

Synergy Investment Management, LLC dba Synergy Wealth Alliance

Form ADV Part 2A – Disclosure Brochure

Effective: March 22, 2024

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Synergy Investment Management, LLC dba Synergy Wealth Alliance (“Synergy” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (321) 203-4458.

Synergy 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 Synergy to assist you in determining whether to retain the Advisor.

Additional information about Synergy and its Advisory Persons is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 305961.

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Item 2 – Material Changes

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 Synergy.

Synergy 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. Synergy encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor has transitioned to SEC registration from registration with the State of Florida.
- As a result of the TD Ameritrade and Charles Schwab merger, the Advisor now recommends the Client custody their assets at Charles Schwab & Co., Inc. Please see Item 12 and Item 14 for additional details.

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 online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 305961. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (321) 203-4458.

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Item 4 – Advisory Services

A. Firm Information

Synergy Investment Management, LLC dba Synergy Wealth Alliance (“Synergy” or the “Advisor”) is a registered investment advisor registered with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Limited Liability Company under the laws of the State of Florida. Synergy was founded in November 2021 and is a wholly-owned subsidiary of Synergy Wealth Alliance, LLC. Synergy is operated by Christopher Bordner (Chief Executive Officer, Chief Compliance Officer, Principal, and Wealth Manager). This Disclosure Brochure provides information regarding the qualifications, business practices, and advisory services provided by Synergy.

B. Advisory Services Offered

Synergy offers investment advisory services to individuals, high-net-worth individuals, trusts, estates, businesses, and charitable organizations (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 toward each Client and seeks to mitigate potential conflicts of interest. Synergy'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

Synergy 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. Synergy 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. Synergy will then construct an investment portfolio consisting of diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client's investment goals. The Advisor may also utilize individual stocks, bonds, options contracts, alternative investments, real estate investment trusts (“REITs”), or structured products to meet the needs of its Clients. The Advisor may retain certain types of investments based on a Client's legacy investments based on portfolio fit and/or tax considerations.

Synergy's investment strategies are 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. Synergy 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.

Synergy evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Synergy may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Synergy 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.

Synergy 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.

Use of Independent Managers

Synergy 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. 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

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over the selected Independent Manager[s] to ensure the Independent Manager's strategies and target allocations remain aligned with its Client's investment objectives and overall best interests. The Client will be provided with the Independent Manager's Form ADV 2A (or a brochure that makes the appropriate disclosures) prior to entering into an agreement with unaffiliated investment manager[s] or investment platform[s].

At no time will Synergy 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 the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

Financial Planning Services

Synergy will typically provide a variety of financial planning and consulting services to Clients pursuant to a written financial planning agreement or included with its investment management services. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to investment planning, retirement planning, personal risk management, education savings, insurance needs, and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, and establish education savings and/or charitable giving programs.

Synergy may also refer Clients to an accountant, attorney, or other specialists as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of the contract date, assuming all information and documents requested are provided promptly.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

C. Client Account Management

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

D. Wrap Fee Programs

Synergy includes, in addition to securities transaction fees, custody fees, administrative fees, ACAT fees, and wire fees (herein "Covered Costs") together with its investment advisory fees. Including these fees into a single

asset-based fee is considered a “Wrap Fee Program.” The Advisor customizes its investment management services for its Clients. The Advisor sponsors the Synergy Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. 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 February 28, 2024, Synergy manages \$101,561,619 in Client assets, \$96,111,862 of which are managed on a discretionary basis and \$5,449,757 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

Item 5 – Fees and Compensation

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/a written agreement with the Advisor.

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 0.50% to 1.50% annually based on several factors, including the scope and 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 Synergy will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian’s valuation to ensure accurate billing.

The Advisor’s fee is exclusive of and in addition to any applicable securities transaction and custody fees and other related costs and expenses described in Item 5.C. below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

Use of Independent Managers

For Clients referred by the Advisor to an Independent Manager, the Client’s fee may be separately billed or deducted from the Client’s account[s] by the Independent Manager or the Advisor based on the Independent Manager being utilized. For certain Clients referred by the Advisor to an Independent Manager, the Client’s fee will be deducted from the Client’s account[s] with the respective Independent Manager, and a portion of the fee will be provided to Synergy based on Synergy’s agreement with the Client. Synergy is responsible for negotiating the fees with the Independent Manager on behalf of the Client. Synergy does not receive any compensation or fees from the Independent Manager other than its investment advisory fee noted above.

