

Item 1 – Cover Page

SEATTLE WEALTH MANAGEMENT, LLC

8301-A 5th Avenue NE
Seattle, Washington 98115

(206) 956-9445

March 29, 2024

<http://www.seattlewm.com>

This Brochure provides information about the qualifications and business practices of Seattle Wealth Management, LLC. If you have any questions about the contents of this Brochure, please contact us at (206) 956-9445 or eric@seattlewm.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Additional information about Seattle Wealth Management, LLC is available on the SEC’s website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Seattle Wealth Management, LLC is 285877.

Item 2 – Material Changes

Since our brochure dated March 31, 2023, Seattle Wealth Management has made no material changes to this Brochure.

We will ensure that all current clients receive a Summary of Material Changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. A Summary of Material Changes is also included with our Brochure on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Seattle Wealth Management, LLC is 285877. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Eric A. Johnson at (206) 956-9445 or eric@seattlewm.com. Our Brochure is provided free of charge.

Item 3 – Table of Contents

	<u>Page</u>
Item 1 – Cover Page.....	i
Item 2 – Material Changes.....	ii
Item 3 – Table of Contents	iii
Item 4 – Advisory Business.....	2
Item 5 – Fees and Compensation.....	4
Item 6 – Performance-Based Fees and Side-By-Side Management	9
Item 7 – Types of Clients.....	10
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.....	11
Item 9 – Disciplinary Information.....	13
Item 10 – Other Financial Industry Activities and Affiliations	14
Item 11 – Code of Ethics, Participation or Interest in Client Transaction & Personal Trading	15
Item 12 – Brokerage Practices	17
Item 13 – Review of Accounts.....	19
Item 14 – Client Referrals and Other Compensation	20
Item 15 – Custody.....	21
Item 16 – Investment Discretion	22
Item 17 – Voting Client Securities.....	23
Item 18 – Financial Information.....	24

Item 4 – Advisory Business

- A** Seattle Wealth Management, LLC (“Seattle Wealth Management” “we” or “us”) is a registered investment advisor located in Seattle, Washington, formed January 1, 2014 and registered with the SEC. Seattle Wealth Management’s owners are Dan Uhm and Eric Johnson.
- B, C** Seattle Wealth Management provides financial planning and investment advisory services. Seattle Wealth Management’s investment advisory services are driven by and coordinated with each Client’s individual financial goals. The firm’s approach uses broadly diversified portfolios and a systematic strategy to manage investments. The firm follows strict fiduciary standards, putting its Clients’ interests before its own and seeking to avoid conflicts of interest with its Clients. The firm helps Clients coordinate and prioritize their financial lives with all aspects of their life goals. Integrating investments across all individual retirement accounts, taxable accounts, and employee retirement accounts is crucial to the process. Client input and involvement are critical parts of the financial planning process and implementation of investment decisions. After Client assets are invested, the firm monitors their investments and provides advice related to ongoing financial and investment needs. The firm is objective, and always puts its Clients’ interests first.

Seattle Wealth Management has discretionary and non-discretionary authority over Client funds. Discretionary authority means that the firm has the authority to determine, without obtaining specific Client consent, the securities bought or sold and the amount of securities bought or sold. The only restrictions on the above discretionary authority are those set by the Client on a case by case basis. Discretionary authority allows the firm to act on behalf of the Client in most matters necessary or incidental to the handling of the account, including monitoring certain assets, without the Client’s prior approval.

The firm offers the following financial planning services to clients:

- Investment Planning/Investment Policy Statements
- Retirement Planning/Financial Independence
- Capital Needs Analysis (Goal Funding)
- Debt Reduction
- Income Tax Planning
- Estate Planning
- College/Education Planning
- Risk Management (Life and Disability Insurance)
- Philanthropic Planning
- Cash flow and Net Worth Update
- Other Projects

A conflict exists between the interests of the investment adviser and the interests of the client. The client is under no obligation to act upon the investment adviser's recommendation. If the client elects to act on any of the recommendations, the client is under no obligation to affect the transaction through the investment adviser.

