



OneGroup Wealth Partners, Inc.,

Form ADV Part 2A – Disclosure Brochure

Effective: March 26, 2024

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of OneGroup Wealth Partners, Inc., ("OGWP" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at 561-472-2312.

OGWP 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, or reference to our Firm as a "registered investment adviser", does not imply any specific level of skill or training. This Disclosure Brochure provides information about OGWP to assist you in determining whether to retain the Advisor.

Certain Advisory Persons of OGWP provide advisory services under a practice name or "doing business as" name or may have their own legal business entities. However, advisory services are engaged exclusively through OGWP. Additional information about OGWP 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# 306971.

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CRD # 306971/SEC#:801-120561

Advisory Persons, Practice Names and Locations

Certain Advisory Persons market and deliver advisory services under a practice name or “doing business as” or may have their own legal business entities whose business names and logos appear on marketing materials as approved by OGWP, or client statements approved by the custodian. It is important to note that the businesses are legal entities of the Advisory Persons and not of OGWP, nor the custodian. Additionally, the business entity may provide services other than the services offered by the Advisor Person as disclosed in this Disclosure Brochure and also provided to Client in each Advisory Person’s personalized disclosure Brochure Supplement. However, advisory services are engaged exclusively through OGWP. Detailed information regarding each Advisory Person is contained in the respective Form ADV 2B (“Brochure Supplement”). In addition, practice names and branch office locations are listed on Schedule D of OGWP’s Form ADV Part 1.

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 OGWP.

The Advisor 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. The Advisor 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 on and distribution of this Disclosure Brochure to Clients:

Item 4 has been revised to include additional information regarding our advisory services. Items 4 and 5 have been revised to provide additional information on wrap programs.

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.

You may view the current Disclosure Brochure on-line at the SEC’s Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 306971. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at 561-472-2312.

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Item 4 – Advisory Services

A. Firm Information

OneGroup Wealth Partners, Inc., (“OGWP” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a corporation under the laws of New York. OGWP was founded in January 2020, and is owned and operated by Community Bank, N.A (Community Bank). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by OGWP. The Advisor also operates under the d/b/a One Group Wealth Investment Services.

B. Advisory Services Offered

OGWP offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations 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. OGWP’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

OGWP provides customized investment advisory solutions for its Clients 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 the Advisor), the 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. This is achieved through continuous personal Client contact and interaction while providing discretionary and non-discretionary investment management and related advisory services. OGWP 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. OGWP will then construct an investment 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 individual stocks, or bonds to meet the needs of its Clients. The Advisor may retain certain legacy investments based on a Client’s legacy investments based on portfolio fit and/or tax considerations.

OGWP’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. The Advisor 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.

Once allocated, the Advisor provides ongoing monitoring and review of account performance, asset allocation and client investment objectives.

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

Retirement Rollovers-Potential for 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 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. If Advisor provides a recommendation as to whether a client should engage in a rollover or not, Advisor is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. No client is under any obligation to roll over retirement plan assets to an account managed by Advisor.

Independent Managers. The Advisor may allocate a portion of the client's investment assets among unaffiliated independent investment managers in accordance with the client's designated investment objective(s). In such situations, the Independent Manager(s) shall have day-to-day responsibility for the active discretionary management of the allocated assets, including, to the extent applicable, proxy voting responsibility. Advisor shall continue to render investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. Factors that 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, Advisor's investment advisory fee disclosed at Item 5 below. The Advisor will 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).

Retirement Plan Advisory Services.

OGWP provides 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

- Ongoing Investment Recommendation and Assistance 3(21)

These services are provided by OGWP 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 OGWP's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

Financial Planning Services.

OGWP will typically provide a variety of financial planning and consulting services to Clients, either as a component of investment management services or pursuant to a written financial planning agreement. 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 savings, education savings, and other areas of a Client's financial situation.

The Advisor may provide financial planning and/or consulting services (including investment and non-investment related matters, including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. The

Advisor offers financial planning on a project and ongoing basis.