Financial Planning Services

Synergy offers standalone financial planning services for a fixed engagement fee. Fixed fees range up to a maximum of \$20,000 with the total depending on the specific service[s] requested and the nature and complexity of each Client’s circumstances. 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 hours and/or total costs will be provided to the Client prior to engaging for these services.

B. Fee Billing

Investment Management Services (Charles Schwab & Co., Inc.)

For Client account[s] held at Charles Schwab & Co., Inc. (“Schwab”), Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client’s account[s] at the Custodian. The amount due is

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calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Synergy at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee. Clients provide written authorization permitting advisory fees to be deducted by Schwab to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

Investment Management Services (LPL Financial, LLC)

For Client account[s] held at LPL Financial, LLC ("LPL Financial"), Investment advisory fees are calculated and deducted by the Custodian. The amount due is calculated by applying the following formula: $[(\text{Quarter End Value} \times \text{Advisory Fee}) / 360 \times 90 \text{ Days}]$ to the total assets under management with Synergy at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee. Clients are urged to also review the statement provided by the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by LPL Financial to be paid 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 Clients referred by the Advisor to an Independent Manager, the Client's fee may be separately billed or deducted from the Client's account[s] with the respective manager, with a portion of the investment advisory fee provided to Synergy.

Financial Planning Services

Financial planning fees are invoiced by the Advisor and are due upon completion of the agreed-upon deliverable[s].

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]. Synergy includes Covered Costs as part of its overall investment advisory fee through the Synergy Wrap Fee Program. 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 Synergy for investment advisory services 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. A Client may be able to invest in these products directly, without the services of Synergy, but would not receive the services provided by Synergy, 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 Synergy 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

Synergy is compensated for its investment management services in advance of the quarter in which 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. 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 investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services

Synergy is compensated for its financial planning services upon completion of the engagement deliverable[s]. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning 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 Client shall be billed for the percentage of the engagement scope completed by the Advisor. The Client's financial planning 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 the termination will be set forth in the respective agreements between the Client and that Independent Manager. Synergy will assist the Client with the termination and transition as appropriate.

E. Compensation for Sales of Securities

Broker-Dealer Affiliations

Certain Advisory Persons of Synergy are also registered representatives of LPL Financial, a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). In one's separate capacity as a registered representative of LPL Financial, an Advisory Person will implement securities transactions under LPL Financial and not through Synergy. In such instances, an 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 an Advisory Person in one's capacity as a registered representative is separate and in addition to Synergy's advisory fees. This practice presents a conflict of interest because Advisory Persons who are registered representatives have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on Client needs. The Advisor mitigates this conflict in two ways (i) first, Clients are under no obligation, contractually or otherwise, to implement securities products through the Advisor or Advisory Persons, and (ii) second, Synergy will not charge an ongoing investment advisory fee on any assets implemented in the Advisory Person's separate capacity as a registered representative. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Synergy Insurance Partners, LLC

Certain Advisory Persons are also licensed insurance professionals of Synergy Insurance Partners, LLC ("Synergy Insurance Partners"), an insurance agency under common control with the Advisor. As an insurance professional, an Advisory Person and Synergy Insurance Partners will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by an Advisory Person are separate and in addition to Synergy's advisory fees. This practice presents a conflict of interest because a 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. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through Synergy Insurance Partners or any Advisory Person affiliated with Synergy. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Investment Advisor Affiliations

Certain Supervised Persons of Synergy are also investment advisor representatives ("IARs") of LPL Financial. In one's separate capacity as an IAR of LPL Financial, a Supervised Person will implement advisory recommendations under LPL Financial and not through Synergy. In such instances, a Supervised Person will receive advisory-based compensation in connection with the advisory services provided through LPL Financial. Compensation earned by a Supervised Person in one's capacity as an IAR of LPL Financial is separate and in addition to Synergy's advisory fees. This practice presents a conflict of interest because Supervised Persons who are IARs of LPL Financial have an incentive to implement advisory recommendations. The Advisor mitigates this conflict in two ways (i) first, Clients are under no obligation, contractually or otherwise, to implement advisory recommendations through the Advisor or Supervised Persons, and (ii) second, Synergy will not charge an ongoing investment advisory fee on any assets implemented in the Supervised Person's separate capacity as an IAR of LPL Financial. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

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

Synergy offers investment advisory services to individuals, high-net-worth individuals, trusts, estates, businesses, and charitable organizations. Synergy generally requires a minimum relationship size of \$100,000 to effectively implement its investment process. The minimum can be waived at the sole discretion of the Advisor.

