

Item 1 Cover Page

Williams Financial Group, Inc. dba Ironwood Wealth Management

FORM ADV PART 2A BROCHURE March 28, 2018

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This brochure provides information about the qualifications and business practices of Williams Financial Group, Inc. dba Ironwood Wealth Management. If you have any questions about the contents of this brochure, contact us at 304-760-6000. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Ironwood Wealth Management is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Ironwood Wealth Management is 128699.

Ironwood Wealth Management is a registered investment adviser. References herein to as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

As a registered investment adviser, we must ensure that our brochure is current and accurate and makes full disclosure of all material facts relating to the advisory relationship. If there have been any material changes to our business or advisory practices since our last annual update, we will provide a description of such material changes here.

We have not made any material changes to our disclosure brochure since the filing of our last annual updating amendment, dated February 24, 2017. However, since our February 24, 2017 filing, we, below, have made additions and enhancements to each section to clarify our program, including disclosure regarding retirement rollovers, advisory fees and economic benefits.

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Item 4 Advisory Business

A. About the Firm

Williams Financial Group, Inc. dba Ironwood Wealth Management, a West Virginia corporation formed in 2002, is a registered investment adviser based in Hurricane, West Virginia. We have been providing investment advisory services since 2004. John D. Williams is the firm's principal owner.

As used in this brochure, the words "we," "our," "firm," and "us" refer to Williams Financial Group, Inc. dba Ironwood Wealth Management, and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term "Associated Person" throughout this brochure. This term refers to our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

B. Investment Management Services

You can determine to engage us to provide discretionary investment advisory services on a fee-only basis. Our annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under management. We provide investment advisory services specific to the needs of each client. Before providing investment advisory services, an investment adviser representative will ascertain each client's investment objectives. Thereafter, we will allocate investment assets consistent with the designated investment objectives. Once allocated, we provide ongoing monitoring and review of account performance, asset allocation and client investment objectives.

These discretionary and non-discretionary portfolio management services are offered on both a continuous and non-continuous basis. Our investment advice attempts to meet our clients' needs and investment objectives. If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities to be purchased or sold, the amount of securities, and the commission rates to be paid (if any) for your account without your approval prior to each transaction. Discretionary authority is typically granted by the *Investment Advisory Agreement* you sign with our firm, a power of attorney, or trading authorization forms. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. If you enter into non-discretionary arrangements with our firm, we must obtain your approval prior to executing any transactions on behalf of your account. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

As part of our portfolio management services to a Corporate Retirement Plan, we may provide participant education and enrollment services. This supplemental service is designed to provide participants and eligible employees (non-participants) with information to allow them to make decisions about participating in the plan, suitability of allocations for a participant's portfolio, and enrollment classes to educate participants on plan options and features. In all cases, these services are incidental to the portfolio management services provided to the Corporate Retirement Plan, and are provided within the fee schedule published below. While we do not assess additional fees for these services, participants may, independent from the Corporate Retirement Plan, contract with us for individualized portfolio management services.

Our investment advisory fee is negotiable at our 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 us and/or our representatives, and negotiations with you. Certain legacy clients may have accepted different pre-existing service offerings from us and may therefore receive services under different fee schedules than as set forth above. As a result of these factors, similarly situated clients could pay different fees, the services to be provided by us 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. Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above fee determination.

Our annual portfolio management fee is billed and payable quarterly in advance based on the value of your account on the last day of the previous quarter. If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client.

You may withdraw account assets on notice to our firm, and subject to the usual and customary securities settlement procedures. However, we design our portfolios as long-term investments and asset withdrawals may impair the achievement of your specific investment objectives.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. In some circumstances, and in our sole discretion, we may send you an invoice for the payment of our management fee.

As discussed below at Item 12, when requested to recommend a broker-dealer/custodian for client accounts, we generally recommends that Fidelity Brokerage Services, LLC, together with its custodian, National Financial Services, LLC (collectively, "Fidelity"), an unaffiliated and independent broker/dealer, serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Fidelity charge transaction fees for effecting securities transactions for your account. The fees charged by Fidelity, or any broker-dealer/custodian directed by you, are in addition to our advisory fee referenced in Item 5 below.

If you receive invoices from our firm, we encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian please call our main office number located on the cover page of this brochure.

Either party may terminate the *Investment Advisory Agreement* upon hard copy written notice to the other party (email or electronic notice will not suffice), which written notice must be signed by the terminating party. You will incur a pro rata charge for services rendered prior to the termination of the agreement for services, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Financial Planning Services

In addition to our portfolio management services, we may determine to 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. We offer financial planning services ranging from broad-based planning to general consulting on client directed projects. Financial planning will typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. The process typically begins with a complimentary introduction meeting during which the various services we provide are explained. If you decide to engage us for financial planning services, we will collect pertinent information about your personal and financial circumstances and objectives. As required, we will conduct follow-up interviews for the purpose of reviewing and/or collecting additional financial data. Once we review and analyze the information you provide to our firm, we will deliver a written plan or suggested course of action to you that attempts to help you achieve your stated financial goals and objectives.

