



## Disclosure Brochure

**March 30, 2020**

This Disclosure Brochure provides information about the qualifications and business practices of Aprio Wealth Management, LLC ("Aprio WM"). If you have any questions about the contents of this Disclosure Brochure, please contact Keith Greenwald at (770) 353-4769. The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority.

Aprio WM is an investment advisor registered with the Securities and Exchange Commission ("SEC"). An "investment advisor" 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.

Additional information about Aprio WM is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 - Material Changes

Investment Advisors are required to prepare a disclosure document ("Brochure") that describes the firm and its business practices. Pursuant to SEC rules, we are required to update our Brochure at least annually and provide you with a summary of any material changes since the previous amendment.

We have prepared this updated Annual Update Brochure, dated March 18, 2020, in accordance with the annual amendment requirement.

Since the last annual update on March 5, 2019, Aprio WM has had the following material changes:

- Effective October 2019, Keith Greenwald is the new Chief Compliance Officer.

### Item 3 - Table of Contents

#### Contents

Item 1 - Cover Page .....	1
Item 2 - Material Changes .....	2
Item 3 - Table of Contents .....	3
Item 4 - Advisory Business .....	4
Item 5 - Fees and Compensation.....	5
Item 6 - Performance-Based Fees and Side-By-Side Management .....	9
Item 7 - Types of Clients. ....	9
Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss.....	9
Item 9 - Disciplinary Information .....	10
Item 10 - Other Financial Industry Activities or Affiliations.....	10
Item 11 - Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	11
Item 12 - Brokerage Practices.....	12
Item 13 - Review of Accounts .....	13
Item 14 - Client Referrals and Other Compensation .....	14
Item 15 - Custody.....	14
Item 16 - Investment Discretion.....	14
Item 17 - Voting Client Securities.....	15
Item 18 - Financial Information .....	15
Item 19 - Requirements of State-Registered Advisers.....	15
Other .....	15

#### Item 4 - Advisory Business

Aprio WM is a limited liability company organized under the laws of the State of Delaware. We are licensed with the SEC as an investment adviser and have been providing investment advisory services since 1999.

Aprio Capital Partners, LLC is the sole equity holder of Aprio WM. Aprio Holdings, LLC is the majority owner of Aprio Capital Partners, LLC.

Richard Kopelman is the Managing Partner of the Managing Member of Aprio WM. Keith Greenwald is the Chief Executive Officer of Aprio WM. Keith Greenwald is the Chief Compliance Officer of Aprio WM.

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

Aprio WM offers both discretionary and non-discretionary advisory services.

Aprio WM offers discretionary investment advisory services to its Clients where the investment advice provided is tailored to meet the goals and investment objectives of its Clients. The accounts may include a combination of stocks, bonds, no-load mutual funds, closed-end funds, and exchange traded funds, as well as other types of securities at the Client's request. Associated Persons of Aprio WM will gather information from the Client (and third parties at the Client's direction) regarding the Client's financial situation, including but not limited to the Client's investment objectives, risk tolerance, time horizon and other relevant information provided by the Client.

Aprio WM also offers non-discretionary advisory services to Plan Sponsors of participant-directed qualified plans. These services include but are not limited to: non-discretionary investment advice regarding the investment alternatives available to the Plan; assisting in the development of the investment policy statement; providing investment advice to the Plan with respect to the selection of a qualified default investment alternative if applicable; assisting in the education of the participant about general investing principles and investment alternatives available under the Plan in accordance with Department of Labor Interpretive Bulletin 96-1. Aprio WM will not provide investment advice concerning the appropriateness of any investment option for a particular participant or beneficiary under the Plan and will not be acting as an ERISA fiduciary for purposes of providing educational services.