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

A. Methods of Analysis

Synergy primarily employs the principles of Modern Portfolio Theory analysis method in developing investment strategies for its Clients. Research and analysis from Synergy are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and reviews of company activities, including annual reports, prospectuses, press releases, and research prepared by others.

Modern Portfolio Theory is based on four premises:

1. Clients are inherently risk-averse;
2. Markets are basically efficient;
3. The investment focus should shift from an individual securities analysis toward consideration of the portfolio as a whole; and
4. For any level of risk, a Client is willing to accept there is a corresponding target rate of return.

The Advisor's model allocation strategies are structured for the long term.

Synergy's strategic approach is to invest each portfolio in accordance with the plan that has been developed specifically for each Client. This means that the following strategies may be used in varying combinations over time for a given Client, depending upon the Client's individual circumstances:

Long-Term Purchases: Long-Term purchases are securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

Short-Term Purchases: Short-Term Purchases are securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

As noted above, Synergy generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Synergy 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, Synergy 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. Synergy 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 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 in Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

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 have 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.

Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Options contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

Quantitative/Algorithmic Investing

The Advisor's investment recommendations are based on proprietary algorithms. The risks associated with this type of investing are as follows:

- *Quantitative Risk*: The risk that the effectiveness of the quantitative strategy can dissipate over time as similar strategies are adopted and as the market becomes more efficiently priced.
- *Input Data Risk*: The risk that the information and data supplied to the algorithm are subject to input and quality errors. The Advisor's strategies depend on the accuracy and reliability of the data, and the strategies may not function properly if the data proves to be incorrect or incomplete or is input incorrectly.
- *Programming Risk*: The Advisor's research and strategy development process is extremely complex, and the results of that process must then be translated into computer code. Although the Advisor seeks to hire individuals skilled in each of these functions and to provide appropriate levels of oversight, the complexity of the individual tasks, the difficulty of integrating such tasks, and the limited ability to perform "real world" testing of the end product raise the chances that the finished algorithm may contain an error; one or more of such errors could adversely affect a client's portfolio.
- *System Risk*: The Advisor relies extensively on computer programs and systems in its proprietary algorithms to evaluate securities, monitor its portfolio, and generate reports that are critical to oversight of its activities. In addition, certain systems are operated by third-party service providers. The Advisor may not always be in the best position to verify the risks or reliability of such third-party systems. These programs or systems, whether operated by a third party or not, may be subject to certain defects, failures, or interruptions, including, but not limited to, those caused by computer "worms," viruses, and power failures. Any such defect or failure could have a material adverse effect on the Advisor's activities. For example, such failures could cause the settlement of trades to fail, lead to inaccurate accounting, recording, or processing of trades, and cause inaccurate reports, which may affect the Advisor's ability to monitor its investment portfolios and its risks.
- *Operational Risk*: The Advisor has developed systems and procedures to control operational risk. Operational risks arising from mistakes made in the trading confirmation or settlement of transactions, from transactions not being properly booked, evaluated, or accounted for, or other similar disruptions in The Advisor's operations may cause the Advisor to suffer financial loss; the disruption of its business; liability to Clients or third parties; regulatory intervention; or reputational damage. The Advisor relies heavily on its financial, accounting, and other data processing systems.

Margin Borrowings

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call," pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Clients should only have a portion of their assets in these investments.

Structured Products

Structured notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency. The terms and risks of each structured note vary materially depending on the nature and volatility of the referenced asset, the creditworthiness of the issuer, and the maturity of the instrument, among other factors. The general risks associated with this type of investment include, but are not limited to, non-payment risk (payment of interest and return of principal may be reduced, in whole or in part, due to underperformance of the referenced asset); counter-party risk (for reasons such as bankruptcy, the issuer of the structured note may fail to pay all or a portion of the principal and interest due on the structured note); underperformance risk (the structured note may underperform alternative allocations to traditional bonds, the referenced asset, or a combination of such investments, depending on market conditions). Structured notes are significantly riskier than conventional debt instruments. There is a risk of losing some or all of the principal at maturity.

