

**Item 1: Cover Page**

**Firm Brochure**

(Part 2A of Form ADV)

**Transatlantique Private Wealth, LLC**

**520 Madison Avenue, 37<sup>th</sup> Floor**

**New York, NY 10022**

**t - 212-644-4219**

**f - 212-644-7504**

This Brochure provides information about the qualifications and business practices of Transatlantique Private Wealth, LLC. If you have any questions about the contents of this Brochure, please contact us at: 212-644-4219, or by email at: [lecozpc@banquetransatlantique.com](mailto:lecozpc@banquetransatlantique.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC"), or by any state securities authority.

Additional information about Transatlantique Private Wealth, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**March 27, 2019**

## Item 2: Material Changes

---

### Annual Update

This *Material Changes* section of the Brochure will be updated annually and as soon as a material change occurs to this initial Form ADV Part 2 and any subsequent release of this Brochure.

---

### Material Changes since the Last Update

There have been no material changes since the last brochure dated March 28, 2018.

---

### Full Brochure Available

Whenever you would like to receive a current complete copy of the Transatlantique Private Wealth, LLC Firm Brochure, please contact us by telephone at: 212-644-4219; or, by email at: [lecozpc@banquetransatlantique.com](mailto:lecozpc@banquetransatlantique.com).

\* Any reference to Transatlantique Private Wealth, LLC being a registered investment adviser does not imply that the company or any of its management has achieved a certain level of skill or training.

## Item 3: Table of Contents

<b>Item 1: Cover Page .....</b>	<b>i</b>
<b>Item 2: Material Changes .....</b>	<b>i</b>
Annual Update .....	i
Material Changes since the Last Update .....	i
Full Brochure Available .....	i
<b>Item 3: Table of Contents .....</b>	<b>1</b>
Firm Description.....	3
Principal Owners.....	4
Types of Advisory Services.....	4
Tailored Relationships and Restrictions.....	4
Advisory Agreement.....	6
Investment Advisory Agreements and Disclosure of Conflicts of Interest .....	7
Termination of Agreement .....	7
<b>Item 5: Fees and Compensation .....</b>	<b>7</b>
Description .....	7
Advisory Fees .....	8
Fee Billing .....	10
Other Fees .....	10
Expense Ratios, Management and Performance Fees.....	11
<b>Item 6: Performance-Based Fees.....</b>	<b>11</b>
Sharing of Capital Gains .....	11
<b>Item 7: Types of Clients .....</b>	<b>12</b>
Description .....	12
Account Minimums.....	12
<b>Item 8: Methods of Analysis, Investment Strategies and Risk of Loss .....</b>	<b>12</b>
Methods of Analysis, Sources of Information, and Investment Strategies .....	12
Investment Philosophy.....	13
Risk of Loss .....	15
<b>Item 9: Disciplinary Information.....</b>	<b>16</b>
Legal and Disciplinary.....	16
<b>Item 10: Other Financial Industry Activities and Affiliations .....</b>	<b>16</b>
Financial Industry Activities.....	16
Affiliations and the Mitigation of Potential Conflicts of Interest.....	17

<b>Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</b>	<b>19</b>
Code of Ethics.....	19
Participation or Interest in Client Transactions.....	19
Personal Trading.....	20
<b>Item 12: Brokerage Practices .....</b>	<b>20</b>
Selecting Brokerage Firms.....	20
Best Execution and Order Aggregation.....	21
Soft Dollars .....	21
<b>Item 13: Review of Accounts.....</b>	<b>21</b>
Periodic Reviews .....	21
Nature and Frequency of Regular Reports to Clients .....	22
<b>Item 14: Client Referrals and Other Compensation.....</b>	<b>23</b>
Soliciting on Behalf of Other Investment Advisers .....	23
<b>Item 15: Custody .....</b>	<b>23</b>
Custodians and Account Statements.....	23
Performance Reports and Net Worth or Value Statements .....	24
<b>Item 16: Investment Discretion .....</b>	<b>24</b>
Discretionary Authority for Trading.....	24
<b>Item 17: Voting Client Securities.....</b>	<b>24</b>
Proxy Votes .....	24
<b>Item 18: Financial Information .....</b>	<b>24</b>
Financial Condition .....	24
<b>Business Continuity Plan .....</b>	<b>25</b>
General .....	25
Disasters .....	25
Alternate Offices .....	25
<b>Information Security Program.....</b>	<b>25</b>
Information Security .....	25
Privacy Notice .....	25

## Item 4: Advisory Business

---

### Firm Description

Transatlantique Private Wealth, LLC (“TPW;” the “Firm;” “Adviser”) is a New York limited liability company and an SEC registered investment advisory firm with its office in New York, New York. The Firm was formed in December 2013 and commenced business operations on April 4, 2014.

TPW is wholly owned by Banque Transatlantique S.A., a bank headquartered in Paris, France (“Banque Transatlantique”), that specializes in private banking services and wealth management. Banque Transatlantique is a wholly owned subsidiary within the Credit Mutuel Alliance Federale group of companies domiciled in France and Europe.

TPW provides investment advisory services on a non-discretionary and discretionary basis primarily to high net worth individuals with international investment exposure. TPW is in a position to assist such investors to maneuver through the cross-border intricacies between the USA and France. Accordingly, the Firm’s target client base is mainly French expatriates in the United States and U.S. persons owning euro denominated assets and property. The Firm creates asset allocation plans for its clients and assists them to distribute their investments across the various asset classes. TPW is also able to offer tailored advice that leverages the expertise of TPW’s affiliated companies in France and Europe.

The Firm’s advisory services are typically provided to clients as an ongoing service pursuant to an Advisory Agreement. Such services may include advice and guidance on debt management; currency management; risk management; long-term project funding; executive compensation; stock options and RSUs; and, investment portfolio construction. The investment advisory fee is the only fee the Firm charges (see *Investment Advisory Agreements*).

In some instances, advice may be provided as a limited engagement that focusses on a specific investment or financial issue, rather than comprehensive portfolio management, at the request of the client and at the sole discretion of the Adviser.

The Firm may also provide to certain high-net worth individuals the opportunity to have their portfolios managed by a sub-adviser, which may be engaged by the Firm. TPW would monitor the performance of any such independent manager on behalf of the advisory client, in terms of the manager’s authority to operate in the jurisdiction in which the client resides as well as in terms of matters including the manager’s expertise relative to the client’s needs.

