



## **LiveLife Capital Partners LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: March 19, 2024**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of LiveLife Capital Partners LLC (“LiveLife Capital” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (978) 315-0230 or at [info@livelifecapital.com](mailto:info@livelifecapital.com).

LiveLife Capital is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about LiveLife Capital to assist you in determining whether to retain the Advisor.

Additional information about LiveLife Capital and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 290008.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of LiveLife Capital. For convenience, the Advisor has combined these documents into a single disclosure document.

LiveLife Capital believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. LiveLife Capital encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor. And of course, we always welcome your feedback.

### Material Changes

Since the last annual amendment filing on March 29, 2023, this Disclosure Brochure has been revised. While not material, various updates have been provided at Items 4 and 8 to enhance disclosure regarding our advisory services. Item 10 has been revised to remove reference to LiveLife Capital Ventures.

### Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 290008. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (978) 315-0230.

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## Item 4 – Advisory Services

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### A. Firm Information

LiveLife Capital Partners LLC (“LiveLife Capital” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of the State of Delaware. LiveLife Capital was founded in August 2017, and is owned and operated by Shawn Mauro (Managing Partner) and Christopher Fisher (Managing Partner). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by LiveLife Capital.

### B. Advisory Services Offered

LiveLife Capital offers investment advisory services to individuals, high net worth individuals, trusts, estates and retirement plans (each referred to as a “Client”).

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

### Investment Management Services

The Advisor provides discretionary investment advisory services on a wrap or non-wrap fee basis. (See discussion below). If a client determines to engage the Advisor on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody). The services included in a wrap fee agreement will depend upon each client’s particular need. If the client determines to engage the Advisor on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, brokerage, custody).

Advisor’s annual investment advisory fee shall generally (exceptions can occur-**see below**) include investment advisory services, and, to the extent specifically requested by the client, financial planning and consulting services. In the event that the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of Advisor), Advisor may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the client.

**Limitations of Financial Planning and Non-Investment Consulting/Implementation Services.** As indicated above, to the extent requested by a client, Advisor may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Advisor will generally provide such consulting services inclusive of its advisory fee set forth at Item 5 below (exceptions could occur based upon assets under management, special projects, stand-alone planning engagements, etc. for which Firm may charge a separate or additional fee). Please Note: Advisor believes that it is important for the client to address financial planning issues on an ongoing basis. Advisor’s advisory fee, as set forth at Item 5 below, will remain the same regardless of whether or not the client determines to address financial planning issues with Advisor. Advisor does not serve as an attorney or accountant, and no portion of its services should be construed as legal or accounting services. Neither the Advisor nor its investment advisor representatives assist clients with the implementation of any financial plan, unless they have agreed to do so in writing. Accordingly, Advisor does not prepare estate planning documents or tax returns. In addition, the Advisor does not monitor a client’s financial plan, and it is the client’s responsibility to revisit the financial plan with the Advisor, if desired. To the extent requested by a client, Advisor may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance agents, etc.), including representatives of Advisor in their separate individual capacities as registered representatives of Purshe Kaplan Sterling Investments (“PKS”),

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an SEC registered and FINRA member broker-dealer, or as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Advisor and/or its representatives. Please Note: If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional(s) (i.e. attorney, accountant, insurance agent, etc.), and not Advisor, shall be responsible for the quality and competency of the services provided. Please Also Note-Conflict of Interest: The recommendation by Advisor that a client purchase a securities or insurance commission product through one of Advisor's representatives in their separate and individual capacity as a registered representative of PKS and/or as an insurance agent, presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment or insurance products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products through such a representative. Clients are reminded that they may purchase securities and insurance products recommended by Advisor through other non-affiliated broker-dealers and/or insurance agencies.

#### NON-WRAP FEE BASIS

The Advisor primarily provides discretionary and/or non-discretionary investment advisory services only on a wrap fee basis. Certain exceptions may exist in the case of self-directed retirement brokerage accounts, held-away retirement plan accounts, and health savings accounts.

#### LiveLife Capital WRAP PROGRAM

The Advisor sponsors the LiveLife Capital Wrap Program (the "Program") through which it offers discretionary or non-discretionary investment management services on a wrap fee basis. The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. Under the Program, the Advisor is able to offer participants discretionary or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, account maintenance, investment management fees, and in some instances, fees charged by independent managers and/or separately managed accounts. Clients continue to pay certain custodial and administrative fees. The current annual Program fee ranges from 0.25% to 1.50%, depending upon the complexity of the account, the amount of the client assets in the Program and the independent/separately managed accounts utilized by the client's investment portfolio. The terms and conditions for client participation in the Program are set forth in detail in the Wrap Fee Program Brochure, which is presented to all prospective Program participants in accordance with disclosure requirements. All prospective Program participants should read both the Brochure and the Wrap Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program. As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. When managing a client's account on a wrap fee basis, the Advisor shall receive as payment for its asset management services, the balance of the wrap fee after all other non-excluded costs (including account transaction fees) incorporated into the wrap fee have been deducted. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by the Advisor for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

#### Wrap Program-Conflict of Interest.

Under the Advisor's wrap program, the client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. When managing a client's account on a wrap fee basis, the Advisor shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

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Because wrap program transaction fees and/or commissions are being paid by the Advisor to the account custodian/broker-dealer, the Advisor has an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account.

LiveLife Capital provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. LiveLife Capital works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. LiveLife Capital will then construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds ("ETFs") to achieve the Client's investment goals. The Advisor may also utilize alternative investments, individual stocks, bonds or options contracts to meet the needs of its Clients. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

LiveLife Capital's investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. LiveLife Capital will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

LiveLife Capital evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. LiveLife Capital may recommend, on occasion, redistributing investment allocations to diversify the portfolio. LiveLife Capital may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. LiveLife Capital may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

At no time will LiveLife Capital accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s], pursuant to the advisory agreement. Please see Item 12 – Brokerage Practices.

Use of Independent Managers – LiveLife Capital may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio, or allocate a portion of the client's assets to independent managers. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV 2A (or a brochure that makes the appropriate disclosures). Factors that the Advisor shall consider in recommending Independent Manager(s) include the client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research. Please Note: The investment management fee charged by the Independent Manager(s) is separate from, and in addition to, the Advisor's investment advisory fee disclosed at Item 5 below.

#### Family Office Advisory Services

For certain Clients, the Advisor offers an expanded service suite of family office-style advisory services. Generally, these services are available to individuals, families, trusts, closely held corporations and other businesses. These services may include the discretionary management of investment portfolios and all financial planning services as well as advice on intergenerational wealth transfer strategies, family meeting facilitation and education,

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philanthropic planning, review of private investment opportunities and detailed cash flow planning and management. Additionally, LiveLife Capital may coordinate with various experts such as an accountant, attorney or other specialists to advise Clients on their financial situation, including tax, retirement and estate planning goals. All decisions to work with other professionals are made at the sole discretion of the Client. Upon request, LiveLife Capital may suggest the Client talk with other professionals, but the Client is under no obligation to do so, or act upon any suggestion.

#### Retirement Plan Advisory Services

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

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Oversight Services (ERISA 3(21))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance

These services are provided by LiveLife Capital serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of LiveLife Capital's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement. Advisor may also provide separate investment management services to a participant in their self-directed brokerage account.

Cash Positions. Advisor continues to treat cash as an asset class. As such, unless determined to the contrary by Advisor, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Advisor's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Advisor may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Advisor's advisory fee could exceed the interest paid by the client's money market fund.

Portfolio Activity. Advisor has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Advisor will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, market conditions, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Advisor determines that changes to a client's portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity. Of course, as indicated below, there can be no assurance that investment decisions made by the Advisor will be profitable or equal any specific performance level(s).

Cash Sweep Accounts. Account custodians generally require that cash proceeds from account transactions or cash deposits be swept into and/or initially maintained in the custodian's sweep account. The yield on the sweep account is generally lower than those available in money market accounts. To help mitigate this issue, Advisor shall generally purchase a higher yielding money market fund and/or liquid short-term treasury ETFs available on the custodian's platform with cash proceeds or deposits, unless Advisor reasonably anticipates that it will utilize the cash proceeds during the subsequent period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to, the amount of dispersion between the sweep account and a money market

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fund, the size of the cash balance, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account.

Please Note: The above does not apply to the cash component maintained within the Advisor's actively managed investment strategy (the cash balances for which shall generally remain in the custodian designated cash sweep account), an indication from the client of a need for access to such cash, assets allocated to an unaffiliated investment manager, and cash balances maintained for fee billing purposes. Please Also Note: The client shall remain exclusively responsible for yield dispersion/cash balance decisions and corresponding transactions for cash balances maintained in any of the Advisor's unmanaged accounts.