Aprio WM offers basic financial planning services to all clients as part of the Asset Management Program. Financial Planning services are also offered under a separate agreement to assist clients who are not part of the Asset Management Program or who have more complex planning issues. The term Financial Planning refers to analyzing and reviewing the Client's financial status, goals and objectives and cover scenarios in areas such as: Financial Position, Investment Planning, Protection Planning, Retirement Planning, Charitable Planning and Estate Planning.

Aprio WM may engage one or more sub-advisers to provide investment portfolio models. Such engagements shall be pursuant to direct sub-advisory relationships established by Aprio WM with each sub-adviser. Aprio WM will provide each Client with a copy of the Form ADV Part 2 or equivalent disclosure document of each sub-adviser. The fees charged by sub-advisers directly engaged by Aprio WM are included in Aprio WM's management fees.

Aprio WM does not participate in a wrap fee program.

Assets Under Management:

As of December 31, 2019, we manage \$369,238,679 in Client assets on a discretionary basis, and \$333,913,824 in Client assets on a non-discretionary basis.

## Item 5 - Fees and Compensation

Investment Management Services Fees

Clients pay Aprio WM a fee ("Management Fee") based on the value of the assets in their account. Management Fees are billed monthly in arrears based on an average daily account balance. Aprio WM intends to charge fees in accordance with the standard fee schedule in place at the time of executing the Client's management agreement, fees are subject to negotiation and may vary from the standard schedules to reflect circumstances. Aprio WM may agree to provide investment advisory services based on an hourly fee arrangement. The fee schedule, and any applicable terms and conditions, is stated in the Client's Aprio WM Client Agreement.

General Fee Schedule

<u>Portfolio Value</u>	<u>Annualized Management Fee</u>
First \$2,499,999	1%
Next \$2.5 million to \$4,999,999	.75%
Next \$5 million to \$9,999,999	.50
Over \$10 million	Negotiated

Accounts may be subject to a minimum fee of \$2,500. The minimum fee will be disclosed to the client on the client agreement.

The Management Fee covers only the portfolio management and advisory services provided by Aprio WM and does not include brokerage commissions, transaction fees, mark-up and mark-downs, exchange fees, dealer spreads or other costs associated with the purchase and sale of securities, custodian fees, transfer fees, wire fees, interest, taxes, or other account expenses. All fees paid to Aprio WM for investment advisory services are separate and distinct from the fees and expenses charges by mutual funds or in conjunction with internal expenses associated with exchange-traded funds. The client will be solely responsible, directly or indirectly, for these additional expenses. Refer to Item 12 for a detailed discussion of brokerage practices.

The Management Fee, unless otherwise negotiated, is deducted directly from the Client's account. The Client authorizes Aprio WM to debit the Management Fee from the Client's account. By the Client authorizing Aprio WM to debit the fees, Aprio WM is deemed to have custody of the Client's funds. Clients will receive a statement, usually monthly but no less than quarterly, directly from their account

custodian. Aprio WM urges Clients to review the information on the statement for accuracy and compare the information to any reports received directly from Aprio WM. Clients may receive a statement reflecting the calculation of their fee by request from Aprio WM. 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. In the event of termination of the Management Agreement, our Management Fee will be prorated through the date of termination.

In addition to our Management Fee, you may also incur certain charges imposed by unaffiliated third parties. Such charges include, but are not limited to, custodial fees, ticket charges, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Account which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees.

#### Reporting Services Fees

A Client may request additional accounts be included in the Aprio WM portfolio for reporting purposes. Fees for the Reporting Services are charges at a flat rate of .25%, of the market value of the assets that are included. Fees are billed monthly in arrears based on an average daily account balance. The payment of these fees will be debited from an authorized Client account with Aprio WM.

#### Plan Advisory Fees

Our fees for plan sponsor services for trustee directed qualified plans (the "Management Fees") are based on the value of the assets in their account. Management Fees are billed monthly in arrears based on an average daily account balance. Aprio WM intends to charge fees in accordance with the standard fee schedule in place at the time of executing the Client's management agreement, fees are subject to negotiation and may vary from the standard schedules to reflect circumstances. Aprio WM may agree to provide investment advisory services based on an hourly fee arrangement. The fee schedule, and any applicable terms and conditions, are stated in the Client's Aprio WM Client Agreement.

