

**Platform Technology Partners , LLC**  
Form ADV Part 2A (the “**Brochure**”)

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Platform Technology Partners, LLC  
40 Wall Street, 17th Floor  
New York, NY 10005  
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IA Firm CRD Number – [305602]

This Brochure provides information about the qualifications and business practices of Platform Technology Partners, LLC (“Platform Technology Partners”, “PTP” or the “Firm”). If you have any questions about the contents of this Brochure, please contact us at 513-562-1675 or [mswendiman@keybridgecompliance.com](mailto:mswendiman@keybridgecompliance.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Platform Technology Partners is a registered investment adviser. Registration of an investment adviser with the Securities and Exchange Commission or with any state securities authority does not imply any level of skill or training. Our oral and written communications are intended to provide you with information which you may use to determine to hire or retain us to provide investment advice.

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

## 2 Summary of Material Changes

This Item discusses specific material changes that are made to the Brochure and provides clients with a summary of such changes.

Since the Firm's initial filing with the SEC in August, 2019, the Firm has made the following material changes:

*Item 4: Ownership of the Adviser was updated and disclosed.*

*Item 5: The Advisor removed certain conflicts that no longer are relevant.*

*Item 5: The Advisor updated its billing procedures to reflect the use of Average Daily Balance for client billing.*

*Item 10: The Advisor updated its industry affiliations including, Spire Investments and its common ownership with United Advisors and United Atlantic Capital.*

*Item 12: The Advisor revised its brokerage practices and updated best execution and custodial relationships.*

We will ensure that you receive a summary of any material changes to this and subsequent Brochures within 120 days of the close of our business' fiscal year. We may make interim updates to this Brochure throughout the year and will provide other ongoing disclosure information about material changes as necessary. Information about PTP is also available at the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The SEC's web site also provides information about any persons affiliated with Platform Technology Partners who are registered, or are required to be registered, as Investment Advisor Representatives of Platform Technology Partners. To request a copy of the most recent Brochure free of charge or for any questions about the contents of this Brochure, please contact Matthew A. Swendiman, CFA, Chief Compliance Officer, at 513-562-1675 or [admin@uawealth.com](mailto:admin@uawealth.com).

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## 4 Advisory Business

Platform Technology Partners, LLC (“we” or “us” or “our” or “Platform Technology Partners” or “PTP”) was founded on August 2019 and has been registered with the SEC since October 2019. Platform Technology Partners is wholly owned by United Atlantic Capital, LLC.

Platform Technology Partners provides investment supervisory and investment advisory services, and also provides financial planning and consultation services for Clients which includes individuals, pension and profit-sharing plans, trusts, estates, charitable organization, corporations and business entities. Platform Technology Partners requests a minimum size of \$100,000 per relationship (which may include the aggregate of multiple accounts for any one relationship) and a minimum advisory fee of \$2,000 per year which shall be pro-rated pursuant to the Firm’s billing practices as described in Item 5 of this Brochure. The Firm’s minimum account size and minimum annual fee may be waived at the Firm’s sole discretion.

Platform Technology Partners will manage portfolios of publicly traded securities, which consist primarily of common stocks, other securities, such as preferred stocks, bonds, debentures, warrants, commercial paper, certificates of deposit, municipal securities, investment company securities, which include variable life insurance, variable annuities, mutual fund shares, U.S. government securities, and options contracts on securities.

As described in Item 5 of this Brochure, Platform Technology Partners, depending upon the engagement, offers its services on a fee basis which may include hourly and/or fixed fees as well as fees based upon assets under management. Prior to engaging Platform Technology Partners to provide any of the foregoing investment advisory services, the Client will be required to enter into one or more written agreements with Platform Technology Partners setting forth the terms and conditions under which Platform Technology Partners shall render its services (collectively the “Agreement”).

Platform Technology Partners may render discretionary and non-discretionary investment advisory services to Clients relative to brokerage/qualified accounts, variable life/annuity products that they may own, and/or their individual employer-sponsored retirement plans. Individual Client accounts are managed pursuant to the Client’s Agreement with Platform Technology Partners.

