



Independent Wealth Network

Item 1: Cover Page

Form ADV Part 2 Firm Brochure
Registered Investment Adviser
IARD# 286262

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March 28, 2024

For further information about Independent Wealth Network, Inc., contact: compliance@indwealth.net

This brochure provides information about the qualifications and business practices of Independent Wealth Network, Inc. If you have any questions about the contents of this brochure, please contact us at 515-461-5123 or compliance@indwealth.net. The information in this brochure has not been approved or verified by the United State Securities and Exchange Commission (SEC) or by any state securities authority. Registration as a registered investment adviser does not imply any level of skill of training.

Additional information about Independent Wealth Network, Inc. also is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2:

Material Changes

The following material changes have been implemented since our last filing of March 6, 2023:

Item 4: IWN no longer offers asset-based custodial arrangements or wrap fee programs.

Item 4: Updated Assets Under Management (AUM)

Item 5: Reduced the maximum fee as a percentage of Assets under Management to be no more than 2.5%

Full Brochure Available

Our brochure may be requested, free of charge, by contacting Art Dinkin, President and CCO at 515-461-5123 or compliance@indwealth.net.

Item 3:

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Item 4: Advisory Business

Independent Wealth Network, Inc. (“IWN”, “Firm”, “Advisor”, “we”, “our”, or “us”) is a privately-owned Iowa corporation and has been in business since August 2017. The principal owners are Jeff Zupancic, Art Dinkin, and Andrew Endelman.

Types of Advisory Services

IWN through its Investment Adviser Representatives (“IAR”), offers investment advisory services that are tailored to each client’s individual situation. Many factors such as the client’s investment objectives and the IAR’s expertise and business practices are considered when determining which advisory program may be most appropriate for the client. IWN requires its IARs to have successfully passed the applicable required industry examinations and to have obtained and maintain registration in the state in which a client resides. After reviewing the client’s financial situation, risk tolerance, time horizon and goals, the IAR will make specific recommendations for the client on how to meet stated investment goals.

To implement a recommendation, the client must complete an Investment Advisory Agreement (“Agreement”) which includes the Investment Policy Statement (“IPS”) with the assistance of their IAR. The advisory agreement discloses the services to be provided and the fee that will be charged. The IPS outlines the client’s investment objectives, financial circumstances, risk tolerance and any restrictions the client may wish to impose on their investment activities. Information provided by the client influences the way the IAR invests the client’s assets. The IAR will be available to the client for consultation on these matters and will act on any changes in a client’s financial circumstances deemed to be material or appropriate as soon as practical after the IAR becomes aware of the change.

Financial Planning or Consulting Services

Ongoing financial planning and/or consultation services are available if specifically requested by a client. In the event the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of IAR), IAR may decide to charge for such additional services, the dollar amount of which shall be set forth in a separate written agreement with the client. With respect to IAR’s planning and consulting services, client acknowledges:

- Client is free to accept or reject any recommendation and client acknowledges that they have the sole authority regarding the implementation, acceptance, or rejection of any recommendation or advice.
- Recommendations for estate planning, retirement planning, taxes, insurance, and/or other services may be discussed and/or implemented, at client’s sole discretion, with corresponding professional(s) such as a broker, accountant, attorney, or insurance agent who may be affiliated entities and/or IAR of IWN or otherwise of client’s choosing.
- In respect to estate planning and tax planning matters, IAR’s role shall be that of a facilitator between client and their corresponding professional(s).
- No portion of IWN’s services should be construed as legal or accounting advice. Rather, client should defer to a properly credentialed attorney or accountant; and
- Clients must notify their IAR if there is a change in financial situation or investment objective(s) for reviewing, evaluating, and/or revising Advisor’s previous recommendations and/or services and/or to address new planning or consulting matters. In the annual notification of updated registration and disclosure documents, the Firm will remind the Client of this obligation to keep their IAR informed.

Each IAR utilizes different planning and investment strategies along with IWN-approved software tools when making recommendations and recommending investment allocations for client accounts, which may differ from the advice, timing, or action taken regarding other client(s). Plan supervision is guided by the stated

objectives of the client as written in the Investment Policy Statement (“IPS”) attached to Agreement as Exhibit A.

Financial plans or consulting services may make future and hypothetical projections using information provided by the client. Information provided to IAR is believed to be accurate. There are no guarantees on the performance of the plan or consulting services provided.