#### General Fee Schedule

<u>Portfolio Value</u>	<u>Annualized Management Fee</u>
\$0 - \$250,000	\$2,500 <sup>1</sup>
\$250,001 to \$2,499,999	1%
\$2,500,000 to \$4,999,999	.75%
\$5,000,000 to \$9,999,999	.50%
Over \$10 million	Negotiated

<sup>1</sup>A 1.00% transfer/conversion fee may apply and will be disclosed if applicable. A minimum fee of \$2,500 may apply and will be disclosed if applicable. There is no fee for termination.

The annual rate for advisory services for participant directed plans is determined based on the schedule below. For the purposes of calculations, plan asset level at the end of the preceding year-

end (12/31) will be used with the exception of the initial contract execution, at which point the current plan asset level will dictate the advisory fee. This situation is explained in further detail in the Aprio Wealth Management Plan Sponsor Agreement. Advisory Fees are calculated and charged monthly on the month - end account balance unless otherwise stated in the custodial/recordkeeper agreement(s) for the Plan. Advisory Fees may be modified and updated from time to time.

#### Plan Advisory Fee Schedule

<u>401(k) Asset Level</u>	<u>Plan Advisor Fee</u>
\$0 - \$250,000	\$2,500 <sup>1</sup>
\$250,001	1.00%
\$500,000	.75%
\$1,000,000	.50%
\$2,500,000	.40%
\$5,000,000	.35%
\$7,500,000	.25%
\$10,000,000	.20%
\$15,000,000	.15%

1.00 % transfer/conversion fee may apply and will be disclosed if applicable.

To minimize disruption and confusion to Plan participants of preexisting Plans, Plan Sponsor may have Aprio WM takeover the Advisor role per the current agreement between the Plan and the record-keeper. In these cases, Aprio WM may receive fees that differ from the schedule above although in all cases Aprio WM will still be paid based only on an asset level fee basis. It is also possible, depending on how the Plan is set up with the record-keeper that the fee will be paid to an appropriately licensed affiliate of Aprio WM. In these situations, Aprio WM will notify the Plan Sponsor of the discrepancy and will work with Plan Sponsor to establish a mutually agreed upon time period to review and update the record-keeper/custodian agreement as soon as administratively possible.

<sup>1</sup>For plans with assets less than \$250,000 Aprio WM charges an annual fee of \$2,500. The fee is billed directly to the Client and is not paid out of plan assets. The fee will be prorated in the first year. Invoices will be sent on a calendar quarter basis in arrears.

#### Financial Planning Services

Aprio WM offers basic financial planning services to all clients as part of the Asset Management Program. Financial Planning services are also offered under a separate fee to assist clients who are not part of the Asset Management Program or who have more complex planning issues. Our fees for financial planning are based on the complexity of the service provided to the Client and is charged at a fixed rate that is mutually agreed upon by the Client and Aprio WM.

The fee is payable at the beginning of the planning process. Clients will receive an invoice for Financial Planning services which is payable upon receipt. The terms and conditions of the Financial Planning engagement are detailed in the Aprio WM Financial Planning Agreement.

The Financial Planning fee covers only the services provided for financial planning, and If Client desires Aprio WM to perform additional services, then the provision of such services will be governed by a separate agreement and Aprio WM will be entitled to receive additional fees as outlined in such separate agreement.

If Clients choose to implement the advice of Aprio WM, some advice may be implemented through Associated Persons of Aprio WM in their capacity as registered representatives and/or independent insurance agents of Aprio WM affiliated companies. If Clients choose to implement the advice of the Associated Persons through one or more of Aprio WM's other services described, the Associated Persons may waive or reduce the amount of the financial planning fee as a result of additional advisory fees being earned. Any adjustment to the financial planning fee is at the discretion of the advisor representative and will be disclosed to Clients prior to implementing transactions.