Platform Technology Partners offers many services through its network of investment advisory representatives (“Advisory Representatives” or “IARs”). IARs may conduct advisory services under a trade name (i.e. “Doing Business As” or “DBA”) or other corporate structure that is held out to the public for marketing purposes. Platform Technology Partners does not

have any ownership interest in the IAR's trade name or other corporate structure. IARs of the Firm set the advisory fees charged to Client which cannot exceed the advisory fee(s) listed in Item 5 of this Brochure. While not the primary focus of their business, Advisory Representatives of PTP may also be Registered Representatives of an unaffiliated broker/dealer firm and Member FINRA and SIPC, and may be licensed insurance representatives. Additional Information regarding the nature of the relationship between Advisory Representatives is described in Items 5 and 10.

This Brochure provides disclosure of Platform Technology Partners' services, fees, and material information. Please read it carefully and if questions should arise, please contact Matthew A. Swendiman, CFA of Platform Technology Partners at 513-562-1675. Platform Technology Partners offers advice on each type of investment described in this Brochure. However, Platform Technology Partners intends to primarily allocate its Clients' investment management assets, on a discretionary and/or a non-discretionary basis ("Investment Advisory Services" or "Advisory Services"), among Independent Managers (as defined below), mutual funds, exchange traded funds, individual debt and equity securities and/or options as well as the securities components of variable annuities and variable life insurance contracts in accordance with the investment objectives of the Client.

Platform Technology Partners may only implement its investment management recommendations after the Client has arranged for and furnished Platform Technology Partners with all information and authorization regarding accounts with appropriate financial institutions. As discussed in Item 15 of this Brochure, Platform Technology Partners generally recommends that Clients utilize the Adviser's preferred custodial firms.

Additions may be in cash or securities provided that Platform Technology Partners reserves the right to liquidate any transferred securities, or decline to accept particular securities into a Client's account. Platform Technology Partners may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level, (i.e., contingent deferred sales charge) and/or tax ramifications.

Clients engaging advisory services must play an active role. Platform Technology Partners requires the Client to participate in the formation of the investment plan, investment advice and recommendations. Clients may call the office to discuss their portfolio(s) or ask questions, but Platform Technology Partners recommends that Clients initiate a meeting with Platform Technology Partners no less than annually. **However, Clients are obligated to immediately inform Platform Technology Partners of any changes in their financial situation or to impose any reasonable restrictions upon Platform Technology Partners' Investment Advisory Services.**

Neither Platform Technology Partners nor the Client may assign the Agreement without the consent of the other party. Transactions that do not result in a change of actual control or

management of Platform Technology Partners shall not be considered an assignment. A copy of Platform Technology Partners' privacy policy notice and a written disclosure statement that meets the requirements of Rule 204-3 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), shall be provided to each Client prior to or contemporaneously with the execution of the Agreement.

In all cases, Clients have a direct and beneficial interest in their securities (individual ownership), rather than an undivided interest in a pool of securities. Client funds and securities are held at the Client's selected custodial services provider(s). As discussed in Item 15 of this Brochure, Platform Technology Partners does not and will not have custody of Clients' funds or securities. Platform Technology Partners will only have access to custodial accounts in order to deduct investment advisory fees and only with the appropriate Client authorization.

Platform Technology Partners manages has a total of \$471,705,990 in assets under management as of December 31, 2019.

#### Financial Planning and Consultation Services

Platform Technology Partners is available to provide Financial Planning or Consultation Services (which may include non-investment related matters). Financial Planning Services may be ongoing in nature as outlined in the Client Agreement. Consultation Services are provided on an hourly or project basis and terminate upon delivery.

When Financial Planning or Consultation Services only focus on certain areas of Client interests, needs or is otherwise limited, Clients must understand that a Client's overall financial and investment needs and objectives may not be considered as a result of time and/or service restraints placed on Platform Technology Partners' services. Clients requiring assistance on issues relating to matters outside of investment advisory topics should consult their personal tax advisor, legal counsel, or other professionals for expert opinions. When providing plan-related services, the advice and recommendations are limited to plan offerings. The advice provided by Platform Technology Partners may include recommendations for updates and reviews.

Platform Technology Partners may suggest the Client work closely with the Client's attorney, accountant, insurance agent, and the Client's custodian. Implementation of any advice or recommendations pertaining to non-securities matters (such as insurance), in whole or in part, is entirely at the Client's discretion via the service provider(s) of the Client's choice.