Bitcoin, Cryptocurrency, and Digital Assets: For clients who want exposure to cryptocurrencies and digital assets, including Bitcoin, the Advisor, will advise the client to consider a potential investment in corresponding exchange traded securities, or an allocation to separate account managers and/or private funds that provide cryptocurrency exposure. Cryptocurrencies are digital assets that can be used to buy goods and services and use an online ledger with strong cryptography (i.e., a method of protecting information and communications through the use of codes) to secure online transactions. Unlike conventional currencies issued by a monetary authority, cryptocurrencies are generally not controlled or regulated, and their price is determined by the supply and demand of their market. Because cryptocurrency is currently considered to be a speculative investment, the Advisor will not exercise discretionary authority to purchase a cryptocurrency investment for client accounts. Rather, a client must expressly authorize the purchase of the cryptocurrency investment. Please Note: The Advisor does not recommend or advocate the purchase of, or investment in, cryptocurrencies. The Advisor considers such an investment to be speculative. Please Also Note: Clients who authorize the purchase of a cryptocurrency investment must be prepared for the potential for liquidity constraints, extreme price volatility and complete loss of principal.

Cybersecurity Risk. The information technology systems and networks that Advisor and its third-party service providers use to provide services to Advisor's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Advisor's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Advisor 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 Advisor has established its processes to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that Advisor 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.

Pontera. Advisor uses Pontera, a third party platform to facilitate the management of held away assets such as defined contribution plan participant accounts, with discretion. Those clients who choose to engage Advisor to service their held away accounts will be provided a link to connect their outside accounts to the platform. Once the client's account(s) is connected to the platform, Advisor will review the client's current account allocations. Advisor will rebalance the connected outside accounts consistent with the client's investment goals and risk tolerance. Client account(s) will be reviewed at least quarterly. To facilitate use of the Pontera platform, the client securely logs into the Pontera site and entitles Advisor to manage the assets. Pontera charges Advisor 25 bps for each managed account. Clients do not pay any additional fee to Pontera or to Advisor in connection with platform participation. Advisor is not affiliated with the Pontera platform in any way and receives no compensation from them for using their platform.

Black Diamond. The Advisor may provide its clients with access to an online platform hosted by Black Diamond ("Black Diamond"). The Black Diamond platform allows a client to view their complete asset allocation, including those assets that Advisor does not manage provided through tools such as ByAllAccounts (the "Excluded Assets"). Advisor does not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, Advisor shall not be responsible for the investment performance of the Excluded Assets. Rather,

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the client and/or their advisor(s) that maintain management authority for the Excluded Assets, and not Advisor, shall be exclusively responsible for such investment performance. The client may choose to engage Advisor to manage some or all of the Excluded Assets pursuant to the terms and conditions of an Investment Advisory Agreement between Advisor and the client. The Black Diamond platform also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice, or recommendations provided by Advisor. Finally, Advisor shall 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 Black Diamond platform without Advisor's assistance or oversight.

Borrowing Against Assets/Risks. A client who has a need to borrow money could determine to do so by using:

- **Margin-** The account custodian or broker-dealer lends money to the client. The custodian charges the client interest for the right to borrow money, and uses the assets in the client's brokerage account as collateral; and,
- **Pledged Assets Loan-** In consideration for a lender (i.e., a bank, etc.) to make a loan to the client, the client pledges its investment assets held at the account custodian as collateral;

These above-described collateralized loans are generally utilized because they typically provide more favorable interest rates than standard commercial loans. These types of collateralized loans can assist with a pending home purchase, permit the retirement of more expensive debt, or enable borrowing in lieu of liquidating existing account positions and incurring capital gains taxes. However, such loans are not without potential material risk to the client's investment assets. The lender (i.e. custodian, bank, etc.) will have recourse against the client's investment assets in the event of loan default or if the assets fall below a certain level. For this reason, Advisor does not recommend such borrowing unless it is for specific short-term purposes (i.e. a bridge loan to purchase a new residence). Advisor does not recommend such borrowing for investment purposes (i.e. to invest borrowed funds in the market). Regardless, if the client were to determine to utilize margin or a pledged assets loan, the following economic benefits would inure to Advisor:

- by taking the loan rather than liquidating assets in the client's account, Advisor continues to earn a fee on such Account assets; and,
- if the client invests any portion of the loan proceeds in an account to be managed by Advisor, Advisor will receive an advisory fee on the invested amount.

Please Note: The Client must accept the above risks and potential corresponding consequences associated with the use of margin or a pledged assets loans.

Structured Notes. Advisor may purchase Structured Notes for client accounts. A Structured Note is a financial instrument that combines two elements, a debt security and exposure to an underlying asset or assets. It is essentially a note, carrying counter party risk of the issuer. However, the return on the note is linked to the return of an underlying asset or assets. It is this latter feature that makes structured products unique, as the payout can be used to provide some degree of principal protection, leveraged returns (but usually with some cap on the maximum return), and be tailored to a specific market or economic view. Structured Notes will generally be subject to liquidity constraints, such that the sale thereof before maturity may be limited. See additional disclosure at Item 8 below. **In the event that the client seeks to prohibit or limit the purchase of Structured Notes for the client's account, the client can do so, in writing, addressed to Advisor's Chief Compliance Officer.**

Custodian Charges-Additional Fees. As discussed below at Items 5 and 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Advisor generally recommends that Charles Schwab and Co., Inc. ("Schwab") or Pershing, LLC ("Pershing") serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab and Pershing charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending

upon the broker-dealer/custodian (while certain custodians do not currently charge fees on individual equity transactions [including ETFs], others do). Currently, Pershing and Schwab do not charge fees on equity or ETF transactions. Nonetheless, clients may pay transaction fees for certain mutual fund or fixed income transactions. Please Note: there can be no assurance that either Pershing or Schwab will not change their transaction fee pricing in the future. These fees/charges are in addition to Advisor's investment advisory fee at Item 5 below. Advisor does not receive any portion of these fees/charges.

Exception: If Advisor executes transactions in conjunction with a wrap program, transaction fees shall generally be included in the wrap advisory fee paid to the wrap program sponsor.

Retirement Rollovers-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 Advisor provides a recommendation as to whether a client should engage in a rollover or not, Advisor is acting as an ERISA fiduciary by making such recommendation. Furthermore, if Advisor recommends that a client roll over their retirement plan assets into an account to be managed by Advisor, such a recommendation creates a conflict of interest if Advisor will earn new (or increase its current) compensation as a result of the rollover.

Unaffiliated Private Investment Funds. Advisor also provides investment advice regarding private investment funds. Advisor, on a non-discretionary basis, may recommend that certain qualified clients consider an investment in private investment funds, the description of which (the terms, conditions, risks, conflicts and fees, including incentive compensation) is set forth in the fund's offering documents. Advisor's role relative to unaffiliated private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become an unaffiliated private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of Advisor calculating its investment advisory fee. Advisor's fee shall be in addition to the fund's fees. Advisor's clients are under absolutely no obligation to consider or make an investment in any private investment fund(s).

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may own, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Valuation. In the event that Advisor references private investment funds owned by the client on any supplemental account reports prepared by Advisor, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the fund sponsor. However, if subsequent to purchase, the fund has not provided an updated valuation, the valuation shall reflect the initial purchase price. If subsequent to purchase, the fund provides an updated valuation, then the statement will reflect that updated value. The updated value will continue to be reflected on the report until the fund provides a further updated value. Please Also Note: As result of the valuation process, if the valuation reflects initial purchase price or an updated value subsequent to purchase price, the current value(s) of an investor's fund holding(s) could be significantly more or less than the value reflected on the report. Unless otherwise indicated, Advisor shall calculate its fee based upon the latest value provided by the fund sponsor. Please Note: Advisor's wrap advisory fee does not cover transaction fees charged in association with Alternative investment purchases.

Use of Mutual Funds and Exchange Traded Funds: While the Advisor may recommend allocating investment assets to mutual funds or exchange traded funds ("ETFs") that are not available directly to the public, the Advisor may also recommend that clients allocate investment assets to publicly available mutual funds and ETFs that the

client could obtain without engaging Advisor as an investment advisor. However, if a client or prospective client determines to allocate investment assets to publicly available mutual funds or ETFs without engaging Advisor as an investment advisor, the client or prospective client would not receive the benefit of Advisor's initial and ongoing investment advisory services. In addition to Advisor's investment advisory fee described below, and transaction and/or custodial fees discussed above, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

**Client Obligations.** In performing its services, Advisor shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify the Advisor if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Advisor's previous recommendations and/or services.

**Disclosure Statement.** A copy of the Advisor's written Brochure as set forth on Part 2 of Form ADV and Client Relationship Summary as set forth in Form CRS shall be provided to each client prior to, or contemporaneously with, the execution of the Investment Advisory Agreement or Financial Planning and Consulting Agreement.

