and any separate agreement with Financial Institutions, may authorize WealthUnite to debit clients' account for the advisory fees payable to WealthUnite, and to remit the advisory fees directly to WealthUnite. Fees are deducted according to a schedule that varies by custodian as follows:



Custodian	Fee Deduction Schedule
RL360	Quarterly in arrears on policy start date anniversary
Utmost	Quarterly in arrears on policy start date anniversary
Stocktrade	Quarterly in arrears based on calendar quarter
STM Life	Quarterly in arrears based on calendar quarter
Charles Schwab	Quarterly in arrears based on calendar quarter
Interactive Brokers	Quarterly in arrears based on calendar quarter
Protective	Quarterly in arrears based on calendar quarter

C. Client Responsibility for Third Party Fees

Broker-dealers charge transaction fees for executing certain securities transactions according to their fee schedule, and they or their affiliated custodians also impose charges for custodial services / fees associated with maintaining the client's account. For mutual fund and ETF purchases, clients will incur charges imposed by the respective fund, which represent the client's pro rata share of the fund's management fee and other fund expenses. These fees and expenses are described in each fund's prospectus or other offering documents. Clients are responsible for the payment of all third-party fees (i.e., custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by WealthUnite. Please see Item 12 of this brochure regarding broker-dealer/custodian.

D. Fees Deducted in Arrears / Refund Upon Termination

The applicable form of agreement between the client and WealthUnite will continue in effect until terminated by either party in writing according to the terms of the agreement. Clients may make additions to and withdrawals from their accounts at any time, subject to WealthUnite's right to terminate an account and any applicable restrictions based on the nature of the investments. Before terminating its agreement with WealthUnite, clients should refer to the third-party custodian's "Key Features" or similar document, and disclosure documents regarding any cancellation/termination rights and any fees associated with doing so. Upon termination of the engagement, WealthUnite will debit the pro-rated portion of the unpaid advisory fee paid based upon the number of days services were provided during the billing quarter.

E. Outside Compensation for the Sale of Securities to Clients

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



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

WealthUnite does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

WealthUnite generally provides advisory services to individuals and high net worth individuals. There is no account minimum for any of WealthUnite's services.

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

A. Methods of Analysis and Investment Strategies

Methods of Analysis

WealthUnite attempts to identify an appropriate ratio of ETFs, individual debt, and equity securities, UCITS, currency, and options suitable for clients. One risk of asset allocation is that clients may not participate in sharp increases in a particular security, industry, or market sector. Another risk is that the ratio of equity securities, fixed income securities, and cash will change over time due to stock and market movements and, if not corrected, will no longer be appropriate for clients' goals.

Investment Strategies

WealthUnite does not follow a specific investment strategy but rather utilizes strategies driven by and tailored to each client's need and specific circumstances. WealthUnite's IARs principally employ an analysis of clients' current financial situation and other information provided by clients, as discussed above, to determine an appropriate mix of investments for clients.

General Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear, including the loss of principal investment. Past performance does not guarantee future results. 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 WealthUnite) will be profitable or equal any specific performance level. Accordingly, investment strategies such as asset allocation, diversification, or rebalancing do not assure or guarantee better performance and cannot eliminate the risk of investment losses. There is no guarantee that a portfolio employing these or any other strategy will outperform a portfolio that does not engage in such strategies. While asset values may increase and client account values could benefit as a result, it is also possible that asset values may decrease, and client account values could suffer a loss.



B. Material Risks of Investment Strategies

WealthUnite's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis WealthUnite must have access to current/new market information. WealthUnite has no control over the dissemination rate of market information; therefore, unbeknownst to WealthUnite, certain analyses may be compiled with outdated market information, severely limiting the value of WealthUnite's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

WealthUnite's primary investment strategies are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

Margin / Securities Based Loans - WealthUnite does not recommend the use of margin for investment purposes. However, if a client determines to take a margin loan that collateralizes a portion of the assets that WealthUnite is managing, WealthUnite's investment advisory fee will be computed based upon the full value of the assets, without deducting the amount of the margin loan.