Financial Planning Services are ongoing in accordance with the terms outlined in the Agreement. After the first year, the annual Financial Planning fee may be modified (lower or higher) based upon the nature and complexity of services, the scope of the engagement, or other circumstances. Consultation Services terminate upon the delivery of services unless

ongoing services are engaged pursuant to the Client Agreement. Prior to conclusion, services may be immediately terminated upon written notice from either party and the Client will only be invoiced for time incurred by Platform Technology Partners up until the effective date of termination or prepaid but unearned fees will be refunded

## 5 Fees and Compensation

### Asset Based Fees for Advisory Clients

For its advisory Clients, Platform Technology Partners shall generally charge an annual fee based upon a percentage of the average daily value of the assets being managed by Platform Technology Partners. Platform Technology Partners' annual fee is exclusive of, and in addition to, brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the Client. Platform Technology Partners' annual fee shall be prorated and charged either monthly or quarterly, in arrears, based upon the average daily value of the assets over the previous month or quarter as determined by the Client's custodial firm. As discussed in Item 4 of this Brochure, Platform Technology Partners requests a minimum portfolio size of \$100,000 per relationship (which may include the aggregate of multiple accounts for any one relationship) and a minimum advisory fee of \$2,000. Platform Technology Partners, in its sole discretion, may negotiate to charge a lesser management fee or to accept a lower minimum portfolio size based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, amount of assets to be managed, related accounts, account composition, pre-existing Client, account retention, pro bono activities, etc.).

### Total Management Fees

You and your IAR will agree on your total annual management fee for each account prior to establishing the account. The total annual management fee is the sum of the program fee, advisory fee and administration fee(s). The advisory fee may be amended by a client and an IAR through the submission of a new investment advisory agreement with a different fee schedule. There are maximum allowable annual advisory fees for each program and we will not allow you to be charged more than this amount. The maximum allowable advisory fee will differ between programs and the structure of your account(s). This maximum total fee is noted on the investment advisory agreement and may not exceed 3.00% and may be subject to minimum account fees as discussed above.

### Fee Schedules

Clients may make additions to and withdrawals from their account(s) at any time, subject to Platform Technology Partners' right to terminate an account. Clients may withdraw account assets on notice to Platform Technology Partners, subject to the usual and customary securities settlement procedures. Platform Technology Partners designs its portfolios as long-

term investments and assets withdrawals may impair the achievement of a Client's investment objectives.

For the initial month of Investment Advisory Services, the first month's fees shall be calculated on a pro rata basis. As discussed in Item 4 of this Brochure, the Agreement between Platform Technology Partners and the Client will continue in effect until terminated by either party pursuant to the terms of the Agreement. Platform Technology Partners' monthly fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the Client, as appropriate, in a timely manner.

Advisory fees for Investment Advisory Services are generally paid through a debit directly to the Client's account by the qualified custodian holding the Client's funds and securities. The following criteria is met in accordance with the Advisers Act, when payment is made via a qualified custodian: (1) The Client provides written authorization permitting the fees to be paid directly from the Client's account held by the independent qualified custodian and the authorization is limited to withdrawing contractually agreed upon Investment Adviser fees; (2) The frequency of fee withdrawal shall be specified in the written authorization/agreement; (3) The qualified custodian of the account(s) shall be advised in writing of the limitation on the Adviser's access to the account; (4) The custodian agrees to send to the Client, a statement, at least quarterly, indicating all amounts disbursed from the account including the amount of advisory fees paid directly to the Adviser; (5) The Client shall be able to terminate the written billing authorization or agreement at any time. In addition to the general debits to the Client's account by the qualified custodian as described above, fees may be paid to us by check, as outlined in the specific investment advisory agreement. In such instances, we will send an invoice to the Client for the fees owed. In addition, depending on the program, fees may be paid to us by Clients via credit card.

Clients may incur certain charges imposed by the Financial Institution(s) and other third parties including, but not limited to, fees charged by Independent Managers (as defined below), custodial fees, charges imposed directly by a mutual fund or exchange traded fund in the account, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, for assets outside of any wrap fee programs, Clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to Platform Technology Partners' fee.

#### Financial Planning Services and Consultation Services

Fees for Financial Planning or Consultation Services are determined at the time of engagement based upon the time and effort required and/or the nature and complexity of services. Consultation Service fees range between \$100 to \$300 per hour, depending upon the nature and complexity of services. Financial Planning fees generally range between

\$2,000 to \$25,000 annually or more depending upon the complexity, level and scope of services to be provided.

Platform Technology Partners may require a retainer equal to ½ of the proposed project fee in order to schedule Financial Planning or Consultation services. Thereafter, the project balance is invoiced six months after the engagement begins but fees are invoiced monthly. Should the Client's financial condition change during the course of services such that new advice, recommendations or research are required, or Platform Technology Partners must revise its advice, recommendations or other services, additional fees will apply. Platform Technology Partners will not engage in additional services that result in fees without the Client's approval. Platform Technology Partners may recommend the services of itself and/or other professionals to implement recommendations.