### **C. Client Account Management**

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

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

### **D. Wrap Fee Programs**

LiveLife Capital combines securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a "Wrap Fee Program". When managing a client's account on a wrap fee basis, the Advisor shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted. The Advisor customizes its investment management services for its Clients. The Advisor sponsors the LiveLife Capital Wrap Fee Program Brochure solely as a supplemental disclosure regarding the combination of fees. The Advisor also serves as the Sponsor in conjunction with Independent Managers for the Wrap Fee Program, placed under the platform. Depending on the level of trading required for the Client's account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

### **E. Assets Under Management**

As of December 31, 2023, the Advisor manages approximately \$283,139,611 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

## **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

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## **A. Fees for Advisory Services**

### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the Investment Advisory Agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior quarter. Investment advisory fees range from 0.25% to 1.50% annually. However, fees shall vary depending upon various objective and subjective factors, including but not limited to: the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs, related accounts, future earning capacity, anticipated future additional assets, and negotiations with the client. As a result, similar clients could pay different fees, which will correspondingly impact a client's net account performance. Moreover, the services to be provided by the Advisor to any particular client could be available from other advisors at lower fees. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

Before engaging Advisor to provide investment advisory services, clients are required to enter into a discretionary Investment Advisory Agreement, setting forth the terms and conditions of the engagement (including termination), which describes the fees and services to be provided.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by LiveLife Capital will be independently valued by the Custodian. LiveLife Capital will not have the authority or responsibility to value portfolio securities.

Clients may be responsible for, but not limited to, fees for trades executed away from the account's custodian, trustee fees, mutual fund internal expenses, ETF internal expenses, mark-ups, mark-downs, transfer taxes, fees charged by independent managers and/or separately managed accounts (when such managers require the client to enter into a dual contract relationship), odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts (such fees are in addition to any fees paid by the client to the Advisor and are between the client and the account custodian). Furthermore, clients who maintain a retirement account with their custodian are generally charged an annual maintenance fee. These fees are in addition to the Advisor's Program fee.

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to LiveLife Capital, subject to the usual and customary securities settlement procedures. However, the Advisor typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. If assets in excess of \$25,000 are deposited into or withdrawn from the Client's account[s], the Advisor's fee will be adjusted during the next billing period to reflect the fee difference.

### Use of Independent Managers

LiveLife Capital will recommend that Clients utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portion of a Client's investment portfolio, based on the Client's needs and objectives. In such instances, the Client will be required to authorize and enter into an investment management agreement with an Independent Manager that defines the terms in which the Independent Manager will provide its services. The Advisor will perform initial and ongoing oversight and due diligence over each Independent Manager to ensure the strategy remains aligned with Clients investment objectives and overall best interests. The Advisor will also assist the Client in the development of the initial policy recommendations and managing the ongoing Client relationship. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Independent Manager's Form ADV Part 2A - Disclosure Brochure (or a brochure that makes the appropriate disclosures).

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#### Family Office Advisory Services

The Advisor offers family office advisory services for a fixed annual fee ranging up to \$100,000, billed quarterly in advance. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total costs will be determined prior to establishing the advisory relationship.

#### Retirement Plan Advisory Services

Retirement plan advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the retirement plan advisory agreement. Retirement plan advisory fees range from 0.25% to 1.50% of Plan assets or based on a fixed negotiated fee. Fees are based on the market value of assets in the Plan on the last day of the quarter. Fees are negotiable based on the size and complexity of the services provided to the Plan.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by the number of days in the year, multiplied by the number of days in the quarter) to the total assets under management with LiveLife Capital at the end of the prior quarter. As noted above in Item 4, certain private funds may provide updated pricing at different times (other than quarter end). The Advisor bases its fee on the most current valuation provided by the respective private fund sponsor. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by LiveLife Capital directly from their account[s] held by the Custodian as part of the Investment Advisory Agreement and separate account forms provided by the Custodian.

#### Use of Independent Managers

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

#### Family Office Advisory Services

Fees for family office advisory services are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by dividing the annual fixed engagement fee by 4. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by LiveLife Capital to be paid directly from their account[s] held by the Custodian as part of the advisory agreement and separate account forms provided by the Custodian.

#### Retirement Plan Advisory Services

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. LiveLife Capital includes securities transactions costs as part of its overall investment advisory fee through the LiveLife Capital Wrap Fee Program. The Advisor's recommended Custodians do not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets

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the terms and conditions of the Custodian's brokerage requirements. However, the Custodians typically charge for mutual funds and other types of investments. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to LiveLife Capital for investment advisory services or part of the LiveLife Capital Wrap Fee Program are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. For a complete discussion of expenses related to each mutual fund, please read a copy of the prospectus issued by that particular fund. A Client may be able to invest in these products directly, without the services of LiveLife Capital, but would not receive the services provided by LiveLife Capital which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by LiveLife Capital to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

#### **D. Advance Payment of Fees and Termination**

##### Investment Management Services

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

##### Use of Independent Managers

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

##### Family Office Advisory Services

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

##### Retirement Plan Advisory Services

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

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## **E. Compensation for Sales of Securities**

LiveLife Capital does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

Certain Advisory Persons are also registered representatives of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member of FINRA, SIPC. In one's separate capacity as a registered representative of PKS, the Advisory Person will implement securities transactions under PKS and not through LiveLife Capital. In such instances, the Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by the Advisory Person in one's capacity as a registered representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest because the Advisory Person who is a registered representative has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor nor Advisory Persons. Neither the Advisor nor Advisory Persons will earn ongoing investment advisory fees in connection with any products or services implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

The Advisor does not receive more than 50% of its revenue from advisory clients as a result of commissions or other compensation for the sale of investment products the Advisor recommends to its clients.

Certain Advisory Persons are also licensed as independent insurance professionals. As an independent insurance professional, Advisory Persons may earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Advisory Persons are separate and in addition to advisory fees. This practice presents a conflict of interest because the person providing investment advice on behalf of the Advisor who is also an insurance agent has an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through Advisory Persons. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

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

## **Item 7 – Types of Clients**

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LiveLife Capital offers investment advisory services to individuals, high net worth individuals, trusts, estates and retirement plans. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. LiveLife Capital generally does not impose a minimum account size for establishing a relationship. However, certain independent managers may impose a minimum fee.

The Advisor, in its sole discretion, may waive its account minimum and/or charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, householdings of related accounts, account composition, negotiations with client, etc.).

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

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### A. Methods of Analysis

LiveLife Capital employs fundamental, technical, cyclical and charting analysis in developing investment strategies for its Clients. Research and analysis from LiveLife Capital is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

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

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that LiveLife Capital will be able to accurately predict such a reoccurrence.

*Cyclical analysis* is similar to technical analysis in that it involves the analysis of market conditions at a macro (entire market/economy) or micro (company specific) level, rather than the overall fundamental analysis of the health of the particular company that LiveLife Capital is recommending. The risks with cyclical analysis are similar to those of technical analysis.

*Charting analysis* utilizes various market indicators as investment selection criteria. These criteria are generally pricing trends that may indicate movement in the markets. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the technical and charting analysis may lose value and may have negative investment performance. The Advisor monitors these market indicators to determine if adjustments to strategic allocations are appropriate.

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

### B. Risk of Loss

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

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to

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determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

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

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

### **Risks Associated with Structured Notes**

A Structured Note is a financial instrument that combines two elements, a debt security and exposure to an underlying asset or assets. It is essentially a note, carrying counter party risk of the issuer. However, the return on the note is linked to the return of an underlying asset or assets (such as the S&P 500 Index or commodities).

Structured Notes do not pay interest, dividend payments nor provide voting rights or guarantee any return of principal at maturity unless specifically provided through products that are designed with this purpose in mind. Most Structured Note payments are based on the performance of an underlying index and if the underlying index were to decline 100% then the payment may result in a loss of a portion or all of a client's principal. Notes are not insured through any governmental agency or program and the return of principal and fulfillment of the terms negotiated by Advisor on behalf of clients is dependent on the financial condition of the third issuing the note and the issuer's ability to pay its obligations as they become due.

Structured Notes will generally be subject to liquidity constraints, such that the sale thereof before maturity can be limited. Structured Notes will not be listed on any securities exchange. There may be no secondary market for such Structured Notes, and neither the issuer nor the agent will be required to purchase notes in the secondary market. Some of these structured financial products are callable by the issuer only, therefore the issuer (not the investor) can choose to call in the Structured Notes and redeem them before maturity. In addition, the maximum potential payment on Structured Notes will typically be limited to the redemption amount applicable for a payment date, regardless of the appreciation in the underlying index associated with the note. Since the level of the underlying index at various times during the term of the Structured Notes held by clients could be higher than on the valuation dates and at maturity, clients may receive a lower payment if redeemed early or at maturity than if a client would have invested directly in the underlying index.

While the payment at maturity of any Structured Notes would be based on the full principal amount of any note sold by the issuer, the original issue price of any Structured Note purchased for clients includes an agent's commission and the cost of hedging the issuer's obligations under the note. The price, if any, at which an issuer will be willing to purchase Structured Notes from clients in a secondary market transaction, if at all, will likely be lower than the original issue price and any sale before the maturity date could result in a substantial loss. Structured Notes are not designed to be short-term trading instruments so clients should be willing to hold any notes to maturity.