Without limiting the above, upon specific client request and generally in a financial planning context, WealthUnite may help clients evaluate and establish a margin or securities based loan (collectively, "SBL") with the client's broker-dealer/custodian or their affiliated banks (each, an "SBL Lender") to access cash flow. Compared to real estate-backed loans, SBLs can provide access to funds in a shorter time, provide greater repayment flexibility, and may also result in the borrower receiving certain tax benefits. Clients interested in learning more about the potential tax benefits of SBLs should consult with an accountant or tax advisor. The terms and conditions of each SBL are contained in a separate agreement between the client and the SBL Lender selected by the client, which terms and conditions may vary from client to client. SBLs are not suitable for all clients and are subject to certain risks, including but not limited to increased market risk, increased risk of loss, especially in the event of a significant downturn, liquidity risk, the potential obligation to post collateral or repay the SBL if the SBL Lender determines that the value of collateralized securities is no longer sufficient to support the value of the SBL, the risk that the SBL Lender may liquidate the client's securities to satisfy its demand for additional collateral or repayment, and the risk that the SBL Lender may terminate the SBL at any time. Before agreeing to participate in SBL programs, clients should carefully review the applicable SBL agreement and all risk disclosures provided by the SBL Lender including the initial margin and maintenance requirements for the specific program in which the client enrolls, and the procedures for issuing "margin calls" and liquidating securities and other assets in the client's accounts.

If WealthUnite recommends that a client apply for SBLs instead of selling securities that WealthUnite manages for a fee to meet liquidity needs, the recommendation presents an ongoing conflict of interest because selling those securities (instead of leveraging those securities to



access SBLs) would reduce the amount of assets to which WealthUnite's investment advisory fee is applied, and thereby reduce the amount of investment advisory fees collected by WealthUnite. Likewise, the same ongoing conflict of interest is present if a client determines to apply for SBLs on their own initiative. These ongoing conflicts of interest would persist as long as WealthUnite has an economic disincentive to recommend that the client terminate the use of SBLs. If the client were to invest any portion of the SBL proceeds in an account that WealthUnite manages, WealthUnite could receive an advisory fee on the invested amount depending upon when the fee is calculated, which could compound this conflict of interest. If a client accesses a SBL through its relationship with WealthUnite and the client's relationship with WealthUnite is terminated, clients may incur higher (retail) interest rates on the outstanding loan balance. Clients are not under any obligation to employ the use of SBLs, and are solely responsible for determining when to use, reduce, and terminate the use of SBLs. Although WealthUnite seeks to disclose all conflicts of interest related to its recommended use of SBLs and related business practices, there may be other conflicts of interest that are not identified above. Clients are therefore reminded to carefully review the applicable SBL agreement, and all risk disclosures provided by the SBL Lender as applicable and contact WealthUnite's Chief Compliance Officer with any questions about the use of SBLs.

Cybersecurity Risk - The information technology systems and networks that WealthUnite and its third-party service providers use to provide services to WealthUnite's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in WealthUnite's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and WealthUnite are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost, and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although WealthUnite has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that WealthUnite does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

C. Material Risks of Recommended Securities

As with any investment, there is no guarantee that your WealthUnite portfolio will achieve its investment objective. You could lose money by investing in our services, and you alone will bear such losses. Each type of investment has its own unique set of associated risks. The following therefore provides a non-exhaustive description of the underlying risks commonly associated with the types of investments that WealthUnite recommends. The value of your investment in an WealthUnite service may be affected by one or more of the following risks, any of which could cause the portfolio's return, the price of the portfolio's shares or the portfolio's yield to fluctuate:

Market Risk – The value of your portfolio's assets will fluctuate as the stock, commodity or bond market fluctuates. The value of your investments may decline, sometimes rapidly and unpredictably, simply because of economic changes or other events that affect large portions of the market. In addition, the prices of a portfolio can be highly volatile. Price movements of assets, including commodities, are influenced by, among other things, interest rates, general economic conditions, the condition of financial markets, developments or trends in any particular industry,



the financial condition of the issuers of such assets, changing supply and demand relationships, programs, and policies of governments.