Wealth Management

By signing an Investment Advisory Agreement with IWN, the client has provided their IAR discretionary authority to initiate trades or transactions on their behalf. The client’s Investment Policy Statement specifies any trading or investment limitations. A Client who gives discretion to an IAR must have complete trust in the IAR as the arrangement may be risky. However, any decisions made by an IAR must be in the client’s best interest and suitable for the client based on the client’s objective’s and tolerance for risk. Each client account may be offered different advice or services depending on the specific needs of the client and the expertise of the IAR.

Third-Party Managers

IWN has agreements with third-party managers which IARs may recommend to clients. When employed, the third-party manager will manage a part or all of the client’s assets on a discretionary basis. The IAR assists the client in completing a suitability review and a review of the manager’s strategies to meet the client’s goals. IARs do not provide daily management of these assets but supervise the managers and monitors the accounts to ensure compliance with the client’s stated objectives. The IAR may periodically recommend changes in investment strategy, third-party manager, or asset allocation due to market factors or changes in the client’s financial goals.

Please consult the third-party manager’s disclosure brochure for more information about their methods, costs, fees, risks, etc. Their brochure should be provided by your IAR and should be in a similar format to the document you are now reading. Third-party managers may require some notice before cancellation; however, any unearned portion of a prepaid fee shall be refunded to the client on a pro rata basis.

Third-Party Models, Model Providers and Overlay Managers

Many asset managers available are accessed using investment models (“Third-Party Models”), whereby the asset manager, acting as a “Model Provider”, constructs an asset allocation and selects the underlying investments for each portfolio. Overlay Managers perform overlay management of the Third-Party Models by implementing trade orders and periodically updating and rebalancing each Third-Party Model pursuant to the direction of the Model Provider. The Model Provider may, from time to time, replace existing models or hire others to create models and cannot guarantee the continued availability of these models.

Certain Model Providers may pursue an investment strategy that utilizes underlying mutual funds or exchange traded funds advised by the Model Provider or its affiliate(s) (“Proprietary Funds”). In such situations, the Model Provider or its affiliate(s) may receive fees from their Proprietary Funds for serving as investment advisor or other service provider to the Proprietary Fund (as detailed in the Proprietary Fund’s prospectus). These fees will be in addition to the management fees that a model provider receives for its ongoing management of the Third-Party Models and create a financial incentive for the Model Provider to utilize proprietary funds. This creates a conflict of interest with the client. Clients should discuss any questions with or request further information from their IAR concerning the use of Proprietary Funds and Third-Party Models, or the conflict of interest this creates.

Advisor Managed Accounts

An IAR may recommend that clients establish a brokerage account with a custodian to maintain custody of the client's assets and to affect trades for their accounts. The IAR acts with discretionary trading authority based on the client's IPS and the advisor's investment strategies they believe will best achieve the stated objectives of the client.

IWN and the custodian each reserve the right to reject and not provide services to any client or with respect to any client account for any reason. In some instances and depending on the custodian used to custody accounts and clear trades, the client will be responsible for transaction charges in addition to the IAR's advisory fee. The advisory fee is negotiated between the client and their IAR based on the complexity of the investment strategy and the account size.

Client Brokerage and Custody Costs

IWN is not affiliated with any custodian. IWN does not maintain custody of the client assets on which we advise. Client assets must be maintained in an account at a "qualified custodian". The custody costs, if any, are found in the prospectus or program brochure and detailed in the selected Exhibit B - Schedule of Fees, from the Investment Advisory Agreement.

The custodian does not charge the client for custody services. However, some custodians are compensated by charging client commissions or other fees on trades that it executes or that settle into client accounts.

The custodian executes trades for client accounts based on instructions provided by the IAR. By having the custodian execute the trades, it is consistent with our duty to seek "best execution". Best execution means the most favorable terms for transaction based on all relevant factors, including those listed above.

The client acknowledges that in some instances brokerage commissions, custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual funds, exchange traded funds, fees imposed by variable annuity providers, certain deferred sales charges, wire transfers, and other similar charges incurred in connection with transactions for client account imposed by custodian or unaffiliated third parties will be paid out of the assets in the account and are in addition to the fees paid by client to IWN.

Held Away Account Services

We provide an additional service for accounts not directly held with one of our custodians but where we do have discretion and may leverage an Order Management System to implement asset allocation or rebalancing strategies on behalf of the client. These are primarily 401K accounts, 529 plans, variable annuities, and other assets not held with our custodian. We regularly review the current holdings and available investment options in these accounts, rebalance, and implement our strategies as necessary.