#### Consulting Services

Fees for Consulting Services are dependent on the scope of the services provided and may be charged at a fixed rate or an hourly rate that is mutually agreed upon by the Client and Aprio WM. Prior to engaging Aprio WM to provide consulting services, the client will generally be required to enter into a written Agreement with the Firm. The Agreement will set forth the terms and conditions of the engagement and describe the scope of the services to be provided and the portion of the fee that is due from the client.

#### Additional Disclosure about Fees and Expenses

The fees Aprio WM charges may be negotiable based on the amount of assets under management, complexity of Client goals and objectives, and level of services rendered. As described above, the fees are charged as described above and are not based on a share of capital gains of the funds or on performance.

Associated persons of Aprio WM may recommend insurance, investment and other products intended to assist the Client in meeting their financial goals. This could create a business incentive for the representative to recommend products based on commission received rather than in the best interest of the Client. Clients are not required to purchase any insurance and investment products through Aprio WM. Clients are instructed that fees paid to Aprio WM for advisory services are separate and distinct from commissions earned by representatives acting in their capacity as registered insurance agents.

Associated persons of Aprio WM may recommend variable insurance products, variable annuity products or 529 plans. Clients are instructed that the fees paid to Aprio WM for advisory services are separate and distinct from the commissions earned by representatives acting in their capacity as a registered representative with our unaffiliated broker-dealer, Purshe Kaplan Sterling Investments. Clients are under no obligation to use Purshe Kaplan Sterling Investments or the Firm's Associated Persons for the sale of these products and may use the brokerage firm and agent of their choice.

Conflicts of interest between you and our Firm, and the Associated Persons of our Firm, are outlined 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.



## Termination

Either party can terminate the Management Agreement with written notice to the other party. Services with Aprio may be terminated without penalty.

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

We and our 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.

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

Aprio WM offers discretionary and non-discretionary investment advisory services to high net worth individuals, individuals, qualified plans, trusts, estates, charitable organizations, corporations, and other business entities.

Aprio WM generally requires a minimum investment of \$250,000 to open and maintain an advisory relationship. Aprio WM reserves the right to waive the minimum requirement. We may also allow accounts of members of the same household to be aggregated for purposes of meeting the minimum requirement. We may also allow such aggregation, for example, where we service accounts on behalf of minor children of current Clients, individual and joint accounts for a spouse, and other types of related accounts.

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

Aprio WM's methods of analysis and investment strategies incorporate the client's needs and investment objectives, time horizon, and risk tolerance. Aprio WM is not bound to a specific investment strategy for the management of investment portfolios, but rather consider the risk tolerance levels pre-determined gathered at the account opening, as well as on an on-going basis. Examples of methodologies that our investment strategies may incorporate include:

**Asset Allocation** – Asset Allocation is a broad term used to define the process of selecting a mix of asset classes and the efficient allocation of capital to those assets by matching rates of return to a specified and quantifiable tolerance for risk.

**Dollar-Cost Averaging** – Dollar-cost averaging is the technique of buying a fixed dollar amount of securities at regularly scheduled intervals, regardless of the price per share. This will gradually, over time, decrease the average share price of the security. Dollar-cost averaging lessens the risk of investing a large amount in a single investment at the wrong time.

**Technical Analysis** – involves studying past price patterns and trends in the financial markets to predict the direction of both the overall market and specific stocks.

**Long-Term Purchases** – securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

**Short-Term Purchases** – securities purchased with the expectation that they will be sold within a

relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

Our strategies and investments may have unique and significant tax implications. Regardless of your account size or other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Investing in securities involves risk of loss that clients should be prepared to bear. Although we manage your portfolio with strategies and in a manner consistent with your risk tolerances, there can be no guarantee that our efforts will be successful. You should be prepared to bear the risk of loss.