Interest Rate Risk – Changes in interest rates will affect the value of your portfolio's investments in fixed-income securities. When interest rates rise, the value of investments in fixed-income securities tends to fall and this decrease in value may not be offset by higher income from new investments. Interest rate risk is generally greater for fixed-income securities with longer maturities or durations. In certain jurisdictions, investing in cash or assets yielding negative interest rates might be unavoidable without taking significant credit risk.

Credit and Counterparty Risk – An issuer or guarantor of a fixed-income security, or the counterparty to a derivatives or other contract, may be unable or unwilling to make timely payments of interest or principal, or to otherwise honor its obligations. The issuer or guarantor may default causing a loss of the full principal amount of a security. The degree of risk for a particular security may be reflected in its credit rating. There is the possibility that the credit rating of a fixed-income security may be downgraded after purchase, which may adversely affect the value of the security. Investments in fixed-income securities with lower ratings tend to have a higher probability that an issuer will default or fail to meet its payment obligations.

Allocation Risk – The allocation of investments among different global asset classes may have a significant effect on your portfolio's value, when one of these asset classes is performing more poorly than others. As both the direct investments and derivative positions will be periodically adjusted to reflect our view of market and economic conditions, there will be transaction costs which may be, over time, significant. In addition, there is a risk that certain asset allocation decisions may not achieve the desired results, and, as a result, your portfolio may incur significant losses.

Foreign (Non-US) Risk – Your portfolio's investments in securities of non-US issuers may involve more risk than those of US issuers. These securities may fluctuate more widely in price and may be less liquid due to adverse market, economic, political, regulatory, or other factors.

UCITS – UCITS are ETFs based in the European Union. There are many types of UCITS investment funds, including, but not limited to: equity funds, money market funds, fund of funds, and asset allocation funds. An investment in UCITS involves risk, including the potential loss of the principal invested.

Currency Risk – Fluctuations in currency exchange rates may negatively affect the value of your portfolio's investments or reduce its returns.

Capitalization Risk – Investments in small- and mid-capitalization companies may be more volatile than investments in large-cap companies. Investments in small-cap companies may have additional risks because these companies have limited product lines, markets, or financial resources.

Liquidity Risk – Liquidity risk exists when particular investments are difficult to purchase or sell, possibly preventing us from selling out of such illiquid securities at an advantageous price or forcing us to sell such illiquid securities at a disadvantageous price. Derivatives and securities involving substantial market and credit risk also tend to involve greater liquidity risk. Liquidity risk can arise from the need to post unusually large amounts of cash collateral to counterparties of derivatives trades, or if sizeable client redemption activity in commingled vehicles that we manage forces the sale of securities to meet unexpected liquidity requirements.



Mutual Fund Risk – Mutual funds are operated by investment companies that raise money from shareholders and invest it in stocks, bonds, and/or other types of securities. Each fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. Mutual funds charge a separate management fee for their services, so the returns on mutual funds are reduced by the costs to manage the funds. While mutual funds generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market. Mutual funds come in many varieties. Some invest aggressively for capital appreciation, while others are conservative and are designed to generate income for shareholders. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives).

Exchange Traded Fund Risk – ETFs are marketable securities that are designed to track, before fees and expenses, the performance or returns of a relevant index, commodity, bonds, or basket of assets, like an index fund. Unlike mutual funds, ETFs trade like common stock on a stock exchange. ETFs experience price changes throughout the day as they are bought and sold. In addition to the general risks of investing, there are specific risks to consider with respect to an investment in ETFs, including, but not limited to: (i) an ETF's shares may trade at a market price that is above or below its net asset value; (ii) the ETF may employ an investment strategy that utilizes high leverage ratios; or (iii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally.