#### Potential Conflicts

Our employees, Investment Adviser Representatives (IARs) and other related persons of PTP may have accounts in our Programs that they recommend to advisory clients. In addition, our IARs may also own securities through outside brokerage accounts and may buy or sell securities that clients also own in their accounts. Such investment decisions made for our employees, IARs and related persons are subject to our Code of Ethics. At all times, our employees, IARs and related persons are bound by our Code of Ethics to act in clients' best interests. Please see further discussion of our Code of Ethics on beginning on page 15 of this Brochure.

The Firm's Investment Adviser Representatives (IARs) may cover some or all of the ticket charges or investment program fees associated with a client's account(s). Such fee accommodations may create potential conflicts of interest and could result in less frequent trading in client accounts. This potential conflict of interest is monitored by the Firm's Compliance Department in its review of trading activity on client accounts.

At the onset of an IAR's affiliation with Platform Technology Partners, each IAR enters into an Independent Business Affiliate Agreement with United Advisors whereby the Firm provides client servicing, technology and compliance services for a fee. While our IARs are supervised persons of the Firm, the receipt of compensation for services rendered to our IARs may create a potential conflict of interest for the Firm to service the IARs and clients of IARs which provide greater compensation to the Firm.

The majority of Platform Technology Partners' Advisory Representatives are independent contractors and not employees of Platform Technology Partners or Spire Securities, LLC. Advisory Representatives may own, operate, be employed by or otherwise maintain affiliations with other business entities such as insurance agencies, law firms, real estate or mortgage companies, financial planning firms and/or accounting firms. Many of these Advisory Representatives market their services under a different DBA and/or as an outside business activity. This may cause an IAR to focus more of their time on their non-Advisory businesses. The Firm's CCO and/or their designee monitors all outside business activities of

the Firm's IAR's to ensure all conflicts have been identified and obligations of the Advisor are being fulfilled.

Conflicts may arise in the allocation of investment opportunities among accounts that we manage. We strive to allocate investment opportunities believed to be appropriate for your account(s) and other accounts advised by our firm among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to our attention will be allocated in any particular manner.

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

The Firm does not charge any performance-based fees (fees based on a share of capital gains or on capital appreciation of the assets of a client). The Firm does not participate in side-by-side management. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees.

## **7 Types of Clients**

Platform Technology Partners provides investment supervisory and advisory services, and also provides financial planning or consultation services for Clients which includes individuals, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations and non-affiliated investment advisers and their IARs.

If an account is subject to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), Platform Technology Partners acknowledges that Registrant is a fiduciary within the meaning of the Act and the ERISA Client is a named fiduciary with respect to the control or management of the assets in the Account. In each instance, the Client will agree to obtain and maintain a bond satisfying the requirements of Section 412 of ERISA and to include Platform Technology Partners and Platform Technology Partners' principals, agents, and employees under those insured under that bond and will deliver to Platform Technology Partners a copy of the governing plan documents. If the Account assets for which Platform Technology Partners provides services represent only a portion of the assets of an employee benefit plan, Client will remain responsible for determining an appropriate overall diversification policy for the assets of such plan.

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

**Investing in securities involves risk of loss that Clients should be prepared to bear.**

Concentrated investment strategies may result in greater volatility and greater risk of loss than other more diversified strategies. All of our strategies will expose Clients to various risks, including, but not limited to, concentration risk, market risk, interest rate risk, stock selection risk and illiquidity risk.

### Methods of Analysis

Platform Technology Partners attempts to measure a Client's risk tolerance, time horizon, goals and objectives through an interview and data-gathering process in an effort to determine an investment plan or portfolio to best fit the investor's profile. Investment strategies may be based upon a number of concepts and determined by the type of investor. Client participation and the Client's delivery of accurate and complete information are critical to Platform Technology Partners' process. Platform Technology Partners is entitled to rely on the financial and other information provided by Client without duty or obligation to investigate the accuracy or completeness of the information.

Platform Technology Partners may recommend that Clients authorize the active discretionary management of a portion of their assets by and/or among certain Independent Manager(s), based upon the stated investment objectives of the Client. When selecting an Independent Manager for a Client, Platform Technology Partners shall review information about the Independent Manager such as its disclosure statement and/or material supplied by the Independent Manager or independent third parties for a description of the Independent Manager investment strategies, past performance and risk results to the extent available. Platform Technology Partners shall continue to render services to the Client relative to the discretionary selection of Independent Manager as well as the monitoring and review of account performance and Client investment objectives.