All investments involve the risk of loss, including (among other things) loss of principal, a reduction in earnings (including interest, dividends, and other distributions), and the loss of future earnings. These risks include market risk, interest rate risk, issuer risk, and general economic risk. Regardless of the methods of analysis or strategies suggested for your particular investment goals, you should carefully consider these risks, as they all bear risks.

Aprio WM's primary goal for investing is to help the client maintain purchasing power over the long term. This may result in short term variability and loss of principal. Time horizon and risk tolerance are key determinates of the proper asset allocation. Aprio WM's approach focuses on taking appropriate risks for which clients are compensated (i.e. market risk) and seeking to limit or eliminate risks that do not provide compensation over the long term (i.e. individual stock risk or lack of portfolio risk).

Below are some more specific risks of investing:

**Market Risk.** The prices of securities in which clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by the client or an underlying fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.

**Management Risk.** Aprio WM's investment approach may fail to produce the intended results. If our perception of the performance of a specific asset class or underlying fund is not realized in the expected time frame, the overall performance of client's portfolio may suffer.

**Equity Risk.** Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the client's overall portfolio. Small- and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.

**Fixed Income Risk.** The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.

**Municipal Securities Risk.** The value of municipal obligations can fluctuate over time, and may be affected by adverse political, legislative and tax changes, as well as by financial developments that affect the municipal issuers. Because many municipal obligations are issued to finance similar projects by municipalities (e.g., housing, healthcare, water and sewer projects, etc.), conditions in the sector related to the project can affect the overall municipal market. Payment of municipal obligations may depend on an issuer's general unrestricted revenues, revenue generated by a specific project, the operator of the project, or government appropriation or aid. There is a greater risk if investors can look only to the revenue generated by the project. In addition, municipal bonds generally are traded in the "over-the-counter" market among dealers and other large institutional investors. From time to time, liquidity in the municipal bond market (the ability to buy and sell bonds readily) may be reduced in response to overall economic conditions and credit tightening.

**Investment Companies Risk.** When a client invests in open end mutual funds or ETFs, the client indirectly bears its proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, many of which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value; (ii) the ETF may employ an investment strategy that utilizes high leverage ratios; or (iii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are de-listed from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Aprio WM has no control over the risks taken by the underlying funds.

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

Registered Investment Advisors 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. Aprio WM has no disciplinary actions to disclose.

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

Aprio Wealth Management, LLC is owned by Aprio Capital Partners, LLC.

Aprio Capital Partners, LLC is owned by Aprio Holdings, LLC and Niraj Nicholas Bhandari.

Aprio Holdings, LLC is a Non-Operating Holding Company of Aprio, LLP.

Aprio, LLP is a registered CPA Firm engaged in the practice of public accounting. Aprio LLP often recommends Aprio WM to accounting clients in need of investment advisory services. Conversely, Aprio WM recommends Aprio LLP to advisory clients in need of accounting, tax or other services offered by Aprio LLP. Accounting, tax and other services offered provided by Aprio LLP are separate and distinct from Aprio WM advisory services, and are provided for separate compensation. There is no referral fee arrangement between the firms for these recommendations. No Aprio WM Advisors client is obligated to use Aprio LLP for any accounting services and no accounting client is obligated to use the advisory services provided by Aprio WM. Aprio LLP's accounting services do not include the authority to sign checks or otherwise disburse funds on any of our advisory client's behalf unless under a qualified exemption as in a personal family arrangement.

Certain individuals affiliated with Aprio, LLP are not representatives of Aprio WM and, therefore, will not provide advisory services through Aprio WM. However, in their separate capacities as Certified Public Accountants, these individuals may provide advice about securities that is incidental to their accounting practices. Certain Associated Persons of Aprio WM are partners of Aprio, LLP and share

in the profits and of the business.