The primary objective of this process is to allow our firm to assist you in developing a strategy which may help you achieve your particular financial goals and objectives based on the financial information you provide to our firm. You may also contract with us for on-going financial planning services that extend beyond the delivery of the plan or suggested course of action.

In providing financial planning services, we may recommend our services and/or our Associated Persons services in their separate capacity as licensed insurance agents. These Associated Persons will earn commission-based compensation for selling insurance products, including insurance products they may sell to you. Insurance commissions earned by these persons are separate and in addition to our advisory fees. This practice presents a conflict of interest insofar as persons providing investment advice on behalf of our firm who are insurance agents have a financial incentive to recommend insurance products to you rather than making such recommendations based solely on your needs. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with our firm. You are further under no obligation to act on our financial planning recommendations generally. Should you choose to act on any of our recommendations, you are not obligated to implement the recommendations through any of our other investment advisory services or any Associated Persons of our firm. Moreover, you may act on our recommendations by placing securities transactions with the brokerage firm of your choice. Please refer to *Item 5 - Fees and Compensation* below for additional disclosures on this topic.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

Prior to engaging our firm to provide financial planning and/or consulting services, you will generally be required to enter into a *Financial Planning and Consulting Agreement* with us that sets forth the terms and conditions of the engagement, describes the scope of the services to be provided, and the portion of the fee that is due from you prior to our commencing services.

As indicated above, to the extent requested by you, we may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. for a separate and additional fee per the terms and conditions of a *Financial Planning and Consulting Agreement*. Please Note: We do not serve as an attorney or accountant, and no portion of our services should be construed as same. Accordingly, we do not prepare estate planning documents or tax returns. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.), including our representatives in their separate individual capacities as licensed insurance agents. You are under no obligation to engage the services of any such recommended professional. You retain absolute discretion over all such implementation decisions and are free to accept or reject any recommendation from us and/or our representatives (see Item 10 below). Please Note: If you engage any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from and against the engaged professional. Please Also Note – Conflict of Interest: The recommendation by our representative that a client purchase an insurance commission product from our representative in his/her individual capacity as an insurance agent, presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any securities or insurance commission products from our representative. Clients are reminded that they may purchase insurance products recommended by us through other, non-affiliated broker-dealers and/or insurance agencies. Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above.

Either party may terminate the Financial Planning and Consulting Agreement by providing hard copy written notice to the other party (email or electronic notice will not suffice), which written notice must be signed by the terminating party. You will incur a pro rata charge for services rendered prior to termination of the agreement. If you terminate the agreement and have contracted with us on a fixed-fee basis, you will be charged for services rendered based on our hourly rate of \$250 multiplied by the number of hours spent up to the time the cancellation notice was received by our firm. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Advisory Services to Retirement Plans

As disclosed above, we offer various levels of advisory and consulting services to employee benefit plans ("Plan") and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors in meeting their management and fiduciary obligations to Participants under the Employee Retirement Income Securities Act ("ERISA"). Pursuant to adopted regulations of the U.S. Department of Labor under ERISA Section 408(b)(2), we are required to provide the Plan's responsible plan fiduciary (the person who has the authority to engage us as an investment adviser to the Plan) with a written statement of the services we provide to the Plan, the compensation we receive for providing those services, and our status (which is described below).

The services we provide to your Plan and the compensation we receive for providing those services are described above, and in the service agreement that you have previously signed with our firm. We may, with consent of the Plan, and in accordance with Plan documents, bill out-of-pocket expenses (such as overnight mailings, messenger, translation fees, etc.) at cost. We do not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants.

In providing services to the Plan and Participants, our status is that of an investment adviser registered under the Investment Advisers Act of 1940, and we are not subject to any disqualifications under Section 411 of ERISA. In performing fiduciary services, we are acting either as a discretionary or non-discretionary fiduciary of the Plan as defined in Section 3(21) under ERISA.

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 your age, result in adverse tax consequences). If we recommend that a client roll over their retirement plan assets into an account to be managed by us, such a recommendation creates a *conflict of interest* if we will earn new (or increase our current) compensation as a result of the rollover. When acting in such capacity, we serve as a fiduciary under the Employee Retirement Income Security Act (ERISA), or the Internal Revenue Code, or both. No client is under any obligation to roll over retirement plan assets to an account managed by us. Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.