In cases where the client chooses to have IWN advise on assets that are not held at a qualified custodian with whom IWN has an advisory relationship, IWN will have the ability to provide investment management services of those held-away accounts through a third-party portfolio management provider, Pontera. Such accounts will be studied, analyzed, allocated, monitored, managed, tactically adjusted, and rebalanced when necessary and periodically reviewed by the Firm in detail on behalf of the Client, considering the Client's evolving individual circumstances, goals, and objectives.

Access to held away accounts is achieved by the Client permitting access via a provided link through Pontera for the Firm to make asset allocation changes via the Client's online login credential. These online credentials

are never made available to, or held, or stored by IWN. Access is restricted and the Firm will only have permissions to make changes to the allocation of funds or other securities in the account and will not at any time be able to adjust, add to or subtract from investment options, or any other plan policies or fees assessed by the plan or the fund providers, access the financial assets in the account, make deposits, withdrawals or distributions. The assets will be monitored by the IAR to insure the portfolio's adherence to the investment objectives and risk tolerances of the Client. These assets are included in calculating the total assets under management when assessing the advisory fees.

Client Imposed Restrictions

Clients may impose reasonable restrictions on investing in certain securities, types of securities, industry sectors or asset classes. These restrictions must be disclosed in the client's Investment Policy Statement (Exhibit A of their Investment Advisory Agreement). However, IWN reserves the right to not accept and/or terminate the advisory relationship if we feel that the client-imposed restrictions would limit or prevent us from maintaining the client's investment strategy or achieving the client's stated objectives. Additionally, if the client's-imposed restrictions would require IWN to deviate from its standard suite of services, the Firm reserves the right to end the relationship.

Assets Under Management

IWN manages approximately \$306,827,681 on a discretionary basis and \$51,499,703 on a non-discretionary basis for total assets under management of \$358,327,384 through December 31st, 2023.

Item 5: Fees and Compensation

We establish our fee arrangements with the client in our written Investment Advisory Agreement. Independent Wealth Network, Inc. receives fees and compensation in multiple ways depending on the advisory services chosen by the client. Management fees are negotiated by the client directly with the IAR providing services on behalf of IWN and are assessed monthly in arrears. IWN will not allow IARs to impose a total fee lower than the Firm's Program Fee of 0.10% of assets per year or more than 2.50% of assets per year. The Firm offers no assurances that lower fees for comparable services may or may not be available elsewhere, or that the negotiated fee is not in excess of the industry norm.

Fee Schedule - Financial Planning and Consulting

Compensation for Financial Planning or Financial Consulting Services deemed extraordinary by the IAR is defined in the Financial Planning & Consulting Agreement. The fee is not based on a percentage of the client's assets. Fees are negotiated based on the complexity of the client's financial condition, special project or the plan or service. The scope of service will determine if the fee will be a single fee for service, an hourly fee for service, or retainer fee for a period of time (not to exceed six months). Plans must be delivered within six months of contract execution.

Either the IAR or a client may terminate services upon written notice to the other party. Our Financial Planning & Consulting Agreement may be terminated without cost or penalty. If the client terminates after IAR has provided services but prior to the time for which payment is due, then all fees due for services already provided under the agreement will be immediately due.

After the termination date, IWN and the IAR will have no further duties or obligations to the client under the Financial Planning & Consulting Agreement.

Fee Schedule – Wealth Management

IWN is compensated with fees based on a percentage of the average daily value of eligible assets in the account for each previous month. The fee is deducted directly from the client's account unless otherwise specified in the Investment Advisory Agreement. Compensation is not based on a share of capital gains, or capital appreciation of any portion of client funds.

IWN charges a Program Fee in addition to the investment management fee charged by the IAR and the asset-based fee (if any) imposed by the custodian. The IAR is not compensated from the Program Fee and may not negotiate the Program Fee on behalf of the Advisor.

The fee shall be paid monthly, in arrears, based upon the average daily value of the assets during the previous month. Fees will be prorated for any partial month as reflected in the average daily balance for the entire month period.

Upon notice, whenever there are changes to the fee schedule, the schedule of charges previously in effect shall continue until the next billing cycle. Client may reject changes in fee schedule by giving written notice to IWN within 30 days. If rejected, IWN is not obligated to continue services under the previous fee schedule.