All clients are required to sign an Advisory Agreement outlining the terms and conditions of the engagement as described below. TPW will provide a copy of this Brochure (Form ADV Part 2) to each client prior to the execution of an Advisory Agreement. Any client, who does not receive a copy of the current TPW Brochure at least 48 hours prior to executing the Advisory Agreement, is permitted five business days to rescind the engagement without penalty.

As of February 28, 2019, upon the filing of Amendments to the Forms ADV Parts 1 & 2, TPW has approximately \$123,000,000 Regulatory Assets Under Management.

---

## Principal Owners

TPW is wholly owned by Banque Transatlantique S.A., a subsidiary within the Credit Mutuel Alliance Federale group of companies domiciled in France and Europe. Banque Transatlantique S.A. is owned 100% by CIC (Credit Industriel et Commercial), which in turn is 94% owned by Banque Federative de Credit Mutuel (“BFCM”), which itself is 93% owned by Caisse Federale de Credit Mutuel.

---

## Types of Advisory Services

As stated in the *Firm Description* TPW offers consulting services to private clients with respect to asset allocation and asset management. TPW advises its clients as to the optimal allocation of their assets (defined in the Advisory Agreement as the client’s Account) and recommends to the advisory client the optimal mutual fund or funds that could meet the advisory client’s needs in each asset class. The Firm may also recommend other investment advisers, which may invest all or part of a client’s separate account portfolio in stocks and fixed income instruments on a discretionary basis mainly in the U.S. or European markets. Such an arrangement would be subject to a separate advisory agreement with the outside manager, which TPW would supervise as a sub advisor. Accordingly, TPW recommends various types of investments to its clients, which include mutual funds, stocks (including ETFs), fixed income instruments (i.e., bonds and money market instruments), structured products and similar offerings by unaffiliated third-party managers.

The Firm’s advisory services also include advising clients in regard to debt management; currency management; risk management; long-term project funding; executive compensation; stock options and RSUs; and, investment portfolio construction. Such advice is part of the Firm’s process, where applicable, when discussing asset allocation and asset management with the advisory client. There is no additional fee for such services. The only fee a TPW advisory client will be assessed is the advisory fee described below in *Fees and Compensation*.

TPW does not at this time participate in *wrap fee programs*, whether recommending that its clients participate in them or by providing portfolio management services to such programs.

---

## Tailored Relationships and Restrictions

The nature of TPW’s primary advisory business is that it tailors its advisory services to the specific needs of the client. Based on suitability information gathered for a particular client, including financial condition, investment objectives, investment risk profile and other factors that may be relevant to the proposed investments by a client, TPW will advise the client about the allocation of their assets into specific investments across different forms of investments and investment managers, including, without limitation, designation of other portfolio managers, who will actually invest and reinvest within specified asset classes on behalf of the client. There is no minimum portfolio size. However, the MINIMUM QUARTERLY ADVISORY FEE IS \$3000 (see *Advisory Fees* below). In terms of the Firm’s advisory fee schedule, current client relationships may exist where the fees are higher or lower than the fee schedule below

in *Advisory Fees* due to a negotiated rate. However, in no event would the TPW advisory fee charged to a client ever be greater than 3% of client Assets Under Management (“AUM”).

On an ongoing basis, the Firm will monitor the performance in a client’s portfolio after the initial Asset Allocation Plan is implemented and report that performance to the client, whether monthly, quarterly, or at intervals requested by the client. TPW would also recommend from time to time modifications to the Plan.

In the context of this asset allocation approach, TPW will tailor its services to the needs and desires of the individual client.

Clients may ask that certain investment restrictions be placed on their Accounts. It is the policy of TPW to agree to client-imposed investment restrictions only if the clients and TPW are able to agree upon restrictions that are clear and actionable. TPW will ensure that where possible the advisory client will provide a list of prohibited securities (e.g., Anheuser Busch, etc., instead of a list of types of prohibited securities such as "sin stocks," etc.). Where only restrictions on the types of securities are agreed-to, TPW requires as much written specificity as possible (e.g., brewing of alcoholic beverage or distribution of liquor, or both). Where a client places specific restrictions on the Account there will be a specific contractual provision in the Advisory Agreement addressing prohibited investments that obligates TPW to make its “best efforts” to comply with the client restriction since the vast majority of client investments will be managed by mutual fund managers not associated with TPW.

### **Investment & Wealth Advisory Services**

TPW’s ongoing advisory services can be enhanced for wealthier clients into an overall analysis of the client’s financial circumstance. These services are typically provided to clients with net worth in excess of US \$1,000,000 and/or with the specific need for professional expertise in regard to the cross border financial issues affecting the United States and France. No additional fee would be charged for such services.

TPW will propose an asset allocation plan based on a suitability profile derived from a thorough review of the client’s financial situation and objectives as well as the client’s level of risk aversion. With this information in hand the Adviser is able to leverage the asset allocation modeling developed by TPW’s affiliate, Dubly Transatlantique Gestion, a Paris based adviser, and the mutual fund analysis and recommendations developed by the Credit Mutuel Alliance Federale asset management teams based in Paris, Brussels, and Luxembourg.

### **Independent Managers**

TPW may recommend that a client allocates a portion of its assets across independent investment managers, unaffiliated with TPW, in accordance with the client’s approved asset allocation plan. In such situations, the independent managers would have primary day-to-day management responsibilities for the active discretionary management of the allocated assets in a separate Account. TPW would remain responsible for monitoring the performance of these sub-advisers on behalf of the advisory client to ensure that the

Account remains properly allocated, and the investment objectives of the client and performance of the Account remain in accordance with the overall plan. Factors that TPW considers in recommending these sub-advisers include the client's investment objectives, the adviser's management style, performance, reputation, financial strength, reporting, costs, and research capabilities.

### **Limited Engagements**

Generally, the Firm does not enter into limited engagements. However, if the Firm were to enter into a limited engagement, the scope of the work would be clearly defined and the engagement would be terminated upon delivery of the contracted advice. TPW does not typically provide an overall client profile and investment plan in conjunction with its investment advisory services pursuant to a limited engagement. Rather, the focus is on providing analysis and actionable recommendations relating to financial decisions of an immediate nature to the client.