The issuer can generally choose to redeem Structured Notes before maturity. In addition, the maximum potential payment on Structured Notes will typically be limited to the redemption amount applicable for a payment date, regardless of the appreciation in the underlying index associated with the note. Since the level of the underlying index at various times during the term of the Structured Notes held by clients could be higher than on the valuation dates and at maturity, clients may receive a lower payment if redeemed early or at maturity than if a client would have invested directly in the underlying index.

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Structured Notes are not insured through any governmental agency or program and the return of principal and fulfillment of the terms negotiated by the Advisor on behalf of clients is dependent on the financial condition of the third party issuing the note and the issuer's ability to pay its obligations as they become due.

#### Market Risks

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

#### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

#### Bond Risks

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond, (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) liquidity risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

#### Mutual Fund Risks

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

#### Alternative Investments (Private non-traded securities, limited partnerships) Risks

Alternative Investments are normally an investment with companies or sectors that are not publicly traded. These investments are normally very illiquid and can be volatile; therefore, they are not ideal for Clients with frequent or unknown cash needs. There is normally no public market for alternative investments, if investors need to sell their shares they will do so most likely at a substantial discount. Further, depending on the terms of the investment, the investor may not be able to transfer or sell his/her shares. The risk of investing in alternative investments is the majority or complete loss of invested funds depending on the underlying companies. In addition, investors may not see any return on investment for some time depending on the type of investment; these investments should be seen as a long-term investments subject to a high risk of loss.

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

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## **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving LiveLife Capital or its owners.** LiveLife Capital values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 290008.

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

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Neither the Advisor, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.

### Broker-Dealer Affiliation

As noted in Item 5.E., certain Advisory Persons are also registered representatives of PKS. In one's separate capacity as a registered representative of PKS, an Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by the Advisory Person. Neither the Advisor nor Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative.

### Insurance Agency Affiliations

As noted in Item 5.E., certain Advisory Persons are also licensed as insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with LiveLife Capital. As an insurance professional, Advisory Persons will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisory or its Advisory Persons.

The Advisor does not recommend or select other investment advisors for its clients for which it receives a fee.

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

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### **A. Code of Ethics**

LiveLife Capital has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with LiveLife Capital ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. LiveLife Capital and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of LiveLife Capital's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (978) 315-0230.

### **B. Personal Trading with Material Interest**

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

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### C. Personal Trading in Same Securities as Clients

LiveLife Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by LiveLife Capital requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

### D. Personal Trading at Same Time as Client

While LiveLife Capital allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will LiveLife Capital, or any Supervised Person of LiveLife Capital, transact in any security to the detriment of any Client.**

## Item 12 – Brokerage Practices

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### A. Recommendation of Custodian[s]

In the event that the client requests that the Advisor recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those clients that may direct the Advisor to use a specific broker-dealer/custodian), Advisor generally recommends that investment management accounts be maintained at Pershing or Schwab. Prior to engaging Advisor to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with Advisor setting forth the terms and conditions under which Advisor shall manage the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that the Advisor considers in recommending Schwab or Pershing (or any other broker-dealer/custodian to clients) include historical relationship with the Advisor, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Advisor's clients shall comply with the Advisor's duty to seek best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where the Advisor 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 broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Advisor 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, Advisor's investment management fee. The Advisor's best execution responsibility is qualified if securities that it purchases for client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. Research and Additional Benefits: Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, Advisor receives from Pershing or Schwab (or another broker-dealer/custodian, investment platform, unaffiliated investment manager, vendor, unaffiliated product/fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist the Advisor to better monitor and service client accounts maintained at such institutions. Included within the support services that may be obtained by the Advisor 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 and/or gratis

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attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Advisor in furtherance of its investment advisory business operations. As indicated above, certain of the support services and/or products that may be received may assist the Advisor in managing and administering client accounts. Others do not directly provide such assistance, but rather assist the Advisor to manage and further develop its business enterprise. There is no corresponding commitment made by the Advisor to Schwab, Pershing, 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 arrangement.

2. The Advisor does not receive referrals from broker-dealers.
3. The Advisor does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected 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 Advisor 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 Advisor. As a result, client 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. In the event that the client directs Advisor to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Advisor. Higher transaction costs adversely impact account performance. Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **LiveLife Capital does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

**2. Brokerage Referrals** - LiveLife Capital does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where LiveLife Capital will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). LiveLife Capital will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

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

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other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts. If the Client chooses a Custodian that LiveLife Capital does not have an institutional relationship with, then LiveLife Capital will not be able to block trades for that Client's account.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Shawn Mauro, Chief Compliance Officer of LiveLife Capital. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

### **B. Causes for Reviews**

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

### **C. Review Reports**

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

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

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### **A. Compensation Received by LiveLife Capital**

#### Participation in Institutional Advisor Platform (Schwab)

LiveLife Capital has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like LiveLife Capital. As a registered investment advisor participating on the Schwab Advisor Services platform, LiveLife Capital receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all, services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back-office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

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*Services that May Only Benefit the Advisor* – Schwab also offers other services to LiveLife Capital that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. LiveLife Capital believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### Participation on the Pershing Platform (Pershing)

LiveLife Capital has established an institutional relationship with Pershing to assist the Advisor in providing brokerage and custodial services to Client account[s]. Access to the Pershing platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Pershing. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Pershing: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

#### **B. Client Referrals from Solicitors**

LiveLife Capital engages promoters to introduce new prospective clients to the firm consistent with the Investment Advisers Act of 1940 and its corresponding rules and applicable state regulatory requirements. If the prospect subsequently engages LiveLife Capital, the promoter shall generally be compensated by LiveLife Capital for the introduction. Because the promoter has an economic incentive to introduce the prospect to LiveLife Capital, a conflict of interest is presented. The promoter's introduction shall not result in the prospect's payment of a higher investment advisory fee to LiveLife Capital (i.e., if the prospect was to engage LiveLife Capital independent of the promoter's introduction).

#### **Item 15 – Custody**

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LiveLife Capital does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian." Clients are required to engage the Custodian to retain their funds and securities and direct LiveLife Capital to utilize a Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by LiveLife Capital to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

The account custodian does not verify the accuracy of the Advisor's advisory fee calculation.

**Custody Situations:** The Advisor engages in other practices and/or services on behalf of its clients that require disclosure at ADV Part 1, Item 9, but which practices and/or services are not subject to an annual surprise CPA examination in accordance with the guidance provided in the SEC's February 21, 2017 Investment Adviser Association No-Action Letter.

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## **Item 16 – Investment Discretion**

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LiveLife Capital generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by LiveLife Capital. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an Investment Advisory Agreement containing all applicable limitations to such authority. All discretionary trades made by LiveLife Capital will be in accordance with each Client's investment objectives and goals.

## **Item 17 – Voting Client Securities**

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

## **Item 18 – Financial Information**

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Neither LiveLife Capital, nor its management, have any adverse financial situations that would reasonably impair the ability of LiveLife Capital to meet all obligations to its Clients. Neither LiveLife Capital, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. LiveLife Capital is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

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## **LiveLife Capital Partners LLC**

### **Form ADV Part 2A – Appendix 1 ("Wrap Fee Program Brochure")**

**Effective: March 19, 2024**

This Form ADV2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices for LiveLife Capital Partners LLC ("LiveLife Capital" or the "Advisor") services when offering services pursuant to a wrap program. This Wrap Fee Program Brochure shall always be accompanied by the LiveLife Capital Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete LiveLife Capital Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the LiveLife Capital Disclosure Brochure, please contact us at (978) 315-0230 or at [info@livelifecapital.com](mailto:info@livelifecapital.com).

LiveLife Capital is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Wrap Fee Program Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Wrap Fee Program Brochure provides information about LiveLife Capital to assist you in determining whether to retain the Advisor.

Additional information about LiveLife Capital and its Advisory Persons is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 290008.

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## Item 2 – Material Changes

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Form ADV 2 - Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses wrap fee programs offered by the Advisor.

### Material Changes

There have been no material changes made to this Wrap Fee Program Brochure since the last Annual Amendment filing and distribution to Clients. While not material, Item 9 has been revised to remove the reference to LiveLife Capital Ventures.

### Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure (along with the complete LiveLife Capital Disclosure Brochure) or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of LiveLife Capital.

At any time, you may view this Wrap Fee Program Brochure and the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 290008. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (978) 315-0230.

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Item 3 – Table of Contents

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## Item 4 – Services Fees and Compensation

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### A. Services

LiveLife Capital Partners LLC (“LiveLife Capital” or the “Advisor”) provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the LiveLife Capital Form ADV 2A (“Disclosure Brochure”). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting LiveLife Capital as your investment advisor.

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

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

The Advisor sponsors the LiveLife Capital Wrap Program (the “Program”) through which it offers discretionary or non-discretionary investment management services on a wrap fee basis. Under the Program, the Advisor is able to offer participants discretionary or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, account maintenance, investment management fees, and in some instances, fees charged by independent managers and/or separately managed accounts.