Real Estate Investment Trusts

Investing in REITs involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. For Example, equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are

subject to heavy cash flow dependency, default by borrowers, and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

Concentrated Portfolios

Concentrated portfolios are an aggressive and highly volatile approach to trading and investing and should be viewed as complementary to a stable, highly predictable investment approach. Concentrated portfolios hold fewer different stocks than diversified portfolios and are much more likely to experience sudden dramatic price swings. In addition, the rise or drop in the price of any given holding in the portfolio is likely to have a larger impact on portfolio performance than a more broadly diversified portfolio.

Frequent Trading

Frequent trading in securities can result in higher transaction costs in the Client's account[s]. For taxable accounts, frequent trading can also result in taxable transactions each year that would not be present in a buy-and-hold strategy. There are no guarantees that a frequent trading strategy will correctly time purchases and sales of any particular security.

Oil and Gas Interests

Investing oil and gas interest, whether directly or as part of a fund/ETF, involves distinct risks. The price of oil and gas interests may fluctuate to a greater degree than other securities and contain additional risks based on the supply and demand for oil and gas. Some of these additional risks include the ability to obtain reliable oil and gas supply, oil and gas reserve estimates, the ability to locate markets for oil and gas, and fluctuations in prices. The values of oil and gas interests are subject to market risk by a range of variables that could cause trends to differ materially.

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.

Item 9 – Disciplinary Information

There are no legal, regulatory, or disciplinary events involving Synergy or its owner. Synergy 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 or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 305961.

Item 10 – Other Financial Industry Activities and Affiliations

Broker-Dealer Affiliation

As noted in Item 5, certain Advisory Persons of Synergy are also registered representatives of LPL Financial. In an Advisory Person's separate capacity as a registered representative, the Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person of Synergy. Neither Synergy nor an 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. Under the supervision of LPL Financial, LPL Financial may have access to certain confidential information of the Client, including, but not limited to, financial information, investment objectives, transactions, and holdings information. Please see the Advisor's Privacy Policy, which is included with this Disclosure Brochure.

Synergy Insurance Partners, LLC

As noted in Item 5, certain Advisory Persons are also licensed insurance professionals through Synergy Insurance Partners, an insurance agency under common control with the Advisor. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with Synergy. As an insurance professional, an Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. An Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees.

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This practice presents a conflict of interest in recommending certain products of insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or the Advisor.

Investment Advisor Affiliations

As noted in Item 5, certain Supervised Persons of Synergy are also IARs of LPL Financial. In a Supervised Person's separate capacity as an IAR, the Supervised Person will receive advisory fees for the implementation of recommendations for advisory services. Clients are not obligated to implement any recommendation provided by a Supervised Person of Synergy. Neither Synergy nor a Supervised Person will earn ongoing investment advisory fees in connection with any services implemented in the Supervised Person's separate capacity as an IAR of LPL Financial. Under the supervision of LPL Financial, LPL Financial may have access to certain confidential information of the Client, including, but not limited to, financial information, investment objectives, transactions, and holdings information. Please see the Advisor's Privacy Policy, which is included with this Disclosure Brochure.

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

A. Code of Ethics

Synergy 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 Synergy ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Synergy and its Supervised Persons owe a duty of loyalty, fairness, and good faith toward each Client. It is the obligation of Synergy'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 (321) 203-4458.

B. Personal Trading with Material Interest

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

C. Personal Trading in Same Securities as Clients

Synergy 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, nonpublic 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, nonpublic information. This risk is mitigated by Synergy 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, nonpublic information.

D. Personal Trading at Same Time as Client

While Synergy 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 Synergy, or any Supervised Person of Synergy, transact in any security to the detriment of any Client.

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

Synergy does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Synergy to direct trades to the Custodian as agreed upon in the investment advisory agreement.

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Further, Synergy does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Synergy does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Synergy. However, if the recommended Custodian is not engaged, the Advisor may be limited in the services it can provide. Synergy may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices.

Since certain Advisory Persons are also registered representatives of LPL Financial, Synergy, and its Advisory Persons who are registered representatives of LPL Financial are limited in the Custodian[s] in which they can recommend to Clients. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by the Advisor.