### **Implementation**

TPW offers investment advice on a discretionary and non-discretionary basis. For accounts managed on a non-discretionary basis, the advisory client makes all final decisions regarding the implementation of investment recommendations, including the determination of the timing and execution of portfolio trades. TPW provides its advice and the client retains absolute discretion over the implementation of portfolio management. The client is always free to accept or reject a recommendation by TPW.

For accounts managed on a discretionary basis, please refer to Item 16. Investment Discretion within this brochure (page 24).

### **Other Services**

TPW may provide as part of its advisory services to its clients information regarding non-investment related matters, such as estate planning, insurance, etc. No additional fee would be charged for such services. Neither TPW, nor any of its representatives or affiliates, purports to provide accounting advice. To the extent requested by an advisory client and within the available expertise of the Firm, TPW may recommend the services of other professionals for certain non-investment implementation purposes (i.e. attorneys, accountants, etc.). The advisory client, of course, retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from TPW.

---

### **Advisory Agreement**

TPW does not conduct Financial Planning or Tax Preparation services. TPW's traditional business model is to offer clients asset allocation construction services and recommendations regarding mutual fund managers across the agreed-upon asset classes.



---

## **Investment Advisory Agreements and Disclosure of Conflicts of Interest**

All clients receive and sign the Advisory Agreement at the commencement of the advisory relationship. The Firm will work with the client to understand the client's suitability profile and will develop with the client an asset allocation plan, whereby the TPW portfolio manager will then recommend various mutual funds, exchange-traded funds ("ETFs"), and structured products to satisfy the requirements of each asset class recommended or will recommend external portfolio managers.

### **Conflicts of Interest**

One of the main purposes of this Form ADV Part 2A and the Advisory Agreement is for TPW to be able to fully and properly present its investment advisory services AND to fully and clearly disclose any material conflicts of interest that may exist between the interests of the Adviser and the advisory client. State and federal laws and regulations provide that failing to disclose to an advisory client in writing before entering or renewing an advisory agreement with that client any material conflicts of interest regarding the Adviser, its representatives or any of its employees, which could be reasonably expected to impair the rendering of unbiased and objective advice does not promote fair, equitable or ethical principles. Accordingly, both this Form ADV Part 2A and the Advisory Agreement are intended by the Adviser to disclose all material conflicts of interest to the advisory client.

---

## **Termination of Agreement**

TPW's Advisory Agreements can be terminated by either the client or the Firm, upon written notice of termination from either party to the other, or as otherwise agreed between the client and TPW. If termination occurs other than at the end of a quarter, TPW will be entitled to its investment advisory fee for the portion of the quarter elapsed prior to termination, pro-rated based on the actual number of calendar days in that specific calendar quarter and the actual number of calendar days elapsed in that calendar quarter.

## **Item 5: Fees and Compensation**

---

### **Description**

The investment advisory fee for asset allocation services is calculated in arrears on the first day of each subsequent calendar quarter (January 1, April 1, July 1 and October 1). Investment advisory fees are NEGOTIABLE. Lower fees for comparable services may be available from other sources.

Fees are payable on a quarterly basis or on a semi-annual basis when a sub-adviser is engaged.

The current TPW investment advisory fee schedule for asset allocation services is described above in the *Investment Advisory Agreements* section, which includes specific additional information regarding the calculation of the advisory fee.

---

## Advisory Fees

All clients receive at the opening of their Account the advisory fee schedule contained herein this Brochure. An advisory client's investable assets as to which TPW gives advice are referred to in the Advisory Agreement as the client's "Account." To clarify, if the client has more than one Account with TPW for which an investment advisory fee is charged, then the fees computed, including fees charged on new assets and refunds given on withdrawn assets will be based on the combined value of all of the client's Accounts. Accordingly, the group of Accounts, for which the Advisory Agreement is made and the fee is calculated, are referred to as the "Account."

There is no minimum Account balance for new advisory or existing clients. However, the MINIMUM QUARTERLY ADVISORY FEE IS \$3000. Each Advisory Agreement is entered into by the volition of each party and able to be terminated by either party (see the *Termination of Agreement* section below). In terms of the Firm's advisory fee schedule, current client relationships may exist where the fees are higher or lower than the fee schedule below due to a negotiated rate. However, in no event would the TPW advisory fee charged to its clients ever be greater than 3% of client AUM.

Advisory fees are NEGOTIABLE. Lower fees for comparable services may be available from other sources.

**The current TPW investment advisory fee for asset allocation advisory services is computed as follows:**

- .30% of assets per quarter (approximately 1.20% per annum) on assets up to and including \$1 million;
- 0.25% of assets per quarter (approximately 1.00% per annum) on assets over \$1 million and up to and including \$2.5 million;
- 0.1875% of assets per quarter (approximately 0.75% per annum) on assets over \$2.5 million and up to and including \$5 million; and
- 0.125% of assets per quarter (approximately 0.50% per annum) on assets over \$5 million and up to and including \$10 million
- Fees on assets over \$10 million are negotiable.

The investment advisory fee is calculated on a quarterly basis based on the market value of the Account on the last business day of the quarter. The fees are payable on the first day of each subsequent calendar quarter (January 1, April 1, July 1 and October 1), or on a semi-annual basis depending on the custodial arrangement in place.

Advisory clients, who invest in mutual funds or other investment products managed by an affiliate of TPW will have an equivalent amount excluded from their Account assets for the purposes of TPW's calculation of the management fees or will receive a credit for management fees paid at the fund or product level. In this way the advisory client would not be charged an additional fee in connection with their assets under management.

Brokerage fees will typically be charged to the advisory client's Account in addition to

the advisory fee by brokers, dealers, or other market intermediaries having the required registrations and/or authorizations in the relevant jurisdictions, including affiliates of TPW, for the execution of day to day buy and sell orders. For additional information regarding brokerage please see the *Brokerage Practices* section of this Brochure below.

Advisory clients would typically also pay custodial fees in addition to the advisory fee. For additional information regarding the fees charged by the custodian of your Account, including any charges relating to foreign exchange transactions or how your custodian handles foreign exchange transactions relating to your Account, you should contact your custodian or refer to any agreement you have entered into with your custodian.

Other charges that the advisory client may incur relating to their Account may include exchange fees, stamp duties and/or taxes on securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in the funds' prospectus. Such charges, fees, and commissions are exclusive of and in addition to the advisory fees described herein.