ERISA / IRC Fiduciary Acknowledgment

If you are: (i) a retirement plan ("Plan") organized under ERISA; (ii) a participant or beneficiary of a Plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code, with authority to direct the investment of assets in his or her Plan account or to take a distribution; (iii) the beneficial owner of an IRA acting on behalf of the IRA; or (iv) a Retail Fiduciary with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code: then we represent that we and our representatives are fiduciaries under ERISA or the Internal Revenue Code, or both, with respect to any investment advice provided by us or our representatives or with respect to any investment recommendations regarding an ERISA Plan or participant or beneficiary account.

Trustee Directed Plans

We may be engaged to provide discretionary investment advisory services to ERISA retirement plans, whereby the Firm shall manage Plan assets consistent with the investment objective designated by the Plan trustees. In such engagements, we will serve as an investment fiduciary as that term is defined under The Employee Retirement Income Security Act of 1974 ("ERISA"). We will generally provide services on an "assets under management" fee basis per the terms and conditions of an Investment Advisory Agreement between the Plan and the Firm.

Participant Directed Retirement Plans

We may also provide investment advisory and consulting services to participant directed retirement plans per the terms and conditions of a *Retirement Plan Services Agreement* between the plan and us. For such engagements, we shall assist the Plan sponsor with the selection of an

investment platform from which Plan participants shall make their respective investment choices (which may include investment strategies devised and managed by us), and, to the extent engaged to do so, may also provide corresponding education to assist the participants with their decision making process.

Client Retirement Plan Assets

If requested to do so, we shall provide investment advisory services relative to the client's 401(k) plan assets. In such event, we shall allocate (or recommend that the client allocate) the retirement account assets among the investment options available on the 401(k) platform. Our ability shall be limited to the allocation of the assets among the investment alternatives available through the plan. We will not receive any communications from the plan sponsor or custodian, and it shall remain the client's exclusive obligation to notify us of any changes in investment alternatives, restrictions, etc. pertaining to the retirement account.

Portfolio Activity

We have a fiduciary duty to provide services consistent with your best interest. As part of our investment advisory services, we will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in your investment objective. Based upon these factors, there may be extended periods of time when we determine that changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by us will be profitable or equal any specific performance level(s).

Types of Investments

We primarily offer advice on mutual funds and exchange traded funds. Additionally, we may recommend other types of investments as needed. At our sole discretion, we may also advise you on any type of investment held in your portfolio at the inception of our advisory relationship, or on specific types of investments at your request. Please Note: Most mutual funds and exchange traded funds are available directly to the public. Thus, a prospective client can obtain many of the funds that may be utilized by us independent of engaging us as an investment advisor. However, if a prospective client determines to do so, he/she will not receive our initial and ongoing investment advisory services. Please Note: In addition to our 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).

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

eMoney

We may provide our clients with access to an online platform hosted by "eMoney Advisor" ("eMoney"). The eMoney platform allows a client to view their complete asset allocation, including those assets that we do not manage (the "Excluded Assets"). We do not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, we shall not be responsible for the investment performance of the Excluded Assets. You and/or your other advisors that maintain trading authority, and not us, shall be exclusively responsible for the investment performance of the Excluded Assets. In addition, eMoney also provides access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice or recommendations provided by us. We do not provide investment management, monitoring or implementation services for the Excluded Assets.

If we are asked to make a recommendation as to any Excluded Assets, you are under absolutely no obligation to accept the recommendation, and we shall not be responsible for any implementation error (timing, trading, etc.) relative to the Excluded Assets. You may engage us to provide investment management services for the Excluded Assets pursuant to the terms and conditions of the *Investment Advisory Agreement* between us and you. Finally, we shall not be held responsible for any adverse results a client may experience if you engage in financial planning or other functions available on the eMoney platform without our assistance or oversight

Client Obligations

In performing its services, we shall not be required to verify any information received from the client or from the client's designated professionals, and is expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify us 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.

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

C. We shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment representative will ascertain each client's investment objective(s). Thereafter, we shall allocate and/or recommend that you allocate investment assets consistent with the designated investment objective(s). You may, at any time, impose reasonable restrictions, in writing, on our services.

D. We do not participate in a wrap fee program.

E. Assets Under Management

As of December 31, 2017, we provide continuous management services for \$132,800,855 in client assets on a discretionary basis.

Item 5 Fees and Compensation

A. Investment Management Services

We are compensated based upon a percentage of the assets in each individual account you have under our management. The fee schedule which is applied to each account separately, subject to customization is as follows:

Assets Under Management	Annual Fee*
\$0 - \$250,000 (First \$250,000)	1.00%
\$250,001 - \$500,000 (Next \$250,000)	0.80%
\$500,001 - \$1,000,000 (Next \$500,000)	0.60%
\$1,000,001 and greater (Over \$1,000,000)	0.50%

For example, a client with 2 managed accounts worth \$1,100,000 and \$50,000, will incur the following annual asset management fees:

\$1,100,000 account: $\$250,000 \times 1.0\% + \$249,999 \times 0.8\% + \$499,000 \times 0.6\% + \$100,000 \times 0.5\%$:
\$8000

\$50,000 account: \$50,000 x 1.0%: \$500

The Client's fee total will be \$8,500.