Real Estate Related Securities Risk – Investing in real estate related securities includes, among others, the following risks: possible declines in the value of real estate; risks related to general and local economic conditions, including increases in the rate of inflation; possible lack of availability of mortgage funds; overbuilding; extending vacancies of properties; increases in competition, property taxes and operating expenses; changes in zoning laws; costs resulting from clean-up of, and liability to third parties for damages resulting from environmental problems; casualty or condemnation losses; uninsured damages from floods, earthquakes or other natural disasters; limitations on and variations in rents; and changes in interest rates. Investing in Real Estate Investment Trusts ("REITs") involves certain unique risks in addition to those risks associated with investing in the real estate industry in general. REITs are dependent upon management skills, are not diversified, and are subject to heavy cash flow dependency, default by borrowers and self-liquidation.

Business Continuity and Cybersecurity Risk – We have adopted a business continuation strategy to maintain critical functions in the event of a partial or total building outage affecting our offices or a technical problem affecting applications, data centers or networks. The recovery strategies are designed to limit the impact on clients from any business interruption or disaster. Nevertheless, our ability to conduct business may be curtailed by a disruption in the infrastructure that supports our operations and the regions in which our offices are located. In addition, our asset management activities may be adversely impacted if certain service providers to WealthUnite or our clients fail to perform. In addition, with the increased use of technologies such as the Internet to conduct business, your portfolio could be susceptible to operational, information security and related risks. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security failures or breaches by a third-party service provider and the issuers of securities in which the portfolio invests, have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, the inability to transact business, and violations of applicable privacy and other laws.



Legislative Risk – Performance may directly or indirectly be affected by government legislation or regulation, which may include, but is not limited to changes in investment adviser or securities trading regulation, changes in U.K. government regulation, or changes in the U.S. government's guarantee of ultimate payment of principal and interest on certain government securities. WealthUnite does not engage in financial or tax planning, and in certain circumstances clients may incur taxable income on her investments without a cash distribution to pay the tax due.

Inflation, Currency, and Interest Rate Risks – Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of an investor's future interest payments and principal. Inflation also generally leads to higher interest rates, which in turn may cause the value of many types of fixed income investments to decline. In addition, the relative value of the U.S. dollar-denominated assets primarily managed by WealthUnite may be affected by the risk that currency devaluations affect clients' purchasing power.

Defined Benefit Pension Loss of Guarantees – It is of paramount importance to fully understand that on transferring your benefits from your current pension provider, the guarantees that you currently enjoy will cease to apply. Your benefits will instead become dependent upon the future investment returns achieved by your personal pension and the investments therein. It should be noted that we have relied upon information supplied by your current pension provider, with respect to your ceding scheme, and the information that you have provided us with to your potential intended transfer to a SIPP. One of the greatest risks is the uncertainty of the final level of benefit that might be obtained at your chosen retirement age once transferred from a Final Salary Scheme to a "Money Purchase" (i.e., you or your adviser invests the money) arrangement given that you are then relying on future investment performance as opposed to guaranteed annual scheme revaluation (increases). Once you have reached retirement, the product you use to secure your retirement income may not necessarily offer the same structure or payment increase options when compared with the Final Salary Scheme.

Cash and Cash Equivalent Risk. WealthUnite may hold a portion of client's assets in cash or cash equivalent positions (such as but not limited to money market funds) typically for defensive and liquidity purposes. Investments in these assets may cause a client to miss upswings in the markets. WealthUnite's advisory fee could exceed the interest income from holding cash or cash equivalents. Clients can advise WealthUnite not to maintain (or to limit the amount of) cash or cash equivalent positions in their account.

Item 9: Disciplinary Information

WealthUnite has not been the subject of any disciplinary actions.

Item 10: Other Financial Industry Activities and Affiliations

A. Registration as a Broker/Dealer or Broker/Dealer Representative

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



B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor

Neither WealthUnite 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.

C. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests

Neither WealthUnite nor its representatives have any material relationships to this advisory business that would present a possible conflict of interest.

D. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

WealthUnite does not utilize nor select third-party investment advisers. All assets are managed by WealthUnite management.