TPW does not charge any fees other than the advisory fee. If TPW recommends a non-affiliated outside manager to manage some or all of a client's assets as part of an overall asset allocation plan, there would be no fee share arrangement between TPW and the outside manager that would compensate either party in any way. The client would enter into an advisory contract with the outside manager and pay the additional advisory fee, just as the client would pay any additional fees associated with mutual fund investments. If, however, TPW recommends an affiliated manager or fund, those allocated assets would not be considered in the calculated advisory fee payable to TPW. TPW is not compensated by outside managers or funds for recommending such money managers to the advisory client.

#### TPW Direct Management VS. Management by Non-Affiliated Outside Manager

TPW may manage client assets directly or may recommend non-affiliated outside managers ("outside managers"). When TPW manages client assets directly, the Firm recommends that client assets are held in custody at Interactive Brokers ("IB") in the US.

In utilizing the IB Platform, TPW will generally select mutual funds, exchange-traded funds and other products. In addition to the advisory fee charged by TPW (as disclosed in the fee schedule on page 6), mutual funds and exchange-traded products have their own advisory fees. The end result is a higher combined fee paid by the client as opposed to assets being managed by outside managers. The higher combined fee assessed by TPW managing client assets directly on the IB Platform is due to the active role the Firm plays in security selection, asset allocation, and any changes that will need to be made to a client's portfolio.

When TPW recommends that client assets are managed by outside managers, the client will pay a lower combined fee than those same assets being managed by TPW directly

on the IB Platform. In other words, when TPW recommends client assets to be managed by an outside manager, both the outside manager's fee schedule and TPW's fee schedule is discounted; so the combined fee will not exceed the TPW fee schedule as disclosed on page 6. The rationale for this combined fee reduction is that TPW's primary role is one of monitoring client transactions that are executed by outside managers.

Furthermore, outside managers will select individual securities, so no underlying advisory fees are assessed, as would be the case for mutual funds and exchange-traded products managed directly by TPW on the IB Platform.

---

### **Fee Billing**

As stated above, the investment advisory fee for asset allocation services is calculated in arrears on a quarterly basis based on the market value of the account on the last business day of the quarter. The fees are payable on the first day of each subsequent calendar quarter (January 1, April 1, July 1 and October 1) or on a semi-annual basis depending on the custodial arrangement in place.

The TPW Brochure is required to be provided to prospective advisory clients before or at the time of entering into an advisory contract.

#### **Direct Payment of Fees**

TPW's advisory clients may elect to expressly authorize the "qualified custodian" of their assets, as defined in Rule 206(4)-2 under the Investment Advisers Act of 1940, as amended, to pay any and all fees due to TPW under the TPW Advisory Agreement directly from the client's assets without prior notice to the client, subject to satisfaction of all relevant conditions of Rule 206(4)-2.

#### **Additions or Withdrawals of Assets after the Beginning of a Quarter**

If a client places additional securities or cash in the TPW Account after the beginning of a quarter, an additional advisory fee will be charged on the new assets, on a pro-rata basis, for the remaining days in the quarter. The fee will be calculated based on the market value of the client's Account on the day of, and giving effect to, the additional contribution. It will reflect any breakpoints applicable to the new aggregate market value as described in the TPW Fee calculation schedule (in the *Investment Advisory Agreements* section above), and will be payable on the day the additional assets are added to the Account for asset allocation clients.

---

### **Other Fees**

TPW does not charge any fees to client Accounts other than the investment advisory fee. Custodians or transacting brokers may charge transaction fees on purchases or sales of securities, including mutual funds and exchange-traded funds. These transaction charges are usually small and incidental to the purchase or sale of a security. The

selection of the security is more important than the nominal fee that the custodian or transacting party charges to buy or sell the security.

TPW, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, Account composition, negotiations with clients, etc.).

---

### **Expense Ratios, Management and Performance Fees**

Alternative asset managers, mutual funds, and investment advisers generally charge a management fee for their services as investment managers of pooled investment vehicles. In the case of some investment managers, especially hedge fund managers, they may also charge a performance fee annually in addition to management fees, which are typically charged to the fund's assets quarterly. The management fee is typically called an expense ratio in a mutual fund and a management fee in a private fund. Private fund managers may also charge a performance fee in certain fund portfolios. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. In the case of a hedge fund, an investment manager may charge a quarterly management fee of 1% to 2% of assets under management in addition to an annual performance fee of as much as 20% to 30% of the annual capital appreciation in the fund. These fees are in addition to the fees paid by you to TPW for advisory services. A mutual fund's Prospectus and Statement of Additional Information and a private fund's Offering Memorandum describe in detail all of a fund's suitability requirements, risks, investment practices, and fees charged. No investment in a fund should be made without a complete reading and understanding of the risks. Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

## **Item 6: Performance-Based Fees**

---

### **Sharing of Capital Gains**

TPW does not charge performance fees of any kind. Its investment advisory fees are NOT based on a share of the capital gains or capital appreciation of client assets that it advises. TPW does not use a performance-based fee structure because of the potential conflict of interest. Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

## Item 7: Types of Clients

---

### Description

TPW generally provides investment advice to High Net-Worth Individuals, Family Offices, Endowments and Foundations, Pensions and Profit Sharing Plans, and Trusts, Estates, and other Charitable Organizations.

Client relationships vary in scope and length of service.

---

### Account Minimums

There is no minimum Account balance for new advisory or existing clients. However, the MINIMUM QUARTERLY ADVISORY FEE IS \$3000. Each Advisory Agreement is entered into by the volition of each party and can be terminated by either party (see the *Termination of Agreement* section above). In terms of the Firm's advisory fee schedule, current client relationships may exist where the fees are higher or lower than the current fee schedule. However, in no case would the TPW advisory fee charged to its clients ever be greater than 3% of client AUM.

Advisory fees are NEGOTIABLE.

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

---

### Methods of Analysis, Sources of Information, and Investment Strategies

TPW offers consulting services with respect to asset allocation and asset management. In addition, the Firm may arrange for interested clients to engage sub-advisers or external managers, to manage directly the equity portfolios of its advisory clients on a discretionary basis; in separately managed accounts.