However, clients may be responsible for, but not limited to, fees for trades executed away from the account’s custodian, trustee fees, mutual fund internal expenses, ETF internal expenses, mark-ups, mark-downs, transfer taxes, fees charged by independent managers and/or separately managed accounts (when such managers require the client to enter into a dual contract relationship) odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts (such fees are in addition to any fees paid by the client to the Advisor and are between the client and the account custodian). Furthermore, clients who maintain a retirement account with their custodian are generally charged an annual maintenance fee. These fees are in addition to the Advisor’s Program fee.

The current annual Program fee ranges from 0.25% to 1.50%, based upon various objective and subjective factors, including but not limited to: the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs, related accounts, future earning capacity, anticipated future additional assets, householding of accounts at the Advisor’s discretion and negotiations with the client. As a result, Advisor’s clients could pay diverse fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall investment advisory services to be rendered. As a result of these factors, the services to be provided by the Advisor to any particular client could be available from other advisors at lower fees. All clients and prospective clients should be guided accordingly.

Participation in the Program may cost more or less than purchasing such services separately. When managing a client’s account on a wrap fee basis, the Advisor shall receive as payment for its asset management services, the balance of the wrap fee after all other non-excluded costs (including account transaction fees) incorporated into the wrap fee have been deducted. The Program fee charged by the Advisor for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

Wrap Program-Conflict of Interest. Under the Advisor’s wrap program, the client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single

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specified fee. When managing a client's account on a wrap fee basis, the Advisor shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

Because wrap program transaction fees and/or commissions are being paid by the Advisor to the account custodian/broker-dealer, the Advisor has an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account. Under the Program, the Advisor shall be provided with written authority to determine which securities and the amounts of securities that are bought or sold. Any limitations on this authority shall be included in the written agreement between each client and the Advisor. Clients may change/amend these limitations, in writing, at any time. The client shall have reasonable access to one of the Advisor's investment professionals to discuss their account.

Pershing, LLC and Schwab shall serve as the custodians for Program accounts.

**Fee Payment:** Clients will be charged in advance at the beginning of each calendar quarter based upon the value (market value or fair market value in the absence of market value, plus any credit balance or minus any debit balance) of the client's account, including accrued interest and dividends, at the end of the previous quarter.

Clients authorize the Advisor to directly debit its advisory fee by executing an Investment Management Agreement. The Advisor shall send to the client's Custodian written notice of the amount of the Advisor's advisory fee to be deducted, on a quarterly basis, from the client's account.

**Termination of Advisory Relationship:** A client agreement may be canceled at any time, by either party, for any reason upon receipt of prior written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.

**Investment Performance:** As a condition to participating in the Program, the participant must accept that past performance may not be indicative of future results, and understand that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies purchased and/or undertaken by the Advisor) may not: (1) achieve their intended objective; (2) be profitable; or, (3) equal historical performance level(s) or any other performance level(s).

**Client Responsibilities:** In performing any of its services, the Advisor shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Furthermore, unless the client indicates to the contrary, the Advisor shall assume that there are no restrictions on its services, other than to manage the account in accordance with the client's designated investment objective. Moreover, it remains each client's responsibility to promptly notify the Advisor if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising the Advisor's previous recommendations and/or services.

## **B. Program Costs**

Advisory services provided by LiveLife Capital are offered in a Wrap Fee Program structure whereby normal securities transaction costs are included in the overall investment advisory fee paid to LiveLife Capital. As the level of trading in a Client's account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client's account[s].

A Wrap Fee Program structure has a conflict of interest as the Advisor has an incentive to limit the number of trades placed in the Client's account[s] or to utilize mutual funds, ETFs and equities that have no transaction fee in order to lower overall costs to the Advisor. LiveLife Capital will seek to select the lowest cost share class available that is in the best interest of each Client and will ensure the selection aligns with the Client's financial objectives and state investment guidelines. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

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### **C. Fees**

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range from 0.25% to 1.50% annually based on several factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by LiveLife Capital will be independently valued by the Custodian. LiveLife Capital will not have the authority or responsibility to value portfolio securities.

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to LiveLife Capital, subject to the usual and customary securities settlement procedures. However, the Advisor typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. If assets in excess of \$25,000 are deposited into or withdrawn from the Client's account[s], the Advisor's fee will be adjusted during the next billing period to reflect the fee difference.

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s] which are not included as part of the Wrap Fee Program. All fees paid to LiveLife Capital for investment advisory services or part of the Wrap Fee Program Brochure are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. Additionally, account activity fees, such as electronic funds and wire transfers fees, certificate delivery fees, markups and markdowns, bid-ask spreads, selling concessions, and other miscellaneous fees and expenses as outlined in the account opening paperwork executed with the Custodian, are generally charged to the Client. Finally, Securities transaction fees for Client-directed trades may be charged back to the Client.

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

### **D. Compensation**

LiveLife Capital is the sponsor and portfolio manager of this Wrap Fee Program Brochure. LiveLife Capital receives investment advisory fees paid by Clients for participating in the Wrap Fee Program Brochure and pays the Custodian for the costs associated with the normal trading activity in the Client's account[s].

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### **Item 5 – Account Requirements and Types of Clients**

LiveLife Capital offers investment advisory services to individuals, high net worth individuals, trusts, estates and retirement plans. LiveLife Capital generally does not impose a minimum account size for establishing a relationship. Please see Item 7 – Types of Clients of the Disclosure Brochure for additional information.

The Advisor, in its sole discretion, may waive its account minimum and/or charge a lesser investment management fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client, etc.).

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## Item 6 – Portfolio Manager Selection and Evaluation

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### **Portfolio Manager Selection**

LiveLife Capital serves as sponsor and as portfolio manager for the services under this Wrap Fee Program Brochure. LiveLife Capital also serves as the sponsor in conjunction with Independent Managers for the Wrap Fee Program.

LiveLife Capital may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Managers to ensure the Independent Managers’ strategies and target allocations remain aligned with its clients’ investment objectives and overall best interests.

### **Related Persons**

LiveLife Capital personnel serve as portfolio managers for this Wrap Fee Program Brochure. LiveLife Capital does not serve as a portfolio manager for any third-party wrap fee programs.

### **Performance-Based Fees**

LiveLife Capital does not charge performance-based fees.

### **Supervised Persons**

LiveLife Capital Advisory Persons serve as portfolio managers for certain accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4 – Advisory Services of the Disclosure Brochure.

### **Methods of Analysis**

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

### **Risk of Loss**

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

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

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

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## Other Services

**Limitations of Financial Planning and Non-Investment Consulting/Implementation Services.** As indicated above, to the extent requested by a client, Advisor may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Advisor will generally provide such consulting services inclusive of its advisory fee (exceptions could occur based upon assets under management, special projects, stand-alone planning engagements, etc. for which Firm may charge a separate or additional fee). **Please Note:** Advisor believes that it is important for the client to address financial planning issues on an ongoing basis. Advisor's advisory fee will remain the same regardless of whether or not the client determines to address financial planning issues with Advisor. Advisor does not serve as an attorney or accountant, and no portion of its services should be construed as legal or accounting services. Neither the Advisor nor its investment advisor representatives assist clients with the implementation of any financial plan, unless they have agreed to do so in writing. Accordingly, Advisor does not prepare estate planning documents or tax returns. In addition, the Advisor does not monitor a client's financial plan, and it is the client's responsibility to revisit the financial plan with the Advisor, if desired. To the extent requested by a client, Advisor may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance agents, etc.), including representatives of Advisor in their separate individual capacities as registered representatives of Purshe Kaplan Sterling Investments ("PKS"), an SEC registered and FINRA member broker-dealer, or as licensed insurance agents. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Advisor and/or its representatives. **Please Note:** If the client engages any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional(s) (i.e. attorney, accountant, insurance agent, etc.), and not Advisor, shall be responsible for the quality and competency of the services provided. **Please Also Note-Conflict of Interest:** The recommendation by Advisor that a client purchase a securities or insurance commission product through one of Advisor's representatives in their separate and individual capacity as a registered representative of PKS and/or as an insurance agent, presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment or insurance products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products through such a representative. Clients are reminded that they may purchase securities and insurance products recommended by Advisor through other, non-affiliated broker-dealers and/or insurance agencies.

**Cash Positions.** Advisor continues to treat cash as an asset class. As such, unless determined to the contrary by Advisor, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating Advisor's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), Advisor may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, Advisor's advisory fee could exceed the interest paid by the client's money market fund.

**Portfolio Activity.** Advisor has a fiduciary duty to provide services consistent with the client's best interest. As part of its investment advisory services, Advisor will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when Advisor determines that changes to a client's portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees during periods of account inactivity.