Where Synergy does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. As its Advisory Persons are also registered representatives of LPL Financial, Synergy, and its Advisory Persons are limited in the Custodian[s] in which they can recommend to Clients. Typically, Synergy will recommend that Clients establish their accounts at LPL Financial, where Synergy has access to LPL Financial's systems, back-office support, research, and other benefits. While Synergy receives these economic benefits from LPL Financial, the Advisor believes LPL Financial provides quality execution and related services for Clients at competitive prices. Price is not the sole factor Synergy considers in evaluating best execution and the recommendation of the Custodian. Synergy also considers the quality of the brokerage services provided by LPL Financial, including the firm's reputation, execution capabilities, commission rates, and responsiveness to our Clients and our firm. Clients are free to use whatever broker-dealer/custodian they choose to implement financial planning recommendations. For investment advisory services, Synergy would be required to obtain permission to use a broker-dealer or custodian other than LPL Financial due to the oversight role LPL Financial assumes over the Advisory Persons. Please see Item 14 below.

Synergy also recommends that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian".

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. **Synergy 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** – Synergy 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 Synergy 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]). Synergy 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. Synergy will execute its transactions through the Custodian

as authorized by the Client. Synergy may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts on 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 other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' accounts.

Item 13 – Review of Accounts

A. Frequency of Reviews

Securities in Client accounts are monitored on a regular and continuous basis by Christopher Bordner, Chief Compliance Officer of Synergy. 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 Synergy 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

A. Compensation Received by Synergy

Synergy does not share in securities transaction costs or receive compensation from product sponsors, broker-dealers, or any unrelated third party. As noted in Item 10 above, certain Advisory Persons of Synergy are also registered representatives of LPL Financial and will separately implement investments through LPL Financial instead of Synergy. In such situations, a commission is earned instead of an advisory fee.

Participation in Institutional Advisor Platform (LPL Financial)

Synergy has established an institutional relationship with LPL Financial to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with LPL Financial. The software and related systems support may benefit the Advisor but not its Clients directly. In fulfilling its duties to 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 the Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor may receive the following benefits from LPL Financial:

- investment-related research
- pricing information and market data
- software and other technology that provides access to Client account data
- compliance and/or practice management-related publications
- consulting services
- attendance at conferences, meetings, and other educational and/or social events
- marketing support
- computer hardware and/or software

- other products and services used by the Advisor in furtherance of its investment advisory business operations

LPL Financial may provide these services and products directly or may arrange for third-party vendors to provide the services or products to Advisor. In the case of third-party vendors, LPL Financial may pay for some or all of the third party's fees.

These support services are provided to the Advisor based on the overall relationship between the Advisor and LPL Financial. It is not the result of soft dollar arrangements or any other express arrangements with LPL Financial that involves the execution of Client transactions as a condition of the receipt of services. The Advisor will continue to receive the services regardless of the volume of Client transactions executed with LPL Financial. Clients do not pay more for services as a result of this arrangement. There is no corresponding commitment made by the Advisor to LPL Financial or any other entity to invest any specific amount or percentage of Client assets in any specific securities as a result of the arrangement. However, because the Advisor receives these benefits from LPL Financial, there is a conflict of interest as the receipt of these products and services presents a financial incentive for Advisor to recommend that its Clients use LPL Financial's custodial platform rather than another custodian's platform.

B. Compensation for Client Referrals

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Item 15 – Custody

Synergy 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 Synergy to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare them to any reports provided by Synergy 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.

Item 16 – Investment Discretion

Synergy 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 Synergy. 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 Synergy will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

Synergy accepts proxy-voting responsibility for securities held in Client accounts when provided by the Client. The advisory agreement between Synergy and the Client will generally specify whether or not Synergy has the authority to vote proxies on behalf of a particular Client.

Synergy has engaged Broadridge Investor Communication Solutions, Inc ("Broadridge"), a third-party, independent proxy advisory firm, to vote proxies in order to mitigate risks involved with any conflicts of interest that might otherwise arise in the voting of Client proxies. Although Synergy expects to vote proxies according to Broadridge's recommendations, certain issues may need to be considered on a case-by-case basis due to the

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diverse and continually evolving nature of corporate governance issues. If such cases should arise, then Synergy will devote appropriate time and resources to consider those issues.