* We apply a minimum annual investment management fee of \$500 (\$125 per quarter) per client. Upon our written notice, our asset management fees may be increased or decreased based on the characteristics of your situation, including complexity; type and/or number of client accounts; amount and degree of initial and ongoing services; and the probability of future substantial contributions or withdrawals to or from your account(s), among others. Clients may have alternate fee arrangements.

Our investment advisory fee is negotiable at its 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 us and/or its representatives, and negotiations with you. Certain legacy clients may have accepted different pre-existing service offerings from us and may therefore receive services under different fee schedules than as set forth above. As a result of these factors, similarly situated clients could pay different fees, the services to be provided by us 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. Ironwood Wealth Management's Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above fee determination.

Financial Planning Services

Planning and consulting fees are negotiable, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). Financial planning services are provided on either a fixed or hourly fee basis in accordance with the following fee schedule:

Fixed fees for financial planning services begin at \$250 and may increase depending upon the scope of the requested services and the complexity of your financial situation. Generally, we require payment of one-half of the financial planning/consulting fee upon entering into the agreement for services. The remaining balance is due and payable upon delivery of the financial plan or completion of the agreed upon services. For clients that choose to contract with us for on-going financial planning services, we generally require the payment of these fees monthly in arrears. Under no circumstances will we require prepayment of a fee more than six months in advance and in excess of \$500.

B. Clients may elect to have our advisory fees deducted from their custodial account. Both our Investment Advisory Agreement and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of our investment advisory fee and to directly remit that management fee to us in compliance with regulatory procedures. In the limited event that we bill you directly, payment is due upon receipt of our invoice.

We 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. The management fee for the first billing will be pro-rated for accounts that are placed under management after the beginning of the quarter. If assets are deposited after the inception of a quarter, the fee chargeable with respect to such assets

as of the next calculation date will be prorated based on the number of days during the quarter the assets were held in the account. For valuation purposes the assets will be treated as if they were held in the account as of the end of the quarter. Client will be entitled to a pro rata refund of any pre-paid quarterly fee based upon the number of days remaining in the quarter after termination

C. Additional Fees and Expenses

The custodian holding your funds and securities may, on occasion and solely at their discretion, charge fees to you for other services you request in addition to the compensation they receive for custodial services (such as wire transfers or bill pay fees) provided to you. Also, it is the current practice of certain custodians to charge a "flat" transaction fee to you on trades executed at other brokers. We do not share in any portion of these additional fees.

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You may also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to *Item 12 - Brokerage Practices* below.

As discussed below, unless you direct otherwise or an individual client's circumstances require, we shall generally recommend that Fidelity serve as the broker-dealer and custodian for client investment management assets. Broker-dealers such as Fidelity charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to our investment management fee, brokerage commissions and/or transaction fees, 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).

D. Our annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. The Investment Advisory Agreement between us and you will continue in effect until terminated by either party by written notice in accordance with the terms of the Investment Advisory Agreement. Upon termination, we shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

E. Neither we, nor our representatives accept compensation from the sale of securities or other investment products.

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

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described in *Item 5 – Fees and*

Compensation, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We typically offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities. In general, we require a minimum of \$100,000 for portfolio management with a minimum annual fee of \$500 per client to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

We, in our sole discretion, may charge a lesser investment advisory fee, waive or modify its account minimum or minimum fee, and/or a charge a flat fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, competitive pricing, negotiations with client, etc.). Please Note: As 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. Please Also Note: If you maintain less than \$50,000 of assets under our management, and are subject to the \$500 minimum fee, you will pay a higher percentage quarterly fee than the 1.00% referenced in the fee schedule at Item 5 above.

ANY QUESTIONS: Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding advisory fees.

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

A. We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Fundamentally Based Analysis - involves reviewing asset classes, or sectors or securities in an attempt to determine if they are over or undervalued.
- Technical Analysis - studying past patterns and trends in the financial markets in an attempt to determine direction.
- Investment Manager Review and Analysis - studying various characteristics of mutual funds, exchange traded funds, and other vehicles.
- Quantitative Analysis - involves reviewing various mathematic models or ratios
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

We have to rely on various sources of information and various third party providers to conduct analysis and reviews. Your restrictions and guidelines may affect the composition of your portfolio.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary

consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the "first-in, first-out" ("FIFO") accounting method for calculating the cost basis of your investments, however, in certain instances Fidelity may default to average cost basis for mutual funds. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in all types of securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

B. Our methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis, we must have access to current/new market information. We have no control over the dissemination rate of market information; therefore, unbeknownst to us, certain analyses may be compiled with outdated market information, severely limiting the value of our analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Our primary investment strategies - Long Term Purchases and Short Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

C. Recommendation of Particular Types of Securities

As disclosed above in *Item 4 - Advisory Business*, we primarily recommend mutual funds and exchange traded funds. Each type of security has its own unique set of associated risks and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely, and there is no assurance that any security will be profitable or suitable for a particular client's portfolio. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it, but a low returning vehicle may decline substantially as well.

