

# **We Are One Seven, LLC**

## **Form ADV Part 2A – Disclosure Brochure**

**Effective: June 8, 2016**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of We Are One Seven, LLC (“One Seven” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at **(617) 800-0388**.

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

Additional information about One Seven and its Advisory Persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # 283087.

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about advisory personnel of One Seven.

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

#### Material Changes

One Seven 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 One Seven.

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) by searching for our firm name or by our CRD # 283087. You may also request a copy of this Disclosure Brochure at any time, by contacting us at (617) 800-0388.

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## Item 4 – Advisory Services

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### A. Firm Information

We Are One Seven, LLC (“One Seven” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”), which is organized as a Limited Liability Company (“LLC”) under the laws of the State of Ohio. One Seven was founded in June 2016, and is owned and operated by Ronald S. Gross (Managing Member and Chief Compliance Officer), Paul J. Orchosky (Member), and Richard J. Gross (Member).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by One Seven. You may contact Mr. Resnick at (216) ###-### with any questions relating to this Disclosure Brochure.

### B. Advisory Services Offered

One Seven offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, retirement plans and other types of investors (each referred to as a “Client”).

#### Investment Management Services

One Seven provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. One Seven works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a investment strategy. The investment strategy may include the internal investment management by an Advisory Person of One Seven and/or the use of unaffiliated money managers or investment platforms.

#### Investment Management Services

One Seven primarily provides discretionary investment management services to its Clients. Based on the needs of each Client, the Advisor will develop a portfolio that is primarily constructed with diversified mutual funds, exchange-traded funds (“ETFs”), individual stocks and/or individual fixed income securities. The Advisor may also utilize other types of investments, as necessary, to meet the needs of a particular Client.

One Seven'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. One Seven will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

One Seven evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. One Seven may recommend, on occasion, redistributing investment allocations to diversify the portfolio. One Seven may recommend specific positions to increase sector or asset class weightings and may also recommend employing cash positions as a possible hedge against market movement. One Seven may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

One Seven will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will One Seven 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 or pension account, pursuant to the Client Investment Advisory Agreement.

#### Use of Independent Managers

One Seven may recommend to Clients that all or a portion of their investment portfolio be implemented by

utilizing one or more unaffiliated money managers or investment platforms (collectively “Independent Managers”). Independent Managers may be sourced directly or accessed through an investment management platform. The Client will be required to enter into a separate agreement with the Independent Manager[s].

One Seven serves as the Client's primary advisor and relationship manager. However, the Independent Manager[s] will assume discretionary authority for the day-to-day investment management of those assets placed in their control. One Seven will assist and advise the Client in establishing investment objectives for their account[s], the selection of the Independent Manager[s], and defining any restrictions on the account[s]. One Seven will continue to provide oversight of the Client's account[s] and ongoing monitoring of the activities of these unaffiliated parties.

The Independent Manager[s] will implement the selected investment strategies based on their investment mandates. The Client may be able to impose reasonable investment restrictions on these accounts, subject to the acceptance of these third parties.

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of those parties. **One Seven does not receive any compensation from these Independent Managers or Investment Platforms, other than One Seven's investment advisory fee (described in Item 5).**

#### Retirement Plan Advisory Services

One Seven serves as a 3(21) Fiduciary to retirement plans (each a “Plan”) in support of the Plan Sponsor. One Seven provides the following Plan Fiduciary Services pursuant to the terms of the Advisor's agreement with each Plan Sponsor:

- Vendor Analysis
- Employee Enrollment and Education Tracking
- Investment Policy Statement
- Investment Monitoring
- Performance Reports
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

One Seven does not provide 3(38) discretionary investment advisory services on behalf of the Plan or Plan Sponsor. One Seven also provides communication and education services to the Plan and its Participants, pursuant to the terms of the Advisor's agreement with each Plan Sponsor.

#### Financial Planning Services

One Seven will typically provide a variety of financial planning and related services to individuals and families, pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals, objectives and financial situation.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, insurance needs, education savings and other areas of a Client's financial situation.

A financial plan developed for or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, establish education savings and/or charitable giving programs. One Seven may also refer Clients to an accountant, attorney or other specialist, as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly.