TPW will propose an asset allocation plan based on a suitability profile derived from a thorough review of the client's financial situation and objectives as well as the client's level of risk aversion and any agreed-to restrictions. With this information in hand the Adviser is able to leverage the asset allocation modeling developed by TPW's affiliate, Dubly Transatlantique Gestion, a Paris-based adviser, and the mutual fund analysis and recommendations developed by the Credit Mutuel Alliance Federale asset management teams based in Paris, Brussels, and Luxembourg. There is no guarantee that the asset allocation plan developed by TPW will meet the needs of the advisory client. ***This disclosure brochure, and specifically this section and the Risk of Loss section below, are intended to make clear the risks inherent in investments. Investing in securities involves risk of loss that clients should be prepared to bear.*** TPW will explain its reasoning each time it presents its asset allocation plan to you, the client, both on the asset allocation plan level and on each mutual fund or outside manager chosen. However, risks include:

- the fact that any mutual fund and/or an outside manager that TPW ultimately recommends is not affiliated or under the control of TPW. Accordingly, once

decisions are made as to the allocation plan the day-to-day management of the underlying portfolio is in the hands of the fund or adviser chosen, not TPW;

- the performance of the securities markets cannot be predicted. Accordingly, the forces that work upon the market affect the performance of the underlying securities, regardless of the fundamental or technical health of a security and its performance. ***See the Risk of Loss section below;***
- there can be no guarantee that any investment strategy recommended by the Firm will perform as expected. All investment programs, however they may be designed to mitigate volatility and risk of loss, have certain risks that are borne by the investor. ***See the Risk of Loss section below;***

TPW leverages the experience of its professional staff and affiliated company analysts and advisory personnel to create proprietary analytical modeling, in order to create efficient client portfolios designed to achieve both short and long-term investment goals through the asset allocation of a client's account across what the Adviser the considers the most appropriate fund managers or sub-advisers.

Regardless of the level of professional care and risk analysis and avoidance practiced by the Firm, which is designed to mitigate volatility and risk of loss, the fact remains that investments in securities, such as equities, fixed income, and mutual funds containing these and other securities and contracts, involve risk of loss that the client should be prepared to bear. ***Please see the Risk of Loss section below to find out more about Risk.***

---

## **Investment Philosophy**

### **Strategic Allocation Process**

The TPW Strategic Allocation process starts with a detailed suitability profile of the advisory client. This information is coupled with the world view developed by the Firm's affiliated research teams in Paris, Brussels, and Luxembourg, which will establish the asset allocation strategies which will be applied to the different investment profiles.

Our teams analyze the global macroeconomic cycles and changes that affect the securities markets, as well as the evolving, dynamic variables of the markets (such as capital flows). They examine and research a convergence of information in order to establish one or more related scenarios, allowing them to define the major investment themes, which can then be implemented in the various different investment profiles.

TPW investment professionals would then apply one or more of these thematic strategies to your investment profile. The conclusions that our affiliated research teams reach represent the cornerstone of the strategy that will be used in TPW's portfolio construction.

### **Monitoring: Detecting the Trends**

This step in the process of developing the philosophy behind your asset allocation plan consists of determining the growing markets, potential asset classes, corporate management strategies, and the appropriate investment choices.

#### **Economic and financial (fundamental) analyses:**

Here analysts marry macroeconomic analysis (top-down) with the microeconomic vision (bottom-up). Different economic indicators (unemployment rate, GDP growth, inflation rate, household consumption, etc.) and data specific to each sector or asset class (rating, growth or margins and results, market valorization, flow, liquidity, volatility, etc.) are analyzed in order to define the impact of potential economic scenarios and to determine the positioning of the sector or of the geographic zone in the economic cycle.

Fundamental analysis focuses on measureable aspects of a company, its securities, peers, and the markets in order to determine future stock prices by understanding and measuring the value” of a company and its securities.

- There is no guarantee that the fundamental analysis of a company, however, complete will yield favorable stock performance, hence favorable performance of your portfolio.

#### **Technical analysis:**

This step enables the analysts to anticipate or to measure the directional movements or sector rotations, which might be taken by different asset classes (indexes, rates, currency). In line with your investment profile, this stage helps to detect the trends, which might be flourishing in the coming months and to determine the allocations that would be chosen.

Technical analysis is based solely on the study of stock charts, where it is believed that the past action of the security and the market will determine the future course of the price of the security. Technical analysts believe securities move according to very predictable trends and patterns.

*There is no guarantee that the technical analysis of a security and its charts will yield favorable portfolio performance in the future.*

#### **Conclusions**

From these analyses TPW’s affiliated research teams are able to develop conclusions about the global economies and markets and how the best scenarios can be exploited by your particular investment profile. Once these teams have conviction these models can be applied by TPW’s investment professionals.

*Fundamental and technical analyses provide a sound basis upon which advisers can inform investment recommendations decisions. But there are no guarantees of success.*



---

## Risk of Loss

All investment programs, however they may be designed to mitigate volatility and risk of loss, have certain risks that are borne by the investor. TPW's investment approach constantly keeps the risk of loss in mind. Asset Allocation Plans developed by TPW for a client and the asset managers recommended to execute that Plan in a specific asset class are chosen with the intention to reduce the volatility of a portfolio and the risk of loss to the client. Client Accounts are managed with a long-term perspective in mind. Shorter-term volatility even in the highest quality equity portfolio is to be expected, however.

Investors in securities, whether public or private, face the following investment risks:

- *Interest-Rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Market Risk:* The price of a security, equity, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- *Inflation Risk:* When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- *Business Risk:* These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Financial Risk:* Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the

inability to meet loan obligations may result in bankruptcy and/or a declining market value.

- *Structured Products Risk:* These products often involve a significant amount of risk as they are often times based on derivatives. Structured products are intended to be "buy and hold" investments and are not liquid instruments.

## **Item 9: Disciplinary Information**

---

### **Legal and Disciplinary**

TPW and its employees have not been involved in legal or disciplinary events, whether relating to the Firm's operations or to past or present investment client relationships.

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

---

### **Financial Industry Activities**

As stated throughout this Brochure, based on information about a client's financial condition, investment objectives, investment risk profile and other factors that may be relevant to proposed investments by an advisory client, TPW will advise the client about the efficient allocation of assets in the client's Account to different forms of investments and investment management, including, without limitation, designation of other investment advisers, who will actually invest and reinvest assets on behalf of the client.

