

# **hemming& Wealth Management, Inc.**

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

**Effective: March 27, 2020**

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of hemming& Wealth Management, Inc. (“hemming& Wealth Management” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact hemming& Wealth Management at (231) 922-2900.

hemming& Wealth Management 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 about hemming& Wealth Management to assist you in determining whether to retain the Advisor.

Additional information about hemming& Wealth Management and its Advisory Persons are available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 300918.

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## Item 2 – Material Changes

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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 Persons of hemming& Wealth Management. For convenience, the Advisor has combined these documents into a single disclosure document.

hemming& Wealth Management believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. hemming& Wealth Management encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

### Future Changes

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

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 the Advisor's firm name or CRD# 300918. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (231) 922-2900.

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## Item 4 – Advisory Services

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### A. Firm Information

hemming& Wealth Management, Inc. (“hemming& Wealth Management” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). hemming& Wealth Management was organized as a Corporation under the laws of the State of Michigan in February 2007 and became a registered investment advisor in March 2019. hemming& Wealth Management is owned and operated by Dawn M. Hemming (Founder, President and Chief Compliance Officer) and Autumn C. Soltysiak (Vice President).

This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by hemming& Wealth Management. For information regarding this Disclosure Brochure, please contact Dawn M. Hemming (Chief Compliance Officer) at (231) 922-2900.

### B. Advisory Services Offered

hemming& Wealth Management offers investment advisory services to individuals, high net worth individuals, families, trusts, charitable organizations, businesses and retirement plans (each referred to as a “Client”).

hemming& Wealth Management serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. hemming& Wealth Management’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Investment Management Services

hemming& Wealth Management works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. hemming& Wealth Management will construct investment portfolios through the Advisor’s internal investment management and/or the use of unaffiliated investment managers or investment platforms. Please see below.

*Internal Investment Management* – hemming& Wealth Management constructs investment portfolios utilizing exchange-traded funds (“ETFs”), mutual funds, individual equity securities, individual and fixed income securities and other types of investments, as appropriate, to meet the needs of each Client. Evaluation of legacy investments will include a review of portfolio fit, tax situation and other considerations.

The Client-specific investment objectives will be set forth in a written Investment Policy Statement describing items such as asset allocation, personal circumstances, goals, liquidity needs, etc. 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. hemming& Wealth Management will construct, implement and monitor the portfolio on a discretionary basis with respect to the Client’s investment policy statement.

At no time will hemming& Wealth Management accept or maintain custody of a Client’s funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices for additional information.

*Use of Independent Managers* – hemming& Wealth Management may recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers’ strategies and target allocations remain aligned with its clients’ investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated investment manager[s]

or investment platform[s], will be provided with the Independent Manager's Form ADV 2A (or a brochure that makes the appropriate disclosures).

#### Financial Planning Services

Financial Planning Services are at the core of the Client relationship with hemming& Wealth Management. hemming& Wealth Management will provide financial planning and consulting services as a stand-alone service to Clients pursuant to a written financial planning agreement. Services are offered in several areas depending on the Client's goals, objectives and financial circumstances. Services may be for a defined scope or an ongoing engagement. Generally, such financial planning services will involve a written report which provides the Client with a detailed financial plan to assist the Client in achieving his or her financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, financial position, tax considerations, employee benefits, investment analysis, insurance analysis, retirement analysis, death and disability considerations, and estate planning.

Plans or consultations are typically completed within six months of contract date, assuming all information and documents requested are provided promptly by the Client. Financial planning and consulting recommendations may pose a conflict between the interests of the Advisor and the interests of the Client. Implementation of financial planning recommendations is entirely at the Client's discretion. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor. hemming& Wealth Management will work with Clients to implement recommendations and referrals to other professionals may be made where appropriate to meet the Client's needs.

#### Retirement Plan Advisory Services

hemming& Wealth Management provides advisory services on behalf of company retirement plans (each a "Plan") and the company/sponsor (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management Services (ERISA 3(38))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

These services are provided by hemming& Wealth Management serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of hemming& Wealth Management's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

#### Sub-Advisory Relationship - Broker-Dealer

hemming& Wealth Management provides investment consulting services to brokerage customers (herein "Brokerage Customers") of Mutual Securities, Inc. (herein "MSI") who provide written consent requesting to receive the Advisor's consulting services, pursuant to a written agreement with hemming& Wealth Management. Consulting services are strictly on products Clients have purchased through Mutual Securities, Inc. Please see "Item 10 – Other Financial Industry Activities and Affiliations" for additional details.