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

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

Prior to engaging One Seven to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing Investment Strategy – The Advisor, in connection with the Client, will develop an investment strategy to assist the Client in achieving their goals.
- Asset Allocation – One Seven will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – One Seven will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – One Seven will provide investment management and ongoing oversight of the Client's investment portfolio.

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

For some Clients, One Seven may include the securities transaction fees together with investment advisory fees to provide the Client with a single, bundled fee structure. This combination of fees is typically referred to as a "Wrap Fee Program". One Seven customizes its investment management services for Clients. This Wrap Fee Program Brochure is included as Appendix 1 to this Disclosure Brochure solely to discuss the fees and potential conflicts associated with a bundled fee. One Seven may also recommend the implementation of investment management through Unaffiliated Manager[s] and Investment Platform[s], which may deliver services through a wrap fee structure. Please see Appendix 1, which is always included with this Disclosure Brochure.

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

One Seven 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 one or more agreements with the Advisor that detail the responsibilities of One Seven and the Client.

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

#### Investment Management Services

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range from 0.50% to 2.00% annually, depending on the size and complexity of the Client relationship and the services to be provided. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions, inclusion of securities transaction fees and other complexities may be charged a higher fee.

Investment advisory fees in the first quarter of service are prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client's fees will take into

consideration the aggregate assets under management with Advisor. All securities held in accounts managed by One Seven will be independently valued by the Custodian. One Seven will not have the authority or responsibility to value portfolio securities.

The Advisor may include its investment management services for accounts that are held at a custodian other than the Client's designated custodian. The services and associated fees shall be detailed in the investment advisory agreement.

#### Use of Independent Managers

For Clients account[s] implemented through an Independent Manager, the Client's overall fees will include One Seven's investment advisory fee (as noted above) plus advisory fees and/or platform fees charged by the Independent Manager[s], as applicable. The Independent Manager may assume responsibility for calculating the Client's fees and deduct all fees from the Client's account[s]. In such instances, One Seven will not charge its fee separately on those assets.

#### Retirement Plan Advisory Services

Retirement plan advisory fees are paid either quarterly or monthly, in advance of each period, pursuant to the terms of the retirement plan advisory agreement. Fees are charged at an annual rate of up to 1.00%, based on the market value of assets in the Plan at the end of the prior quarterly or monthly period.

#### Financial Planning Services

One Seven offers financial planning services on either an hourly or fixed fee basis, depending on the scope of the engagement. Hourly fees are charged at a rate of up to \$300 per hour. Fixed fee engagements are generally based on the expected effort and duration of the engagement. The Advisor may also offer its services on an annual retainer, paid quarterly, in advance of each calendar quarter. Financial planning fees are negotiable at the sole discretion of the Advisor and the Advisory Person performing the services. An estimate for total hours or costs will be provided to the Client prior engaging for services.

The Advisor's fee is exclusive of, and in addition to, brokerage fees, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs. The hourly fees are determined after considering many factors, such as the level and scope of the services.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees will be calculated by the Advisor or its designee and deducted from the Client account[s] at the Custodian. The Advisor or its designee shall send an invoice to the Custodian indicating the amount of the fees to be deducted from each Client account 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 One Seven at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting One Seven 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.

#### Use of Independent Managers

Client account[s] implemented through Independent Manager[s] will be billed in accordance to the separate agreement[s] with the respective parties. These parties will typically add One Seven's investment advisory fee and deduct the overall fee from the Client's account[s].

#### Retirement Plan Advisory Services

Fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.



### Financial Planning Services

Financial planning fees may be invoiced up to fifty percent (50%) upon execution of the financial planning agreement, with the balance due upon receipt of the agreed upon deliverable[s]. For ongoing planning retainers, fees are billed in advance of each quarter. Clients may be offered to pay by check or deduction from their account[s].

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

Clients may incur certain fees or charges imposed by third parties, other than One Seven, in connection with investments made on behalf of the Client's account[s]. One Seven may include securities transactions costs as part of its overall advisory fees through the One Seven Wrap Fee Program. Please see Item 4.D. above.