Numerous publicly available sources of economic, financial and investment research are used by Platform Technology Partners. Asset allocation software and historical performance modeling software may also be utilized.

While Platform Technology Partners makes every effort to consider tax consequences, the sale of investments may cause taxable gain(s) or loss (es) to the Client. Clients are welcome to consult their independent personal tax Registrant about tax consequences resulting from transactions or any particular investment held in their account.

### Other Risks

We have no control over and cannot predict the day to day fluctuations of the stock and bond markets. While we believe that volatility can sometimes lead to favorable investing conditions, every Client is at the risk of loss from adverse movements in

general security prices, which have been substantial in recent years and which could continue for a prolonged period. Moreover, a Client's overall investment gain or loss may be significantly influenced by the market prices and conditions at the time of the opening or closing of an account.

Most securities represent claims against the cash flows or earnings power of a business. To the extent that interest rates increase significantly or that inflation begins to become widespread, the value of both stocks and bonds could decline and remain depressed for an extended period of time. Many businesses may be permanently impaired if inflation becomes significant and stock and bond prices will generally decline if interest rates move up and could suffer large declines if interest rates move up rapidly.

To the extent we buy securities for our Clients that are thinly traded or illiquid, it may be difficult or impossible to sell a position during times of market stress, leading to significant potential capital loss.

To the extent we own illiquid securities based on a business whose fundamentals become impaired, we may not be able to sell all or a portion of our investment and may incur significant losses as a result.

## **9 Disciplinary Information**

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of Platform Technology Partners or the integrity of Platform Technology Partners' management.

Platform Technology Partners has no information applicable to this Item.

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

Some Advisory Representatives of PTP are Registered Representatives of Spire Securities, LLC ("Spire") an SEC Registered broker-dealer and a member of FINRA. In this capacity the Advisors may provide securities brokerage services and implement securities transactions on a commission basis. Clients should be aware that the receipt of additional compensation itself creates an inherent conflict of interest, and may affect the judgement of these individuals when making recommendations. The Adviser and Spire are separate, nonaffiliated entities. Nevertheless, to the extent that a PTP representative recommends the purchase of securities or other investment products where the representative receives commissions for doing so, a conflict of interest exists because the representative may be incentivized to make recommendations based on the compensation received rather than on a client's needs. Both

Spire and PTP monitor client accounts to mitigate this conflict of interest and ensure that the Advisory representatives are fulfilling their obligations.

Advisory Representatives of Platform Technology Partners may be licensed agents with several unaffiliated insurance companies and recommend the purchase of insurance products for compensation which may create a conflict of interest between an Advisory Representative's decision to recommend Advisory Services or securities or insurance products to Clients. **Clients are under no obligation to purchase products recommended by Advisory Representatives or to purchase products either through Platform Technology Partners.**

PTP shares common ownership with another SEC registered Investment Advisory Firm, United Advisors, LLC.

PTP is owned by United Atlantic Capital, LLC. United Atlantic Capital, LLC has an ownership interest in LVH, LLC (also known as 55 Capital Partners), a Third-Party Money Manager recommended by Advisors of Platform Technology Partners. United Atlantic Capital estimates that ownership interest totals less than approximately 5% ownership. United Atlantic Capital receives a "Distribution Fee", equal to a percentage of the Management Fee. The Distribution Fee may fluctuate based on the products utilized by the Advisor for the client account. This ownership and the additional Distribution Fee may present an incentive for Platform Technology Partners to recommend the services of LVH, LLC (also known as 55 Capital Partners). Therefore, Clients are advised that this ownership and Distribution Fee creates a conflict of interest when Advisors recommend the third-party investment advisor services of LVH, LLC (also known as 55 Capital Partners). There may be other third-party managed programs that may be suitable to the client that may be more or less costly than LVH, LLC (also known as 55 Capital Partners).