Mutual funds and exchange traded funds (ETFs), which include index funds, are professionally managed collective investment systems that pool money from many investors and invest in

stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, other types of mutual funds do charge such fees which can also reduce returns. While we have not used the types of Mutual Funds that charge a load fee to buy in or sell out of in the past, the possibility exists that we could. In the event we do, we will not share in such load fees. Mutual funds can also be "closed end" or "open end." So-called "open end" mutual funds continue to allow in new investors indefinitely which can dilute other investors' interests.

Item 9 Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of management. We do not have any required disclosures under this item.

Item 10 Other Financial Industry Activities and Affiliations

A. Neither we, nor our representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

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

C. Licensed Insurance Agents

Certain of our representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage certain of our representatives to purchase insurance products on a commission basis.

Conflict of Interest: The recommendation by our representatives that a client purchase a securities or insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend investment products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any commission products from our representatives. Clients are reminded that they may purchase securities or insurance products recommended by us through other, non-affiliated insurance agents or broker-dealers.

Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

D. We do not recommend or select other investment advisors for our clients.

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

A. Description of Code of Ethics

We have adopted a Code of Ethics that sets the standard of conduct expected to comply with applicable securities laws. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. We adhere strictly to these guidelines. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. You may contact us at 304-760-6000 to request a copy of our Code of Ethics.

B. Participation or Interest in Client Transactions

Neither our firm nor any of our Associated Persons recommends, buys, or sells for client accounts, securities in which we or any of our Associated Persons have a material financial interest.

C. Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. This practice may create a situation where we and/or our representatives are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as “scalping” (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if we did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, “front-running” (i.e., personal trades executed prior to those of our clients) and other potentially abusive practices.

We have a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of our “Access Persons”. Our securities transaction policy requires that each of our Access Persons must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person’s current securities holdings at least once each twelve (12) month period thereafter on a date we select; provided, however that at any time that we have only one Access Person, he or she shall not be required to submit any securities report described above.

These requirements are not applicable to: (i) direct obligations of U.S. government; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds; and (v) shares of exchange traded funds.

D. We and/or our representatives may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where we and/or our representatives are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above in Item 11.C, we have a

personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of our Access Persons.

Item 12 Brokerage Practices

A. We will recommend a custodian to clients such as Fidelity, among others, to open client accounts, hold funds and other services. Prior to engaging us to provide investment management services, you will be required to enter into a formal *Investment Advisory Agreement* with us setting forth the terms and conditions under which we shall advise on your assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that we consider in recommending Fidelity (or any other broker-dealer/custodian to clients) include historical relationship with us, financial strength, reputation, execution capabilities, pricing, research, and service. Although the transaction fees paid by our clients shall comply with our duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, transaction rates, and responsiveness. Accordingly, although we will seek competitive rates, it may not necessarily obtain the lowest possible rates for client account transactions. Transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, our investment advisory fee.

When recommending a custodian, we will attempt to minimize the total cost for all brokerage services paid by you. However, it may be the case that the recommended custodian charges a higher fee for a particular type of service, such as commission rates, than can be obtained from another custodian. Best execution is not measured solely by reference to commission rates. Paying a broker a higher commission rate than another broker might charge is permissible if the difference in cost is reasonably justified by the quality of the brokerage services offered. We do not obligate ourselves to seek the lowest transaction charges in all cases except to the extent that it contributes to the overall goal of obtaining the best results for your account. There is no requirement that you use the broker that we recommend; however, we reserve the right to not accept your account if you choose to select a different broker or dealer.

1. Research and Additional Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, it is expected that our firm will receive some economic benefits, for example, research and access to investment consultants, from various custodians in connection with utilizing their brokerage services on behalf of your account. Research products and services we may receive from custodians and brokerage firms, including Fidelity, investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by us in furtherance of its investment advisory business operations. Such research products and services are provided to all investment advisers that utilize Fidelity and are not considered to be paid for with soft dollars. However, the commissions charged by a particular broker for a particular transaction or set of transactions

may be greater than the amounts another broker who did not provide research services or products might charge.

Associated Persons of our firm may, from time to time, attend conferences offered by various vendors and/or wholesalers. These conferences may be offered to these persons at a discounted price or no cost.

