

**For Use With Non-Wrap Fee Accounts**

**Cover Page - Item 1**

## **IAMS Wealth Management, LLC**

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

October 17, 2017

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IAMS Wealth Management, LLC is an investment adviser registered with the Securities and Exchange Commission ("SEC"). An "investment adviser" means any person who, for compensation, engages in the business of advising others, either directly or through publications or writings, as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or who, for compensation and as part of a regular business, issues or promulgates analyses or reports concerning securities. Registration with the SEC or any state securities authority does not imply a certain level of skill or training.

This brochure provides information about the qualifications and business practices of IAMS Wealth Management, LLC. If you have any questions about the contents of this brochure, please contact us at (888) 255-7670. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about IAMS Wealth Management, LLC is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The firm's CRD/IARD number is **286085**.

### Material Changes - Item 2

The purpose of this page is to inform you of any material changes since the previous version of this brochure. This is our firm's first brochure and therefore we have not made any material changes. We review and update our brochure at least annually to make sure that it remains current.

#### **Full Brochure Available**

If you would like to receive a complete copy of our Form ADV Part 2 Brochure, please contact Charles R. Heuring, Chief Compliance Officer, at (888) 255-7670 or [charles@iamswm.com](mailto:charles@iamswm.com).

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#### **Advisory Business - Item 4**

IAMS Wealth Management, LLC (“IAMS Wealth” and/or “the firm”) is a limited liability company organized in the State of Nebraska. Steve Michael Murray, Charles Michael Heuring, and Charles Richard Heuring are the principal owners of the firm. IAMS Wealth has been offering investment advisory services since 2016.

The following paragraphs describe our services and fees. You may see the term Associated Person throughout this Brochure. As used in this Brochure, this term refers to anyone from our firm who is an officer, employee, and all individuals providing investment advice on behalf of our firm. Where required, such persons are properly licensed or registered as investment adviser representatives.

#### **Non-Wrap Portfolio Management Services**

IAMS Wealth offers discretionary portfolio management services. Discretionary portfolio management means that we chose the broker dealer/custodian to be used, we make investment decisions and place buy or sell orders in your account without contacting you to receive your advance permission. If you wish, you may limit our discretionary authority by, for example, setting a limit on the type of securities that can be purchased for your account. All restrictions or guidelines must be provided in writing. Our investment advice is tailored to meet our clients’ needs and investment objectives. If you decide to hire our firm to assist you with the management of your portfolio, an Associated Person of IAMS Wealth will meet with you and gather information about your financial situation, investment objectives, and any reasonable restrictions you would like to impose on the management of the account. The information we gather will help us implement an asset allocation strategy that will be specific to your needs and goals.

Currently, our asset allocation and advisory services are offered in conjunction with one or more sub advisers. The sub advisers assist our firm with back office support, trading, report preparation, and billing. We use model portfolios developed by sub advisers and other registered investment advisers (collectively “third party investment advisers”). These third party investment advisers are responsible for the research and security selection, and IAMS Wealth and/or the third party investment advisers are responsible for the supervision of the account and implementation of transactions. Clients will receive relevant information about the model portfolios in the form of fact sheets. Disclosure information regarding the relevant third party investment advisers is available on the SEC’s public disclosure site, [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Accounts are managed to diversify client’s investments and may include various types of securities such as equity securities, Exchange Traded Funds (ETFs), corporate debt securities, commercial paper, certificates of deposit, municipal securities, investment company products, and U.S. Government securities. Other types of investments may also be recommended where such investments are appropriate based on the client’s stated goals and objectives.

Investments and allocations are determined and based upon the clients predefined objectives, risk tolerance, time horizon, financial horizon, financial information, and other various suitability factors. Further restrictions and guidelines imposed by clients may affect the composition and performance of a client’s portfolio. For these reasons, performance of the portfolio may not be identical with the average client of IAMS Wealth. On an ongoing basis, IAMS Wealth reviews the client’s financial circumstances

and investment objectives and instructs the third party investment adviser to make the necessary adjustments to the client's portfolio to achieve the desired results.