Proxy Voting Policy and Procedures

Synergy shall vote proxies in the best interest of its Clients and shall not subrogate the Client's interest to its own. Synergy monitors corporate actions through the Custodian. Synergy receives notice of upcoming proxy votes, meeting and record dates, and other information on upcoming corporate actions by companies in which Synergy Clients are shareholders. Clients may request a copy of Synergy's proxy voting records free of charge by contacting Synergy.

Conflicts of Interest in the Voting Process

On occasion, a conflict of interest may exist between the Advisor and the client regarding the outcome of certain proxy votes. In such cases, the Advisor is committed to resolving the conflict in the best interest of the Clients before voting for the proxy in question.

Client Direction of Voting

Although most of Synergy's Clients for whom the Advisor votes proxies authorize Synergy to vote in accordance with its proxy voting policy, a Client may request that the Advisor votes its proxies in accordance with a different policy. The Advisor will try to accommodate such requests.

In addition, a Client may direct Synergy to vote its securities in a particular way on a particular proposal, and the Advisor will seek to do so, assuming timely receipt of the instruction.

Item 18 – Financial Information

Neither Synergy nor its management has any adverse financial situations that would reasonably impair the ability of Synergy to meet all obligations to its Clients. Neither Synergy nor any of its Advisory Persons have been subject to a bankruptcy or financial compromise. Synergy is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

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

Effective: March 22, 2024

This Form ADV2A - Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices for Synergy Investment Management, LLC dba Synergy Wealth Alliance ("Synergy" or the "Advisor") services when offering services pursuant to a wrap program. This Wrap Fee Program Brochure shall always be accompanied by the Synergy Disclosure Brochure, which provides complete details on the business practices of the Advisor. If you did not receive the complete Synergy Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the Synergy Disclosure Brochure, please contact the Advisor at (321) 203-4458.

Synergy 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 Synergy to assist you in determining whether to retain the Advisor.

Additional information about Synergy and its advisory persons is available on the SEC's website at www.adviserinfo.sec.gov by searching for the Advisor's firm name or CRD# 305961.

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Item 2 – Material Changes

Form ADV 2A – 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 the Wrap Fee Program offered by the Advisor.

Material Changes

The following material changes have been made to this Wrap Fee Program Brochure since the last filing and distribution to Clients:

- The Advisor has transitioned to SEC registration from registration with the State of Florida.
- As a result of the TD Ameritrade and Charles Schwab merger, the Advisor now recommends the Client custody their assets at Charles Schwab & Co., Inc. Please see Item 9 for additional details.

Future Changes

From time to time, the Advisor may amend this Wrap Fee Program Brochure to reflect changes in the Advisor's 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 Synergy 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 Synergy.

At any time, you may view this Wrap Fee Program Brochure and the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching for the Advisor's firm name or CRD# 305961. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (321) 203-4458.

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Item 4 – Services Fees and Compensation

A. Services

Synergy Investment Management, LLC dba Synergy Wealth Alliance (“Synergy” or the “Advisor”) provides customized investment advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the Synergy Disclosure Brochure (Form ADV 2A). 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 Synergy as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, Synergy includes, in addition to securities transaction fees, custody fees, administrative fees, ACAT fees, and wire fees (herein “Covered Costs”) as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program. Certain Custodians recommended by the advisor do not charge securities transaction fees for exchange-traded funds (“ETFs”) and equity trades in Client accounts but typically charge for mutual funds and other types of investments. The Advisor sponsors the Synergy Wrap Fee Program.

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

B. Program Costs

Advisory services provided by Synergy are offered in a wrap fee structure whereby Covered Costs are included in the overall investment advisory fee paid to Synergy. As the level of activity 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 Covered Costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on the services to be provided to each Client; however, the Client is not charged more if there is higher trading activity or other Covered Costs. A Wrap Fee structure presents a conflict of interest as the Advisor is incentivized to limit the number of trades placed in the Client’s account[s] or to utilize securities that do not have transaction fees. As noted above, certain Custodians recommended by the Advisor do not charge securities transaction fees for ETF and equity trades in Client accounts but typically charge for mutual funds and other types of investments. As such, at these Custodians, the Advisor is incentivized to utilize ETFs and other equity securities to limit the overall costs to the Advisor. The Advisor will only place Client assets into a Wrap Fee Program when it is believed to be in the Client’s best interest. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

C. Fees

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 0.50% to 1.50% annually based on several factors, including the scope and 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 Synergy will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian’s valuation to ensure accurate billing.

