

**Balance Worldwide Financial LLC  
dba  
WorthFM**

***A Registered Investment Advisor***

**Form ADV Part 2A 1  
Disclosure Brochure**

**Effective: December 14, 2015**

This Form ADV2A (the "Disclosure Brochure") provides information about the qualifications and business practices of Balance Worldwide Financial LLC dba WorthFM ("WorthFM"). If you have any questions about the contents of this Disclosure Brochure, please contact us at via our website at <http://WorthFM.com> or at the contact information below.

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

Additional information about WorthFM and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). To review the firm information for WorthFM, you may search by our business name or by our CRD # 281672.

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## **Item 2 – Material Changes**

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

### Initial Filing

WorthFM is a newly formed Registered Investment Advisor. This is the initial filing of the Disclosure Brochure.

### Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). To review the firm information for WorthFM, you may search by our business name or by our CRD # 281672. You may also request a copy of this Disclosure Brochure at any time, by contacting us via our website at <http://WorthFM.com>.

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## Item 4 – Advisory Services

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### A. Firm Information

Balance Worldwide Financial LLC (“WorthFM” or the “Advisor”) is a Registered Investment Advisor with the U.S. Securities and Exchange Commission (“SEC”) conducting business as an “Internet-only” advisor pursuant to Section 203A-2(e) of the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

The Advisor is organized as a Limited Liability Company (“LLC”) under the laws of the State of Delaware. WorthFM was founded in March 2015, and is Primarily Owned By Dailyworth.com, Inc. and Source Financial Advisors, LLC. Dailyworth.com, Inc. is primarily owned by Amanda M. Steinberg (Chief Executive Officer) and Source Advisors, LLC is primarily owned by Michelle M. Smith (Chairwoman).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by WorthFM.

### B. Advisory Services Offered

WorthFM offers investment advisory and related services to individuals, high net worth individuals, and other types of clients through its interactive web sites, including <http://WorthFM.com> (each referred to as a “Client”).

#### Investment Management Services

WorthFM provides investment advisory solutions for its Clients with asset allocation investment strategies delivered through the Advisor’s interactive website at <http://WorthFM.com>. Through interactive tools and advice models, the Advisor shall assist the Client with developing and implementing an investment and savings strategy. The Client will be directed to establish accounts at the Custodian, which typically include an “Investment Account”, “Retirement Account” and a Savings Account (each herein an “Account” and collectively the “Accounts” or the “WorthFM Bundle”).

For the Investment Account and the Retirement Account, the Advisor will implement a portfolio strategy consistent with the Clients goals, financial situations and tolerance for investment risk. Once the Client and the Advisor have determined the investment strategy for the Clients, the Advisor will implement the portfolio, which shall consist primarily of exchange-traded funds (“ETFs”).

Accounts are established in a “wrap fee” structure, which includes the costs for securities transaction fees on the overall investment advisory fee. Please see Item 4.D. below.

WorthFM’s investment strategy is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. WorthFM will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. WorthFM evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. WorthFM may recommend, on occasion, redistributing investment allocations to diversify the portfolio. The Advisor may recommend employing cash positions as a possible hedge against market movement. The Advisor may recommend selling positions for reasons that include, but are not limited to, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, and/or generating cash to meet Client needs.

WorthFM also engages additional portfolio research and trading expertise through sub-advisory relationships. These partnerships enable WorthFM to deliver institutional caliber investment offerings through a highly effective technology platform.

WorthFM will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will WorthFM accept or maintain custody of a Client’s funds or securities, except for authorized deduction of the Advisor’s fees. All Client assets will be managed within their designated brokerage account, pursuant to the terms of the investment advisory agreement with the Advisor.

#### Limited Access to Advisor

The Advisor serves as an “Internet-Only” investment advisor pursuant to Section 203A-2(e) of the Advisers Act. Under this registration the Advisor provides its investment advisory solely through its interactive website. The Advisor is not available to Clients for telephone conversations or communications through other means such as U.S. mail, courier or email (other than operational emails). The Advisor does not meet with Client’s at its offices. All advice, support and inquiries are delivered through the Advisor’s website. The Advisor may, for a limited number of Clients annually, provide customized services, subject to the limitations set forth in Section 203A-2(e) of the Advisers Act.