Fee Schedule - Held Away Accounts

For IWN services provided to Held Away Accounts (accounts with Custodians other than our primary approved custodians), IWN will be paid a management fee (fees are negotiated with the IAR providing service on behalf of IWN) based on the market valuation of the Client's Account. Fees shall be prorated and paid monthly, in arrears, based upon the average daily value of the Client's account(s) during the previous month. If you engage us any time after the first day of the month, the fee will be prorated for the month as reflected in the average daily balance for the entire month. Clients with held away accounts must also have an account held at one of the Firm's primary approved custodians from which the fees for the held away account will be deducted. Clients acknowledge that for the Held Away Accounts set forth on the Investment Advisory Agreement, Pontera Inc. allows the Firm to be able to service the Held Away Accounts and will retain a portion of the fee collected by IWN.

IWN charges a Program Fee in addition to the investment management fee charged by the IAR. The Program Fee for held away accounts is higher than accounts held at one of our primary custodians and includes fees charged to the Firm by Pontera. The IAR is not compensated from the Program Fee and may not negotiate the Program Fee on behalf of the Advisor. Our Advisors are prohibited from charging a greater total fee for accounts held away than for accounts held with one of our approved custodians which means that compensation to the Advisor is reduced by the higher program fee imposed for held away accounts.

Termination of Wealth Management and Advisory Services

The Investment Advisory Agreement may be terminated by IWN, or the client, with a full refund of fees if such termination occurs within five (5) business days after the Agreement has been signed. Thereafter, the agreement will continue in effect until terminated by either party, by one party giving written notice to the other party.

Termination of this Agreement will not affect:

- The validity of any action previously taken by IWN under this Agreement.
- Any liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or
- Client's obligation to pay advisory fees (prorated through the date of termination). Upon the

termination of this Agreement, IWN will have no obligation to recommend or take any action regarding the securities, cash, or other investments in the Account.

Upon termination of the relationship, IWN will accept the client's instructions regarding disposition of the account which may include transferring the client's account to a brokerage account, to a new custodian designated by the client or by liquidating the client's account. The client should be aware that certain mutual funds may impose redemption fees as stated in each company's fund prospectus. Clients must consider that the decision to liquidate may result in tax consequences which should be discussed, in advance, with the client's tax advisor. Due to the administrative processing time needed to terminate the client's investment advisory service, it may take several business days under normal market conditions to process the client's request for liquidation or transfer. During this time, the client's account is subject to market risk. All efforts will be made to process the termination in an efficient and timely manner.

The Investment Advisory Agreement may not be assigned (within the meaning of the Investment Advisors Act of 1940) by a client without the prior consent of IWN. IWN may assign the Agreement to a successor advisor or IAR who will be required to notify client and will continue to provide services previously provided to client. If the client continues to accept such services provided by the successor without written objection during the 60-day period after receipt of the notice from the successor, the successor will assume that client consented to the assignment and the successor will continue under the terms and conditions of the Agreement.

General Information on Fees

Mutual funds, exchange traded funds (ETFs) and other investments typically charge shareholders various fees and expenses associated with the establishment and operation of the fund. These fees generally include a management fee, shareholder servicing, other fund expenses, and sometimes a distribution fee. Each fund's current prospectus discloses these separate fees and expenses. A copy of the prospectus is available from the fund's sponsor.

IWN, its supervised persons and IARs do not accept compensation or commission for the sale of securities or other investment products, including asset-based sales charges or services fees from the sale of mutual funds.

It is important for clients to understand that they may be paying two levels of advisory fees and expenses: one level to the fund and one level to IWN. Most mutual funds and ETFs may be purchased directly, without using our services, and without incurring our advisory fees.

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

Independent Wealth Network, Inc. does not charge fees that are based on account performance.

Item 7: Types of Clients

Independent Wealth Network, Inc. provides financial advice and/or Wealth Management services to individuals and high-net worth individuals, as well as trusts, pension and profit-sharing plans, estates, charitable organizations, and corporations. We do not require minimums for income, assets, net worth, length of engagement, or other conditions for engaging our services. We value the relationship between the client and IAR and do not engage in practices which may interfere with this trusted relationship. If the relationship is no longer viable, IWN will assist the client in developing a new IAR relationship.

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

Each Advisor is provided flexibility (subject to IWN's supervision and compliance requirements) when developing their investment strategies. The following sections provide brief descriptions of some of the more common methods of analysis and investment strategies that are used by our IARs.

Fundamental - A method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial, and other qualitative and quantitative factors. Fundamental analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of companies). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price in hopes of determining a position to take with that security (underpriced = buy, overpriced = sell or short). This method of security analysis is the opposite of technical analysis. Fundamental uses data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for just about any type of security.