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

Prior to engaging hemming& Wealth Management 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 an Investment Strategy – hemming& Wealth Management, in connection with the Client, will develop an investment strategy that seeks to achieve the Client's goals and objectives.
- Portfolio Construction – hemming& Wealth Management will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – hemming& Wealth Management will provide investment management and ongoing oversight of the Client's investment portfolio. hemming& Wealth Management will review Client portfolios at least annually.
- Financial Planning – hemming& Wealth Management provides initial and ongoing planning services, to assist Clients in meeting the financial goals.

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

hemming& Wealth Management does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by hemming& Wealth Management.

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

As of December 31, 2019, hemming& Wealth Management manages \$125,980,805 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

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

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

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

##### Investment Management Services

Investment advisory fees are paid monthly, at the end of each month, pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management during each month. Fees are based on the following schedule:

<b>Assets Under Management</b>	<b>Annual Rate (%)</b>
Up to \$250,000	1.50%
\$250,001 to \$500,000	1.40%
\$500,001 to \$1,000,000	1.25%
\$1,000,001 to \$2,000,000	1.00%
\$2,000,001 to \$4,000,000	0.75%
\$4,000,001 to \$6,000,000	0.50%
\$6,000,001 to \$8,000,000	0.40%
Over \$8,000,000	Negotiable

The investment advisory fee in the first month of service is prorated from the inception date of the account[s] to the end of the first month. 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 hemming& Wealth Management will be independently valued by the Custodian. hemming& Wealth Management will not have the authority or responsibility to value portfolio securities.

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to hemming& Wealth Management, subject to the usual and customary securities settlement procedures. However, withdrawals from the Client's account[s] may impede

the Advisor's ability to implement the investment strategy designed for the Client. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### Use of Independent Managers

For Clients with account[s] implemented through an Independent Manager, the Client will be charged a fee for the investment management and related services provided by the Independent Manager, which are separate from the Advisor's fee as noted above.

#### Financial Planning Services

hemming& Wealth Management may include financial planning services as part of the overall investment advisory fee or it may be offered separately. Project-based financial planning engagements may be offered at an hourly rate of up to \$250 or a fixed engagement fee. Ongoing financial planning engagements are offered for a fixed quarterly fee, payable in advance of each quarter. Fees are based on the scope of services to be provided. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. An estimate for total hours and/or costs will be provided prior to establishing the advisory relationship.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an asset-based fee that typically ranges up to 1.00% annually. Fees are negotiable depending on the size and complexity of the Plan. Fees in the first quarter of the engagement are prorated from the effective date of the Agreement to the end of the first quarter.

#### Sub-Advisory Relationship - Broker-Dealer

hemming& Wealth Management receives a consulting fee based on the assets under MSI's management from Brokerage Customers who have provided written consent to a MSI to receive the consulting service from hemming& Wealth Management. The consulting fee is calculated from the assets under MSI's management as of the end of a calendar quarter period multiplied by the annualized rate of 35 basis points. The initial fee is paid only after the completion of one full calendar quarter period following the date of the executed agreement with MSI.

### **B. Fee Billing**

#### Investment Management Services

Investment advisory fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective month end date. The amount due is calculated by applying the monthly rate (annual rate divided by 12) to the total assets under management with hemming& Wealth Management at the end of each month. Clients will be provided with a statement, generally monthly, 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 hemming& Wealth Management to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Use of Independent Managers

For Clients with account[s] implemented through an Independent Manager, the Client's fee may be separately billed or deducted from the Client's account[s] by the Independent Manager.

#### Financial Planning Services

Financial planning fees for project-based engagements are invoiced by the Advisor up to fifty percent (50%) upon the execution of the financial planning agreement with the balance due upon completion of the agreed upon deliverable[s]. Financial planning fees for ongoing engagements are invoiced in advance of each quarterly period.



#### Retirement Plan Advisory Services

Fees are typically deducted from the assets of the Plan in advance of each calendar quarter, based on the market value in each Plan Participant's account at the end of the prior quarter. Fees may also be directly invoiced to the Plan Sponsor upon request.

#### Sub-Advisory Relationship - Broker-Dealer

MSI shall pay hemming& Wealth Management for its consulting services on or before thirty (30) days past the end of each calendar quarter.

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

All fees paid to hemming& Wealth Management for investment advisory or financial planning services are separate and distinct from any and all other fees and expenses charged by broker-dealers/custodians, plan administrators, or any other expense associated with the Client's account[s]. The Advisor's recommended Custodian does not charge securities transaction fees for ETF, certain mutual funds and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for certain mutual funds and other types of investments. These fees are described in the prospectus for each mutual fund or ETF. The Custodian charges for certain services, e.g. wire transfers. See Item 12 – Brokerage Practices for additional information.