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

Prior to engaging WorthFM to provide investment advisory services, each Client is required to enter into an investment advisory agreement with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client. An individual may be able to access certain pages and tools on the Adviser’s website[s] without engaging the Advisor under an investment advisory agreement. Such use of the Advisor’s website[s] is subject to the terms and conditions of those site[s].

Advisory services generally include:

- Establishing an Investment Policy – WorthFM will provide the Client with interactive tools to assist the Client in defining investment goals and objectives.
- Asset Allocation – WorthFM will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for the Client.
- Portfolio Construction – WorthFM will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – WorthFM will provide investment management and ongoing oversight of the Client’s account[s].

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

The Advisor provides its investment advisory and related services in a combined or “wrapped” fee structure. The combination of investment advisory fee payable to WorthFM and securities transactions costs into a single, bundled fee structure is considered a “Wrap Fee Program”. The WorthFM Wrap Fee Program Brochure is included as Appendix 1 to this Disclosure Brochure and shall always be provided together. Clients that engage in a wrap fee structure may pay more or less than purchasing such investment separately through other providers. For additional information on fees, please see Item 5 – Fees and Compensation.

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

WorthFM is a newly established advisor. Assets under management shall be reported following the Advisor’s December 31, 2016 fiscal year end. Clients may request more current information at any time by contacting the Advisor.

### **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign an Investment advisory agreement that details the responsibilities of WorthFM and the Client.

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

The Client will pay the Advisor an investment advisory fee that is based on the asset under management in the WorthFM Bundle, excluding the value of the Client’s Savings Account. If the value of the Accounts (excluding the Savings Account) is below \$2,500.00, the Client will be charged a monthly fee of \$1.00 per month, subject to a minimum annual fee of \$12.00. If the aggregate assets in the Investment Account and the Retirement Account are, in aggregate, \$2,500.00 or greater, the Client will be charged a quarterly asset-based fee, at an annual rate of 0.50%, based on the fair market value of portfolio assets under management in the Accounts at the end of the quarter. The investment advisory fees in the first quarter of the Agreement shall be prorated from the inception date to the end of the first quarter.

Investment advisory fees will be calculated by the Advisor at the respective quarter-end date and deducted from the Client's Accounts at the Custodian. Accounts with total investments of less than \$2,500 will be billed to the Client's Savings Account.

Investment advisory fees in the first quarter of service are prorated from the inception date of each account to the end of the first quarter. Fees are not negotiable and are not based on an aggregation of all Client accounts. All securities held in accounts managed by WorthFM will be independently valued by the Client's Custodian. WorthFM will not have the authority or responsibility to value portfolio securities.

#### **B. Fee Billing**

Investment advisory fees will be calculated by the Advisor and automatically deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with WorthFM at the end of each quarter. Clients will be provided with a quarterly statement from the Custodian reflecting deduction of the investment advisory fee. In addition, the Advisor makes information regarding the Client's account[s] and fees available to the Client via our website at <http://WorthFM.com>. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting WorthFM to be paid directly from their accounts held by the Custodian as part of the Investment advisory agreement and separate account forms provided by the Custodian.

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

Clients may incur certain fees or charges imposed by third parties, other than WorthFM, in connection with investments made on behalf of the Client's account[s]. The Advisor typically includes securities transactions costs as part of its overall advisory fees. The Advisor often implements portfolios using ETFs are not charged a securities transaction fee by the Custodian. Please see Item 4.D. above.

In addition, all fees paid to WorthFM for investment advisory services are separate and distinct from the expenses charged by ETFs to their shareholders. These fees and expenses are described in each ETF's prospectus. These fees and expenses will generally be used to pay management fees for the ETFs, other fund expenses, account administration (e.g., custody, brokerage and account reporting). A Client could invest in these products directly, without the services of WorthFM, but would not receive the services provided by WorthFM which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by WorthFM to fully understand the total fees to be paid.