The risk associated with fundamental analysis is that it is subjective. While a quantitative approach is possible, fundamental analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Technical - A method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. Technical analysts believe that the historical performance of stocks and markets are indications of future performance.

Technical analysis is even more subjective than fundamental analysis in that it relies on accurate interpretation of a given security's price and trading volume data. A decision might be made based on a historical move in a certain direction that was accompanied by heavy volume; however, that heavy volume may only be heavy relative to past volume for the security in question, but not compared to the future trading volume. Therefore, there is the risk of a trading decision being made incorrectly, since future trading volume is an unknown variable. Technical analysis is also done through observation of various market sentiment readings, many of which are quantitative. Market sentiment gauges the relative degree of bullishness and bearishness in a given security, and a contrarian investor utilizes such sentiment advantageously. When most traders are bullish, then there are very few traders left in a position to buy the security in question, so it becomes advantageous to sell it ahead of the crowd. When most traders are bearish, then there are very few traders left in a position to sell the security in question, so it becomes advantageous to buy it ahead of the crowd. The risk in utilizing technical measurements is that a very bullish reading can always become more bullish, resulting in lost opportunity if the money manager chooses to act upon the bullish signal by selling out of a position. The reverse is also true in that a bearish reading can always become more bearish, which may result in a premature purchase of a security.

Investment Styles and Strategies

IWN utilizes several strategies when managing client accounts. Below are some of those strategies:

Long term purchases - Investments held at least a year.

Short term purchases - Investments sold within a year.

Margin transactions - When an investor buys a stock on margin, the investor pays for part of the purchase and borrows the rest from a brokerage firm. For example, an investor may buy \$5,000 worth of stock in a margin account by spending \$2,500 from the account's cash balance and borrowing \$2,500 from the brokerage firm.

Options including buying puts and calls, writing puts and calls, covered and uncovered - Options contracts give the purchaser the right to buy or sell a security, such as stocks, at a fixed price within a specific period of time.

Item 9: Disciplinary Information

Independent Wealth Network, Inc. has never been subject to any legal or disciplinary proceedings but a few of our IARs have disciplinary history which pre-dates their association with our Firm. That history is disclosed in their respective ADV Part 2B. Additional information about specific disclosure items may be found on the Investment Adviser Public Disclosure website at adviserinfo.sec.gov.

Item 10: Other Financial Activities and Affiliations

Financial Industry Activities

As a registered investment adviser, IWN must disclose information regarding our business activities other than giving investment advice, our other activities in the financial industry, and any arrangements with related persons that are material to the client or our advisory business. We are also required to disclose if we receive cash or other economic benefits from a third-party relating to advising the client. Individual advisors who participate in outside business activities which are investment related, present conflicts of interest, or involve more than 10% of the IAR's time or compensation are disclosed on the individual advisor's ADV Part 2B which may be found on the disclosure page of IWN's website (www.indwealth.net/disclosures).

The Firm is not registered as a futures commission merchant, commodity pool operator or a commodity trading advisor. One IAR has his own futures firm as an outside business activity not affiliated with IWN. Trading commodities and futures generates commissions which presents a potential conflict of interest with the IAR's fiduciary duties.

Affiliations

Certain associates of the Firm are also registered representatives, licensed to sell securities. As a registered representative of an unaffiliated broker-dealer, he or she may earn additional compensation in the form of commissions for the sale of general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuities to investment advisory clients. As such, your IAR may suggest that you implement investment advice by purchasing securities products through a commission-based account introduced through an unaffiliated broker-dealer in addition to an investment advisory account. If you elect to purchase these products through an unaffiliated broker-dealer, your investment advisor, in the capacity as a registered representative, and the unaffiliated broker-dealer will receive commission compensation in connection with the product purchased which presents a potential conflict of interest with the IAR's fiduciary duties. Transactions with unaffiliated broker-dealers are outside of the client relationship with IWN, even if

the registered representative is also an investment advisor representative of our Firm.

Certain associates of the Firm are also insurance agents licensed to sell insurance products. These services pay a commission, which presents a potential conflict of interest with the IAR's fiduciary duties. Clients have the right to implement insurance product recommendations through the insurance agency and agent of their choice. We require that all IARs disclose this conflict of interest when such recommendations are made. We also require IARs to disclose that the client has the right to purchase recommended products from individuals not affiliated with us.