Certain Associated Persons of Aprio WM are licensed insurance agents in the area of life, health, variable life and annuities in order to provide for the insurance needs of the clients of Aprio. Commissions received by associated persons are paid to Aprio Risk Management, LLC, an affiliated company of Aprio WM through common control and ownership. Clients are instructed that the fees paid to Aprio WM for advisory services are separate and distinct from the commissions earned by Aprio Risk Management, LLC. Clients to whom the Firm offers advisory services are informed that they are under no obligation to use Aprio Risk Management, LLC or the Firm's Associated Persons for insurance services and may use the insurance brokerage firm and agent of their choice.

Certain Associated Persons of Aprio WM are registered representatives with Purshe Kaplan Sterling Investments ("PKS"), a FINRA registered broker-dealer. PKS is an independent broker-dealer and is not affiliated with Aprio WM. As such, Associated Persons of Aprio WM may buy or sell securities through PKS. Clients may also maintain brokerage accounts with PKS. In no case will any associated person of Aprio WM receive commissions or other compensation from PKS with respect to assets that Aprio WM also provides investment advisory services. Sales of brokerage investment products are performed on a non-discretionary basis and requires client approval in advance.

Aprio Benefit Advisors, is a Third-Party Administrator business affiliated with Aprio WM through common control and ownership. Aprio Benefit Advisors provide Third-Party Administrator services to sponsors of qualified retirement plans by providing back-office support services and account recordkeeping services. Clients of Aprio Benefit Advisors may be referred to Aprio WM for advisory services. Clients of Aprio WM may be referred to Aprio Benefit Advisors. Clients of Aprio WM are under no obligation to use Aprio Benefit Advisors, and Clients of Aprio Benefit Advisors are under no obligation to use Aprio WM. TPA services are separate and distinct from the advisory services of Aprio WM, and are provided under a separate agreement and separate compensation.

Aprio WM employees from time to time accept compensation from outside firms in the form of travel to and attendance at events sponsored or hosted by such firms. Such events are primarily devoted to training and educational activities, and any social activities will be incidental to the training and educational purpose of the event. The acceptance of this compensation by Aprio WM Advisors and its professionals will not be based upon Aprio WM Advisors agreeing to do business with, or making

recommendations to clients regarding investment products or services offered by the other firm.

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

Aprio WM 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 Aprio WM's policies and procedures developed to protect Client's 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;
- The principle that independence in the investment decision-making process is paramount; and

- To promptly report any violations or suspected violations of the Code.

A copy of Aprio WM's Code of Ethics will be provided to any Client or prospective Client upon request.

Associated Persons of Aprio WM and its affiliates may buy, sell or have an interest in the same securities recommended to Clients. It is the express policy of Aprio WM that no employee of Aprio WM may purchase or sell any security prior to a transaction being implemented for an advisory Client in such a manner that would allow the Associated Person to benefit from the transactions placed on behalf of the advisory Client. Officers, directors and employees of Aprio WM may not buy or sell securities for his or her personal account where the decision is substantially derived, in whole or in part, from information obtained by reason of his or her employment. No Associated Person of Aprio WM shall prefer his or her own interest to that of a Client. Aprio WM requires all Associated Persons to submit certain reports regarding personal investment accounts. Employees must submit their personal holdings prior to becoming an access person and then annually thereafter, and are required to report certain securities transactions within 30 days of the end of each calendar quarter. The Chief Compliance Officer or other designated person reviews the reports to determine if any conflicts of interest exist.

### Item 12 - Brokerage Practices

Aprio WM recommends Client trades be executed, cleared and settled through the broker that also serves as custodian for the account. For Aprio WM's individual portfolio management programs, we recommend and request our Clients use Charles Schwab Institutional, a division of Charles Schwab & Co., Inc. ("Charles Schwab"). Charles Schwab is a registered broker-dealer and member of FINRA and SIPC.