In addition, all fees paid to One Seven for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of One Seven, but would not receive the services provided by One Seven 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 One Seven to fully understand the total fees to be paid.

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

#### Investment Management and Retirement Plan Advisory Services

One Seven is compensated for its services in advance of the period in which advisory services are rendered. Either party may terminate the advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid advisory fees from the effective date of termination to the end of the period. The Client's advisory agreement with the Advisor is non-transferable without the Client's written approval.

#### Independent Managers

In the event that a Client should wish to terminate their relationship with an Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and those third parties. One Seven will assist the Client with the termination and transition as appropriate.

### Financial Planning Services

One Seven may be partially compensated for its services in advance of rendering financial planning services. Either party may terminate a planning or consulting agreement, at any time, by providing written notice to the other party. Upon termination, the Client shall be billed for actual hours logged on the planning project times the agreed upon hourly rate or in the case of a fixed fee engagement, as a percentage of the engagement completed by the Advisor. For ongoing financial planning engagements, the Client shall be responsible for fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's financial planning agreement with the Advisor is non-transferable without the Client's written approval.

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

One Seven 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. Certain Advisory Persons of One Seven may also be registered representatives of a broker-dealer. Those Advisory Persons may be registered representatives of Purshe Kaplan Sterling Investments, Inc. (PKS") or MGO Securities Corp. ("MGO Securities").

In one's separate capacity as registered representative, an Advisory Person may implement securities transactions on a commission basis through PKS or MGO Securities. In such instances, an Advisory Person will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for



the sale of investment company products. Compensation earned by an Advisory Person in their capacity as a registered representative is separate and in addition to One Seven's advisory fees. This practice presents a conflict of interest as an Advisory Person may have an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on Client needs. To mitigate this conflict, Clients are under no obligation, contractually or otherwise, to purchase securities products through one of our Advisory Persons. Further, One Seven will not charge an ongoing investment advisory fee on any assets implemented in the separate capacity of one of our Advisory Persons. Please see Item 10.

Certain Advisory Persons may also be licensed as independent insurance professionals. Advisory persons will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by an Advisory Person is separate and in addition to One Seven's advisory fees. This practice presents a conflict of interest as an Advisory Person may have an incentive to recommend insurance products for the purpose of generating commissions rather than solely based on Client needs. Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor.

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

One Seven does not charge performance-based fees for its investment advisory services. The fees charged by One Seven 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.

One Seven 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**

One Seven offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses and other types of investors. The relative percentage of each type of Client is available on One Seven's Form ADV Part 1. These percentages will change over time. One Seven generally does not impose a minimum relationship size for its services, but certain investment strategies may require a minimum level of assets.

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

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

One Seven primarily employs fundamental analysis methods in developing investment strategies for its Clients. Research and analysis from One Seven is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

As noted above, One Seven generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. One Seven 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, One Seven may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

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

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. One Seven 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.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential

investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in "Item 13 – Review of Accounts".

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. **Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving One Seven or any of its Supervised Persons.** One Seven 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) by searching for our firm name or by our CRD# 283087.

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

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### Broker-Dealer Affiliations

As noted in Item 5.E., certain Advisory Persons of One Seven are also registered representatives of PKS or MGO Securities. In an Advisory Person's separate capacity as a registered representative, the Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person. Neither One Seven nor any of its Advisory Persons will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative. Under supervision by PKS or MGO Securities, these parties will have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions and holdings information. Please see our Privacy Policy, which is included with this Disclosure Brochure.

MGO Securities is also under common control with One Seven. Certain owners of One Seven are also owners of MGO Securities.

### Other Registered Investment Advisor

Certain owners of One Seven are also owners and/or supervised persons of MGO Investment Advisors Inc. (CRD# 109884), an SEC-registered investment advisor (herein "MGO Advisors"). One Seven and MGO Advisors are operationally independent, but may contract for certain shared services.

### Insurance Recommendations

Certain Advisory Persons of One Seven may serve as independent licensed insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with One Seven. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are purchased. Advisory Persons are not obligated to use the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the

insurance companies. Clients are under no obligation to implement any recommendations made by One Seven or any of its Advisory Persons.