Selection of Other Investment Advisors

We may recommend or select Third Party Managers ("TPM") for our clients and receive compensation from the third-party via a fee share; thus, a material conflict of interest exists between our interests and those of our clients in that IWN has an incentive to direct clients to TPMs that provide us with a larger fee. IWN must always act in the best interest of our clients when making recommendations or selecting TPMs. The client has the right to decide whether to act on our recommendations and whether to utilize the services of the recommended TPM. The client has the right to utilize the professional of his or her choice. All TPMs are properly licensed and registered as investment advisers in the proper jurisdictions. The fees shared will not exceed any limit imposed by any regulatory agency.

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

Code of Ethics

Our Code of Ethics ("Code") has been adopted by Independent Wealth Network, Inc. ("IWN") and is designed to comply with Rule 204A-1 under the Investment Advisers Act of 1940 ("Advisers Act").

This Code establishes rules of conduct for all Personnel of IWN and is designed to govern personal securities trading activities in employees' accounts. The Code is based on the principle that IWN and its investment adviser representatives ("IARs") owe a fiduciary duty to IWN's Clients to conduct their affairs, including their personal securities transactions, in such a manner as to avoid the following:

- Serving their own personal interests before those of Clients;
- Taking inappropriate advantage of their position in the Firm; or
- Any actual or potential conflicts of interest or any abuse of their position of trust and responsibility.

The Code is intended to ensure that ethical standards are maintained by IWN and to preclude activities that may lead to, or give the appearance of, conflicts of interest and insider trading, and other forms of prohibited or unethical business conduct. The name and reputation of the Firm are a direct reflection of the conduct of every person associated with IWN including employees, IARs, and their staff ("Associates" or "Personnel").

Under Section 206 of the Advisers Act, IWN and its Associates are prohibited from engaging in fraudulent, deceptive, or manipulative conduct. Compliance with this section means that IWN has an affirmative duty of utmost good faith to act solely in its clients' best interest.

IWN and all IWN's Associates are subject to the following specific fiduciary obligations when dealing with Clients:

- The duty to have a reasonable, independent basis for investment advice provided;
- The duty to obtain the best execution for transactions where IWN is in a position to direct brokerage

transactions for the Client;

- The duty to ensure that investment advice is suitable and meets the Client's individual objectives, needs, and circumstances; and
- An obligation to be loyal to our Clients.

To meet its fiduciary responsibilities to its Clients, IWN expects every Associate to demonstrate the highest standards of ethical conduct. Strict compliance with the provisions of this Code shall be considered a basic condition of employment with IWN.

The IWN Code of Ethics is published on the [disclosure page of our website](#).

Item 12: Brokerage Practices

Factors Used to Select Custodians and Broker/Dealers

IWN is not affiliated with any custodian. Clients must enter into a separate agreement with a custodian for IWN to manage their assets. Clients are required to use a custodian with whom IWN has a custodial relationship with. We do not allow clients to direct us to use a broker of their choosing.

We consider several factors in recommending custodians to clients, such as ease of use, reputation, service execution, pricing, and financial strength. A client may pay fees and expenses that are higher than another qualified broker-dealer might charge to affect the same transaction where we determine, in good faith, that the fees and expenses are reasonable in relation to the value of the brokerage and research services received.

The determinative factor is not the lowest possible cost but whether the transaction represents the best qualitative execution. Factors taken into consideration include the full range of services, the value of research provided, execution capability, fees and expenses, and responsiveness. Accordingly, although we will seek competitive rates, we may not necessarily obtain the lowest possible expenses or transaction rates for client account transactions. The fees charged by the custodian are exclusive of, and in addition to, our fee.

Products and Services Available to IWN from Custodian

The custodian provides IWN and our clients with access to institutional brokerage services — trading, custody, reporting, and related services — some of which may not be available to the custodians' retail customers. The custodian also provides various support services. Some of those services help IWN manage or administer our clients' accounts while others help IWN and IARs manage and grow their business. Custodians' support services generally provided are at no charge to the Firm. The following is a more detailed description of the custodians' support services:

Services That Benefit Client

The custodian's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through the custodian include some to which IWN might not otherwise have access to or that would require a significantly higher minimum initial investment by our clients.

Services That May Not Directly Benefit Client – Conflicts of Interest

Custodians also make available to IWN other products and services that benefit the Firm which may not directly benefit clients or their accounts. These products and services assist IWN in managing and administering our client accounts. They include investment research of their own and that of third parties. IWN may use this research to service all or a substantial number of our client accounts. In addition to

investment research, the custodian makes available software and other technology that provide access to client account data (such as duplicate trade confirmations and statements), facilitate trade execution, and allocate aggregated trade orders for multiple client accounts. They also provide pricing/market data, facilitate payment of IWN fees from client accounts, and assist with back-office functions such as recordkeeping and client reporting.