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

A. Code of Ethics / Conflicts of Interest

WealthUnite has a written Code of Ethics that sets forth the standards of conduct expected of persons associated with WealthUnite ("Associated Persons") and that requires compliance with applicable securities laws ("Code of Ethics"). WealthUnite's Code of Ethics covers the following areas: Prohibited Purchases and Sales, Insider Trading, Personal Securities Transactions, Exempted Transactions, Prohibited Activities, Conflicts of Interest, Gifts and Entertainment, Confidentiality, Service on a Board of Directors, Compliance Procedures, Compliance with Laws and Regulations, Procedures and Reporting, Certification of Compliance, Reporting Violations, Compliance Officer Duties, Training and Education, Recordkeeping, Annual Review, and Sanctions. WealthUnite's Code of Ethics is available free upon request to any client or prospective client.

The Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information by WealthUnite or the Associated Persons. The Code of Ethics also requires that certain of WealthUnite's personnel ("Access Persons") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings.

Various parts of this brochure discuss conflicts of interest that arise from our asset management business model. We disclose these conflicts due to the fiduciary relationship we have with our investment advisory clients.

When acting as a fiduciary, WealthUnite owes its investment advisory clients a duty of loyalty. This includes the duty to address, or at minimum disclose, conflicts of interest that may exist between different clients; between the firm and clients; or between our employees and our clients. Where potential conflicts arise from our fiduciary activities, we take steps to mitigate, or



at least disclose, them. Where our activities do not involve fiduciary obligations—such as the level of client servicing, we offer through each client channel—we reserve the right to act in accord with our business judgment.

Conflicts arising from fiduciary activities that we cannot avoid (or choose not to avoid) are mitigated through written policies that we believe protect the interests of our clients as a whole. In these cases—which include issues such as personal trading and client entertainment, discussed above—regulators have generally prescribed detailed rules or principles for investment forms to follow. By complying with these rules, using robust compliance practices, we believe that we handle these conflicts appropriately.

Conflicts of interest regarding the transfer of UK pension assets to a SIPP are addressed in this brochure and in WealthUnite's U.K. Pension Recommendation Suitability Report. Eric DiAndrea reviews all UK pension transfers to a SIPP to ensure suitability of the recommendation. Factors included in reviewing the suitability of a U.K. pension transfer to a SIPP and mitigating conflicts of interest include, but are not limited to:

- Know your client (KYC) – clients' financial background, risk tolerance, goals, and preferences for the use of the pension.
- Comparison of the workings, potential growth, drawdown scenarios and fees of current U.K. pension vs the recommended SIPP.
- In conjunction with WealthUnite's suitability report, we also use an independent third-party U.K. pension Transfer Analysis Report to provide critical yield analysis and cash flow analysis.

B. Recommendations Involving Material Financial Interests

WealthUnite does not recommend that clients buy or sell any security in which a related person to WealthUnite or WealthUnite has a material financial interest.

C. Investing Personal Money in the Same Securities as Clients

From time to time, representatives of WealthUnite may buy or sell securities for themselves that they also recommend to clients. This may provide an opportunity for representatives of WealthUnite to buy or sell the same securities before or after recommending the same securities to clients resulting in representatives profiting off the recommendations they provide to clients. Such transactions may create a conflict of interest. WealthUnite will always document any transactions that could be construed as conflicts of interest.

Where WealthUnite and/or its representatives seek to buy or sell a security that is also recommended to a client and the client authorizes the recommended transaction for the client's account, WealthUnite will attempt to execute the transaction for the client's account at the same time it executes the transaction for its own (or its representatives') account, and will ensure that clients receive at least as favorable a price for the specified transaction as WealthUnite and/or its representatives receive if executed on the same day. The foregoing does not apply to recommended transactions in QROPS and SIPP accounts, which will generally not be able to be executed for WealthUnite will never seek 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

From time to time, representatives of WealthUnite may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for representatives of WealthUnite 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. WealthUnite will always document any transactions that could be construed as conflicts of interest.