Prior to engaging the Advisor to provide planning or consulting services, clients are generally required to enter into a consulting agreement with Advisor setting forth the terms and conditions of the engagement (including termination), describing the scope of the services to be provided, and the portion of the fee that is due from the client prior to Advisor commencing services. If requested by the client, the Advisor may recommend the services of other professionals for implementation purposes, including certain of the Advisor's representatives in their individual capacities as licensed insurance agents or registered representatives of LPL Financial (See disclosure at Item 10.C below). 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 the Advisor.

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, establish education savings and/or charitable giving programs. OGWP 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 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 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.

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services.

To the extent requested by the client, Advisor will generally provide financial planning and related consulting services regarding matters such as tax and estate 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, extraordinary matters, 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. Please Also Note: Advisor does not serve as an attorney or accountant and no portion of our services should be construed as same. Accordingly, Advisor does not prepare legal documents or tax returns To the extent requested by a client, we may recommend the services of other professionals for non-investment implementation purpose (i.e., attorneys, accountants, insurance, etc.), including our own representatives in their capacity as licensed insurance agents. The client is not under any obligation to engage any such professional(s). 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. If the client engages any professional (i.e., attorney, accountant, insurance agent, etc.), recommended or otherwise, and a dispute arises thereafter relative to such engagement, the engaged professional shall remain exclusively responsible for resolving any such dispute with the client. At all times, the engaged licensed professional(s) (i.e., attorney, accountant, etc.), and not Advisor, shall be responsible for the quality and competency of the services provided.

Custodian Charges – Additional Fees. As discussed below at Item 12 below, when requested to recommend a broker-dealer/custodian for client accounts, Advisor generally recommends certain broker-dealers and custodians for client investment management assets. Broker-dealers 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, generally (with potential exceptions) do not currently charge fees on individual equity transactions (including ETFs), others do. Please Note: there can be no assurance that recommended broker-dealer will not change their transaction fee pricing in the future. Please Also Note: Broker-dealers may also assess fees to clients who elect to receive trade confirmations and account statements by regular mail rather than electronically. Tradeaways: When beneficial to the client, individual fixed-income and/or equity transactions may be effected through broker-dealers with whom Advisor and/or the client have entered into arrangements for prime brokerage clearing services, including effecting certain client transactions through other SEC registered and FINRA member broker-dealers (in which event, the client generally will incur both the transaction fee charged by the executing broker-dealer and a "trade-away" fee charged by custodian/broker -dealer). The above 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: To the extent that the Advisor executes transactions in conjunction with a wrap program and use of asset based pricing, transaction fees shall generally be included in the wrap advisory fee paid to the wrap program sponsor

Portfolio Activity. Advisor has a fiduciary duty to provide services consistent with the client's best interest. 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 or /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 unnecessary. Clients remain subject to the fees described in Item 5 below during periods of portfolio 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).

Use of Mutual Funds and Exchange Traded Funds: While Advisor may recommend allocating investment assets to mutual funds and exchange traded funds that are not available directly to the public, Advisor may also recommend that clients allocate investment assets to publicly available mutual funds and exchange traded funds that the client could obtain without engaging Advisor as an investment adviser. However, if a client or prospective client determines to allocate investment assets to publicly available mutual funds or exchange traded funds without engaging Advisor as an investment adviser, the client or prospective client would not receive the benefit of Advisor's initial and ongoing investment advisory services. Please Note: In addition to Advisor's investment advisory fee described below, and transaction and/or custodial fees discussed below, 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).

Please Note: Non-Discretionary Service Limitations: Clients that determine to engage Advisor on a non-discretionary investment advisory basis must be willing to accept that Advisor cannot effect any account transactions without obtaining prior consent to any such transaction(s) from the client. Thus, in the event of a market correction during which the client is unavailable, Advisor will be unable to effect any account transactions (as it would for its discretionary clients) without first obtaining the client's consent

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.

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 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, 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.

Fee Differentials. Advisor, in its discretion, may charge a lesser investment advisory fee, charge a flat fee, waive its fee entirely, or charge fee on a different interval, 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, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As a result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees

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.