The IAR may be in conflict by recommending the client sell a security and select an investment program that over the life of the program offers more compensation than the IAR may have earned by using a full-service brokerage account or by the client implementing the advice elsewhere.

Services That Generally Benefit Only IWN

The custodian may offer other services intended to help IWN and IARs manage and further develop their business. These services include educational conferences/events, consulting on technology, compliance, legal and business needs, publications/conferences on practice management and business succession, as well as access to employee benefit providers, human capital consultants and insurance providers.

In other cases, the custodian may arrange for third-party vendors to provide services to IWN. The custodian may also discount or waive their fees for some of these services or pay all or a part of a third-party's fees. Custodians may also provide IWN with other benefits, such as occasional business entertainment events.

Research And Soft Dollar Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a custodian, we may receive without cost (or at a discount) support services and/or products, some of which assist us to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by us may be 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 gratis consulting services, discounted or gratis attendance at conferences, meetings, and other educational or social events, marketing support, computer hardware or software, or other products used by us in furtherance of our investment supervisory business operations.

As indicated above, the support services and products that may be received may assist us in managing and administering client accounts. Others do not directly provide such assistance but rather assist us to manage and further develop our business enterprise.

IWN's clients do not pay more for investment transactions effected and/or assets maintained at custodians because of this arrangement. There is no corresponding commitment made by us to custodians 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 our arrangement.

Trade Aggregation

We attempt to allocate trade executions in the most equitable manner possible, taking into consideration current asset allocation and availability of funds using price averaging, proration, and consistently non-arbitrary methods of allocation. We may aggregate orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among our clients' differences in prices and commission or other transaction costs. In aggregated orders, transactions will be price-averaged and allocated among our clients in proportion to the purchase and sale orders placed for each client account on any given trade.

Item 13: Review of Accounts

IWN conducts ongoing client account reviews. Financial Plans & Consulting Services Agreements are reviewed as received. IWN has designated the Chief Compliance Officer and staff assigned by the Chief Compliance Officer to conduct ongoing reviews.

Through the Firm's compliance software system, IWN reviews daily trades and multiple exception reports. Exception reports include monitoring account volatility versus stated risk objective, size of transaction versus total account value, the amount of activity in the account, along with any margin and options alerts or other risk factors. IWN conducts periodic reviews of third-party managers and alternative investments in the client accounts.

IARs shall contact ongoing investment advisory clients at least annually, but we do not specifically detail the form or frequency of contact. Clients are required to discuss their needs, goals, and objectives with their IAR and to keep their IAR informed of any changes as they occur and should establish expectations with their advisor about how often they want to be in contact. Significant changes to a Client's goals, financial situation, investment objectives, or strategy must be reflected on an updated Investment Policy Statement (Exhibit A of the Investment Advisory Agreement) and signed by both the Client and IAR.

Unless otherwise agreed upon, clients are provided with transaction confirmation notices and regular summary account statements directly from the custodian for their account. Investment advisory clients may also receive periodic reports that may include relevant account and market-related information such as an inventory of account holdings with account performance. Financial planning or consulting services clients typically do not receive regular reports on their accounts after the financial planning or consulting services have been concluded.

Item 14: Client Referrals and Other Compensation

Economic Benefits Provided by Third Parties for Advice Rendered to Client

Independent Wealth Network, Inc. does not receive any economic benefit, directly or indirectly, from any third party for advice rendered to the Firm's clients.

Compensation to Non-Advisory Personnel for Client Referrals

If a client is referred to an IAR by a promoter, the IAR may pay that promoter a referral fee which will not result in any additional charge to client. Regulatory rules require:

- (1) If the promoter will receive \$1000 or more in compensation during a twelve month period, there will be a written agreement between the Firm and the promoter detailing the referral arrangement.
- (2) At the time of any solicitation activities, the promoter must provide the prospective client with the Firm's disclosure documents including the IARs Part 2B Brochure, and a separate, written disclosure document disclosing the promoter is being compensated for referring or recommending the IAR, which includes the terms of the compensation including any fee to the client.
- (3) Prior to the engagement of IAR, the Firm must receive a client signed and dated copy of the advisory agreement acknowledging receipt of the Firm's disclosure documents including the IAR's Part 2B Brochure and the written solicitor disclosure document.