TPW may enter into an agreement with another investment adviser it may choose to recommend to its advisory clients, whereby TPW would receive a referral fee from that sub-advisor.<sup>1</sup> TPW will typically receive its negotiated advisory fee from its advisory client, regardless of whether such fee relates to the management of the Account by TPW or to the monitoring of the sub-advisor's discretionary portfolio management of the client Account. The sub-advisor, however, will charge its own management fee, separate and apart from the TPW advisory fee, as agreed-upon between the sub-adviser and the client pursuant to a separate advisory agreement. TPW will monitor the performance of each sub-advisor as it manages that part of or all of a client's allocated Account. Such monitoring will include review to determine whether the Account is being managed in accordance with the mandate of the client. TPW will also determine, prior to recommending a sub-advisor to a client, that the sub-adviser is properly licensed and/or registered (or proper notice filing has been made) in each jurisdiction where such licensing or registration as an investment adviser is required.

---

<sup>1</sup> Please see "Item 14 – Client Referrals and Other Compensation"

### **Other Financial Industry Activities or Affiliations**

TPW monitors the performance of its advisory client's Asset Allocation Account after the initial Asset Allocation Plan is implemented and, if deemed appropriate, recommends modifications to the Plan. To provide immediate and thorough oversight of a client's portfolio of investments, the Firm considers it essential to have access to each client's Account on a regular basis. Accordingly, TPW recommends custodians in the U.S. and Europe (described in *Selecting Brokerage Firms*), which the Firm believes would offer competitive services while facilitating the Firm's need for direct and transparent monitoring of the advisory client's account(s), and the means for TPW to be able to produce timely and in depth reporting and analyses of its advisory client Accounts. A description of these custodian relationships is provided further in *Selecting Brokerage Firms*.

TPW does not render or charge for any services other than the advisory fee for the advisory services described herein.

---

### **Affiliations and the Mitigation of Potential Conflicts of Interest**

TPW recommends that client assets are held in custody at either Interactive Brokers in the US, or its parent affiliate, Banque Transatlantique in France. Whichever custodian the client chooses, a custody fee can be charged. The custody fee is in addition to the advisory fee payable to TPW. TPW does not share or benefit in any from the custodial fees charged to the client.

The custodians may also have distribution agreements with several other managers of hedge funds, mutual funds, and traditional asset portfolios, under which they act as placement agent or solicitor for the funds and receive remuneration for placing investors in those funds. Any such compensation of the custodian will be in addition to and separate and distinct from the advisory fees payable for investment advisory services to TPW. The Adviser does not share in or benefit from the fees earned by a custodian for client placement.

Although TPW and its French custodian, Banque Transatlantique Paris, are affiliates (Banque Transatlantique Paris is the direct owner of TPW), each is in turn a subsidiary within the Credit Mutuel Alliance Federale group of companies domiciled in France and Europe (see *Principal Owners*), TPW and the French custodian operations are operationally independent as that term is defined by SEC Rule 206(4)-2. In brief, TPW and the custodian are not under common supervision, they do not share employees, and do not share common space (TPW is in New York, the custodian is in Europe). In addition, Client assets in the custody of the custodian would not be subject to claims of TPW's creditors, and TPW does not have custody, possession of, or direct or indirect access or control of the client assets held in custody beyond the Firm's ability to deduct its advisory fees directly from the client Account as authorized in the Advisory Agreement and subject to specific safeguards described in SEC Rule 206(4)-2. Accordingly, the management of the custodian acts independently from the management of TPW.

Form ADV Part 1A Item 7A provides information about the various persons that are advisory affiliates (or those persons employed by or involved in the management or control of the Firm). In terms of the Firm's related persons, which include the advisory affiliates and any other entities within the Credit Mutuel Alliance Federale group of companies under common control with TPW, which is a far more extensive list. Many of the entities in the Credit Mutuel Alliance Federale group of companies, although considered related entities, do not have any material connection to the business of TPW. Accordingly, only those entities that occupy shared space or are instrumental in the business of the Firm are listed on Forms ADV Part 1 and here in Form ADV Part 2.

As listed on Form ADV Part 1A Section 7.A. of Schedule D, TPW's Financial Industry Affiliations are as follows:

- Banque Transatlantique – Paris: is the parent company of TPW. It practices governance over the U.S. entity, TPW, and provides support services such as the availability of its custodial services division and the availability of its research capabilities with teams based throughout Europe;
- Dubly Transatlantique Gestion: is a Paris-based adviser, which provides TPW support with its asset management modeling capabilities;
- Banque de Luxembourg: is based in Luxembourg, a member of the Credit Mutuel Alliance Federale group of companies, and provides research capabilities to TPW.
- .CM CIC Market Solutions, Inc.: is a New York based MEMBER: FINRA/SIPC institutional broker dealer that maintains office space at the Banque Transatlantique Representative Office location in New York. The GSN North America offices are located in an entirely separate area from that of TPW within the multi-floor offices of the bank.

Although advisory affiliates of TPW, none of the above-named firms exert management control over the Firm, other than Banque Transatlantique's board governance role. CM CIC Market Solutions, Inc. only shares a location with the Firm. It is entirely independent from TPW. In practice, the remaining parties provide services, of which TPW makes use. TPW is able to leverage the asset allocation modeling developed by Dubly Transatlantique Gestion, and the product of mutual fund analysis and recommendations developed by the Credit Mutuel Alliance Federale asset management teams based in Paris, Brussels, and Luxembourg.

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

---

### **Code of Ethics**

TPW has adopted a Code of Ethics, pursuant to Rule 204A-1 under the Investment Advisers Act of 1940, as amended, that reflects the Firm's high standards and commercial honor for the conduct of its business and for the proper performance of its duties with respect to its clients. TPW's Code of Ethics requires its personnel to conduct themselves at all times in compliance with the following standards of business conduct:

- The Firm has a strict policy of complying with all applicable laws, rules and regulations, including but not limited to Federal Securities Laws.
- As a fiduciary for its clients, it is the Firm's policy to act in the interests of its clients and adhere to the highest ethical standards in its dealings with clients.
- The Firm and its Supervised Persons shall deal with all clients in the utmost good faith and shall disclose to clients all material facts relating to the advisory relationship.

TPW will provide a copy of the Code of Ethics to a client or prospective client upon request.