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

WorthFM is compensated for its services at the end of the quarter in which investment advisory services are rendered. Clients may request to terminate their investment advisory agreement with WorthFM, in whole or in part, by providing advance written notice. The Client shall be responsible for investment advisory fees and other fees, up to and including the effective date of termination. The Client's Investment advisory agreement with the Advisor is non-transferable without the Client's written approval.

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

WorthFM does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the Investment Advisory Fees noted above.

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

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

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

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## **Item 7 – Types of Clients**

WorthFM offers investment advisory and related services to individuals, high net worth individuals, and other types of clients through interactive web sites, including <http://WorthFM.com> (each referred to as a “Client”). WorthFM requires a minimum initial account size of \$25 to establish a relationship. The Accounts are also subject to a minimum annual fee of \$12.00.

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

### **A. Methods of Analysis**

WorthFM primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from WorthFM is derived primarily from its institutional sub-advisory relationships.

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

### **B. Risk of Loss**

Past performance is not a guarantee of future returns. Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. WorthFM will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Additional details regarding the risks associated with a Client’s investment portfolio are also provided on the Advisor’s websites.

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## **Item 9 – Disciplinary Information**

WorthFM and its advisory personnel value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). To review the firm information contained in Form ADV Part 1, select the option for “Investment Adviser Search”, then selecting “Firm” and enter **281672** in the field labeled “Firm Name or CRD# or SEC#”. This will provide access to Form ADV Parts 1 and 2. Item 11 of the Form ADV Part 1 lists legal and disciplinary disclosure questions.

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

The sole business of WorthFM is to provide investment advisory services to its Clients and is not involved in other business endeavors. WorthFM does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client’s accounts.

### Other Registered Investment Advisor

Michelle M. Smith (Chairwoman) is also the primary owner and an advisory person with Source Financial Advisors, LLC, an SEC registered investment advisor.

### Financial Media Company

Amanda Steinberg is also the primary owner and CEO of Dailyworth.com, Inc., a financial media company.

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

WorthFM has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all associated persons of WorthFM. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. WorthFM and its associated



persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of WorthFM's associated persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address ethics and conflicts of interest.

WorthFM allows our associated persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. WorthFM does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. WorthFM does not have a material interest in any securities traded in Client accounts. When trading for personal accounts, associated persons of WorthFM may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by WorthFM requiring reporting of personal securities trades by its associated persons for review by the Chief Compliance Officer. While WorthFM allows our associated persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. At no time will WorthFM, or any associated person of WorthFM, transact in any security to the detriment of any Client.

To request a copy of our Code of Ethics, please contact us via our website at <http://WorthFM.com>.

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

WorthFM does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services. The Client will establish an agreement with the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize WorthFM to direct trades to the Custodian as agreed in the investment advisory agreement. Further, WorthFM does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis. WorthFM requires that Clients establish their account[s] at TD Ameritrade Inc. ("TD Ameritrade"), a FINRA-registered broker-dealer and member SIPC. TD Ameritrade will serve as the Client's "qualified custodian". WorthFM maintains an institutional relationship with TD Ameritrade, whereby the Advisor receives economic benefits from TD Ameritrade however, there is no direct link between the Advisor's institutional relationship and the investment advice we provide to our clients or the securities we may recommend. WorthFM recommends TD Ameritrade based on criteria such as, but not limited to, the reasonableness of commissions charged, execution capabilities, services that are made available to the Client, and access to technology (Please see Item 14 below).

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

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers whereby an advisor enters into an agreement to place security trades with the broker in exchange for research and other services. WorthFM does not participate in soft dollar programs sponsored or offered by any broker-dealer. However, WorthFM does receive indirect economic benefits through its institutional relationship with TD Ameritrade (Please see Item 14 below).