Where WealthUnite and/or its representatives seek to buy or sell a security for personal accounts at or around the same time it does so for clients and the client authorizes the transaction for the client's account, WealthUnite will attempt to execute the transaction for the client's account at the same time it executes the transaction for its own (or its representatives') account, and will ensure that clients receive at least as favorable a price for the specified transaction as WealthUnite and/or its representatives receive if executed on the same day. The foregoing does not apply to recommended transactions in QROPS and SIPP accounts, which will generally not be able to be executed for WealthUnite will never seek engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers

For client investment advisory accounts held custody in the U.S., WealthUnite generally recommends that clients utilize the brokerage, clearing, and custody services of Interactive Brokers or Charles Schwab. WealthUnite is independent of and not affiliated with either entity. Before engaging WealthUnite to provide investment advisory services, the client will be required to enter into a formal agreement with WealthUnite setting forth the terms and conditions under which WealthUnite will manage the client's assets, and a separate custodial/clearing agreement with each designated Financial Institution. Depending on which Financial Institution clients select, they may experience differences in customer service, transaction timing, the availability of sweep account vehicles and money market funds, and other aspects of investing. In certain instances, these differences could cause differences in account performance.

Factors that WealthUnite considers in recommending Interactive Brokers, Charles Schwab, or any other Financial Institution include historical relationship with WealthUnite, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by WealthUnite's clients will conform to WealthUnite's duty to seek best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to execute the same transaction where WealthUnite determines, in good faith, that the commission/transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although WealthUnite will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, WealthUnite's investment advisory fee.

For QROPS accounts, clients have previously authorized the QROPS pension trustees to make all portfolio transaction decisions, including investments through the following overseas Life



Companies: RL360 Insurance Company Limited, Utmost Wealth Solutions, or STM Life Assurance PCC PLC.

Selection of SIPP Custodian/Investment Platform Provider

For SIPP investments, WealthUnite recommends that clients utilize the services of the investment RL360 Insurance Company Limited. Clients enter agreements with the SIPP administrator and the Custodian/Investment Platform Provider that is recommended. The SIPP administrator opens the account with the Custodian/Investment Platform Provider. WealthUnite does not open the account for the client, although WealthUnite will assist the client in doing so.

Investment fund transactions are executed by the Custodian/Investment Platform Provider selected by the clients in conjunction with recommendations from WealthUnite.

Regarding WealthUnite's Recommended Investment Platform Providers, we seek to negotiate the lowest fees available for our clients. However, the transaction fees charged by our Recommended Investment Platform Providers may be higher or lower than those charged by others for the same services.

Research and Other Soft-Dollar Benefits

Although not a material consideration when determining whether to recommend that a client use the services of a particular Financial Institution, WealthUnite can receive support services and from Charles Schwab, Interactive Brokers, or another Financial Institution. The support services that WealthUnite receives can 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, discounted or free consulting services, discounted and/or free travel and attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by WealthUnite in furtherance of its investment advisory business operations. Certain of the support services and/or products that WealthUnite can receive may assist WealthUnite in managing and administering client accounts. Others do not directly provide such assistance, but rather assist WealthUnite to manage and further develop its business enterprise. The receipt of these support services and products presents conflicts of interest, because WealthUnite has the incentive to recommend that clients engage certain Financial Institutions based on WealthUnite's its interest in continuing to receive the above-described support services and products, rather than based on a client's particular need. However, WealthUnite's clients do not pay more for investment transactions executed and/or assets maintained at any Financial Institution as a result of these arrangements. There is no corresponding commitment made by WealthUnite to Interactive Brokers, Charles Schwab, or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities, or other investment products as a result of the above arrangements.

Brokerage for Client Referrals

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



Directed Brokerage

WealthUnite does not generally accept directed brokerage arrangements (when a client requires that account transactions be executed through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and WealthUnite will not seek better execution services or prices from other broker-dealers or be able to “batch” the client’s transactions for execution through other broker-dealers with orders for other accounts managed by WealthUnite. As a result, clients may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Higher transaction costs adversely impact account performance.