Seattle Wealth Management may, on occasion, recommend that all or a portion of the assets in Client accounts be managed by a Third Party Asset Manager ("TPAM") or a sub-advisor. TPAM or sub-advisory fees will be paid directly to the TPAM or sub-advisor from the Client's account and represent a portion of the account management fees paid by the Client. The remainder of the advisory fees debited from the Client's account will be paid to the Advisor. In all discretionary accounts, except to the extent the Client directs otherwise, the Advisor is authorized to use its discretion in selecting or changing a TPAM and/or sub-advisor to the Account without prior notice to the Client. Client may be required to execute a limited power of attorney with a TPAM or sub-advisor selected by Advisor under this Section.

Advice and services are tailored to the stated objectives of the Client(s). The firm discusses with the Client in detail critically important information, such as the Client's risk tolerance, time horizon, and projected future needs, to formulate an investment policy. This policy guides the firm in objectively and suitably managing the Client's account. A registered investment advisor of the firm will meet with Clients on an as needed basis to review portfolio performance, discuss current issues, and re-assess goals and plans.

The firm approach uses broadly diversified portfolios and a systematic strategy to manage investments. Our investment recommendations generally include mutual funds, exchange-traded funds, and exchange-listed and non-exchange-listed equity securities. We also recommend certificates of deposit, municipal securities, U.S. government securities, money market funds and REITs. If Clients hold other types of investments, we will advise them on those investments also. Clients may impose restrictions on investing in certain securities or types of securities. We consider such restrictions when preparing the Investment Policy Statement.

See Item 8 for a description of our investment strategy.

We follow strict fiduciary standards as required by the SEC, putting our Clients' interests before our own and seeking to avoid conflicts of interest with our Clients. We are compensated only by our Clients. Nonetheless, conflicts of interest do exist between our interests and our Clients' interests. Thus, our Clients are not obligated to act on our recommendations, or they can act on one or more of our recommendations without transacting business directly with us.

- D** We do not participate in or sponsor any wrap-fee programs
- E** We manage \$101,102,000 of Client assets on a discretionary basis and \$0 of Client assets on a non-discretionary basis. This amount was calculated as of March 3, 2024.

Item 5 – Fees and Compensation

- A** Seattle Wealth Management provides investment advisory and financial planning services to its Clients. Services may include the analysis of the Client's current portfolio, development of an investment policy statement, implementation of a recommended portfolio(s), and ongoing monitoring of the investment portfolio(s).

Seattle Wealth Management also charges annual fees for managing Clients' portfolios. The fees charged vary between 0.8 and 1% of assets under management according to the amount of assets under management, the composition of a Client's portfolio, the type of investment strategies, the services to be rendered, and the specific needs of the client. Seattle Wealth Management has no set account minimum, but fees are generally not negotiable.

We also offer investment consultations or financial planning services at an hourly or fixed fee rate. Hourly consulting or financial planning rates range from \$150 to \$300 per hour, depending on the complexity of the project, the scope of work to be performed, and the differential expertise of the investment adviser representative providing the services. Some of the factors contributing to determination of the hourly rate for financial planning services may include which and how many of the following areas will be addressed in the financial planning services: statements of financial position (includes net worth and cash flow statements), risk assessment, long term care and disability evaluation, core tax planning, core estate planning, asset allocation, real estate analysis, retirement planning, and business transition planning. Fixed fee projects are estimated to range from \$500 - \$10,000. Pricing will be developed on a project-by-project basis for each Client, also depending on the complexity, scope of work to be performed, expertise of the investment adviser representative providing the services, and the estimated time required to complete the project. Examples of the factors contributing to the determination of the hourly rate for fixed fee projects may include the same areas as described above for financial planning rates. Lower fees for comparable services may be available from other sources. Advisor does not require the prepayment six months or more in advance of more than \$500 of advisory fees.