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

Our clients do not pay more for investment transactions effected and/or assets maintained at Fidelity as a result of this arrangement. There is no corresponding commitment made by us to Fidelity 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.

Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.

2. We do not receive referrals from broker-dealers.

3. Directed Brokerage

In limited circumstances, and at our discretion, some clients may instruct our firm to use one or more particular brokers for the transactions in their accounts (directed brokerage arrangements). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and we will not seek better execution services or prices from other broker-dealers or be able to “batch” the client's transactions for execution through other broker-dealers with orders for other accounts managed by us. As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Please Note: In the event that the client directs us to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through us. Higher transaction costs adversely impact account performance. Please Also Note: Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.

B. Block Trades

Transactions for each client generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Item 13 Review of Accounts

A. We monitor client portfolios as part of an ongoing process while regular account reviews are conducted at least quarterly. You are encouraged to discuss your needs, goals, and objectives with our firm, and to keep us informed of any changes in this information. Additional reviews may be conducted at your request, or based on various circumstances, including, but not limited to, contributions and withdrawals, year-end tax planning, market moving events, changes in your financial situation, and/or, changes in your risk/return objectives.

Personnel currently performing reviews are: John D. Williams, CFP®, CIMA, President; Christopher E. Ashworth, CFP®, Investment Adviser Representative. The individuals conducting reviews may vary from time to time, as personnel join or leave our firm.

B. We may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.

C. You will receive account statements and transaction confirmations, at least quarterly, directly from your account custodian. Additionally, we *may* provide periodic portfolio review reports. If you receive reports from our firm, we encourage you to reconcile our reports with those received from the qualified custodian. If you find your holdings differ between these two statements, please call our main office number located on the cover page of this brochure.

Item 14 Client Referrals and Other Compensation

A. As referenced in Item 12.A.1 above, we receive an economic benefit from Fidelity. We, without cost (and/or at a discount), receives support services and/or products from Fidelity.

Our clients do not pay more for investment transactions effected and/or assets maintained at Fidelity as a result of this arrangement. There is no corresponding commitment made by us to Fidelity 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.

Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.

B. We do not compensate any non-supervised person for client referrals.

Item 15 Custody

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

Please Note: To the extent that we provide clients with periodic account statements or reports, the client is urged to compare any statement or report provided by us with the account statements received from the account custodian

If you have a question regarding your account statement or if you did not receive a statement from your custodian, contact our firm at 304-760-6000.

Item 16 Investment Discretion

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement, a power of attorney, and/or trading authorization forms. You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s), and the commission rates to be paid, without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to *Item 4 - Advisory Business* for more information on our discretionary management services.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis. Refer to the *Advisory Business* section above for more information on our non-discretionary management services.

Item 17 Voting Client Securities

Without exception, we will not vote proxies on behalf of your advisory accounts. However, at your request, we may offer you advice regarding the exercise of your proxy voting rights.

Item 18 Financial Information

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$1,200 in fees and six or more months in advance, or

- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

We have not been the subject of a bankruptcy petition.

Item 19 Requirements for State Registered Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

Item 20 Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Contact our firm at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

John David Williams

Williams Financial Group, Inc. dba Ironwood Wealth Management

**FORM ADV PART 2B, BROCHURE SUPPLEMENT
March 27, 2018**

**Contact: John Williams, Chief Compliance Officer
18 Chase Drive, Chase Park
Hurricane, WV 25526**

**Telephone: 304-760-6000
Facsimile: 304-760-6156**

www.ironwood-wealth.com

This brochure supplement provides information about John D. Williams that supplements the Williams Financial Group, Inc. dba Ironwood Wealth Management brochure. You should have received a copy of that brochure. Please contact our firm at 304-760-6000 if you did not receive Williams Financial Group, Inc. dba Ironwood Wealth Management's brochure or if you have any questions about the contents of this supplement.

Additional information about Williams Financial Group, Inc. dba Ironwood Wealth Management is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Educational Background and Business Experience

John D. Williams, CFP®, CIMA®

Year of Birth: 1963

Formal Education:

- A.A.S., West Virginia State University, 1989.
- B.S., University of Charleston, 1995.
- Denver College of Financial Planning, Chartered Retirement Planning CounselorSM (CRPC®), 1998.
- The Wharton School of the University of Pennsylvania in conjunction with Investment Management Consultants Association, Certified Investment Management AnalystSM (CIMA®), 2000.
- Denver College of Financial Planning - coursework required to sit for CFP comprehensive exam, 2001.
- Certified Financial Planner Board of Standards, Inc., Certified Financial PlannerTM (CFP®), 2001.
- Denver College of Financial Planning, Accredited Asset Management SpecialistSM (AAMS®), 2007.

Business Background for the Previous Five Years:

- Williams Financial Group, Inc. dba Ironwood Wealth Management and its predecessor firm, President, 12/2001 to Present.
- Purshe Kaplan Sterling Investments, Registered Principal, 1/2004 to 2/2014.