B. Aggregating (Block) Trading for Multiple Client Accounts

WealthUnite does not have the ability to aggregate trade purchases across SIPP or QROPS accounts. However, for all other types of accounts, transactions for each client account generally will be executed independently, unless the WealthUnite decides to purchase or sell the same securities for several clients at approximately the same time. WealthUnite may (but is not obligated to) combine or “bunch” such orders to seek best execution, to negotiate more favorable commission rates or to equitably allocate differences in prices and commissions or other transaction costs among WealthUnite’s clients, which might have been obtained if the orders were placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. WealthUnite will not receive any additional compensation or remuneration as a result of such aggregation.

Item 13: Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

WealthUnite typically monitors clients’ accounts on an as needed basis, but at least quarterly. Clients are encouraged to discuss their needs, goals, and other factors affecting their financial situation with WealthUnite and to keep WealthUnite informed of any changes thereto. WealthUnite typically contacts clients annually to discuss any such changes. To the extent that WealthUnite may provide clients with periodic account statements or reports, clients are urged to compare any statement or report provided by WealthUnite with the account statements received from the account custodian or Financial Institution.

B. 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).

C. Content and Frequency of Regular Reports Provided to Clients

Each client of WealthUnite’s advisory services provided on an ongoing basis will receive at least a quarterly report detailing the client’s account, including assets held, and asset value. This written report will come from the custodian.



Clients will also receive statements from WealthUnite, which may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities. The account custodian does not verify the accuracy of WealthUnite's advisory fee calculations.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

Except as indicated in Item 12 above, WealthUnite does not receive any economic benefit, directly or indirectly from any third party for advice rendered to WealthUnite's clients.

B. Compensation to Non – Advisory Personnel for Client Referrals

If a client is introduced to WealthUnite by a promoter, WealthUnite may pay that promoter a referral fee in accordance with the requirements of the Investment Advisers Act of 1940. Any such referral fee will be paid solely from WealthUnite's investment advisory fee and will not result in any additional charge to the client. Further, if the client is introduced to WealthUnite by an unaffiliated promoter, the promoter will provide a disclosure statement to the referred client describing the nature of the promoter/solicitor relationship, including, to the extent applicable, any compensation to be received for the referral and related material conflicts of interest.

Item 15: Custody

Clients' securities and cash are held in custody accounts with certain Financial Institutions ("Custodians"). The Agreement, and/or separate agreements with the Custodians, may authorize WealthUnite, through such Custodians, to debit clients' account for the amount of WealthUnite's advisory fee and to remit that advisory fee to WealthUnite in accordance with applicable custody rules. WealthUnite has procedures in place to ensure that it does not have actual custody of clients' assets.

Except as indicated below, the U.S. based Custodians have agreed to send an account statement, at least quarterly, to each client for which it maintains funds or securities, identifying the amount of funds and of each security in the account at the end of the period and setting forth all transactions in the account during that period. However, for clients with QROPS or SIPP investments, the trustees have arranged with these custodians for account information to be made available online to clients. In addition, WealthUnite sends these clients quarterly statements that it downloads directly from the Custodians at least quarterly. In addition, as discussed in Item 13, WealthUnite may send periodic account reports to clients. Clients should promptly and carefully review the statements sent directly by the Financial Institutions and compare them to the periodic account reports sent by WealthUnite.

Item 16: Investment Discretion

WealthUnite does not manage client accounts on a discretionary basis at any time. Clients are free to accept or decline WealthUnite's investment recommendations.



Item 17: Voting Clients Securities (Proxy Voting)

WealthUnite 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

A. Balance Sheet

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

B. Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to Clients

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

C. Bankruptcy Petitions in Previous Ten Years

WealthUnite has not been the subject of a bankruptcy petition.

WealthUnite Advisors LLC's Chief Compliance Officer, Eric DiAndrea, is available to address any questions about this ADV Part 2A Brochure, including any conflicts of interest presented.