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

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### **A. Code of Ethics**

One Seven has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with One Seven (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. One Seven and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of our Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (617) 800-0388.

### **B. Personal Trading with Material Interest**

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

### **C. Personal Trading in Same Securities as Clients**

One Seven allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of One Seven 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 One Seven requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or his delegate. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While One Seven allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards.

**At no time will One Seven, or any Supervised Person of One Seven, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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

One Seven does not have discretionary authority to select the broker-dealer/custodian for custodial and execution services. The Client will select the broker-dealer or custodian (herein the "Custodian") to safeguard Client assets and authorize One Seven to direct trades to the Custodian as agreed in the investment advisory agreement and separate account opening forms of the Custodian. Further, One Seven does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis. Certain Clients may also have accounts held at other custodians away from the Client's Custodian. The Client may authorize the Advisor to provide advisory services with respect to those accounts, pursuant to the terms of the investment advisory agreement.

Where One Seven does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for execution and/or custodial services. Clients are not obligated to use the Custodian

recommend by One Seven, however, the selection of another custodian may impair the ability for One Seven to effectively manage Client accounts. One Seven will generally recommend that Clients establish their account[s] at TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade will serve as the Client's "qualified custodian". One Seven maintains an institutional relationship with TD Ameritrade, whereby the Advisor receives economic benefits from TD Ameritrade (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. One Seven does not participate in soft dollar programs sponsored or offered by any broker-dealer. However, the Advisor does receive certain economic benefits from TD Ameritrade as detailed in Item 14 below.

**2. Brokerage Referrals** - One Seven 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 One Seven will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s], unless specifically directed otherwise. 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, One Seven will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

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

The Advisor, at its sole discretion, may or may not aggregate securities trades. In trading for Client accounts, the Advisor seeks to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. One Seven will execute its transactions through the Custodian selected by the Client. One Seven may aggregate orders in a block trade or trades when securities are purchased or sold through the same Custodian for multiple discretionary 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 particular Client accounts.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of the RIA and periodically by the Chief Compliance Officer or his delegate. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client. Financial planning engagements for ongoing planning support are reviewed at least annually, as per the terms of the financial planning agreement.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more 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[s]. The Client is encouraged to notify One Seven if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

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

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### **A. Compensation Received by One Seven**

One Seven does not receive any compensation from any third party in connection with providing investment advisory services to its Clients. As noted throughout this Disclosure Brochure, Advisory Persons may also be registered representatives of PKS or MGO Securities and/or licensed insurance professionals. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the Item 10 above.

#### Participation in Institutional Advisor Platform

The Advisor participates in the institutional advisor program (the "Program") offered by TD Ameritrade. 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, the Advisor participates in TD Ameritrade's 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, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor 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.

### **B. Client Referrals from Solicitors**

One Seven does not engage paid solicitors for Client referrals.

## **Item 15 – Custody**

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One Seven 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 their own custodian to retain their funds and securities and direct One Seven to utilize the Custodian for the Client's security transactions. One Seven 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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One Seven generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by One Seven. 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 One Seven will be in accordance with each Client's investment objectives and goals.

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

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One Seven does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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

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Neither One Seven, nor its management, have any adverse financial situations that would reasonably impair the ability of One Seven to meet all obligations to its Clients. Neither One Seven, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. One Seven 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.



# **We Are One Seven, LLC**

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

**Effective: June 8, 2016**

This Appendix 1 ("Wrap Fee Program Brochure") provides information about the qualifications and business practices of We Are One Seven, LLC ("One Seven" or the "Advisor") when offering services where securities transaction fee are combined with investment advisory fees into single fee (a "Wrap Fee Program"). If you have any questions about the contents of this Wrap Fee Program Brochure, please contact us at (617) 800-0388.

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

Additional information about One Seven and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD # 283087.



## **Item 2 – Material Changes**

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Form ADV 2 Appendix 1 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Brochure discusses wrap fee programs offering by One Seven.

### Material Changes

This is the initial version of the One Seven 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) by searching for by our firm name or our firm CRD# 283087. You may also request a copy of this Wrap Brochure at any time, by contacting us at (617) 800-0388.