In circumstances where a TPAM or a sub-advisor is utilized to provide certain investment advisory services to a Client, Seattle Wealth Management will submit an invoice to the custodian quarterly in advance for the advisory services and the custodian will deduct the TPAM or sub-advisor's fee directly from the Client's custodial account as well as Seattle Wealth Management's investment advisory fee. The TPAM or sub-advisor's fee will always be a portion of the Client's total advisory fees as stated in the Client's investment advisory agreement with Seattle Wealth Management. The TPAM or sub-advisory fees may range from 0.45% to 1.25% of the Clients AUM. Fees for these services are in addition to Seattle Wealth Management's fees disclosed above and will be disclosed to Clients upon engagement. The program services offered by these TPAM's are only

available to clients through registered investment advisor firms like Seattle Wealth Management.

- B** We bill the Client monthly in advance and concurrently send the Client an invoice itemizing the fee and send the custodian a notice of the amount of the fee to be deducted from the Client's account. Fees are paid directly to us from the account by the custodian upon our submission of an invoice to custodian. Seattle Wealth Management invoices to Client will provide billing information that contains the fee(s) charged, the formula used to calculate the fee(s), and the time period covered by the fee(s). Payment of fees may result in the liquidation of Client's securities if there is insufficient cash in the account. Fees not deducted from Client account are payable via check or credit card. The fee is based on the market value of the Client's account at the end of the prior month.

Market value means the value of all assets in the account (not adjusted by any margin debit). To determine value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded (or, if there shall be no sales on such date, then at the mean between the closing bid and asked prices on such date). Other readily marketable securities and other instruments shall be priced using a pricing service or through quotations from one or more dealers. All other assets shall be valued at fair value by Seattle Wealth Management and in accordance with Seattle Wealth Managements' fiduciary duty. In the unlikely event a Client disagrees with a valuation they may contact our firm to discuss.

Fees for a partial month at the commencement or termination of an agreement will be prorated based on the number of days the account was open during the month.

For fixed fee and hourly projects 50% of the fixed fee or of the estimated total project cost for hourly projects shall be billed and prepaid up front with the remainder immediately due and payable upon completion of the project.

- C** Clients pay brokerage transaction costs and other charges directly to the custodian. See Item 12. Clients may be required to pay, in addition to Seattle Wealth Management's fee, a proportionate share of any Exchange Traded Fund's (ETF) or mutual fund's fees and charges. For example, Mutual fund operating expenses are paid out of the fund and are an additional expense incurred by the Client. Clients pay Seattle Wealth Management's out-of-pocket expenses incurred in performing professional services, as well as any third party professional service fees and expenses, provided that such fees and/or expenses are expressly authorized by the Client.
- D** Clients pay all advisory fees monthly or hourly, in advance. Fixed fee projects may require one half of the fixed fee to be paid up front, with the balance due upon completion of the project. Seattle Wealth Management invoices to Client will provide billing information that contains the fee(s) charged, the formula used to calculate the fee(s), and the time period

covered by the fee(s). Fees not deducted from Client account are payable via check or credit card.

New accounts are pro-rated from the time we begin charging a fee to the Client. Fees for a partial month at the commencement or termination of this Agreement will be billed on a pro-rated basis contingent on the number of days the account was open during the month. Additionally, all service agreements may be terminated at any time by providing us with 15 days written notice. Any compensation paid for services beyond the time the agreement was terminated in writing will be refunded to the Client.

Upon termination of any project, any prepaid but unearned fees will be promptly refunded by Seattle Wealth Management and any partially completed plan will be delivered to the Client in its partially completed form. Any fees that have been earned by Seattle Wealth Management but not yet paid by Client will be immediately due and payable.

If Seattle Wealth Management has provided the Client a copy of its Form ADV Part 2 less than forty-eight hours prior to entering into any investment advisory contract or if Seattle Wealth Management provided the Client a copy of its Form ADV Part 2 at the time of entering into the investment advisory agreement, then the Client may terminate the investment advisory agreement without penalty within five business days after entering into the contract. Alternatively, the investment advisory agreement may be terminated at any time by either party by providing 15 days written notice to the other party.