**Custodian Charges-Additional Fees.** When requested to recommend a broker-dealer/custodian for client accounts, Advisor generally recommends that *Schwab* or *Pershing* serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as *Schwab* and *Pershing* charge brokerage commissions, transaction, and/or other type fees for effecting certain types of securities transactions (i.e., including transaction fees for

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certain mutual funds, and mark-ups and mark-downs charged for fixed income transactions, etc.). The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian (while certain custodians do not currently charge fees on individual equity transactions [including ETFs], others do). Currently, *Pershing* and *Schwab* do not charge fees on equity or ETF transactions. Nonetheless, clients may pay transaction fees for certain mutual fund or fixed income transactions (Please Note: there can be no assurance that either *Pershing* or *Schwab* will not change their transaction fee pricing in the future). These fees/charges are in addition to Advisor's investment advisory fees. Advisor does not receive any portion of these fees/charges.

Retirement Rollovers-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 Advisor provides a recommendation as to whether a client should engage in a rollover or not, Advisor is acting as an ERISA fiduciary by making such recommendation. Furthermore, if Advisor recommends that a client roll over their retirement plan assets into an account to be managed by Advisor, such a recommendation creates a conflict of interest if Advisor will earn new (or increase its current) compensation as a result of the rollover.

Unaffiliated Private Investment Funds. Advisor also provides investment advice regarding private investment funds. Advisor, on a non-discretionary basis, may recommend that certain qualified clients consider an investment in private investment funds, the description of which (the terms, conditions, risks, conflicts and fees, including incentive compensation) is set forth in the fund's offering documents. Advisor's role relative to unaffiliated private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client determines to become an unaffiliated private fund investor, the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of Advisor calculating its investment advisory fee. Advisor's fee shall be in addition to the fund's fees. Advisor's clients are under absolutely no obligation to consider or make an investment in any private investment fund(s).

Please Note: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may own, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Please Also Note: Valuation. In the event that Advisor references private investment funds owned by the client on any supplemental account reports prepared by Advisor, the value(s) for all private investment funds owned by the client shall reflect the most recent valuation provided by the fund sponsor. However, if subsequent to purchase, the fund has not provided an updated valuation, the valuation shall reflect the initial purchase price. If subsequent to purchase, the fund provides an updated valuation, then the statement will reflect that updated value. The updated value will continue to be reflected on the report until the fund provides a further updated value. Please Also Note: As result of the valuation process, if the valuation reflects initial purchase price or an updated value subsequent to purchase price, the current value(s) of an investor's fund holding(s) could be significantly more or less than the value reflected on the report. Unless otherwise indicated, Advisor shall calculate its fee based upon the latest value provided by the fund sponsor.

Use of Mutual Funds and Exchange Traded Funds. While the Advisor may recommend allocating investment assets to mutual funds or exchange traded funds ("ETFs") that are not available directly to the public, the Advisor may also recommend that clients allocate investment assets to publicly-available mutual funds and ETFs that the client could obtain without engaging Advisor as an investment advisor. However, if a client or prospective client determines to allocate investment assets to publicly-available mutual funds or ETFs without engaging Advisor as

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an investment advisor, the client or prospective client would not receive the benefit of Advisor's initial and ongoing investment advisory services. In addition to Advisor's investment advisory fee described below, and transaction and/or custodial fees discussed above, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

Cash Sweep Accounts. Account custodians generally require that cash proceeds from account transactions or cash deposits be swept into and/or initially maintained in the custodian's sweep account. The yield on the sweep account is generally lower than those available in high-yielding cash equivalents. To help mitigate this issue, Advisor shall generally purchase a higher yielding money market fund available on the custodian's platform with cash proceeds or deposits, unless Advisor reasonably anticipates that it will utilize the cash proceeds during the subsequent period to purchase additional investments for the client's account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to, the amount of dispersion between the sweep account and a money market fund, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account.

Cybersecurity Risk. The information technology systems and networks that Advisor and its third-party service providers use to provide services to Advisor's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Advisor's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Advisor 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 6 interruption to systems. Although Advisor has established its processes to reduce the risk of cybersecurity incidents, there is no guarantee that these efforts will always be successful, especially considering that Advisor 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.

Pontera. Advisor uses Pontera, a third party platform to facilitate the management of held away assets such as defined contribution plan participant accounts, with discretion. Those clients who choose to engage Advisor to service their held away accounts will be provided a link to connect their outside accounts to the platform. Once the client's account(s) is connected to the platform, Advisor will review the client's current account allocations. Advisor will rebalance the connected outside accounts consistent with the client's investment goals and risk tolerance. Client account(s) will be reviewed at least quarterly. To facilitate use of the Pontera platform, the client securely logs into the Pontera site and entitles Advisor to manage the assets. Pontera charges Advisor 25 bps for each managed account. Clients do not pay any additional fee to Pontera or to Advisor in connection with platform participation. Advisor is not affiliated with the Pontera platform in any way and receives no compensation from them for using their platform.

Borrowing Against Assets/Risks. A client who has a need to borrow money could determine to do so by using:

- Margin-The account custodian or broker-dealer lends money to the client. The custodian charges the client interest for the right to borrow money, and uses the assets in the client's brokerage account as collateral; and,
- Pledged Assets Loan- In consideration for a lender (i.e., a bank, etc.) to make a loan to the client, the client pledges its investment assets held at the account custodian as collateral;

These above-described collateralized loans are generally utilized because they typically provide more favorable interest rates than standard commercial loans. These types of collateralized loans can assist with a pending home purchase, permit the retirement of more expensive debt, or enable borrowing in lieu of liquidating existing account positions and incurring capital gains taxes. However, such loans are not without potential material risk to the client's investment assets. The lender (i.e. custodian, bank, etc.) will have recourse against the client's investment assets in the event of loan default or if the assets fall below a certain level. For this reason, Advisor does not recommend

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such borrowing unless it is for specific short-term purposes (i.e. a bridge loan to purchase a new residence). Advisor does not recommend such borrowing for investment purposes (i.e. to invest borrowed funds in the market). Regardless, if the client was to determine to utilize margin or a pledged assets loan, the following economic benefits would inure to Advisor:

- by taking the loan rather than liquidating assets in the client's account, Advisor continues to earn a fee on such Account assets; and,
- if the client invests any portion of the loan proceeds in an account to be managed by Advisor, Advisor will receive an advisory fee on the invested amount.

Please Note: The Client must accept the above risks and potential corresponding consequences associated with the use of margin or a pledged assets loans.

Structured Notes. Advisor may purchase Structured Notes for client accounts. A Structured Note is a financial instrument that combines two elements, a debt security and exposure to an underlying asset or assets. It is essentially a note, carrying counter party risk of the issuer. However, the return on the note is linked to the return of an underlying asset or assets. It is this latter feature that makes structured products unique, as the payout can be used to provide some degree of principal protection, leveraged returns (but usually with some cap on the maximum return), and be tailored to a specific market or economic view. In addition, investors may receive long-term capital gains tax treatment if certain underlying conditions are met and the note is held for more than one year. Finally, Structured Notes may also have liquidity constraints, such that the sale thereof before maturity may be limited. See additional disclosure at Item 8 below. In the event that the client seeks to prohibit or limit the purchase of Structured Notes for the client's account, the client can do so, in writing, addressed to Advisor's Chief Compliance Officer.

Client Obligations. In performing its services, Advisor shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains their responsibility to promptly notify the Advisor if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Advisor's previous recommendations and/or services.

Disclosure Statement. A copy of the Advisor's written Brochure as set forth on Part 2 of Form ADV and Client Relationship Summary as set forth in Form CRS shall be provided to each client prior to, or contemporaneously with, the execution of the Investment Advisory Agreement or Financial Planning and Consulting Agreement

The Advisor shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment advisor representative will discuss with each client their particular investment objective(s). The Advisor shall allocate each client's investment assets consistent with their designated investment objective(s). Clients may, at any time, impose restrictions, in writing, on the Advisor's services. There is no material difference between how the Advisor manages wrap fee accounts and non-wrap fee accounts. However, as stated above, if a client determines to engage the Advisor on a wrap fee basis the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, custody) (See Item 4.A). The services included in a wrap fee agreement will depend upon each client's particular need. If the client determines to engage the Advisor on a non-wrap fee basis the client will select individual services on an unbundled basis, paying for each service separately (i.e. investment advisory, brokerage, custody). When managing a client's account on a wrap fee basis, the Advisor shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted.

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

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## Item 7 – Client Information Provided to Portfolio Managers

Clients participating in the Wrap Fee Program generally grant LiveLife Capital the authority to discuss certain non-public information with the Independent Managers engaged to manage their accounts. Depending upon the specific arrangement, the Advisor is authorized to disclose various personal information including, without limitation: names, phone numbers, addresses, social security numbers, driver's license, tax identification numbers and account numbers. LiveLife Capital may also share certain information related to its Clients' financial positions and investment objectives in an effort to ensure that the Independent Managers' investment decisions remain aligned with its Clients' best interests. This information is communicated on an initial and ongoing basis, or as otherwise necessary to the management of its Clients' portfolios.

## Item 8 – Client Contact with Portfolio Managers

There are no restrictions on Clients' ability to correspond with LiveLife Capital. Clients can generally contact the Independent Managers managing their portfolios through LiveLife Capital by providing the Advisor with written request and identification of the questions or issues to be discussed with the Independent Managers. After receiving the Client's written request, LiveLife Capital, at its sole discretion, may contact the Independent Managers for the Client or arrange for the Independent Managers and the Client to communicate directly.