Although not considered "soft dollar" compensation, Charles Schwab provides our Firm and Associated Persons with access to institutional trading and operational services. Charles Schwab's services generally are available at no charge so long as Aprio WM maintains a minimum of \$10 million of Client account assets with the firm. Charles Schwab's services include research, brokerage, custody, access to mutual funds and other investments that are otherwise available only to institutional investors. Charles Schwab also makes available other products and services that benefit the administration of our accounts. These include software, client account access technology, trade confirmations and account statements, trade execution and aggregated trade order allocation technology, back-office support, recordkeeping, Client reporting, and business enterprise services which include consulting, publications and practice management presentations, information technology, business succession, regulatory compliance, and marketing information and best practices. Charles Schwab may make available, arrange and/or pay independent third parties for these types of services. Charles Schwab may discount, waive or pay all or part of the third party fees for services provided. There are no contingencies or business volume requirements (assets in custody or trading) associated with the availability of the foregoing products and services.

We are not affiliated with Charles Schwab. Our Associated Persons are not registered representatives of Charles Schwab and do not receive commissions or other compensation from recommending these services.

Aprio WM regularly assesses the services provided by the recommended custodian to determine if the reasonableness of commission is consistent with their ability to provide quality services to Aprio WM and its Clients. Aprio WM believes, in consideration of all services provided by the custodian/broker, including but not limited to commission rates and other fees, the custodian/broker is providing overall execution quality consistent with Aprio WM's duty to seek best execution for its Clients.

Aprio WM does not receive Client referrals from broker/dealers and custodians with which we have an institutional advisory arrangement. Also, we do not receive other benefits from a broker-dealer in

exchange for Client referrals.

Client may request their account be held at a specified broker/dealer other than the Firm recommended by Aprio WM. It is up to the Client to negotiate the commission rate, as Aprio WM will not. The Client may not be able to negotiate the most competitive rate. As a result, the Client may pay more than the rate available through the broker/dealer used by Aprio WM. In Client directed brokerage arrangements, the Client may not be able to participate in aggregated ("block") trades, which may help reduce the cost of execution. Where the Client does not otherwise designate a broker/dealer, Aprio WM recommends a broker/dealer with competitive commission rates.

While individual Client advice is provided to each account, Client trades may be executed as a block trade. Only accounts in the custody of Charles Schwab would have the opportunity to participate in aggregated securities transactions. Trades using Charles Schwab may be aggregated and executed in the name Aprio WM.

The executing broker will be informed that the trades are for the account of Aprio WM's Client and not for Aprio WM itself. No advisory account within the block trade will be favored over any other advisory account, and thus, each account will participate in an aggregated order at the average share price and receive the same commission rate. The aggregation should, on average, reduce slightly the costs of execution, and Aprio WM will not aggregate a Client's order if in a particular instance Aprio WM believes that aggregation would cause the Client's cost of execution to be increased. The executing broker will be notified of the amount of each trade for each account. Aprio WM and/or its IARs may participate in block trades with Clients, and may also participate on a pro rata basis for partial fills, but only after the determination has been made that Clients will receive fair and equitable treatment.

#### Trade Errors

If Aprio WM commits a trade error in a client account, we will correct that error so that the client is not harmed. Trade error policies at Schwab are described below:

If a correcting trade results in an investment gain, the gain will remain in that client account unless the same error involved other client account(s) that should have received the gain; it is not permissible for the client to retain the gain or the client decides to forego the gain, for example, due to tax reasons. If the gain does not remain in any client account, Schwab will donate the amount of any gain of \$100 or more to a charity of Schwab's choice. If a loss occurs greater than \$100, Aprio WM will pay for the loss. Schwab will maintain the loss or gain (if such gain is not retained in the client account) if it is under \$100 to offset its administrative time and expense. Generally, if related trade errors result in both gains and losses in the same client account, they will be netted.

### **Item 13 - Review of Accounts**

The Firm will monitor Client accounts on a continuous basis to ensure the advisory services provided to the Client are consistent with the Client's investment needs and objectives. The relationship manager meets with Clients at least annually either in person or via conference call to review their accounts and determine if there have been any material changes to the Client's circumstances that suggest a change to the Client's asset allocation. Aprio WM offers Clients additional reviews upon request from the Client.