The Advisor’s fee is exclusive of and in addition to any applicable securities transaction and custody fee., and other related costs and expenses described below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

For Client account[s] held at Charles Schwab & Co., Inc. (“Schwab”), 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 4) to the total assets under management with Synergy at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee. Clients provide written authorization permitting advisory fees to be deducted by Schwab to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

For Client account[s] held at LPL Financial, LLC (“LPL Financial”), Investment advisory fees are calculated and deducted by the Custodian. The amount due is calculated by applying the following formula: $[(\text{Quarter End Value} \times \text{Advisory Fee}) / 360 \times 90 \text{ Days}]$ to the total assets under management with Synergy at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting the deduction of the investment advisory fee. Clients are urged to also review the statement provided by the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by LPL Financial to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

As noted above, the Wrap Fee Program includes Covered Costs incurred in connection with the discretionary investment management services provided by Synergy as part of its overall investment advisory fee. In addition, all fees paid to Synergy for investment advisory services or part of the Wrap Fee Program 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. The Client may also incur other costs assessed by the Custodian or other third parties, other than the Covered Costs noted above, such as wire transfer fees, fees for trades executed away from the Custodian, and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by Synergy to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).

D. Compensation

Synergy is the sponsor and portfolio manager of this Wrap Fee Program. Synergy receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Covered Costs associated with the management of the Client’s account[s].

Item 5 – Account Requirements and Types of Clients

Synergy offers investment advisory services to individuals, high-net-worth individuals, trusts, estates, businesses, and charitable organizations. Synergy generally requires a minimum relationship size of \$100,000 to effectively implement its investment process. The minimum fee can be waived at the sole discretion of the Advisor. Please see Item 7 – Types of Clients in the Disclosure Brochure for additional information.

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio Manager Selection

Synergy serves as sponsor and portfolio manager for the services under this Wrap Fee Program.

Related Persons

Synergy’s personnel serve as portfolio managers for this Wrap Fee Program. Synergy does not serve as a portfolio manager for any third-party Wrap Fee Programs.

Performance-Based Fees

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

Supervised Persons

Synergy's Advisory Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4.A. of the Disclosure Brochure.

Methods of Analysis

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Program 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. Synergy 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 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 Clients' accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

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.

Proxy Voting

Synergy accepts proxy-voting responsibility for securities held in Client accounts when provided by the Client. The advisory agreement between Synergy and the Client will generally specify whether or not Synergy has the authority to vote proxies on behalf of a particular Client.

Synergy has engaged Broadridge Investor Communication Solutions, Inc ("Broadridge"), a third-party, independent proxy advisory firm, to vote proxies in order to mitigate risks involved with any conflicts of interest that might otherwise arise in the voting of Client proxies. Although Synergy expects to vote proxies according to Broadridge's recommendations, certain issues may need to be considered on a case-by-case basis due to the diverse and continually evolving nature of corporate governance issues. If such cases should arise, then Synergy will devote appropriate time and resources to consider those issues.

Proxy Voting Policy and Procedures

Synergy shall vote proxies in the best interest of its Clients and shall not subrogate the Client's interest to its own. Synergy monitors corporate actions through the Custodian. Synergy receives notice of upcoming proxy votes, meeting and record dates, and other information on upcoming corporate actions by companies in which Synergy Clients are shareholders. Clients may request a copy of Synergy's proxy voting records free of charge by contacting Synergy.

Conflicts of Interest in the Voting Process

On occasion, a conflict of interest may exist between the Advisor and the client regarding the outcome of certain proxy votes. In such cases, the Advisor is committed to resolving the conflict in the best interest of the Clients before voting for the proxy in question.

Client Direction of Voting

Although most of Synergy's Clients for whom the Advisor votes proxies authorize Synergy to vote in accordance with its proxy voting policy, a Client may request that the Advisor votes its proxies in accordance with a different policy. The Advisor will try to accommodate such requests. In addition, a Client may direct Synergy to vote its securities in a particular way on a particular proposal, and the Advisor will seek to do so, assuming timely receipt of the instruction.

Item 7 – Client Information Provided to Portfolio Managers

Synergy is the sponsor and sole portfolio manager for the Program. Synergy does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the Synergy Privacy Policy (included after this Wrap Fee Program Brochure).