## Item 9 – Additional Information

### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

LiveLife Capital values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider with whom the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 290008. Please see Item 9 – Disciplinary Information of the LiveLife Capital Disclosure Brochure as well as Item 3 – Disciplinary Information of each Advisory Person's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

#### Other Financial Activities and Affiliations

*Broker-Dealer Affiliation* – Certain Advisory Persons are also registered representatives of PKS. In one's separate capacity as a registered representative of PKS, an Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by the Advisory Person. Neither the Advisor nor Advisory Person will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative.

*Insurance Agency Affiliations* – Certain Advisory Persons are also licensed as insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with LiveLife Capital. As an insurance professional, Advisory Persons will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor or its Advisory Persons.

Please see Item 10 – Other Financial Industry Activities and Affiliations and Item 14 – Client Referrals and Other Compensation of the Disclosure Brochure.

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

LiveLife Capital has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to LiveLife Capital's compliance program ("Supervised Persons"). Complete details on the LiveLife Capital Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading of the Disclosure Brochure.

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#### Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of LiveLife Capital under the supervision of the Chief Compliance Officer ("CCO"). Details of the review policies and practices are provided in Item 13 – Review of Accounts of the Disclosure Brochure.

#### Other Compensation

##### Participation in Institutional Advisor Platform (Schwab)

LiveLife Capital has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like LiveLife Capital. As a registered investment advisor participating on the Schwab Advisor Services platform, LiveLife Capital receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all, services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back-office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services to LiveLife Capital that may not benefit the Client, including: educational conferences and events, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. LiveLife Capital believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

##### Participation on the Pershing Platform (Pershing)

LiveLife Capital has established an institutional relationship with Pershing to assist the Advisor in providing brokerage and custodial services to client account[s]. Access to the Pershing institutional platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Pershing. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Pershing: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

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Please see Item 14 – Other Compensation of the Disclosure Brochure for details on additional compensation that may be received by LiveLife Capital or its Advisory Persons. Each Advisory Person's Brochure Supplement (also included with this Wrap Fee Program Brochure) provides details on any outside business activities and the associated compensation.

#### Client Referrals from Solicitors

LiveLife Capital engages promoters to introduce new prospective clients to the firm consistent with the Investment Advisers Act of 1940 and its corresponding rules and applicable state regulatory requirements. If the prospect subsequently engages LiveLife Capital, the promoter shall generally be compensated by LiveLife Capital for the introduction. Because the promoter has an economic incentive to introduce the prospect to LiveLife Capital, a conflict of interest is presented. The promoter's introduction shall not result in the prospect's payment of a higher investment advisory fee to LiveLife Capital (i.e., if the prospect was to engage LiveLife Capital independent of the promoter's introduction).

#### Financial Information

Neither LiveLife Capital, nor its management have any adverse financial situations that would reasonably impair the ability of LiveLife Capital to meet all obligations to its Clients. Neither LiveLife Capital, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. LiveLife Capital is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to be performed six months or more in advance. Please see Item 18 – Financial Information of the Disclosure Brochure.

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## Form ADV Part 2B – Brochure Supplement

for

**Shawn Mauro, CLTC, CRPC®**  
**Managing Partner and Chief Compliance Officer**

**Effective: March 19, 2024**

This Form ADV 2B, CLTC, CRPC® (“Brochure Supplement”) provides information about the background and qualifications of Shawn Mauro (CRD# 5299965) in addition to the information contained in the LiveLife Capital Partners LLC (“LiveLife Capital” or the “Advisor”, CRD# 290008) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the LiveLife Capital Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (978) 315-0230 or or at [info@livelifecapital.com](mailto:info@livelifecapital.com).

Additional information about Mr. Mauro is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5299965.

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## Item 2 – Educational Background and Business Experience

Shawn Mauro, CLTC, CRPC®, born in 1984, is dedicated to advising Clients of LiveLife Capital as the Managing Partner and Chief Compliance Officer. Mr. Mauro earned a Bachelor's degree from the University of Massachusetts - Amherst in 2006. Additional information regarding Mr. Mauro's employment history is included below.

### Employment History:

Managing Partner and Chief Compliance Officer, LiveLife Capital Partners LLC	08/2017 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	10/2017 to 01/2019
Vice President, Morgan Stanley Smith Barney	08/2008 to 10/2017
Client Associate, Merrill Lynch, Pierce, Fenner & Smith Incorporated	01/2007 to 08/2008

### Certification in Long-Term Care ("CLTC")

The CLTC (Certification in Long-Term Care) program was created in 1999. It focuses on the discipline of extended care planning. It provides professionals the critical tools necessary to discuss the subject of longevity and its consequences on their client's family and finances. Students learn how to mitigate these consequences by developing a plan to protect their clients and their families.

The designation has been recognized and supported by The American College, CFP Board, NAIFA, NAHU and major insurance carriers. Designees renew their designation every two-years by completing the CLTC renewal course or state mandated long-term care training.

### Chartered Retirement Planning Counselor™ ("CRPC™")

Individuals who hold the CRPC™ designation have completed a course of study encompassing pre-and post-retirement needs, asset management, estate planning and the entire retirement planning process using models and techniques from real client situations. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two-years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.

## Item 3 – Disciplinary Information

**There are no legal, civil or disciplinary events to disclose regarding Mr. Mauro.** Mr. Mauro has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Mauro.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. **As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Mauro.**

However, the Advisor does encourage you to independently view the background of Mr. Mauro on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5299965.

## Item 4 – Other Business Activities

### Insurance Agency Affiliations

Mr. Mauro is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Mauro's role with LiveLife Capital. As an insurance professional, Mr. Mauro will receive customary commissions and other related revenues from the various insurance companies whose products are sold, including Ash Brokerage. Mr. Mauro is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of

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interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Mauro or the Advisor.

#### Item 5 – Additional Compensation

Mr. Mauro has additional business activities where compensation is received that are detailed in Item 4 above.

#### Item 6 – Supervision

Mr. Mauro serves as the Managing Partner and the Chief Compliance Officer of LiveLife Capital. Mr. Mauro can be reached at (978) 315-0230.

LiveLife Capital has implemented a Code of Ethics, an internal compliance document that guide each Supervised Person in meeting their fiduciary obligations to Clients of LiveLife Capital. Further, LiveLife Capital is subject to regulatory oversight by various agencies. These agencies require registration by LiveLife Capital and its Supervised Persons. As a registered entity, LiveLife Capital is subject to examinations by regulators, which may be announced or unannounced. LiveLife Capital is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

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**Form ADV Part 2B – Brochure Supplement**  
**for**

**Christopher R. Fisher, CFA®**  
**Managing Partner and Chief Investment Officer**

**Effective: March 19, 2024**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Christopher R. Fisher (CRD# 5258945) in addition to the information contained in the LiveLife Capital Partners LLC (“LiveLife Capital” or the “Advisor”, CRD# 290008) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the LiveLife Capital Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (978) 315-0232 or at [info@livelifecapital.com](mailto:info@livelifecapital.com).

Additional information about Mr. Fisher is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5258945.

## Item 2 – Educational Background and Business Experience

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Christopher R. Fisher, born in 1984, is dedicated to advising Clients of LiveLife Capital as a Managing Partner and Chief Investment Officer. Mr. Fisher earned a Master of Science in Investment Management from Boston University - Questrom School of Business in 2013. Mr. Fisher also earned a Bachelor of Arts in East Asian Studies from Colgate University in 2006. Additional information regarding Mr. Fisher's employment history is included below.

### Employment History:

Managing Partner and Chief Investment Officer, LiveLife Capital Partners LLC	10/2017 to Present
Associate, Bigelow Capital Securities	01/2016 to 05/2017
Senior Investment Analyst, Fidelity Investments	07/2014 to 12/2015
Analyst, Brown Brothers Harriman & Co.	11/2006 to 06/2014

### Chartered Financial Analyst® ("CFA®")

CFA® designates an international professional certificate that is offered by the CFA Institute. The Chartered Financial Analyst® (CFA®) charter is a globally respected, graduate-level investment credential established in 1962 and awarded by CFA Institute — the largest global association of investment professionals.

There are currently more than 190,000 CFA® Charterholders working in over 170 countries and regions. To earn the CFA® charter, candidates must: (1) pass three sequential, six-hour examinations; (2) have at least four years of qualified professional investment experience; (3) join CFA Institute as members; and (4) commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct.