## **Item 3 – Table of Contents**

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## Item 4 – Services, Fees and Compensation

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### A. Advisory Services

We Are One Seven, LLC (“One Seven” or the “Advisor”) provides customized wealth advisory services for its Clients. The One Seven Wrap Fee Program (the “Wrap Fee Program”) is an investment advisory program sponsored by One Seven whereby One Seven includes normal securities transaction fees with its investment advisory fees to provide Clients with a single overall fee.

The One Seven Wrap Fee Program Brochure is provided solely as a disclosure when One Seven includes securities transaction fees as part of its overall investment advisory fee (as detailed in Item 5 of the Disclosure Brochure) and shall always be provided in connection with the Disclosure Brochure.

Clients may be offered a fee structure that includes, as a single fee, the securities transaction costs for trading in Client accounts along with the investment advisory fees earned by One Seven. The securities regulations often refer to such a structure as a “Wrap Fee Program”. While traditional Wrap Fee Programs are often rigid, pre-packaged investment programs, One Seven customizes its investment strategies individually for its Clients. The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees with investment advisory fees. This Wrap Fee Program Brochure will reference back to the One Seven Disclosure Brochure in which this Wrap Fee Program Brochure is an Appendix.

One Seven offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, retirement plans and other types of investors (each referred to as a “Client”).

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

### B. Program Costs

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

Investment advisory fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment advisory fees range from 0.50% to 2.50% annually, depending on the size and complexity of the Client relationship and the services to be provided. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions, inclusion of securities transaction fees and other complexities may be charged a higher fee.

The investment advisory fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by One Seven will be independently valued by the designated Custodian. One Seven will not have the authority or responsibility to value portfolio securities.

One Seven provides this Wrap Fee Program Brochure as One Seven pays all typical securities transactions costs associates with One Seven investment strategies. Clients should only read this Wrap Fee Program Brochure in connection with One Seven’s Disclosure Brochure.

### C. Fees

The One Seven Wrap Fee Program includes typical securities trading costs incurred in connection with the discretionary investment management services provided by One Seven. Securities transaction fees for Client-directed trades may be charged to the Client. Clients engaging One Seven 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 One Seven under this Wrap Fee Program or pay for securities transaction fees separately. Fees may be negotiable at the sole discretion of One Seven.

Clients may also incur certain fees or charges imposed by third parties, which are not included as part of the Wrap Fee. Such other fees, which may include wire transfer fees, small account fees and other fees charged by the Custodian are not included in One Seven's Wrap Fee. One Seven does not receive any portion of such fees.

In addition, all fees paid to One Seven for investment advisory services are separate and distinct from the expenses charged by mutual funds and exchange-traded funds to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee as a shareholder in a fund. Please see Item 5.C. of the Disclosure Brochure.

#### **D. Compensation**

One Seven is the sponsor and portfolio manager of this Wrap Fee Program. One Seven receives investment advisory fees paid by Clients for investment advisory services covered under this Wrap Fee Program.

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

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One Seven offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, retirement plans and other types of investors. Please see Item 7 of the Disclosure Brochure for additional information.

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

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

One Seven serves as the sponsor and portfolio manager for the One Seven Wrap Fee Program. One Seven does not select third-party advisors to manage the Wrap Fee Program. One Seven may recommend Independent Managers that also have their own fee structures, which may or may not include a wrap fee structure.

#### **B. Related Persons**

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

#### **C. Supervised persons**

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

#### Performance-Based Fees

One Seven does not charge performance-based fees for its investment advisory services. The fees charged by One Seven 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. One Seven 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

One Seven primarily employs both fundamental methods in developing investment strategies for its Clients. Research and analysis from One Seven is derived from numerous sources, including financial media companies,

third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

As noted above, One Seven generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. One Seven 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, One Seven 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. Please see Item 8 of the Disclosure Brochure for additional details.

#### Risk of Loss

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. One Seven 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. Please see Item 8.B of the Disclosure Brochure.

#### Voting Client Securities

One Seven does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. One Seven will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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

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One Seven is required to describe the type and frequency of the information it communicates to any external managers that may be involved in managing its Clients' investment portfolios. One Seven serves as the sole portfolio manager under this Wrap Fee Program and, as such, the Advisor has no information to disclose in relation to regarding this Item.