Accredited Asset Management SpecialistSM "AAMS®"

Mr. Williams has held the designation of Accredited Asset Management Specialist (AAMS®) since 2007. The AAMS® is awarded by the College for Financial Planning to investment professionals who complete its 12-module AAMS® Professional Education Program, pass an examination, commit to a code of ethics and agree to pursue continuing education. Continued use of the AAMS® designation is subject to ongoing renewal requirements. Every two (2) years the designee must renew their right to continue using the AAMS® designation by completing 16 hours of continuing education and reaffirming to abide by the Standards of Professional Conduct.

Chartered Retirement Planning CounselorSM "CRPC®"

Mr. Williams has held the designation of Chartered Retirement Planning Counselor (CRPC®) since 1998. The College of Financial Planning® awards the CRPC® designation to applicants who complete the CRPC® professional education program, pass a final examination, commit to a code of ethics and agree to pursue continuing education. Continued use of the CRPC® designation is subject to ongoing renewal requirements. Every two (2) years the designee must renew their right to continue using the CRPC® designation by completing 16 hours of continuing education and reaffirming to abide by the Standards of Professional Conduct.

Certified Investment Management AnalystSM "CIMA®"

Mr. Williams has held the designation of Certified Investment Management Analyst (CIMA®) since 2000. The CIMA® certification signifies that an individual has met initial and on-going experience, ethical, education, and examination requirements for investment management consulting, including advanced investment management theory and application. Prerequisites for the CIMA® certification are three years of financial services experience and an acceptable regulatory history. To obtain the CIMA® certification, candidates must pass an online Qualification Examination, successfully complete a one-week classroom education program provided by a Registered

Education Provider at an AACSB accredited university business school, and pass an online Certification Examination. CIMA® designees are required to adhere to IMCA's Code of Professional Responsibility, Standards of Practice, and Rules and Guidelines for Use of the Marks. CIMA® designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification. The designation is administered through Investment Management Consultants Association (IMCA®).

Certified Financial Planner™ “CFP®”

Mr. Williams has been a CERTIFIED FINANCIAL PLANNER™ since 2001. The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 79,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must currently satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board's studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor's Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board's financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination, administered in 6 hours, includes case studies and client scenarios designed to test one's ability to correctly diagnose financial planning issues and apply one's knowledge of financial planning to real world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board's Standards of Professional Conduct, a set of documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must currently complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation

of their CFP® certification.

Item 3 Disciplinary Information

None

Item 4 Other Business Activities

A. Mr. Williams is not actively engaged in any other investment-related businesses or occupations.

B. Licensed Insurance Agent

Mr. Williams, in his individual capacity, is a licensed insurance agent, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage Mr. Williams to purchase insurance products on a commission basis. Conflict of Interest: The recommendation by Mr. Williams that a client purchase an insurance commission product presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any insurance commission products from Mr. Williams. Clients are reminded that they may purchase insurance products recommended by Mr. Williams through other, non-affiliated insurance agents. Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Item 5 Additional Compensation

Please refer to the *Other Business Activities* section above for disclosures on Mr. Williams's receipt of additional compensation as a result of his activities as a licensed insurance agent.

Also, please refer to the *Fees and Compensation* section of our firm brochure for additional disclosures on this topic.

Item 6 Supervision

Ironwood Wealth Management provides investment advisory and supervisory services in accordance with its policies and procedures manual. The primary purpose of our Rule 206(4)-7 policies and procedures is to comply with the supervision requirements of Section 203(e)(6) of the Investment Advisers Act of 1940 (the "Act"). Our Chief Compliance Officer, John Williams, is primarily responsible for the implementation of our policies and procedures and overseeing the activities of our supervised persons. Should an employee, independent contractor, investment adviser representative, or solicitor of ours have any questions regarding the applicability/relevance of the Act, the Rules thereunder, any section thereof, or any section of the policies and procedures, he/she should address those questions with the Chief Compliance Officer. Should a client have any questions regarding our supervision or compliance practices, please contact John Williams at (304) 760-6000.

Christopher Edward Ashworth

Williams Financial Group, Inc. dba Ironwood Wealth Management

**FORM ADV PART 2B, BROCHURE SUPPLEMENT
March 27, 2018**

**Contact: John Williams, Chief Compliance Officer
18 Chase Drive, Chase Park
Hurricane, WV 25526**

**Telephone: 304-760-6000
Facsimile: 304-760-6156**

www.ironwood-wealth.com

This brochure supplement provides information about Christopher E. Ashworth that supplements the Williams Financial Group, Inc. dba Ironwood Wealth Management brochure. You should have received a copy of that brochure. Please contact our firm at 304-760-6000 if you did not receive Williams Financial Group, Inc. dba Ironwood Wealth Management's brochure or if you have any questions about the contents of this supplement.