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

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

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

WorthFM may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple accounts. If a block trade cannot be executed in full at the same price or time, the



securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

### **Item 13 – Review of Accounts**

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Securities in Client accounts are monitored on a regular and continuous basis by Principals of WorthFM and its sub-advisory partners. Formal reviews are generally conducted at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify WorthFM if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

The Client will receive brokerage statements no less than quarterly from the trustee or custodian. These brokerage statements are sent directly from the custodian to the Client. The Client may also establish electronic access to the custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Client will also have access to their accounts via our website at <http://WorthFM.com>.

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

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WorthFM is a fee-only advisory firm, who, in all circumstances, is compensated solely by the Client. WorthFM does not receive commissions from product sponsors, broker-dealers or any un-related third party.

#### Participation in Institutional Advisor Platform

WorthFM participates in the institutional advisor program (the "Program") offered by TD Ameritrade Institutional. TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC/NFA ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisors services, which include custody of securities, trade execution, clearance and settlement of transactions. The Advisor receives some benefits from TD Ameritrade through its participation in the Program. As disclosed above, WorthFM participates in TD Ameritrade's institutional customer program and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, WorthFM endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by WorthFM or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

### **Item 15 – Custody**

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WorthFM does not accept or maintain custody of any Client accounts, except for the authorized deduction of the advisor's fee. All Clients must place their assets with a qualified custodian. Clients are required to select the

Custodian to retain their funds and securities and direct WorthFM to utilize that Custodian for the Client's security transactions. WorthFM also encourages Clients to review statements provided by the Custodian. For more information about custodians and brokerage practices, see "Item 12 - Brokerage Practices".

### **Item 16 – Investment Discretion**

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

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

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The Advisor may be granted the discretionary authority to receive and vote proxies by the Client through the Client's separate agreement with the Custodian. The Advisor generally abstains from voting, unless the Advisor views, in its fiduciary duty, that the particular vote is both important and necessary for the interests of the Client. In such instances, the Advisor will render its vote based on the specific circumstances of that proxy.

### **Item 18 – Financial Information**

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

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

**Effective: December 14, 2015**

This Form ADV2A – Appendix 1 ("Wrap Fee Program Brochure") provides additional information about the business practices of Balance Worldwide Financial LLC dba WorthFM ("WorthFM") with respect to the WorthFM Wrap Fee Program. If you have any questions about the contents of this Disclosure Brochure, please contact us at via our website at <http://WorthFM.com> or at the contact information below.

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

Additional information about WorthFM and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). To review the firm information for WorthFM, you may search by our business name or by our CRD # 281672.

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## **Item 2 – Material Changes**

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Form ADV 2 - Appendix 1 provides information regarding the WorthFM Wrap Fee Program. This Wrap Fee Program Brochure must always be accompanied with the WorthFM Form ADV 2A ("Disclosure Brochure").

### Material Changes

This is the initial version of the WorthFM Wrap Fee Program Brochure.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). To review the firm information for WorthFM, you may search by our business name or by our CRD # 281672. You may also request a copy of this Disclosure Brochure at any time, by contacting us via our website at <http://WorthFM.com>.

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## Item 4 – Services Fees and Compensation

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The WorthFM Wrap Fee Program (the Wrap Fee Program”) is an investment advisory program sponsored by Balanced Worldwide Financial LLC dba Worth FM. (“WorthFM” or the “Advisor”). Through the Wrap Fee Program, WorthFM provides tailored investment advisory services for its Clients. These services are provided exclusively through the Advisor’s website at <http://WorthFM.com>.

The Wrap Fee Program Brochure is provided solely as a disclosure as WorthFM typically includes securities transaction fees as part of its overall investment advisory fee (as detailed in Item 5 of the Disclosure Brochure). This Wrap Fee Program Brochure will reference back to the WorthFM Disclosure Brochure in which this Wrap Fee Brochure is an Appendix.