Clients are required to provide the firm with prompt notice of any changes in their personal financial circumstances, investment objectives, goals, and tolerance for risk. IAMS Wealth will contact clients at least annually to determine whether there have been any changes in a client's personal financial circumstances, investment objectives, and tolerance for risk.

#### **Wrap Fee Program**

IAMS Wealth is the sponsor of a wrap fee program. A wrap fee program combines portfolio management, advisory services, and trade execution for a single fee. IAMS Wealth, as sponsor, is responsible for the creation of the client's asset allocation strategy in conjunction with a third party investment adviser. The third party investment adviser assists our firm with back office support, trading, report preparation, and billing. We use model portfolios developed by the third party investment advisers. These third party investment advisers are responsible for the research and security selection, and IAMS Wealth and/or the third party investment advisers are responsible for the supervision of the account and implementation of transactions. Clients will receive relevant information about the model portfolios in the form of fact sheets. Disclosure information regarding the relevant third party investment advisers is available on the SEC's public disclosure site, [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). Transactions in the client's account will be executed through TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade") or another qualified custodian selected by the third party investment adviser. IAMS Wealth receives a portion of the wrap fee for its services. Detailed information about the wrap fee program is provided in IAMS Wealth's Form ADV Part 2A, Appendix 1 (Wrap Fee Program Brochure). The Wrap Fee Program Brochure will be provided to all clients participating in the wrap fee program.

#### **Assets Under Management**

IAMS Wealth is a newly formed investment adviser and currently has \$0 in assets under management.

### **Fees and Compensation - Item 5**

#### **Non-Wrap Portfolio Management Services Fees**

IAMS Wealth's portfolio management fees are payable monthly in arrears and are based on an average daily balance of assets through the previous month. Fees will be assessed pro rata in the event the Asset Management Agreement is executed at any time other than the first day of a calendar month.

The fee is deducted from the client's account held at the custodian. The client authorizes IAMS Wealth or the third party investment adviser to debit the fee from the client's account. If insufficient cash is available to pay such fees, securities in an amount equal to the balance of unpaid fees will be liquidated to pay for the unpaid balance. Our negotiable fee for portfolio management services is set forth in the following fee schedule:

	First \$500,000	Next \$500,000	Next \$1 million	Over \$2 million
IAMS Wealth fee	1.63%	1.48%	1.33%	Negotiable
Third Party Investment Adviser fee	0.15%	0.15%	0.15%	Negotiable
<b>Total annual fee*</b>	<b>1.78%</b>	<b>1.63%</b>	<b>1.48%</b>	Negotiable

\*Portfolio models provided by third party investment advisers are subject to an additional fee of up to 0.60% of assets under management.

A percentage of IAMS Wealth's fee is paid to the third party investment adviser for their services. On an annual basis, this fee ranges from 0.15% to 1.00% of total client assets under management. IAMS Wealth also charges an administrative and technology fee of up to \$87 per account. The total combined maximum annual fee will not exceed 2.5%.

IAMS Wealth may modify the fee at any time upon 30 days' written notice, subject to client's consent.

The third party investment adviser will calculate and deduct the entire fee automatically from your account at the qualified custodian and will forward IAMS Wealth's portion of the fee to our firm.

The Asset Management Agreement may be canceled at any time by the client or by IAMS Wealth with 30 days' prior written notice to the client. Upon termination, any earned, unpaid fees will be due and payable by the client. The client has the right to terminate the Asset Management Agreement without penalty within five business days after entering into the agreement.

### **Additional Fees and Expenses**

IAMS Wealth's fees are negotiable based on the complexity of client goals and objectives and level of services rendered. As described above, the fees are charged as described and are not based on a share of capital gains of the funds of an advisory client.