Additional information about Williams Financial Group, Inc. dba Ironwood Wealth Management is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Educational Background and Business Experience

Christopher E. Ashworth, CFP®

Year of Birth: 1974

Formal Education:

- B.A., Marshall University, 1997
- Masters of Business Administration, Xavier University 2003
- Xavier University - coursework required to sit for CFP® comprehensive exam, 2004.
- Certified Financial Planner Board of Standards, Inc., Certified Financial Planner TM (CFP®), 2006.

Business Background for the Previous Five Years:

- Williams Financial Group, Inc. dba Ironwood Wealth Management, Investment Adviser Representative, 04/2007 to Present.
- Purshe Kaplan Sterling Investments, Registered Representative, 04/2007 to 02/2014.
- BB&T Bank, Wealth Management Advisor, 01/2007 - 04/2007.
- BB&T Investments, Registered Representative, 01/2007 - 04/2007.
- Fidelity Investments Institutional Services Company, Inc., 11/1997 - 01/2007.

Certified Financial Planner™ “CFP®”

Mr. Ashworth has been a CERTIFIED FINANCIAL PLANNER™ since 2006. The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 79,000 individuals have obtained CFP® certification in the United States.

To attain the right to use the CFP® marks, an individual must currently satisfactorily fulfill the following requirements:

- Education – Complete an advanced college-level course of study addressing the financial planning subject areas that CFP Board’s studies have determined as necessary for the competent and professional delivery of financial planning services, and attain a Bachelor’s Degree from a regionally accredited United States college or university (or its equivalent from a foreign university). CFP Board’s financial planning subject areas include insurance planning and risk management, employee benefits planning, investment planning, income tax planning, retirement planning, and estate planning;
- Examination – Pass the comprehensive CFP® Certification Examination. The examination, administered in 6 hours, includes case studies and client scenarios designed to test one’s ability to correctly diagnose financial planning issues and apply one’s knowledge of financial planning to real world circumstances;
- Experience – Complete at least three years of full-time financial planning-related experience (or the equivalent, measured as 2,000 hours per year); and
- Ethics – Agree to be bound by CFP Board’s Standards of Professional Conduct, a set of

documents outlining the ethical and practice standards for CFP® professionals.

Individuals who become certified must currently complete the following ongoing education and ethics requirements in order to maintain the right to continue to use the CFP® marks:

- Continuing Education – Complete 30 hours of continuing education hours every two years, including two hours on the Code of Ethics and other parts of the Standards of Professional Conduct, to maintain competence and keep up with developments in the financial planning field; and
- Ethics – Renew an agreement to be bound by the Standards of Professional Conduct. The Standards prominently require that CFP® professionals provide financial planning services at a fiduciary standard of care. This means CFP® professionals must provide financial planning services in the best interests of their clients.

CFP® professionals who fail to comply with the above standards and requirements may be subject to CFP Board's enforcement process, which could result in suspension or permanent revocation of their CFP® certification.

Item 3 Disciplinary Information

None

Item 4 Other Business Activities

A. Mr. Ashworth is not actively engaged in any other investment-related businesses or occupations.

B. Licensed Insurance Agent

Mr. Ashworth, in his individual capacity, is a licensed insurance agent, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage Mr. Ashworth to purchase insurance products on a commission basis. Conflict of Interest: The recommendation by Mr. Ashworth that a client purchase an insurance commission product presents a *conflict of interest*, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than on a particular client's need. No client is under any obligation to purchase any insurance commission products from Mr. Ashworth. Clients are reminded that they may purchase insurance products recommended by Mr. Ashworth through other, non-affiliated insurance agents. Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above conflict of interest.

Item 5 Additional Compensation

Refer to the *Other Business Activities* section above for disclosures on Mr. Ashworth's receipt of additional compensation as a result of his activities as a licensed insurance agent.

Refer to the *Fees and Compensation* section of our firm brochure for additional disclosures on this topic.

Item 6 Supervision

Ironwood Wealth Management provides investment advisory and supervisory services in accordance with its policies and procedures manual. The primary purpose of our Rule 206(4)-7 policies and procedures is to comply with the supervision requirements of Section 203(e)(6) of the Investment Advisers Act of 1940 (the "Act"). Our Chief Compliance Officer, John Williams, is primarily responsible for the implementation of our policies and procedures and overseeing the activities of our supervised persons. Should an employee, independent contractor, investment adviser representative, or solicitor of ours have any questions regarding the applicability/relevance of the Act, the Rules thereunder, any section thereof, or any section of the policies and procedures, he/she should address those questions with the Chief Compliance Officer. Should a client have any questions regarding our supervision or compliance practices, please contact John Williams at (304) 760-6000.