Item 8 – Client Contact with Portfolio Managers

Synergy is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at Synergy.

Item 9 – Additional Information

A. Disciplinary Information and Other Financial Industry Activities and Affiliations

There are no legal, regulatory, or disciplinary events involving Synergy or its owner. Synergy 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 or Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 305961.

Please see Item 9 of the Synergy Disclosure Brochure as well as Item 3 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

Please see Item 10 – Other Financial Industry Activities and Affiliations of the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Program Brochure).

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

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

Review of Accounts

Investments in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Synergy under the supervision of the Chief Compliance Officer ("CCO"). Details of the review policies and practices are

Synergy Investment Management, LLC
dba Synergy Wealth Alliance

provided in Item 13 of the Form ADV Part 2A – Disclosure Brochure.

Other Compensation

Participation in Institutional Advisor Platform (LPL Financial)

Synergy has established an institutional relationship with LPL Financial to assist the Advisor in managing Client account[s]. The Advisor receives access to software and related support as part of its relationship with LPL Financial. The software and related systems support may benefit the Advisor but not its Clients directly. In fulfilling its duties to 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 the Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor may receive the following benefits from LPL Financial:

- investment-related research
- pricing information and market data
- software and other technology that provides access to Client account data
- compliance and/or practice management-related publications
- consulting services
- attendance at conferences, meetings, and other educational and/or social events
- marketing support
- computer hardware and/or software
- other products and services used by the Advisor in furtherance of its investment advisory business operations

LPL Financial may provide these services and products directly or may arrange for third-party vendors to provide the services or products to Advisor. In the case of third-party vendors, LPL Financial may pay for some or all of the third party's fees.

These support services are provided to the Advisor based on the overall relationship between the Advisor and LPL Financial. It is not the result of soft dollar arrangements or any other express arrangements with LPL Financial that involves the execution of Client transactions as a condition of the receipt of services. The Advisor will continue to receive the services regardless of the volume of Client transactions executed with LPL Financial. Clients do not pay more for services as a result of this arrangement. There is no corresponding commitment made by the Advisor to LPL Financial or any other entity to invest any specific amount or percentage of Client assets in any specific securities as a result of the arrangement. However, because the Advisor receives these benefits from LPL Financial, there is a conflict of interest as the receipt of these products and services presents a financial incentive for Advisor to recommend that its Clients use LPL Financial's custodial platform rather than another custodian's platform.

Please see Item 14 – Other Compensation in the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on additional compensation that may be received by Synergy or its Advisory Persons. Each Advisory Person's Brochure Supplement provides details on any outside business activities and the associated compensation.

Compensation for Client Referrals

The Advisor does not compensate, either directly or indirectly, any persons who are not supervised persons, for Client referrals.

Financial Information

Neither Synergy nor its management has any adverse financial situations that would reasonably impair the ability of Synergy to meet all obligations to its Clients. Neither Synergy nor any of its Advisory Persons have been subject to a bankruptcy or financial compromise. Synergy is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$500 or more for services to be performed six months or more in the future.

Privacy Policy

Effective: March 22, 2024

Our Commitment to You

Synergy Investment Management, LLC (“Synergy” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Synergy (also referred to as “we,” “our,” and “us”) protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Synergy does not sell your nonpublic personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal nonpublic information is collected and used are set forth in this Policy.

Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address, and phone number[s]	Income and expenses
Email address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

What Information do we collect from other sources?

Custody, brokerage, and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service the account

How do we protect your information?

To safeguard your personal information from unauthorized access and use, we maintain physical, procedural, and electronic security measures. These include such safeguards as secure passwords, encrypted file storage, and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Clients’ personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

How do we share your information?

An RIA shares Clients' personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
Servicing our Clients We may share nonpublic personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, and other financial institutions) as necessary for us to provide agreed-upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. Synergy shares Client information with LPL Financial, with broker-dealer firms having regulatory requirements to supervise certain activities of Advisor's representatives who are also registered with a broker-dealer firm. You may also contact us at any time for a copy of the LPL Financial Privacy Policy.	Yes	No
Marketing Purposes Synergy does not disclose and does not intend to disclose personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Synergy or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your nonpublic personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Synergy does not disclose and does not intend to disclose nonpublic personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of nonpublic personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting the Advisor at (321) 203-4458.