---

### **Participation or Interest in Client Transactions**

TPW has adopted a Code of Ethics that is designed to promote compliance with the relevant legal and fiduciary obligations to which TPW is subject, and is based upon the principle that the Firm and its Investment Adviser Representatives owe a fiduciary duty to TPW's clients. In general, all persons subject to the Code of Ethics must conduct their affairs in such a manner as to minimize potential conflicts of interest and to avoid serving their personal interests ahead of clients; taking inappropriate advantage of their position with TPW; and any actual conflicts of interest or any abuse of their positions of trust and responsibility. In terms of TPW and the brokers it may use to facilitate securities transactions in a client's Account, whether by

- placing the client in an affiliated fund;
- placing the client in a fund or separate account managed by another unaffiliated investment advisor; or by
- executing client Account transactions in a brokerage account held at one of the recommended custodians

Please review TPW's policy regarding revenue generated by TPW or one of TPW's recommended broker custodians for any such transactions as described above in the *Affiliations and the Mitigation of Potential Conflicts of Interest* section.

---

## **Personal Trading**

The Chief Compliance Officer (“CCO”) of TPW is Mr. Pascal Le Coz. He reviews all employee personal transactions no less than quarterly in accordance with the Firm’s Code of Ethics; and his own personal securities transactions are reviewed by a senior compliance manager of the Firm’s parent affiliate, which is the sole member of the Firm acting in a governance role. The personal trading reviews ensure that the personal trading of all TPW supervised persons do not affect the markets and are in compliance with the Firm’s Code of Ethics

## **Item 12: Brokerage Practices**

---

### **Selecting Brokerage Firms**

TPW recommends to its advisory clients, whether U.S. persons or French persons, two different custodial arrangements, which the Firm believes meet its criteria for best execution, pricing, and critical access to portfolio information. Although each advisory client is free to choose where they will maintain a custody account relationship, TPW recommends these custody arrangements in order to facilitate TPW’s close monitoring of its advisory Accounts. The Firm has arranged to have portfolio monitoring capabilities through each relationship, fund and investment analysis tools, and performance reporting facilities through these broker and custody arrangements that allows TPW to have more immediate and complete access to client account information.

TPW recommends that Advisory clients, who are U.S. persons wishing to have their assets held in custody in the U.S., open their brokerage Account with TPW’s strategic partner in the U.S., Interactive Brokers. U.S. Interactive Brokers has adopted a commission schedule that is competitive with the commission schedules of other introducing broker-dealers providing the same or similar services to their customers.

TPW does not receive any of the services noted above (portfolio monitoring capabilities; fund and investment analysis tools; and, performance reporting facilities) on a soft dollar basis, and does not pay higher commissions as a result of receiving these services. Although TPW cannot guarantee that its advisory clients will always pay lower fees on a given transaction executed at one of its recommended brokers, the Adviser believes that the competitive pricing arranged with its recommended brokers is well worth the value received from these brokers.

Banque Transatlantique acts in the capacity of a custodian only, and does not engage in the execution of transactions or provide any brokerage services for TPW clients.

By the same token, if a client determines that an account be held in custody at an alternative broker or custodian to which the Firm agrees, TPW cannot guarantee that the best execution received from that brokerage arrangement would be the best available, whether on an absolute or relative basis.

The fees charged by the brokers and custodians executing brokerage transactions and providing custodial services are, as noted throughout this Brochure, separate and

distinct from the TPW advisory fee charged to each advisory client. TPW believes these policies support the best interests of its advisory clients.

As stated throughout this Brochure also, if TPW ever receives a referral fee from an investment manager or portfolio manager based on the referral of a client to that investment manager or portfolio manager, TPW's advisory fee for that client will be reduced by the amount of such referral fee to the extent that it does not exceed the Firm's advisory fee.

---

### **Best Execution and Order Aggregation**

TPW maintains written policies and procedures regarding Best Execution it receives from the broker to which it submits client orders. Generally, TPW does not aggregate client orders, but maintains policies and procedures should it have a need to aggregate client orders in the future.

The executing brokers utilized by TPW are also required to conduct best execution reviews of client transactions, and also must adhere to rules when aggregating orders; in accordance with regulatory requirements and their own written supervisory procedures.

---

### **Soft Dollars**

TPW does not engage in soft dollar business activities.

## **Item 13: Review of Accounts**

---

### **Periodic Reviews**

TPW provides Account review services to its clients in the form of

- portfolio manager and investment advisor evaluation and selection
- portfolio manager monitoring; and
- portfolio monitoring

Under the direction of TPW's CCO and Managing Director, Mr. Pascal Le Coz, the Firm selects and monitors its portfolio manager universe through regular, ongoing analysis of each portfolio manager and management firm regarding portfolio composition and risk levels. Significant published news about a fund or manager raising a concern; variations in the performance and/or volatility of a fund or portfolio; or any other cause for concern in the opinion of the CCO can trigger heightened scrutiny by the CCO of a manager's investment decision(s). Accordingly, closer scrutiny of a manager or fund could take place at any time in addition to regular reviews if such action is warranted by the facts and circumstance in the opinion of the CCO.

TPW also endeavors to conduct an annual full-scale due diligence review of each portfolio manager's performance and overall record with an in person meeting where at all possible. Also under the direction of the Firm's senior management, the Firm provides to clients regular written monthly or quarterly portfolio monitoring (depending on the client's needs and preferences). The Firm provides each client with a specific breakdown of assets under management in the form of a regular statement

(at whatever frequency desired by the client, but no less than quarterly) that contains both combined asset monitoring of positions held at multiple funds and/or portfolio managers and performance monitoring.

TPW's separate Account review process is also an exhaustive process driven by the Firm's Managing Director, which reviews new portfolio positions and reviews the results of the Firm's quarterly review of Best Execution, Order Aggregation, and Performance.

---

### **Nature and Frequency of Regular Reports to Clients**

The nature and frequency of regular reports to clients is highly flexible and tailored to each client's needs and wishes. At least once each calendar quarter TPW will review either the client's Asset Allocation Plan and the results of investments pursuant to that Plan or the performance of the separate Account.