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

#### Investment Management Services

hemming& Wealth Management is compensated for its investment advisory services at the end of the month after investment advisory services are rendered. Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's investment advisory agreement with the Advisor is non-transferable without the Client's prior consent.

#### Use of 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 that Independent Manager. hemming& Wealth Management will assist the Client with the termination and transition as appropriate.

#### Financial Planning Services

hemming& Wealth Management may be partially compensated for its financial planning serves at the start of the engagement. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for the percentage of the engagement scope completed by the Advisor. Hourly engagements will be billed the actual hours worked by the Advisor. Ongoing engagements are based on the actual days worked in the current period. Upon termination, the Advisor will promptly refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

hemming& Wealth Management is compensated for its retirement plan advisory services in advance of each calendar quarter. Either party may terminate the retirement plan advisor agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor shall promptly refund any unearned, prepaid fees.



The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

#### Sub-Advisory Relationship - Broker-Dealer

Either party may terminate the consulting agreement by providing thirty (30) days advance written notice to the other party. The Advisor will be entitled to fees up to the date of termination.

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

hemming& Wealth Management 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 are also licensed as independent insurance professionals. Advisory persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by an Advisory Person are separate and in addition to hemming& Wealth Management's advisory fees. This practice presents a conflict of interest as Advisory Persons 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.

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

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hemming& Wealth Management does not charge performance-based fees for its investment advisory services. The fees charged by hemming& Wealth Management are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

hemming& Wealth Management 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.

#### **Item 7 – Types of Clients**

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hemming& Wealth Management offers investment advisory services to individuals, high net worth individuals, families, trusts, charitable organizations, businesses and retirement plans. hemming& Wealth Management generally does not impose a minimum size for establishing a relationship.

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

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

hemming& Wealth Management primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from hemming& Wealth Management 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.

***Fundamental Analysis* involves evaluating a security using real data such as company revenues, earnings, return on equity, and profit margins to determine underlying value and potential growth. Fundamental analysis may involve interest rate risk, market risk, business risk, and financial risk.**

As noted above, hemming& Wealth Management generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. hemming& Wealth Management 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, hemming& Wealth Management 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. hemming& Wealth Management 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. While the methods of analysis help 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 these methods of analysis may lose value and may have negative investment performance.

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 hemming& Wealth Management or its owner.** hemming& Wealth Management values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider the Client engages. The backgrounds of the Advisor and Advisory Persons are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 300918.

## Item 10 – Other Financial Industry Activities and Affiliations

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The sole business of hemming& Wealth Management and its Advisory Persons is to provide investment advisory services to its Clients. Neither hemming& Wealth Management nor its advisory personnel are involved in other business endeavors. hemming& Wealth Management does not maintain any affiliations with other firms, other than contracted service providers to assist with the servicing of its Client's accounts.

### Sub-Advisory Relationship - Broker-Dealer

hemming& Wealth Management has an agreement with MSI to provide investment consulting services to Brokerage Customers, as noted in Item 4 – Advisory Services above. MSI compensates hemming& Wealth Management for providing consulting services to Clients who have purchased products through MSI. This consulting arrangement does not include assuming discretionary authority over Brokerage Customers' brokerage accounts or the monitoring of securities. These consulting services offered to Brokerage Customers includes a general review of Brokerage Customers' investment holdings, which will result in hemming& Wealth Management's Advisory Persons making specific securities recommendations or offering general investment advice. This relationship presents conflicts of interest. Potential conflicts are mitigated by Brokerage Customers consenting to receive consulting services from hemming& Wealth Management. In addition, hemming& Wealth Management will not accept or bill for additional compensation on asset under MSI's management, beyond the consulting fees disclosed in Item 5 above. Advisory Persons of the Advisor will not engage or hold itself as a registered representative of MSI, as Advisory Persons are not registered to conduct commission based activities under a broker-dealer.

### Insurance Agency Affiliations

Certain Advisory persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart an Advisory Person's role with hemming& Wealth Management. As an insurance professional, an Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by the Advisor 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**

hemming& Wealth Management has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with hemming& Wealth Management ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to the Client. hemming& Wealth Management and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of hemming& Wealth Management's 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 covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (231) 922-2900.