C. Client Account Management

Prior to engaging OGWP 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 – The Advisor in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – The Advisor 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 – The Advisor will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – The Advisor will provide investment management and ongoing oversight of the Client's investment portfolio.

D. Client Obligations. In performing our 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, it remains each client's responsibility to promptly notify Advisor if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising our previous recommendations and/or services.

- E. Please Note: Investment Risk.** Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Advisor) will be profitable or equal any specific performance level(s).
- F. Disclosure Brochure.** A copy of the Advisor's written Brochure as set forth on Part 2A of Form ADV and Form CRS (Client Relationship Summary) shall be provided to each client prior to, or contemporaneously with, the execution of an agreement between the client and the Advisor

G. Wrap Fee Programs

Wrap Program-Conflict of Interest. Advisor also provides services on a wrap fee basis as a wrap program sponsor. Under 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. Participation in a wrap program can cost the client more or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in Advisor's Wrap Fee Program Brochure. Conflict of Interest. Because wrap program transaction fees and/or commissions are being paid by Advisor to the account custodian/broker-dealer, Advisor should have an economic incentive to maximize its compensation by seeking to minimize the number of transaction fee trades in the client's account. See separate Wrap Fee Program Brochure.

Please Note: As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by Advisor for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

Separately, in the event that Advisor is engaged to provide investment advisory services as part of an unaffiliated wrap-fee program, Advisor will be unable to negotiate commissions and/or transaction costs. The program sponsor will determine the broker-dealer through which transactions must be effected, and the amount of transaction fees and/or commissions to be charged to the participant investor accounts. Participation in a wrap program may cost the participant more or less than purchasing such services separately. Higher transaction costs adversely impact account performance

H. Assets Under Management

As of December 31, 2023, OGWP manages \$89,125,238 in Client assets, on a discretionary basis and \$3,724,978 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 a written agreement with the Advisor.

A. Fees for Advisory Services

Investment Management Services

Investment advisory fees are paid 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 calendar quarter. Investment advisory fees range to a maximum of 2.00%. The fee is determined

by evaluating the complexity of services to be provided, level of assets being 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 the Advisor will be independently valued by the Custodian. OGWP will conduct periodic reviews of the Custodian's valuations.

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.

The Advisor's investment advisory fee is negotiable at Advisor's discretion, depending upon objective and subjective factors including but not limited to: the amount of assets to be managed; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professional(s) rendering the service(s); prior relationships with the Advisor and/or its representatives, and negotiations with the client. As a result of these factors, similarly situated clients could pay different fees, the services to be provided by the Advisor to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above.

WRAP FEE PROGRAM

If a client determines to engage Advisor to provide investment management services on a wrap fee basis in accordance with Advisor's Program, 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, 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, and investment management fees. 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. Participation in a wrap program may cost the client more or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in the Advisor's Wrap Fee Program Brochure. Conflict of Interest. Because wrap program transaction fees and/or commissions are being paid by Advisor to the account custodian/broker-dealer, Advisor could have an economic incentive to maximize its compensation by seeking to minimize the number of trades in the client's account. See separate Wrap Fee Program Brochure. The current annual Program fee range is negotiable to a maximum annual management fee of 2.00%, depending upon the amount and type of the Program assets. Certain costs, such as IRA and check writing fees may be charged separately. Advisor shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter. Accounts maintained at Schwab may be billed, in advance, on a monthly basis

Use of Independent Managers

As noted in Item 4, the Advisor may implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee and are billed in advance or

arrears, pursuant to the terms of the retirement plan advisory agreement. Retirement plan fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable depending on the size and complexity of the Plan. Retirement plan advisory service fees range to a maximum of 2.00%. The fee is determined by evaluating the complexity of services to be provided, level of assets being 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.

Financial Planning Services

OGWP offers financial planning services either on an hourly or fixed fee basis, or on an annual retainer basis. Hourly fees range from \$175 to \$350 per hour. Fixed fees range from \$1,500 to \$3,500 per engagement. Annual fees range from \$500 to \$5,000. 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 total costs will be provided to the Client prior to engaging for these services.