Compensation for Insurance Products

SWM Insurance Agency, LLC is a licensed insurance producer in the State of Washington, and is owned by firm principal Eric A. Johnson and Seattle Wealth Management, LLC. Mr. Johnson provides investment advice on behalf of our firm and is also a licensed insurance agent for various carriers. Mr. Johnson is eligible to earn commission-based compensation for selling insurance products, including insurance products sold to you. Insurance commissions are separate and in addition to advisory services and fees.

The receipt of insurance-related commissions by any individual associated with our firm presents a conflict of interest. As fiduciaries, we must act primarily for the benefit of our investment advisory clients. As such, we will only recommend and transact insurance-related business with clients when suitable and appropriate. Clients are informed that they are under no obligation to use any individual associated with our firm for the purchase of any insurance products or services. Clients may use any insurance firm or agent of their choice.

- E** Securities related business is transacted with advisory Clients, and individuals may receive commissions from products sold to Clients. Clients are advised that the fees paid to Seattle Wealth Management for investment advisory services are separate and distinct from the commissions earned by any individual for selling Clients other securities products. If requested by a Client, we will disclose the amount of commission expected to be paid.

The receipt of commissions by an individual associated with the firm presents a conflict of interest. As fiduciaries, we must act primarily for the benefit of investment advisory Clients. As such, we will only transact securities related business with Clients when fully disclosed, suitable, and appropriate. Further, we must determine in good faith that any commissions paid to our representatives are appropriate. Clients are informed that they are under no obligation to use any individual associated with Seattle Wealth Management for securities products or services. Clients may use any brokerage firm or agent they choose.

Rollover Recommendations

As part of our investment advisory services to you, we may recommend that you roll assets from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA, SEP IRA, Traditional IRA, or Roth IRA (collectively, an "IRA Account") that we will manage on your behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts. When we provide any of the foregoing rollover recommendations we are acting as fiduciaries 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.

If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the advisory agreement you executed with our firm. This creates a conflict of interest because it creates a financial incentive for our firm to recommend the rollover to you (*i.e.*, receipt of additional fee-based compensation). You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule that requires us to act in your best interests and not put our interests 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 interests;
- charge no more than a reasonable fee for our services; and
- give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover.

Note that an employee will typically have four options in this situation:

1. leaving the funds in your employer's (former employer's) plan;
2. moving the funds to a new employer's retirement plan;
3. cashing out and taking a taxable distribution from the plan; or
4. rolling the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the advantages and disadvantages of both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

As an alternative to providing you with a rollover recommendation, we may instead take an entirely educational approach in accordance with the U.S. Department of Labor's Interpretive Bulletin 96-1. Under this approach, our role will be limited only to providing you with general educational materials regarding the pros and cons of rollover transactions. We will make no recommendation to you regarding the prospective rollover of your assets and you are advised to speak with your trusted tax and legal advisors with respect to rollover decisions. As part of this educational approach, we may provide you with materials discussing some or all of the following topics: the general pros and cons of rollover transactions; the benefits of retirement plan participation; the impact of pre-retirement withdrawals on retirement income; the investment options available inside your Plan Account; and high level discussion of general investment concepts (*e.g.*, risk versus return, the benefits of diversification and asset allocation, historical returns of certain asset classes, etc.). We may also provide you with questionnaires and/or interactive investment materials that may provide a means for you to independently determine your future retirement income needs and to assess the impact of different asset allocations on your retirement income. You will make the final rollover decision.

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

Seattle Wealth Management does not charge any performance-based fees for its services or perform side by side management. Accordingly, this item is not applicable to our firm.

Item 7 – Types of Clients

We provide investment advice to individuals, high net worth individuals, and businesses. Because each Client is unique, they must be willing to be involved in the planning and ongoing processes. Such involvement does not have to be time consuming; however, we want our Clients to remain informed and have a sense of security about their investments. Seattle Wealth Management has no minimum account size for opening or maintaining an account.