WorthFM offers investment advisory and related services to individuals, high net worth individuals, and other types of clients through interactive web sites, including <http://WorthFM.com> (each referred to as a “Client”).

Please see Item 4 of the Disclosure Brochure for details regarding the Advisor’s investment management services.

The Client will pay the Advisor an investment advisory fee that is based on the asset under management in the WorthFM Bundle, excluding the value of the Client’s Savings Account. If the value of the Accounts (excluding the Savings Account) is below \$2,500.00, the Client will be charged a monthly fee of \$1.00 per month, subject to a minimum annual fee of \$12.00. If the aggregate assets in the Investment Account and the Retirement Account are, in aggregate, \$2,500.00 or greater, the Client will be charged a quarterly asset-based fee, at an annual rate of 0.50%, based on the fair market value of portfolio assets under management in the Accounts at the end of the quarter. The investment advisory fees in the first quarter of the Agreement shall be prorated from the inception date to the end of the first quarter.

Investment advisory fees will be calculated by the Advisor at the respective quarter-end date and deducted from the Client’s Accounts at the Custodian. Accounts with total investments of less than \$2,500 will be billed to the Client’s Savings Account.

Investment advisory fees in the first quarter of service are prorated from the inception date of each account to the end of the first quarter. Fees are not negotiable and are not based on an aggregation of all Client accounts. All securities held in accounts managed by WorthFM will be independently valued by the Client’s Custodian. WorthFM will not have the authority or responsibility to value portfolio securities.

Advisory Services provided by WorthFM pursuant to a wrap fee structure may cost the Client more or less than purchasing these types of investment management services separately. When the Advisor absorbs normal securities transactions fees, the Advisor may have a financial incentive to limit the transactions in Client accounts, as each trade will increase costs to the Advisor. The costs of the Wrap Fee Program varies depending on services to be provided be to each Client.

Additional details are included in Item 5.A. of the Disclosure Brochure.

The WorthFM Wrap Fee Program includes typical securities trading costs incurred in connection with the discretionary investment management services provided by WorthFM. Securities transaction fees for Client-directed trades may be charged to the Client. Clients engaging the Advisor under this Wrap Fee Program will typically pay a higher overall investment advisory fee, but will not be responsible for securities transaction fees for their accounts. Clients should discuss the expected level of trading in the Client’s account[s] to determine whether to engage the Advisor under this Wrap Fee Program or pay for securities transaction fees separately. Fees may be negotiable at the sole discretion of the Advisor.

Clients may incur certain fees or charges imposed by third parties, other than WorthFM, in connection with investments made on behalf of the Client’s account[s]. The Advisor typically includes securities transactions costs as part of its overall advisory fees. The Advisor often implements portfolios using ETFs are not charged a securities transaction fee by the Custodian. Please see Item 4.D. above.

In addition, all fees paid to WorthFM for investment advisory services are separate and distinct from the expenses charged by ETFs to their shareholders. These fees and expenses are described in each ETF's prospectus. These fees and expenses will generally be used to pay management fees for the ETFs, other fund expenses, account administration (e.g., custody, brokerage and account reporting). A Client could invest in these products directly, without the services of WorthFM, but would not receive the services provided by WorthFM which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by WorthFM to fully understand the total fees to be paid.

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

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WorthFM offers investment advisory and related services to individuals, high net worth individuals, and other types of clients through interactive web sites, including <http://WorthFM.com>. Please see Item 7 of the Disclosure Brochure.

## **Item 6 – Portfolio Manager Selection and Evaluation**

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### **A. Portfolio Manager Selection**

WorthFM acts as sponsor and as portfolio manager for the WorthFM Wrap Fee Program. The Advisor also engages institutional sub-advisors to support the investment management of the Wrap Fee Program.

### **B. Related Persons**

WorthFM personnel or affiliates serve as portfolio manager[s] for services under this Wrap Fee Program. WorthFM only manages this wrap fee program. WorthFM does not act as portfolio manager for any third-party wrap fee programs.