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

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

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

hemming& Wealth Management allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to you and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons has a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can 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 hemming& Wealth Management requiring reporting of personal securities trades by its Access Persons for review by the Chief Compliance Officer ("CCO"). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

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

While hemming& Wealth Management allows 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 afterward. **At no time will hemming& Wealth Management, or any Supervised Person of hemming& Wealth Management, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

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

hemming& Wealth Management does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to

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hemming& Wealth Management, Inc.  
600 E. Front Street, Suite 201, Traverse City, MI 49686  
Phone: (231) 922-2900 | <https://hemmingwm.com>

safeguard Client assets and authorize hemming& Wealth Management to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, hemming& Wealth Management does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where hemming& Wealth Management does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a broker-dealer/custodian not recommended by hemming& Wealth Management. However, if the recommended Custodian is not utilized the Advisor may be limited in the services it can provide to the Client comparable to other Clients. hemming& Wealth Management may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation, and/or location of the Custodian's offices. hemming& Wealth Management will generally recommend that Clients establish their account[s] at Fidelity Clearing & Custody Solutions and related entities of Fidelity Investments, Inc. (collectively "Fidelity"). Fidelity is a FINRA-registered broker-dealer and member SIPC and will serve as the Client's "qualified custodian". hemming& Wealth Management maintains an institutional relationship with Fidelity whereby the Advisor receives economic benefits from Fidelity. 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/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **hemming& Wealth Management does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from Fidelity. Please see Item 14.**

**2. Brokerage Referrals** - hemming& Wealth Management 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 hemming& Wealth Management 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 separately instructed by the Client. 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, hemming& Wealth Management 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 primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results considering such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. hemming& Wealth Management will execute its transactions through the Custodian as authorized by the Client. hemming& Wealth Management may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Clients' 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 hemming& Wealth Management and periodically by the CCO. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client.

## **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 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 hemming& Wealth Management 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 hemming& Wealth Management**

hemming& Wealth Management may refer Clients to various unaffiliated professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, hemming& Wealth Management may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform

hemming& Wealth Management has established an institutional relationship with Fidelity to assist the Advisor in managing Client account[s]. Access to the Fidelity platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Fidelity. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor has received financial support from Fidelity to assist the Advisor in the launch of its advisory firm. The following benefits are also received from Fidelity: reimbursement to Clients for transfer costs to the platform/custodian; financing services; receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

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

hemming& Wealth Management does not engage paid solicitors for Client referrals.

## **Item 15 – Custody**

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All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct hemming& Wealth Management to utilize that Custodian for the Client's security transactions. hemming& Wealth Management does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees or authorize transfers on the Client's behalf.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

Clients should review statements provided by the Custodian and compare to any reports provided by hemming& Wealth Management to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

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

hemming& Wealth Management 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 hemming& Wealth Management. 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 hemming& Wealth Management will be in accordance with each Client's investment objectives and goals.

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

hemming& Wealth Management does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. If the Client elects to direct proxies to the Advisor, such election does not result in the authority for the Advisor to vote such proxies. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

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

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



# **Form ADV Part 2B – Brochure Supplement**

**for**

**Dawn M. Hemming**  
**Founder, President and Chief Compliance Officer**

**Effective: March 27, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Dawn M. Hemming (CRD# 2243857) in addition to the information contained in the hemming& Wealth Management, Inc. (“hemming& Wealth Management” or the “Advisor”, CRD# 300918) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the hemming& Wealth Management Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (231) 922-2900.

Additional information about Ms. Hemming is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 2243857.



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## Item 2 – Educational Background and Business Experience

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Dawn M. Hemming, born in 1958, is dedicated to advising Clients of hemming& Wealth Management as the Founder, President and Chief Compliance Officer. Ms. Hemming earned her MBA from Lake Superior State University in 1990. Ms. Hemming also earned a B.A. in Education from Michigan State University in 1980. Additional information regarding Ms. Hemming's employment history is included below.

### Employment History:

Founder, President and Chief Compliance Officer, hemming& Wealth Management, Inc.	02/2019 to Present
Financial Advisor, Sagepoint Financial, Inc.	10/2008 to 03/2019
Financial Advisor, American General Securities, Inc.	03/1997 to 10/2008
Financial Advisor, Chubb Securities Corporation	06/1992 to 03/1997

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## Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Ms. Hemming.*** Ms. Hemming has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Hemming.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Hemming.***

However, we do encourage you to independently view the background of Ms. Hemming on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 2243857.

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## Item 4 – Other Business Activities

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### Insurance Agency Affiliations

Ms. Hemming is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Ms. Hemming's role with hemming& Wealth Management. As an insurance professional, Ms. Hemming will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Ms. Hemming is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Ms. Hemming or the Advisor.

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## Item 5 – Additional Compensation

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Ms. Hemming has additional business activities where compensation is received, that are detailed in Item 4 above.