All fees paid to IAMS Wealth for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds to their shareholders. These fees and expenses are described in each fund's prospectus. These fees generally include a management fee, other fund expenses, early redemption fee, and a possible distribution fee. A client could invest in a mutual fund directly, without the services of IAMS Wealth. In that case, the client would not receive the services provided by IAMS Wealth, which are designed, among other things, to assist the client in determining which mutual fund or funds are most appropriate to each client's financial condition and objectives. Accordingly, the client should review both the fees charged by the funds and the fees charged by IAMS Wealth to fully understand the total amount of fees to be paid by the client and to thereby evaluate the advisory services being provided.

Advisory recommendations are based on financial information and situation that you disclose to us at the time the services are provided. Certain assumptions may be made with respect to interest and inflation rates and the use of past trends and performance of the market and economy. Past performance is in no way an indication of future returns. As your financial situation, goals, objectives, or

needs change, you must notify us promptly.

### **Sales Compensation**

Associated Persons of IAMS Wealth are also licensed as insurance agents and can effect transactions in various insurance products, including life, health, disability, long-term care, and annuities among others. These individuals earn commissions for these activities. The firm expects that clients to whom it offers advisory services may also be clients for whom such individuals act as insurance agents. Clients are instructed that the fees paid to the firm for advisory services are separate and distinct from the commissions earned for placing the client in insurance products.

The sale of mutual funds, annuity contracts, insurance instruments and other commissionable products offered by Associated Persons are intended to compliment IAMS Wealth's advisory services. However, a conflict of interest exists due to the potential receipt of dual forms of compensation. IAMS Wealth has policies and procedures in place to monitor all client transactions and all client transaction costs will be disclosed to the client. Clients to whom the firm offers advisory services are informed that they are under no obligation to use the firm's Associated Persons for insurance services and may use the insurance firm and agent of their choice.

We strive to outline all conflicts of interest between you, our firm, and our Associated Persons in this Disclosure Brochure. If additional conflicts arise in the future, we will notify you in writing or supply you with an updated Disclosure Brochure.

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

Our firm and Associated Persons do not accept performance based fees. Performance based fees are based on a share of capital gains on or capital appreciation of the client's assets.

### **Types of Clients - Item 7**

We generally offer investment advisory services to individuals, pension and profit sharing plans and participants, trusts, estates, charitable organizations, corporations, and other business entities.

IAMS Wealth requires a minimum of \$25,000 to open and maintain an advisory account. At our sole discretion, we may waive this requirement. This requirement can be met by combining two or more accounts owned by you or related family members.

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

All asset allocation models are developed by third party investment advisers (listed under Item 4 above) in accordance with investment programs developed by these entities. IAMS Wealth will not implement

its own methods of analysis and investment strategies. Clients should refer to these third party investment advisers' brochures for more information about these firms' methods of analysis and investment strategies.

**Investing in securities involves risk of loss that clients should be prepared to bear.** Clients should fully understand the nature of the contractual relationship(s) into which they are entering and the extent of their exposure to risk. Certain investing strategies may not be suitable for many members of the public. You should carefully consider whether the strategies employed would be appropriate for you in light of your experience, objectives, financial resources, and other relevant circumstances.

**General Investment Risk:** All investments come with the risk of loss. Investing may involve substantial risks, including complete possible loss of principal plus other losses and may not be suitable for many members of the public. Investments, unlike savings and checking accounts at a bank, are not insured by the government to protect against market losses. Different market instruments carry different types and degrees of risk and you should familiarize yourself with the risks involved in the particular market instruments in which you intend to invest.

**Loss of Value:** There can be no assurance that a specific investment will achieve its investment objectives and past performance should not be seen as a guide to future returns. The value of investments and the income derived may fall as well as rise and investors may not recoup the original amount invested. Investments may also be affected by any changes in exchange control regulation, tax laws, withholding taxes, international, political, and economic developments, and government, economic or monetary policies.