### **C. Associated persons**

WorthFM Advisory Persons act as portfolio managers for the WorthFM Wrap Fee Program described in this Wrap Fee Brochure. Please refer to the Items 4 and 8 of the Disclosure Brochure for details on the services provided by WorthFM. For information related to the background of WorthFM associated persons, please see Items 9 and 11 of the Disclosure Brochure.

### Performance-Based Fees

WorthFM does not charge performance-based fees for its investment advisory services. The fees charged by WorthFM are as described in "Item 5 – Fees and Compensation" above and are not based upon the capital appreciation of the funds or securities held by any Client. WorthFM does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients. Please see Item 6 of the Disclosure Brochure.

### Methods of Analysis

WorthFM primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from WorthFM is derived primarily from its institutional sub-advisory relationships.

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

### Risk of Loss

Past performance is not a guarantee of future returns. Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. WorthFM will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Additional details regarding the risks associated with a Client's investment portfolio are also provided on the Advisor's websites.

#### Voting Client Securities

The Advisor may be granted the discretionary authority to receive and vote proxies by the Client through the Client's separate agreement with the Custodian. The Advisor generally abstains from voting, unless the Advisor views, in its fiduciary duty, that the particular vote is both important and necessary for the interests of the Client. In such instances, the Advisor will render its vote based on the specific circumstances of that proxy.

### **Item 7 – Client Information Provided to Portfolio Managers**

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WorthFM is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Program.

### **Item 8 – Client Contact with Portfolio Managers**

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There is no restriction on the Client's ability to contact WorthFM. Sub-advisors engaged by WorthFM are not readily available for Client contact.

### **Item 9 – Additional Information**

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#### Disciplinary Information and Other Financial Industry Activities and Affiliations

WorthFM and its advisory personnel value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). To review the firm information contained in Form ADV Part 1, select the option for "Investment Adviser Search", then selecting "Firm" and enter **281672** in the field labeled "Firm Name or CRD# or SEC#". This will provide access to Form ADV Parts 1 and 2. Item 11 of the Form ADV Part 1 lists legal and disciplinary disclosure questions.

The sole business of WorthFM is to provide investment advisory services to its Clients and is not involved in other business endeavors. WorthFM does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client's accounts.

*Other Registered Investment Advisor* - Michelle M. Smith (Chairwoman) is also the primary owner and an advisory person with Source Financial Advisors, LLC, an SEC-registered investment advisor.

*Financial Media Company* - Amanda Steinberg is also the primary owner and CEO of Dailyworth.com, Inc., a financial media company.

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

WorthFM has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all associated persons of WorthFM. The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. WorthFM and its associated persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of WorthFM's associated persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address ethics and conflicts of interest.

WorthFM allows our associated persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. WorthFM does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. WorthFM does not have a material interest in any securities traded in Client accounts. When trading for personal accounts, associated persons of WorthFM may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by WorthFM requiring reporting of personal securities trades by its associated persons for review by the Chief Compliance Officer. While WorthFM allows our associated persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. At no time will WorthFM, or any associated person of WorthFM, transact in any



security to the detriment of any Client. To request a copy of our Code of Ethics, please contact us via our website at <http://WorthFM.com>.

Client Referrals from Solicitors

WorthFM does not receive any compensation from any third party in connection with providing investment advisory services to its Clients.

Financial Information

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

## Privacy Policy

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Effective: December 14, 2015

### Our Commitment to You

Balance Worldwide Financial LLC dba WorthFM ("WorthFM" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

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

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

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

### Why you need to know?

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

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

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

### How do we protect your information?

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

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

### How do we share your information?

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

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> WorthFM does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where WorthFM or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> WorthFM does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### State-specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
Massachusetts	In response to a Massachusetts law, clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.
Vermont	In response to a Vermont regulation, if we disclose personal information about you to non-affiliated third parties, we will only disclose your name, address, other contract information, and general information about our experience with you.

### Changes to our Privacy Policy

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

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

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us through our website at <http://WorthFM.com>.