We currently have arrangements with TPMs where we receive compensation based on the service they provide to our clients. All compensation arrangements are formalized in an agreement and disclosed to our clients.

Item 15: Custody

Independent Wealth Network, Inc. does not take physical custody of client accounts at any time. As described in item 12, accounts are maintained at an external custodial firm selected by the client from a list of custodians approved by IWN. However, Rule 206(4)-2 of the Advisers Act defines having custody as “holding, directly or indirectly, client funds or securities, or having any authority to obtain possession of them.” Since IWN requires clients to grant us authority to instruct the custodian to deduct our fees from their account, IWN is deemed to have constructive custody of the accounts even though the Firm is not in physical possession of the accounts.

We may also be deemed to have custody of client accounts because of Standing Letters of Authorization (“SLOA”) to transfer funds from a client account to third parties. In such instances where we act under a SLOA, we may only initiate these transactions when directed by the client to transfer funds to a specific third party, for a designated amount, and at a designated time. This authority must be provided via written authorization.

Our Firm is not subject to surprise examinations despite having custody from our ability to withdraw our fees from client accounts and the authority granted to us via SLOA based on the conditions set forth in the No-Action letter issued by the Securities and Exchange Commission on February 21, 2017. Pursuant to the conditions set forth in the No-Action Letter, we confirm:

- We may act only on written instruction to the qualified custodian, that includes the client signature, the third party’s name, and either the third party’s address or the third party’s account number at a custodian to which the transfer should be directed;
- the client provides written authorization to direct transfers to the third party either on a specified schedule or from time to time;
- the qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify authorization, and the qualified custodian provides a transfer of funds notice to the client promptly after each transfer;
- the client maintains the ability to terminate or change the instruction to the qualified custodian;
- we have no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party without written consent from the client;
- we maintain records showing that the third party is not a related party of IWN or located at the same address as IWN; and
- the qualified custodian sends the client an initial notice confirming the instruction and an annual notice reconfirming the instruction.

Item 16: Investment Discretion

Discretionary Authority for Trading

By signing the Investment Advisory Agreement, clients give Independent Wealth Network, Inc. or selected Third-Party Manager Limited Power of Attorney to determine, without obtaining specific client consent, the securities to be bought or sold and the amount of the securities to be bought or sold. This trading authority

facilitates placing trades in client accounts on their behalf so that we may implement the investment strategy in compliance with their Investment Policy Statement (Exhibit A of the Investment Advisor Agreement).

Non-Discretionary Accounts

Accounts owned by pension and profit-sharing plans are typically provided for the benefit of plan participants. In such accounts each plan participant may direct their own investments within the plan which means IWN is not providing discretionary management and no Investment Policy Statement exists for the participant with our Firm.

Item 17: Voting Client Securities

Clients must determine who is responsible for voting proxies and must indicate accordingly on account application(s).

Unless the client directs otherwise, client shall be responsible for directing the way proxies solicited by issuers of securities beneficially owned by client shall be voted and making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets.

If client does direct the IAR to vote proxies, then client understands IAR will generally determine how to vote proxies based on IAR's reasonable judgment of what vote is likely to produce favorable financial results for client and IAR's other clients who hold the security. IAR will generally cast proxy votes in favor of proposals that maintain or strengthen the shared interests of issuer's shareholders and management, increase shareholder value, maintain, or increase the rights of shareholders. IAR will generally cast proxy votes against proposals having the opposite effect. However, IAR will consider both sides of each proxy issue to be voted on. IAR will not consider social considerations, absent contrary instructions from client. Client acknowledges that conflicts of interest may arise between IAR and client regarding proxy issues. If IWN's Chief Compliance Officer determines that a material conflict exists, IAR will follow the following procedures:

- Disclose the existence and nature of the conflict to client and seek direction on how to vote proxies.
- Abstain from voting, particularly if there are conflicting client interests; or
- Follow the recommendations of an independent proxy voting service.

Client maintains the exclusive responsibility for all legal proceedings or other types of events relating to the Assets in the Account, including but not limited to class action lawsuits.

Item 18: Financial Information

IWN does not require nor solicit prepayment of more than \$1,200 in fees per client, six months or more in advance and therefore does not need to include a balance sheet with this brochure.

Neither Independent Wealth Network, Inc. nor its management, have any financial conditions that are likely to reasonably impair our ability to meet contractual commitments to clients.