**Interest Rate Risk:** Fixed income securities and funds that invest in bonds and other fixed income securities may fall in value if interest rates change. Generally, the prices of debt securities rise when interest rates fall, and their prices fall when interest rates rise. Longer-term debt securities are usually more sensitive to interest rate changes.

**Credit Risk:** Investments in bonds and other fixed income securities are subject to the risk that the issuer(s) may not make required interest payments. An issuer suffering an adverse change in its financial condition could lower the credit quality of a security, leading to greater price volatility of the security. A lowering of the credit rating of a security may also offset the security's liquidity, making it more difficult to sell. Funds investing in lower quality debt securities are more susceptible to these problems and their value may be more volatile.

**Risks Associated with Investing in Options:** Transactions in options carry a high degree of risk. A relatively small market movement will have a disproportionately larger impact, which may work for or against the investor. The placing of certain orders, which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or to acquire or deliver the underlying investment. If the option is "covered" by the seller holding a corresponding position in the underlying investment or a future on another option, the risk may be reduced.



#### **Disciplinary Information - Item 9**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of us or the integrity of our management. There is no history of reportable material legal or disciplinary events by our firm or our management persons.

#### **Other Financial Industry Activities or Affiliations - Item 10**

Steve Michael Murray and Charles Michael Heuring are also the principal owners of Insurance Agency Marketing Services, Inc., an insurance field marketing organization and insurance agency that markets/wholesales life insurance and fixed annuities to third-party insurance agents in exchange for marketing and/or override fee from the issuer of such insurance/annuity products. Associated Persons of IAMS Wealth, who are separately licensed as insurance agents, generally utilize the marketing and wholesaling services of Insurance Agency Marketing Services, Inc.

Steve Michael Murray, Charles Michael Heuring, Charles Richard Heuring, and other Associated Persons are licensed as insurance agents and can effect transactions in various insurance products, including life, health, disability, long-term care, and annuities and earn commissions for these activities. The firm expects that clients to whom it offers advisory services may also be clients for whom such individuals act as insurance agents. Clients are instructed that the fees paid to the firm for advisory services are separate and distinct from the commissions earned for placing the client in insurance products. Clients to whom the firm offers advisory services are informed that they are under no obligation to use the firm's Associated Persons for insurance services and may use the insurance brokerage firm and agent of their choice.

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

##### **Description of Our Code of Ethics**

IAMS Wealth has adopted a Code of Ethics (the "Code") to address investment advisory conduct. The Code focuses primarily on fiduciary duty, personal securities transactions, insider trading, gifts, and conflicts of interest. The Code includes IAMS Wealth's policies and procedures developed to protect clients' interests in relation to the following topics:

- The duty at all times to place the interests of clients first;
- The requirement that all personal securities transactions be conducted in such a manner as to be consistent with the code of ethics;
- The responsibility to avoid any actual or potential conflict of interest or misuse of an employee's position of trust and responsibility;
- The fiduciary principle that information concerning the identity of security holdings and financial circumstances of clients is confidential; and

- The principle that independence in the investment decision-making process is paramount.

A copy of IAMS Wealth's Code of Ethics is available upon request to Charles R. Heuring, Chief Compliance Officer, at (888) 255-7670 or [charles@iamswm.com](mailto:charles@iamswm.com).

### **Personal Trading Practices**

At times, IAMS Wealth and/or its Advisory Representatives may take positions in the same securities as clients, which may pose a conflict of interest with clients. We will not violate our fiduciary responsibilities to our clients. Front running (trading shortly ahead of clients) is prohibited. Should a conflict occur because of materiality, disclosure will be made to the client(s) at the time of trading. Incidental trading not deemed to be a conflict (i.e., a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price), would not be disclosed at the time of trading.

## **Brokerage Practices - Item 12**

We recommend the services of TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade") for our portfolio management program. TD Ameritrade is a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"), or other qualified custodian selected by the third party investment adviser.