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 respective quarter end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with OGWP at the end of the prior calendar quarter. 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 OGWP 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 Client accounts implemented through an Independent Manager, the Advisor and the Independent Manager can each assume the responsibility for calculating and deducting their respective fees from the Client's account[s]. Certain Independent Managers may also include their advisory fee with the Advisor's fee.

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.

Financial Planning Services

For hourly and fixed fee engagements, financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable[s]. Annual fees are invoiced quarterly at the beginning of each quarter.

C. Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than OGWP in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all securities execution and custody fees charged by the Custodian, if applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, provided that the Client's accounts meet the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by the Advisor are separate and distinct from these custody and execution fees. OGWP may include Covered Costs as part of its overall investment advisory fee through the OneGroup Wealth Wrap Fee Program. In the OneGroup Wealth Wrap Fee Program securities transaction fees for Client-directed trades may be charged back to the client. Please Item 4.D above as well as Wrap Fee Program Brochure.

In addition, all fees paid to the Advisor 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 the Advisor, but would not receive the services provided by OGWP 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 the Advisor 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

OGWP will be 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. 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.

Use of Independent Managers

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best or 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 or the Advisor and the Independent Manager. OGWP will assist the Client with the termination and transition as appropriate.

For accounts held at LPL Financial, LPL will deduct all advisory fees on behalf of the Advisor.

Retirement Plan Advisory Services

OGWP is compensated for its services in advance of the quarter in which advisory services are rendered. Either party may request to terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. 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. The Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

Financial Planning Services

OGWP may require an advance deposit as described above. 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 actual hours logged on the planning project times the contractual hourly rate or in the case of a fixed fee engagement, the percentage of the engagement scope completed by the Advisor. Upon termination of an ongoing planning engagement, the Advisor will refund any unearned, prepaid financial planning fees from the effective date of termination to the end of the quarter. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Certain Advisory Persons of OGWP are also registered representatives of LPL Financial LLC ("LPL Financial"), a securities broker-dealer, and a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). This activity is conducted under the DBA Community Investment Services Inc. 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 OGWP. 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 OGWP'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. First, Clients are under no obligation, contractually or otherwise, to implement securities products through the Advisor or Advisory Persons. Second, OGWP 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.

Mr. Mathison is a non-producing registered representative of Hand Securities, Inc. ("Hand"), a limited purpose broker-dealer, and member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Mr. Mathison is a Trust Officer servicing 401(k) and IRA clients but does not earn commissions for this activity. First, Clients are under no obligation, contractually or otherwise, to implement securities products through the Advisor or Advisory Persons. Second, OGWP 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.

Certain Advisory Persons are also licensed insurance professionals. In their separate capacities as insurance professionals with Community Investment Services Insurance Agency, which is controlled by Community Bank, N.A. These Advisory Persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by these persons are separate and in addition to advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of the Advisor who are insurance agents have 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 any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

Clients may purchase investment products recommended by Advisor through other, non-affiliated broker-dealers or agents. However, when purchasing these securities and investment products away from OGWP, you will not receive the benefit of the advice and other services we provide.

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 Advisor recommends to its clients.

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

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

OGWP offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations 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.

OGWP generally does not impose a minimum relationship size, however certain independent managers may impose a minimum fee. Although OGWP generally does not impose a minimum, certain independent managers may have such minimums. Any minimums applicable to these managers will be disclosed in their Form ADV 2A or similar disclosure document.

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

A. Methods of Analysis

OGWP primarily employs a fundamental analysis method in developing investment strategies for its Clients. Research and analysis from the Advisor are 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. This criteria consists generally of 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.

As noted above, the Advisor generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. OGWP 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, the Advisor 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. The Advisor 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 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 approach:

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.

Past performance is not a guarantee of future returns. Investing in securities and other investments involve 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 OGWP or any of its Management Persons. OGWP values the trust you 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 by searching with the Advisor's firm name or CRD# 306971.