Performance will be revealed in terms of

- the performance of assets since the last statement
- performance since the opening of the Account as well as on a current year-to-date basis

TPW will request from each client in the monthly or quarterly review (and on an annual basis) any changes in the client's personal investment information. Based on this review and all information supplied by the client, the Firm may recommend changes (or continuation) of the Asset Allocation Plan. Subject to the written instructions of the client, the Firm will assist each advisory client with the implementation of any changes in the Plan.



## Item 14: Client Referrals and Other Compensation

---

### Soliciting on Behalf of Other Investment Advisers

TPW has entered into a solicitor agreement with an investment adviser/portfolio management firm (“PMF”) to receive a portion of fee when/if TPW refers a client or prospective client to the portfolio manager. This means that when/if TPW refers a client to this PMF to manage a portion of a client’s portfolio<sup>2</sup>, TPW will receive a portion of the PMF’s fee paid by the client. Under such circumstances, clients or prospective clients will be provided full disclosure, including the compensation arrangement, pursuant to a solicitor agreement.

In addition, TPW has entered into a second agreement with an investment adviser for referring business to TPW. In this circumstance, TPW will compensate the investment adviser for referrals that enter into an investment management agreement with TPW. Under these arrangements, all prospective clients will be provided with full disclosure, including the compensation arrangement pursuant to a solicitor agreement.

## Item 15: Custody

---

### Custodians and Account Statements

All client Account assets are held at qualified custodians. This means the custodians provide Account statements directly to clients at their address of record at least quarterly. Clients are urged to compare the Account statements received directly from their custodians to the statements provided to them by the executing broker or dealer.

Every advisory client is urged to carefully review all statements received from their custodian to be sure the information is current, correct, and complete.

As described more fully in *Selecting Brokerage Firms* (above), TPW recommends to its advisory clients, whether U.S. persons or those resident in Europe, two specific custodial arrangements, which the Firm believes meet its criteria for best execution, pricing, and critical access to portfolio information. Although each advisory client is free to choose where they will maintain a custody account relationship, TPW recommends these custody arrangements in order to facilitate TPW’s close monitoring of its advisory accounts. The Firm has arranged to have portfolio monitoring capabilities through each relationship, fund and investment analysis tools, and performance reporting facilities through these broker and custody arrangements that allows TPW to have more immediate and complete access to client account information.

TPW recommends that Advisory clients, who are U.S. persons wishing to have their assets held in custody in the U.S., open their brokerage Account with TPW’s strategic partner in the U.S. Interactive Brokers . In the case of advisory clients that seek their assets to be held in custody in France, TPW can facilitate custody arrangements with

---

<sup>2</sup> The client would enter into an advisory agreement directly with the portfolio manager firm.

the Firm's parent company, Banque Transatlantique in Paris, France, which is regulated by the Autorite de Controle Prudentiel et Resolution ("ACPR").

Please see Item 12 Brokerage Practices: *Selecting Brokerage Firms* (above) for more information.

---

### **Performance Reports and Net Worth or Value Statements**

Clients are urged to compare any performance reports, and net worth or value statements received directly from their custodians and/or broker or dealer to the reports provided to them by TPW.

## **Item 16: Investment Discretion**

---

### **Discretionary Authority for Trading**

While TPW manages client accounts on a non-discretionary basis, TPW also accepts discretionary authority to manage accounts on behalf of its clients. All prospective clients are provided with a discretionary investment advisory agreement prior to assuming such responsibility.

For separate accounts referred to outside investment managers that specialize in a certain strategy, TPW would retain monitoring responsibility over the portfolio and the outside investment manager would reserve the authority to determine, without obtaining the client's specific consent, the securities to be bought or sold, and the amount of the securities to be bought or sold, in a client separate Account, pursuant to an Advisory Agreement entered into between the advisory client and the outside investment manager.

## **Item 17: Voting Client Securities**

---

### **Proxy Votes**

TPW does not vote proxies relating to client accounts. The qualified custodian would provide all proxy materials to the client. Clients may certainly contact the Adviser to discuss their thinking and decision making process in regard to proxy materials they are considering.

## **Item 18: Financial Information**

---

### **Financial Condition**

TPW does not have any financial impairment that will preclude the Firm from meeting contractual commitments to its clients or other business parties. The Firm has not at any time been the subject of a bankruptcy petition, including the past ten years, disclose this fact, the date the petition was first brought, and the current status.

A balance sheet is not required to be provided because TPW does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$1,200 per client six months or more in advance.

## **Business Continuity Plan**

---

### **General**

TPW participates in CIC's Disaster Recovery Program. This program provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

---

### **Disasters**

The BCP considers significant business disruptions ("SBDs") such as snow storms, hurricanes, tornados, and flooding, as well as man-made disasters, anywhere from a loss of electrical power or use of its office space, to more wide-spread SBDs such as block, neighborhood, city or regional disasters. The Firm maintains backup procedures for its financial and other electronic files, which are backed up daily and archived offsite.

---

### **Alternate Offices**

Alternate offices are identified in the Firm's BCP to support ongoing operations in the event the main office is unavailable. It is TPW's intention to contact all clients within five days of a disaster that dictates moving our office to an alternate location.

## **Information Security Program**

---

### **Information Security**

TPW's BCP and Compliance Manual include an information security program to reduce the risk that your personal and confidential information may be breached. The Firm's offices, files, and computing networks, including its backup capabilities are password protected and permission to access them is granted by the Firm's Managing Director and CCO on a need-to-know basis.

---

### **Privacy Notice**

SEC Regulation S-P requires TPW to provide a statement to its clients at the beginning of the advisory relationship and once each year regarding the use of client nonpublic financial information.

TPW and its employees strongly believe in protecting the confidentiality and security of personal information the Firm collects from you.

TPW may collect nonpublic personal information about you from the following sources:

- Information we receive from you on engagements, applications, and other forms
- Information about your transactions with us, our affiliates, or others; and
- Information we may receive from a consumer reporting agency.

TPW's introducing brokers may disclose nonpublic information about you

- in order to process transactions in any Account you may open with such brokers
- to respond to inquiries from you or your representative; or,
- to fulfill legal and regulatory requirements

TPW does not make any disclosures of information to other companies, which may want to sell their products or services to you.

Our employees are instructed to protect the confidentiality of information in the Firm's possession and are required to comply with our established policies.

TPW and TPW's recommended broker custodians are firmly committed to protecting your privacy. We will continue to safeguard your privacy and the confidentiality of the information you provide to us.

TPW is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.