TD Ameritrade is an independent and unaffiliated SEC-registered broker-dealer. TD Ameritrade offers to independent investment advisors services, which include custody of securities, trade execution, clearance, and settlement of transactions. IAMS Wealth receives some benefits from TD Ameritrade through its participation in the program. (Please see the disclosures below under Item 14.)

### **Research and Other Soft Dollar Benefits**

Although not considered "soft dollar" compensation, we may receive benefits from TD Ameritrade for research services that include reports, software, and institutional trading support.

In selecting a broker dealer based on discretionary authority, IAMS Wealth will endeavor to select those brokers or dealers that will provide the best services at the lowest commission rates possible. The reasonableness of commissions is based on several factors, including the broker's ability to provide professional services, competitive commission rates, volume discounts, execution price negotiations, the broker's reputation, experience, and financial stability of the broker or dealer, and the quality of service rendered by the broker or dealer in other transactions.

Best execution is not measured solely by reference to commission rates. Paying a broker a higher commission rate than another broker might charge is permissible if the difference in cost is reasonably justified by the quality of the brokerage services offered. In addition, IAMS Wealth may cause the account to pay a higher commission in recognition of the value of "research services" and additional brokerage products and services a broker-dealer has provided or may be willing to provide.

### **Brokerage for Client Referrals**

We do not receive client referrals from broker-dealers and custodians with which we have an

institutional advisory arrangement. In addition, we do not receive other benefits from a broker-dealer in exchange for client referrals.

**Directed Brokerage**

The client may direct brokerage to a specified broker-dealer other than the firm recommended by IAMS Wealth. In the event that a client directs IAMS Wealth to use a particular broker-dealer, the firm may not be authorized under these circumstances to negotiate commissions and may not be able to obtain volume discounts or best execution. In addition, under these circumstances a disparity in commission charges may exist between the commissions charged to clients who direct the Company to use a particular broker-dealer and those who do not. Clients cannot direct brokerage in wrap fee program accounts.

**Trade Aggregation/Block Trading**

IAMS Wealth does not aggregate transactions (also known as block trading) in equity and fixed income securities whereby participating client accounts would receive an average share price for the securities bought or sold. Third party investment advisers may or may not aggregate transactions. Where orders are not aggregated, some clients may pay a different price for their securities than other clients. Additionally, depending on the quantity of securities purchased, clients who do not participate in a wrap fee program may pay different commissions and transaction fees than others.

**Review of Accounts - Item 13**

Accounts are reviewed by the Associated Person named as adviser of record on the account. The frequency of reviews is determined based on the client's investment objectives, but reviews are conducted no less frequently than annually. Additional reviews are usually triggered by a change in the client's investment objectives, tax considerations, large deposits or withdrawals, large purchases or sales, loss of confidence in corporate management, or changes in macro-economic climate.

The client's independent custodian provides account statements directly to the client no less frequently than quarterly. The custodian's statement is the official record of the client's securities account and supersedes any statements or reports created on behalf of the client by IAMS Wealth.

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

As disclosed under Item 12 above, IAMS Wealth participates in TD Ameritrade's institutional customer program and IAMS Wealth may recommend TD Ameritrade to clients for custody and brokerage services. There is no direct link between IAMS Wealth's participation in the program and the investment advice it gives to its clients, although IAMS Wealth 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 IAMS Wealth participants; 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 IAMS Wealth by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by IAMS Wealth's related persons.