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

- A** Seattle Wealth Management believes in a long-term, balanced, disciplined approach to investing. As such, we build globally diversified portfolios that typically include stocks, bonds, real estate, and cash. These asset classes are accessed via mutual funds, exchange traded funds, and individual stocks and bonds. Investing takes place within the context of the plan that is tailored to each client's unique situation. We develop a statement of investment policy with each Client, outlining the investment philosophy, management procedures, long-term goals, risk tolerance, and other factors as they pertain to the investor(s). Numerous studies and statistics have shown that a stable, disciplined investment approach with a long-term perspective yields better long-term results than a rapid trading, market timing approach.

As part of our core investment approach, we purchase on behalf of Clients investments including (but not limited to) the following:

- Mutual Fund shares
- Exchange Traded Fund shares
- Publicly and non-publicly traded securities
- Corporate debt securities
- Certificates of deposit
- Municipal securities
- United States government and agency securities

We primarily research and review securities using traditional fundamental analysis. The primary investment strategies used to implement investment advice given to Clients include long-term (securities held at least one year) and short-term (securities sold within a year) purchases. The fundamental analysis of securities is used in conjunction with modern portfolio theory to generate diversified portfolios of securities based on the individual Client's investment goals and risk tolerance profile. While this practice does mediate some investment risk, it cannot mediate all investment risk. This residual systemic risk includes, but is not limited to, interest rate risk, inflation risk, market risk, corporate risk, geopolitical risk, and risk due to war or natural disasters.

The main sources of information we rely upon when researching and analyzing securities include traditional research materials such as financial newspapers and magazines, annual reports, prospectuses, filings with the SEC, as well as research materials prepared by others and company press releases. We also subscribe to various professional publications deemed to be consistent and supportive of our investment philosophy.

- B** We use our best judgment and good faith efforts in rendering services to Client. We cannot warrant or guarantee any particular level of account performance, or that an account will be profitable over time. Not every investment recommendation we make will be profitable.

Investing in securities involves risk of loss that Clients should be prepared to bear. Clients assume all market risk involved in the investment of account assets. Investments are subject to various market, currency, economic, political, and business risks.

Except as may otherwise be provided by law, we are not liable to Clients for:

- any loss that Clients may suffer by reason of any investment recommendation we made with that degree of care, skill, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; or
- any independent act or failure to act by a custodian of Client accounts.

It is the responsibility of the Client to give us complete information and to notify us of any changes in financial circumstances or goals.

Item 9 – Disciplinary Information

Seattle Wealth Management is required to disclose all material facts regarding any legal or disciplinary event that would be material to your evaluation of our firm, or the integrity of our management. No principal or person associated with Seattle Wealth Management has any information to disclose which is applicable to this Item.

Item 10 – Other Financial Industry Activities and Affiliations

Clients are not obligated to implement any recommendation provided by Seattle Wealth Management advisors.

Seattle Wealth Management may, on occasion, recommend that all or a portion of a Client's assets be managed by an unaffiliated investment manager or sub-advisor. Fees charged by a sub-advisor will be fully disclosed to Clients. Sub-advisory fees may be deducted directly from Client accounts and may result in increased fees to Client. In all discretionary accounts, except to the extent the Client directs otherwise, we are authorized to use our discretion in selecting or changing a sub-advisor and/or outside money manager to the account without prior approval from a Client. Clients may be required to execute a limited power of attorney with a sub-advisor selected by us. Prior to selecting other advisers to manage client assets, Seattle Wealth Management will confirm that the other advisers are properly licensed or registered as an investment adviser.

Insurance Activities

SWM Insurance Agency, LLC is a licensed insurance producer in the State of Washington, and is owned by firm principal Eric A. Johnson and Seattle Wealth Management, LLC. Mr. Johnson provides investment advice on behalf of our firm and is also a licensed insurance agent for various carriers. Please see additional disclosures regarding compensation for these services as set forth in Item 5 herein. Mr. Johnson will earn commission-based compensation for selling insurance products, including insurance products sold to Clients of Seattle Wealth Management. Insurance commissions earned by Mr. Johnson are separate and in addition to our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm who are insurance agents have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on the Clients' needs. Clients are under no obligation, contractually or otherwise, to purchase insurance products through any entity or person affiliated with our firm.