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## Item 6 – Supervision

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Ms. Hemming serves as the Founder, President and Chief Compliance Officer of hemming& Wealth Management. Ms. Hemming can be reached at (231) 922-2900.

hemming& Wealth Management has implemented a Code of Ethics an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of hemming& Wealth Management. Further, hemming& Wealth Management is subject to regulatory oversight by various agencies. These agencies require registration by hemming& Wealth Management and its Supervised Persons. As a registered entity,

hemming& Wealth Management is subject to examinations by regulators, which may be announced or unannounced. hemming& Wealth Management is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## **Form ADV Part 2B – Brochure Supplement**

**for**

**Autumn C. Soltysiak, CFP®  
Vice President, Financial Advisor**

**Effective: March 27, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Autumn C. Soltysiak (CRD# 4684987) in addition to the information contained in the hemming& Wealth Management, Inc. (“hemming& Wealth Management” or the “Advisor”, CRD# 300918) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the hemming& Wealth Management Disclosure Brochure or this Brochure Supplement, please contact the Advisor at (231) 922-2900.

Additional information about Ms. Soltysiak is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 4684987.

## Item 2 – Educational Background and Business Experience

Autumn C. Soltysiak, born in 1980, is dedicated to advising Clients of hemming& Wealth Management as the Vice President and Financial Advisor. Ms. Soltysiak earned a Bachelors in Economics from Michigan Technological University in 2003. Additional information regarding Ms. Soltysiak's employment history is included below.

### Employment History:

Vice President, Financial Advisor, hemming& Wealth Management, Inc.	02/2019 to Present
Financial Advisor, Sagepoint Financial, Inc.	01/2015 to 03/2019
Financial Advisor, Lincoln Financial Advisors Corporation	03/2013 to 01/2015
Financial Advisor, Wells Fargo Advisors, LLC	01/2008 to 01/2013
Financial Advisor, A.G. Edwards & Sons, Inc.	09/2003 to 01/2008

### CERTIFIED FINANCIAL PLANNER™ (“CFP®”)

The CERTIFIED FINANCIAL PLANNER™, CFP® and federally registered CFP® (with flame design) marks (collectively, the “CFP® marks”) are professional certification marks granted in the United States by Certified Financial Planner Board of Standards, Inc. (“CFP® Board”).

The CFP® certification is a voluntary certification; no federal or state law or regulation requires financial planners to hold CFP® certification. It is recognized in the United States and a number of other countries for its (1) high standard of professional education; (2) stringent code of conduct and standards of practice; and (3) ethical requirements that govern professional engagements with clients. Currently, more than 71,000 individuals have obtained CFP® certification in the United States.

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

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

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

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

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

### Item 3 – Disciplinary Information

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***There are no legal, civil or disciplinary events to disclose regarding Ms. Soltysiak.*** Ms. Soltysiak has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Ms. Soltysiak.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. ***As previously noted, there are no legal, civil or disciplinary events to disclose regarding Ms. Soltysiak.***

However, we do encourage you to independently view the background of Ms. Soltysiak on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with her full name or her Individual CRD# 4684987.

### Item 4 – Other Business Activities

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#### Insurance Agency Affiliations

Ms. Soltysiak is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Ms. Soltysiak's role with hemming& Wealth Management. As an insurance professional, Ms. Soltysiak will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Ms. Soltysiak is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Ms. Soltysiak or the Advisor.

### Item 5 – Additional Compensation

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Ms. Soltysiak has additional business activities where compensation is received that are detailed in Item 4 above.

### Item 6 – Supervision

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Ms. Soltysiak serves as the Vice President and a Financial Advisor of hemming& Wealth Management and is supervised by Dawn Hemming, the Chief Compliance Officer. Ms. Hemming can be reached at (231) 922-2900.

hemming& Wealth Management has implemented a Code of Ethics, an internal compliance document that guides each Supervised Person in meeting their fiduciary obligations to Clients of hemming& Wealth Management. Further, hemming& Wealth Management is subject to regulatory oversight by various agencies. These agencies require registration by hemming& Wealth Management and its Supervised Persons. As a registered entity, hemming& Wealth Management is subject to examinations by regulators, which may be announced or unannounced. hemming& Wealth Management is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

## Privacy Policy

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Effective: March 27, 2019

### Our Commitment to You

hemming& Wealth Management, Inc. ("hemming& Wealth Management" 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. hemming& Wealth Management (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.

hemming& Wealth Management 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, broker-dealers, 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> hemming& Wealth Management 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 hemming& Wealth Management 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> hemming& Wealth Management 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 the Advisor's current Privacy Policy by contacting us at (231) 922-2900.