Some of the products and services made available by TD Ameritrade through the program may benefit IAMS Wealth but may not benefit its client accounts. These products or services may assist IAMS Wealth in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help IAMS Wealth manage and further develop its business enterprise. The benefits received by IAMS Wealth 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, IAMS Wealth endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by IAMS Wealth or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the IAMS Wealth's choice of TD Ameritrade for custody and brokerage services. We directly compensate non-employee (outside) consultants, individuals, and/or entities (Solicitors) for client referrals. In order to receive a cash referral fee from our firm, Solicitors must comply with the requirements of the jurisdictions in which they operate. If you were referred to our firm by a Solicitor, you should have received a copy of this brochure along with the Solicitor's disclosure statement at the time of the referral. If you become a client, the Solicitor that referred you to our firm will receive a percentage of the advisory fee you pay our firm for as long as you are a client with our firm, or until such time as our agreement with the Solicitor expires. You will not pay additional fees because of this referral arrangement. Referral fees paid to a Solicitor are contingent upon your entering into an advisory agreement with our firm. Therefore, a Solicitor has a financial incentive to recommend our firm to you for advisory services. This creates a conflict of interest; however, you are not obligated to retain our firm for advisory services. Comparable services and/or lower fees may be available through other firms.

Solicitors that refer business to more than one investment adviser may have a financial incentive to recommend advisers with more favorable compensation arrangements. We request that our Solicitors disclose to you whether multiple referral relationships exist and that comparable services may be available from other advisers for lower fees and/or where the Solicitor's compensation is less favorable.

#### Custody - Item 15

Advisers who deduct advisory fees directly from client accounts are deemed to have constructive custody. IAMS Wealth does not have custody over client funds and securities because the third party investment adviser calculates and deducts our fee automatically from your account at the qualified custodian. IAMS Wealth is not directly involved in the fee calculation and billing process.

Clients will receive account statements at least quarterly from their qualified custodian. Clients are urged to review their custodial account statements for accuracy.

#### **Investment Discretion - Item 16**

IAMS Wealth's portfolio management services are offered on a discretionary basis. This authority is granted to us by you in the Asset Management Agreement. This allows our firm and/or the third party investment adviser to choose the quantity of the securities to be purchased or sold and whether to place buy or sell orders for your account without obtaining your approval for each transaction. We also maintain discretionary authority to require our clients to use TD Ameritrade for custodial services in our wrap fee program.

If you wish, you may limit our discretionary authority by, for example, setting a limit on the type of securities that can be purchased for your account. All restrictions or guidelines must be provided in writing.

#### **Voting Client Securities - Item 17**

IAMS Wealth does not vote proxies. It is the client's responsibility to vote proxies. Clients will receive proxy materials directly from the custodian. Questions about proxies may be made via the contact information on the cover page.

#### **Financial Information - Item 18**

We are required in this Item to provide you with certain financial information or disclosures about IAMS Wealth's, financial condition. IAMS Wealth does not require the prepayment of over \$1,200, six or more months in advance. Additionally, IAMS Wealth has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and IAMS Wealth has not been the subject of a bankruptcy proceeding.

#### **Requirements of State-Registered Advisers - Item 19**

**This section is not applicable because our firm is SEC-registered.**

#### **Miscellaneous**

##### **Confidentiality**

IAMS Wealth views protecting its customers' private information as a top priority and, pursuant to the requirements of the Gramm-Leach-Bliley Act, the firm has instituted policies and procedures to ensure that customer information is kept private and secure.

IAMS Wealth does not disclose any nonpublic personal information about its customers or former customers to any nonaffiliated third parties, except as permitted by law. In the course of servicing a client account, IAMS Wealth may share some information with its service providers, such as transfer

agents, custodians, broker-dealers, accountants, and lawyers.

IAMS Wealth restricts internal access to nonpublic personal information about its clients to those employees who need to know that information in order to provide products or services to the client. IAMS Wealth maintains physical and procedural safeguards that comply with state and federal standards to guard a client's nonpublic personal information and ensure its integrity and confidentiality. As emphasized above, it has always been and will always be the firm's policy never to sell information about current or former customers or their accounts to anyone. It is also the firm's policy not to share information unless required to process a transaction, at the request of the client, or as required by law.

A copy of the firm's privacy policy notice will be provided to each client prior to, or contemporaneously with, the execution of the Asset Management Agreement. If you have any questions about this policy, please contact Charles R. Heuring, Chief Compliance Officer, at (888) 255-7670 or [charles@iamswm.com](mailto:charles@iamswm.com).