Item 11 – Code of Ethics, Participation or Interest in Client Transaction & Personal Trading

- A** Seattle Wealth Management has a Code of Ethics which all employees are required to follow. The Code of Ethics outlines our high standard of business conduct, and fiduciary duty to Clients. 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, the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things.

A copy of the code of ethics is available to any Client or prospective Client upon request by contacting Eric A. Johnson, at (206) 956-9445 or eric@seattlewm.com.

- B, C, D** We do not own or manage any companies or investments that we advise our Clients to buy.

Seattle Wealth Management or individuals associated with our firm may buy and sell some of the same securities for their own account that Seattle Wealth Management buys and sells for its Clients. When appropriate, we will purchase or sell securities for Clients before purchasing the same for our account or allowing representatives to purchase or sell the same for their own account. In some cases Seattle Wealth Management or representatives may buy or sell securities for their own account for reasons not related to the strategies adopted for our Clients. Our employees are required to follow the Code of Ethics when making trades for their own accounts in securities which are recommended to and/or purchased for Clients. The Code of Ethics is designed to assure that the personal securities transactions will not interfere with decisions made in the best interest of advisory Clients while at the same time, allowing employees to invest their own accounts.

Seattle Wealth Management will disclose to advisory Clients any material conflict of interest relating to us, our representatives, or any of our employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

As any advisory situation could present a conflict of interest, we have established the following restrictions to ensure our fiduciary responsibilities:

1. A director, officer, associated person, or employee of Seattle Wealth Management shall not buy or sell securities for his personal portfolio where his decision is substantially derived, in whole or in part, by reason of his employment unless the information is also available to the investing public on reasonable inquiry. No person of Seattle Wealth Management shall prefer his or her own interest to that of the advisory Client.

2. Seattle Wealth Management maintains a list of all securities holdings for itself and for anyone associated with its advisory practice that has access to advisory recommendations. An appropriate officer of Seattle Wealth Management reviews these holdings on a regular basis.
3. Any individual not in observance of the above may be subject to termination.

Item 12 – Brokerage Practices

A Our Clients' assets are held by independent third-party custodians. Except to the extent that the Client directs otherwise, Seattle Wealth Management may use its discretion in selecting or recommending the broker-dealer. The Client is not obligated to effect transactions through any broker-dealer recommended by Seattle Wealth Management. In recommending broker-dealers, Seattle Wealth Management will comply with its fiduciary duty to seek best execution and with the Securities Exchange Act of 1934 and will take into account such relevant factors as:

- Price;
- The custodian's facilities, reliability and financial responsibility;
- The ability of the custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order; and
- Any other factors that we consider to be relevant.

Generally speaking, we will recommend that Clients establish brokerage accounts with Charles Schwab & Co., Inc. ("Schwab") a registered broker-dealer and SIPC member, so long as Schwab continues to meet the above criteria. We work with primarily with Schwab for administrative convenience and also because Schwab offers a good value to our Clients for the transaction costs and other costs incurred.

The research products and services that Seattle Wealth Management may receive from brokerage firms (e.g. Schwab, among others) may include financial publications, information about particular companies and industries, and other products or services that provide lawful and appropriate assistance to Seattle Wealth Management in the performance of its investment decision-making responsibilities. Such research products and services are provided to all investment advisors who utilize a particular broker. Therefore, they are not considered to be paid for with soft dollars.

B Seattle Wealth Management may aggregate trades for Clients. The allocations of a particular security will be determined by Seattle Wealth Management before the trade is placed with the broker. When practical, Client trades in the same security will be bunched in a single order ("block") in an effort to obtain best execution at the best security price available. When employing a block trade:

- Seattle Wealth Management will make reasonable efforts to attempt to fill Client orders by day-end.
- If the block order is not filled by day-end, Seattle Wealth Management will allocate shares executed to underlying accounts on a pro rata basis, adjusted as necessary to keep Client transaction costs to a minimum.
- If a block order is filled (full or partial fill) at several prices through multiple trades, an average price and commission will be used for all trades executed.