Item 10 – Other Financial Industry Activities and Affiliations

Nottingham Advisors Inc. (CRD#104928)

OGWP is under common ownership and control with Nottingham Advisors Inc. ("Nottingham"), an SEC registered investment advisor (CRD#104928). Nottingham provides investment advisory services to registered investment advisors, individuals, trusts, corporations, foundations, endowments and pension funds. OGWP may recommend Nottingham as an Independent Manager for Client portfolios. This poses a conflict of interest as management persons will benefit from additional revenues generated. Clients of OGWP are under no obligation to accept the recommendations of OGWP to engage with Nottingham for advisory services. To ensure that OGWP is selecting Independent Managers that are in the Client's best interest, the Advisor has implemented risk controls and disclosure framework to ensure these conflicts are addressed.

Bank Affiliation – Community Bank, N.A.

The Advisor is a wholly-owned subsidiary and controlled by Community Bank, N.A. (“Community Bank”). Community Bank is a commercially-focused financial institution and through its banks, offers a wide range of commercial, business and retail banking services, including a full complement of cash management products, on-line banking services, consumer and residential loans and investment services designed to meet the financial needs of small-to mid-sized businesses and retail customers. Community Bank may refer prospective clients to utilize the services of OGWP for retail customer wealth management needs. Additionally, OGWP may refer Clients to Community Bank for banking needs. This presents a conflict of interest as Community Bank stands to benefit from additional revenue if Clients engage OGWP for services. Clients are not obligated to utilize the services of Community Bank in order to remain a Client of the Advisor.

Hands Benefits & Trust

The Advisor is under common ownership and control with Hands Benefits & Trust (“HB&T”). HB&T is a national provider of retirement plans, benefit plans, fund administration, and institutional trust services. HB&T may refer prospective clients to utilize the services of OGWP for retail customer wealth management needs. Additionally, OGWP may refer Clients to HB&T for trust services. This presents a conflict of interest as HB&T stands to benefit from additional revenue if Clients engage OGWP for services. Clients are not obligated to utilize the services of HB&T in order to remain a Client of the Advisor.

OneGroup NY Inc.

The Advisor is under common ownership and control with OneGroup Insurance (“OneGroup”). OneGroup offers business and personal insurance, numerous risk management services such as workers compensation and insurance premium recovery, claims advocacy, and annual insurance placement and risk reviews, employee benefits, and human resources services and consulting. OneGroup may refer prospective clients to utilize the services of OGWP for retail customer wealth management needs. Additionally, OGWP may refer Clients to OneGroup for insurance needs. This presents a conflict of interest as OneGroup stands to benefit from additional revenue if Clients engage OGWP for Insurance services. Clients are not obligated to utilize the services of OneGroup in order to remain a Client of the Advisor.

Benefit Plans Administrative Services, Inc.

The Advisor is under common ownership and control with Benefit Plans Administrative Services, Inc. (“BPAS”). BPAS is a national provider of retirement plans, benefit plans, fund administration, actuarial and pension services, public-sector benefits and VEBA, health and welfare plans, and institutional trust services. BPAS may refer prospective clients to utilize the services of OGWP for retail customer wealth management needs. Additionally, OGWP may refer Clients to BPAS for trust services. This presents a conflict of interest as BPAS stands to benefit from additional revenue if Clients engage OGWP for services. Clients are not obligated to utilize the services of BPAS in order to remain a Client of the Advisor.

Broker-Dealer Affiliation

As noted in Item 5, certain Advisory Persons of OGWP are also registered representatives of LPL Financial, LLC. This activity is conducted under the DBA Community Investment Services Inc. 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 OGWP. Neither OGWP 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 supervision by 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.

As noted in Item 5, Mr. Mathison is a non-producing registered representative of Hand Securities, Inc. (“Hand”). Mr. Mathison is a Trust Officer servicing 401(k) and IRA clients but does not earn commissions for this activity. Under supervision by Hand 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.

Insurance Agency Affiliations

As noted in Item 5, Certain Advisory Persons are also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from their/one's role with OGWP. As an insurance professional, the Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. The 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. 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 Persons or the Advisor.

OGWP does not participate in any solicitation or referral arrangements where it directs business to other Advisors.