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

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There is no restriction on the Client's ability to contact One Seven.

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

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#### **A. Disciplinary Information and Other Financial Industry Activities and Affiliations**

##### Disciplinary Information

**There are no legal, regulatory or disciplinary events involving One Seven or any of its Supervised Persons.** One Seven and its Supervised Persons 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). You may search by our firm name or by our CRD #283087.

##### Other Financial Activities and Affiliations

**Broker-Dealer Affiliations** - As noted in Item 5.E. of the Disclosure Brochure, certain Advisory Persons of One Seven are also registered representatives of PKS or MGO Securities. In an Advisory Person's separate capacity as a registered representative, the Advisory Person will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person. Neither One Seven nor any of its Advisory Persons will earn ongoing investment advisory fees in connection with any services implemented in the Advisory Person's separate capacity as a registered representative. Under supervision by PKS or MGO Securities, these parties will have access to certain confidential information of the Client, including, but not limited to financial information, investment objectives, transactions and holdings information. Please see our Privacy Policy, which is included with this Disclosure Brochure.

MGO Securities is also under common control with One Seven. Certain owners of One Seven are also owners of MGO Securities.

Other Registered Investment Advisor - Certain owners of One Seven are also owners and/or supervised persons of MGO Investment Advisors Inc. (CRD# 109884), an SEC-registered investment advisor (herein "MGO Advisors"). One Seven and MGO Advisors are operationally independent, but may contract for certain shared services.

Insurance Recommendations - Certain Advisory Persons of One Seven may serve as independent licensed insurance professionals. Implementations of insurance recommendations are separate and apart from an Advisory Person's role with One Seven. As an insurance professional, an Advisory Person may receive customary commissions and other related revenues from the various insurance companies whose products are purchased. Advisory Persons are not obligated to use the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by One Seven or any of its Advisory Persons.

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

### Code of Ethics

One Seven has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all Supervised Persons associated with One Seven (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. One Seven and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of One Seven Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at (617) 800-0388.

### Personal Trading and Conflicts of Interest

One Seven allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. We have also adopted written policies and procedures to detect the misuse of material, non-public information. We may have an interest or position in certain securities, which may also be recommended to you. At no time, will One Seven or any Supervised Person of One Seven, transact in any security to the detriment of any Client. Please see Item 11 of the Disclosure Brochure for additional disclosures.

### Review of Accounts

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of the RIA and periodically by the Chief Compliance Officer or his delegate. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

The Client is encouraged to notify One Seven if changes occur in his/her personal financial situation that might adversely affect his/her investment plan. Additional reviews may be triggered by material market, economic or political events.

### Other Compensation

As noted throughout this Disclosure Brochure, Advisory Persons may also be registered representatives and/or licensed insurance professionals. For information on the conflicts of interest this presents, and how we address these conflicts, please refer to the Item 10 of the Disclosure Brochure.

Participation in Institutional Advisor Platform - One Seven will generally recommend that Clients establish their account[s] at TD Ameritrade Institutional is a division of TD Ameritrade Inc., member FINRA/SIPC ("TD Ameritrade"), an unaffiliated SEC-registered broker- dealer and FINRA member. TD Ameritrade will serve as the

**We Are One Seven, LLC**

24400 Chagrin Blvd., Suite 200, Beachwood, OH 44122

Phone: (617) 800-0388

<http://WeAreOneSeven.com>

Client's "qualified custodian". One Seven maintains an institutional relationship with TD Ameritrade, whereby the Advisor receives economic benefits from TD Ameritrade

The Advisor participates in the institutional advisor program (the "Program") offered by TD Ameritrade. 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, the Advisor participates in TD Ameritrade's 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, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor 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.

#### Client Referrals from Solicitors

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

#### Financial Information

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



## Privacy Policy

Effective: June 8, 2016

### Our Commitment to You

One Seven Wealth Management LLC ("One Seven" 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. One Seven (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.

One Seven 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> One Seven 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 One Seven 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> One Seven does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

### Changes to our Privacy Policy

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

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

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (617) 800-0388.