### High Ethical Standards

The CFA Institute Code of Ethics and Standards of Professional Conduct, enforced through an active professional conduct program, require CFA® Charterholders to:

- Place their clients' interests ahead of their own
- Maintain independence and objectivity
- Act with integrity
- Maintain and improve their professional competence
- Disclose conflicts of interest and legal matters

### Global Recognition

Passing the three CFA exams is a difficult feat that requires extensive study (successful candidates report spending an average of 300 hours of study per level). Earning the CFA® charter demonstrates mastery of many of the advanced skills needed for investment analysis and decision making in today's quickly evolving global financial industry. As a result, employers and clients are increasingly seeking CFA® Charterholders —often making the charter a prerequisite for employment. Additionally, regulatory bodies in 38 countries/territories recognize the CFA® charter as a proxy for meeting certain licensing requirements, and more than 466 colleges and universities around the world have incorporated a majority of the CFA Program curriculum into their own finance courses.

### Comprehensive and Current Knowledge

The CFA Program curriculum provides a comprehensive framework of knowledge for investment decision making and is firmly grounded in the knowledge and skills used every day in the investment profession. The three levels of the CFA Program test a proficiency with a wide range of fundamental and advanced investment topics, including ethical and professional standards, fixed income and equity analysis, alternative and derivative investments, economics, financial reporting standards, portfolio management, and wealth planning.

The CFA Program curriculum is updated every year by experts from around the world to ensure that candidates learn the most relevant and practical new tools, ideas, and investment and wealth management skills to reflect the dynamic and complex nature of the profession.

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### Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Fisher.*** Mr. Fisher has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Fisher.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Fisher.***

However, the Advisor does encourage you to independently view the background of Mr. Fisher on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5258945.

### Item 4 – Other Business Activities

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Mr. Fisher is not actively engaged in any other investment-related or non-investment related businesses or occupations.

### Item 5 – Additional Compensation

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Mr. Fisher has no information responsive to this section.

### Item 6 – Supervision

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Mr. Fisher serves as a Managing Partner and Chief Investment Officer of LiveLife Capital and is supervised by Shawn Mauro, the Chief Compliance Officer. Mr. Mauro can be reached at (978) 315-0230.

LiveLife Capital has implemented a Code of Ethics, an internal compliance document that guide each Supervised Person in meeting their fiduciary obligations to Clients of LiveLife Capital. Further, LiveLife Capital is subject to regulatory oversight by various agencies. These agencies require registration by LiveLife Capital and its Supervised Persons. As a registered entity, LiveLife Capital is subject to examinations by regulators, which may be announced or unannounced. LiveLife Capital is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

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**Form ADV Part 2B – Brochure Supplement**  
**for**

**Susan R. Fechter**  
**Director of Client Relations**

**Effective: March 19, 2024**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Susan R. Fechter (CRD# 4098244) in addition to the information contained in the LiveLife Capital Partners LLC (“LiveLife Capital” or the “Advisor”, CRD# 290008) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the LiveLife Capital Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (978) 315-0230 or at [info@livelifecapital.com](mailto:info@livelifecapital.com).

Additional information about Ms. Fechter is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 4098244.

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## Item 2 – Educational Background and Business Experience

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Susan R. Fechter, born in 1972, is dedicated to advising Clients of LiveLife Capital as the Director of Client Relations. Ms. Fechter has no post high school education. Additional information regarding Ms. Fechter's employment history is included below.

### Employment History:

Director of Client Relations, LiveLife Capital Partners LLC	10/2017 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	01/2019 to Present
Financial Advisor, Morgan Stanley Smith Barney	08/2008 to 10/2017
Client Associate, Merrill Lynch, Pierce, Fenner & Smith Incorporated	04/1997 to 08/2008

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## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Ms. Fechter.*** Ms. Fechter has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Fechter.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Fechter.***

However, the Advisor does encourage you to independently view the background of Ms. Fechter on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 4098244.

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## Item 4 – Other Business Activities

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### Broker-Dealer Affiliation

Ms. Fechter is also a registered representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member FINRA, SIPC. In Ms. Fechter's separate capacity as a registered representative, Ms. Fechter will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Ms. Fechter. Neither the Advisor nor Ms. Fechter will earn ongoing investment advisory fees in connection with any products or services implemented in Ms. Fechter's separate capacity as a registered representative.

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## Item 5 – Additional Compensation

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Ms. Fechter has additional business activities where compensation is received that are detailed in Item 4 above.

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## Item 6 – Supervision

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Ms. Fechter serves as the Director of Client Relations of LiveLife Capital and is supervised by Shawn Mauro, the Chief Compliance Officer. Mr. Mauro can be reached at (978) 315-0230.

LiveLife Capital has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of LiveLife Capital. Further, LiveLife Capital is subject to regulatory oversight by various agencies. These agencies require registration by LiveLife Capital and its Supervised Persons. As a registered entity, LiveLife Capital is subject to examinations by regulators, which may be announced or unannounced. LiveLife Capital is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.



## Form ADV Part 2B – Brochure Supplement

for

**Alex P. Ranere, CFA®**  
**Portfolio & Relationship Manager**

**Effective: March 19, 2024**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Alex P. Ranere, CFA (CRD# 5557151) in addition to the information contained in the LiveLife Capital Partners LLC (“LiveLife Capital” or the “Advisor”, CRD# 290008) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the LiveLife Capital Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (978) 315-0230 or at [info@livelifecapital.com](mailto:info@livelifecapital.com).

Additional information about Mr. Ranere is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5557151.

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## Item 2 – Educational Background and Business Experience

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Alex P. Ranere, CFA®, born in 1987, is dedicated to advising Clients of LiveLife Capital as the Portfolio & Relationship Manager. Mr. Ranere earned Bachelor of Science in Business Administration and Finance from Stonehill College in 2009. Additional information regarding Mr. Ranere's employment history is included below.

### Employment History:

Portfolio & Relationship Manager, LiveLife Capital Partners LLC	09/2021 to Present
Investment Advisor, Wilmington Trust, Corp.	01/2016 to 09/2021

### Chartered Financial Analyst® ("CFA®")

CFA® designates an international professional certificate that is offered by the CFA Institute. The Chartered Financial Analyst® (CFA®) charter is a globally respected, graduate-level investment credential established in 1962 and awarded by CFA Institute — the largest global association of investment professionals.

There are currently more than 190,000 CFA® Charterholders working in over 170 countries and regions. To earn the CFA® charter, candidates must: (1) pass three sequential, six-hour examinations; (2) have at least four years of qualified professional investment experience; (3) join CFA Institute as members; and (4) commit to abide by, and annually reaffirm, their adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct.

### High Ethical Standards

The CFA Institute Code of Ethics and Standards of Professional Conduct, enforced through an active professional conduct program, require CFA® Charterholders to:

- Place their clients' interests ahead of their own
- Maintain independence and objectivity
- Act with integrity
- Maintain and improve their professional competence
- Disclose conflicts of interest and legal matters

### Global Recognition

Passing the three CFA exams is a difficult feat that requires extensive study (successful candidates report spending an average of 300 hours of study per level). Earning the CFA® charter demonstrates mastery of many of the advanced skills needed for investment analysis and decision making in today's quickly evolving global financial industry. As a result, employers and clients are increasingly seeking CFA® Charterholders —often making the charter a prerequisite for employment. Additionally, regulatory bodies in 38 countries/territories recognize the CFA® charter as a proxy for meeting certain licensing requirements, and more than 466 colleges and universities around the world have incorporated a majority of the CFA Program curriculum into their own finance courses.

### Comprehensive and Current Knowledge

The CFA Program curriculum provides a comprehensive framework of knowledge for investment decision making and is firmly grounded in the knowledge and skills used every day in the investment profession. The three levels of the CFA Program test a proficiency with a wide range of fundamental and advanced investment topics, including ethical and professional standards, fixed income and equity analysis, alternative and derivative investments, economics, financial reporting standards, portfolio management, and wealth planning.

The CFA Program curriculum is updated every year by experts from around the world to ensure that candidates learn the most relevant and practical new tools, ideas, and investment and wealth management skills to reflect the dynamic and complex nature of the profession.

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### Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Mr. Ranere.*** Mr. Ranere has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Ranere.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Ranere.***

However, the Advisor does encourage you to independently view the background of Mr. Ranere on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 5557151.

### Item 4 – Other Business Activities

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Mr. Ranere is not actively engaged in any other investment-related or non-investment related businesses or occupations.

### Item 5 – Additional Compensation

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Mr. Ranere's annual compensation is based, in part, on the amount of assets under management that Mr. Ranere introduces to LiveLife Capital and the number of clients that Mr. Ranere introduces to LiveLife Capital. Accordingly, Mr. Ranere has a conflict of interest for recommending LiveLife Capital to clients for investment advisory services, as the recommendation could be made on the basis of compensation to be received, rather than on a client or prospective client's best interests.

### Item 6 – Supervision

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Mr. Ranere serves as the Portfolio & Relationship Manager of LiveLife Capital and is supervised by Shawn Mauro, the Chief Compliance Officer. Mr. Mauro can be reached at (978) 315-0230.

LiveLife Capital has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of LiveLife Capital. Further, LiveLife Capital is subject to regulatory oversight by various agencies. These agencies require registration by LiveLife Capital and its Supervised Persons. As a registered entity, LiveLife Capital is subject to examinations by regulators, which may be announced or unannounced. LiveLife Capital is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

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