Triggering factors that may stimulate a review also include, but are not limited to, significant market corrections, large deposits or withdrawals from an account, a material change in the Client's financial circumstances and the Client's request for an additional review. All reviews are conducted by an investment representative on the account.

Clients receive confirmations of each transaction and monthly statements from the executing broker. Aprio WM provides a quarterly report to Clients combining all of the Client's investments in each account. Aprio WM also provides an annual report upon request to our Clients with necessary



information for their tax returns which include gain/loss, income and expense reports. Special reports are also available upon request.

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

Aprio WM has arrangements with one or more third parties who act as solicitors for Aprio WM. Aprio WM compensates the third parties according to an ongoing fee-sharing agreement. Clients referred to Aprio WM in accordance with any solicitation arrangement do not pay a higher fee for advisory services as a result of the referral. The details of any such payments to any solicitor are described to clients as required, and acknowledged and accepted by those clients, in a signed Solicitors Disclosure Document.

Aprio WM does not receive compensation for the referral of clients to other professional service providers.

#### **Item 15 – Custody**

Aprio WM is deemed to have custody of Client funds because of the fee deduction authority granted by the Client in the Advisory Agreement. Clients will receive account statements at least quarterly from the broker-dealer or other qualified custodian. Clients are urged to review custodial account statements for accuracy. If you have a question regarding your account statement or if you did not receive a statement from your custodian, please contact us at (770) 353-3156.

Under government regulations, Aprio WM is also deemed to have custody of client assets when clients grant Aprio WM with the authority to move money to another person or entity.

To the extent that Aprio WM is deemed to have custody for any other purpose, Aprio WM will engage the services of a third-party independent public accountant to perform an audit of the accounts for which Aprio WM has custody. Audits are performed once each calendar year.

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

Clients grant Aprio WM discretion over the selection and amount of securities to be bought or sold for their Individual Wealth, Trustee Directed and Pooled Account(s) without obtaining their prior consent or approval by signing the Aprio WM Investment Management Agreement. However, the firm's investment authority may be subject to specified investment objectives, guidelines, and/or conditions imposed by the Client. For example, a Client may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry. Clients may amend these limitations as required. Such amendments must be submitted in writing.

Please refer to the "Advisory Business" section, Item 4, above in this Disclosure Brochure for more information on our discretionary management services.

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

Aprio WM does not take action or render any advice with respect to the voting of proxies for the securities in Client accounts. Aprio WM will have no obligation to render advice or take any action with respect to any securities subject to any legal proceedings, such as class action lawsuits or bankruptcy. Clients will receive all proxies and other solicitations directly from the custodian.

### Item 18 - Financial Information

Registered Investment Advisors are required to provide certain financial information or disclosures about Aprio WM's financial condition. Aprio WM has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to its Clients, and, has not been the subject of a bankruptcy proceeding. In addition, Aprio WM does not require or solicit the prepayment of \$1,200 or more, 6 or more months in advance.

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

This section is intentionally left blank since our firm is SEC registered.

### Other

From time to time, securities held in the accounts of Clients will be the subject of class action lawsuits. Aprio WM has no obligation to determine if securities held by the Client are subject to a pending or resolved class action lawsuit. It also has no duty to evaluate a Client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, the Firm has no obligation or responsibility to initiate litigation to recover damages on behalf of Clients who may have been injured as a result of actions, misconduct, or negligence by corporate management of issuers whose securities are held by Clients.

Where the Firm receives written or electronic notice of a class action lawsuit, settlement, or verdict affecting securities owned by a Client, it will forward all notices, proof of claim forms, and other materials, to the Client. Electronic mail is acceptable where appropriate, and the Client has authorized contact in this manner in the Investment Advisory Agreement.