- All participants receiving securities from the block trade will receive the average price.
- Only trades executed within the block on the single day may be combined for purposes of calculating the average price.

It is expected that this trade aggregation and allocation policy will be applied consistently. However, if application of this policy results in unfair or inequitable treatment to some or all of Seattle Wealth Managements' Clients, Seattle Wealth Management may deviate from this policy.

Seattle Wealth Management does not require or permit Clients to direct brokerage.

Item 13 – Review of Accounts

- A** Accounts are reviewed by Eric A. Johnson who is responsible for overseeing all investment advisory activities for the firm. The frequency of reviews is determined based on the Client's investment objectives. Accounts are generally reviewed quarterly, but in any event, no less than annually.
- B** More frequent reviews may be triggered by a change in Client's investment objectives; tax considerations; large deposits or withdrawals; large sales or purchases; loss of confidence in corporate management; or, changes in the economic climate.
- C** Investment advisory Clients receive standard account statements from the custodian of their accounts on a monthly basis. Seattle Wealth Management also provides Clients with a written report summarizing the account activity generally quarterly, but in any event, no less than annually.

Item 14 – Client Referrals and Other Compensation

We have no arrangements, written or oral, in which we compensate others or are compensated for client referrals.

Item 15 – Custody

With the exception of Seattle Wealth Managements' ability to debit fees, Seattle Wealth Management does not otherwise have custody of the assets in the account. Clients provide written authority to have fees debited from their accounts when they review and sign Seattle Wealth Managements' Investment Advisory Agreement. They also provide the Custodian the authority to release fee payments from their accounts when they sign the custodial account application. Clients shall receive monthly account statements from the Custodian. Clients also receive quarterly statements from Seattle Wealth Management that include notification of advisory fee calculations and the debiting from of these fees from client accounts. We urge clients to review the Seattle Wealth Management statements carefully and compare these accounts statements with the account statements from the Custodian.

Seattle Wealth Management shall have no liability to the Client for any loss or other harm to any property in the account, including any harm to any property in the account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a custodian.

Item 16 – Investment Discretion

Pursuant to authorization in the Investment Advisory Agreement, Clients may grant Seattle Wealth Management ongoing and continuous discretionary authority to execute its investment recommendations in accordance with Seattle Wealth Managements' Statement of Investment Policy (or similar document used to establish each Client's objectives and suitability), without the Client's prior approval of each specific transaction. Under this discretionary authority, Client allows Seattle Wealth Management to purchase and sell securities and instruments in their account(s), arrange for delivery and payment in connection with the foregoing, select and retain sub-advisors, and act on behalf of the Client in matters necessary or incidental to the handling of the account, including monitoring certain assets.

Clients may also grant Seattle Wealth Management non-discretionary authority to execute its investment recommendations. Non-discretionary authority requires Seattle Wealth Management to obtain a Client's prior approval of each specific transaction prior to executing the investment recommendations.

Item 17 – Voting Client Securities

- A** Without exception, Seattle Wealth Management does not vote proxies on behalf of Clients. Additionally, Seattle Wealth Management will not provide advice to Clients on how the Client should vote.
- B** Seattle Wealth Management does not have authority to vote Client securities. Clients will receive proxies and other solicitations directly from the custodian or transfer agent. If any proxy materials are received on behalf of a Client, they will be sent directly to the Client or a designated representative of the Client, who is responsible to vote the proxy.

Item 18 – Financial Information

- A** Seattle Wealth Management does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.
- B** Seattle Wealth Management does have discretionary authority over Client funds or securities, but we have no financial commitments that would impair our ability to meet contractual and fiduciary commitments to Clients.
- C** Neither Seattle Wealth Management, nor any of the principals, have been the subject of a bankruptcy petition at any time in the past.