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

A. Code of Ethics

OGWP 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 OGWP ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. OGWP and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of OGWP'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 561-472-2312.

B. Personal Trading with Material Interest

OGWP allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. OGWP 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. OGWP does not have a material interest in any securities traded in Client accounts.

C. Personal Trading in Same Securities as Clients

OGWP 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, we have 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 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 OGWP requiring the 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 OGWP 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 OGWP, or any Supervised Person of OGWP transact in any security to the detriment of any Client.**

Item 12 – Brokerage Practices

A. Recommendation of Custodian[s]

OGWP does not have discretionary authority to select the broker-dealer/custodian for custody and execution

services. The Client will engage Charles Schwab & Co, Inc. ("Schwab"), LPL Financial, AssetMark, and SEI as broker-dealer/custodian (hereinafter, the "Custodian") to safeguard Client assets and authorize the Advisor to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, the Advisor does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where the Advisor does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. OGWP 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. As certain Advisory Persons are also registered representatives of LPL Financial, OGWP 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. Schwab is an independent and unaffiliated FINRA/SEC- registered broker-dealer. Schwab offers to independent investment Advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from Schwab through its participation in the program.

OGWP receives support services and/or products from LPL Financial, many of which assist the OGWP to better monitor and service program accounts maintained at LPL Financial; however, some of the services and products benefit [Advisor] and not client accounts. These support services and/or products may be received without cost, at a discount, and/or at a negotiated rate, and may include the following:

- 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
- 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 [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 [Advisor] based on the overall relationship between OGWP 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 to the receipt of services. OGWP 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 OGWP to LPL 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 Advisor receives these benefits from LPL Financial, there is a potential conflict of interest. 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.

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

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. OGWP **does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodians it**

recommends. Please see Item 14 below.

1. Brokerage Referrals – OGWP does not receive any compensation from any third party in connection with the recommendation for establishing an account.

2. Directed Brokerage – All Clients are serviced on a “directed brokerage basis”, where OGWP 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]). The Advisor 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. OGWP will execute its transactions through the Custodian as authorized by the Client.

OGWP 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 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 the Chief Compliance Officer of OGWP. 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 the Advisor 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 OGWP

As referenced in Item 12 above, the Advisor may receive an economic benefit from the broker-dealer custodians. The Advisor, without cost (and/or at a discount), may receive support services and/or products from these firms.

Advisor's clients do not pay more for investment transactions effected and/or assets maintained at these custodians as a result of this arrangement. There is no corresponding commitment made by the Advisor to the custodians or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

The Advisor may also receive expense reimbursement from certain unaffiliated third party vendors in exchange for inviting such vendors to speak at educational seminars sponsored by the Advisor, as detailed in Item 12 above.

The Advisor's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above arrangements and any corresponding perceived conflict of interest any such arrangements may create.

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

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

In addition, certain clients have established asset transfer authorizations that permit the qualified custodian to rely upon instructions from OGWP to transfer client funds or securities to third parties. These arrangements are disclosed at Item 9 of Part 1 of Form ADV. However, in accordance with the guidance provided in the SEC's February 21, 2017 Investment Adviser Association No-Action Letter, the affected accounts are not subject to an annual surprise CPA examination.

Item 16 – Investment Discretion

OGWP 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 the Advisor. 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 the Advisor will be in accordance with each Client's investment objectives and goals.

Item 17 – Voting Client Securities

OGWP 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

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

Privacy Policy

Effective: July 14, 2023

Our Commitment to You

OneGroup Wealth Partners, Inc., ("OGWP" 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. OGWP (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.

OGWP does not sell your non-public 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 non-public 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
E-mail 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 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 Client's 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 Client 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 non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, 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. OGWP shares Client information with LPL Financial, LLC ("LPL Financial") due to the oversight LPL Financial has over certain supervised persons of the Advisor. You may also contact us at any time for a copy of the LPL Financial Privacy Policy.	Yes	No
Marketing Purposes OGWP 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 OGWP 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 non-public 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 OGWP does not disclose and does not intend to disclose, non-public 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 non-public 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 561-472-2312.