## **11 Code of Ethics, Participation in Client Transactions and Personal Trading**

### Code of Ethics

We believe that the interests of Clients and our Independent Managers and Advisory Representatives are best served when they are similarly aligned. Platform Technology Partners and its Independent Managers and Advisory Representatives acknowledge Platform Technology Partners' fiduciary responsibility to place the investment needs of Clients ahead of Platform Technology Partners and its staff. The interests of Clients are held in the highest regard. Platform Technology Partners or individuals associated with Platform Technology Partners may have similar investment goals and objectives and as a result may buy or sell securities for their personal accounts that may be identical to or different from those recommended to Clients. Thus, at times the interests of Platform Technology Partners' or staff members' accounts may coincide with the interests of Clients' accounts. However, at no time will Platform Technology Partners or any related person receive an added benefit or advantage over Clients with respect to these transactions. Platform Technology Partners and

its associated persons will not place itself in a position to have added benefit as a result of advice given to Clients. The staff of Platform Technology Partners shall not buy or sell securities for their personal portfolio(s) where their decision is substantially derived, in whole or in part, by reason of his or her employment, unless the information is also available to the investing public on reasonable inquiry. Matthew A. Swendiman, CFA, the Chief Compliance Officer of Platform Technology Partners, is responsible for the monitoring of personal trading conducted by staff.

Platform Technology Partners has adopted a Code of Ethics (the “Code”) designed to address and prevent potential conflicts of interest as required under Rule 204A-1 of the Advisers Act. Our Code for all Supervised Persons describes our high standard of business conduct and our fiduciary duty to Clients. The Code includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, restrictions on the acceptance of significant gifts, the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other topics. All of our Supervised Persons must acknowledge the terms of the Code annually, or when it is amended. A copy of our Code will be provided upon request.

Our employees and persons associated with us are required to follow the Code. Subject to the Code and applicable laws, our members, officers, directors and employees may trade for their own accounts. The Code is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of advisory Clients and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code, certain classes of securities have been designated as exempt transactions, based upon a determination that these would materially not interfere with the best interest of our Clients. In addition, the Code requires pre-clearance of many transactions. Nonetheless, because the Code in some circumstances would permit employees to invest in the same securities as Clients, there is a possibility that employees might benefit from market activity by a Client in a security held by an employee. Employee trading is continually monitored under the Code, and our procedures are designed to reasonably prevent conflicts of interest between our principals, our employees, and our Clients.

Pursuant to the Code, we have adopted trading policies and procedures to promote fairness and uniformity in our dealings with Clients. However, due to different Client objectives, strategies, restrictions, and cash holdings, not all Clients will participate in a particular trade and the fact that a security has been purchased for or held by one Client does not mean it will be purchased by or held by another Client. Similarly, a security sold for one Client does not automatically mean that the same security will be sold by another Client in similar amount or at all based on the above potential differences and restrictions. Due to market conditions and other factors, it is possible that we may purchase or sell a security on behalf of some Clients that we have sold

or purchased on behalf of others. We expect to apply a pre-approved allocation methodology depending on the nature of the order, the size of the trade, the nature of the order, the number of accounts participating and the aggregate dollar value of the trade. We use the following types of allocation methodologies: pro-rata allocation.

Platform Technology Partners requires Access Personnel to “pre-clear” participation in private placements and limited offerings. We will retain records of trade orders (specifying each participating account) and their allocations, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated using one of the pre-approved methods. Any exceptions will be explained on the order.

Pursuant to the Code, we have adopted procedures to ensure that all Clients are treated equitably and that none are materially disadvantaged by the investing activities of our staff.

It is Platform Technology Partners’ policy that neither Platform Technology Partners, any person in a control relationship with Platform Technology Partners nor any Supervised Person of Platform Technology Partners shall effect transactions as a principal with any Client of Platform Technology Partners unless such transactions are in compliance with the provisions of Rule 206(3)-2 of the Advisers Act. It is Platform Technology Partners’ policy that Platform Technology Partners will not effect any agency cross securities transactions for Client accounts without obtaining the specific consent of the Client if the conditions of Rule 206(3)-2 have been met.

Principal transactions are generally transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any advisory Client. An agency cross transaction is generally a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory Client and for another person on the other side of the transaction.

Platform Technology Partners’ Clients or prospective Clients may request a copy of Platform Technology Partners’ Code of Ethics by contacting Matthew A. Swendiman, CFA at 513-562-1675.

Our Code of Ethics will be provided to clients or prospective clients upon request.

## **12 Brokerage Practices**

### Investment or Brokerage Discretion

Platform Technology Partners has discretionary authority to execute transactions on behalf of its Clients. Therefore, Platform Technology Partners generally determines the securities and quantities to be bought and sold for each Client's account, as well as the broker(s) to be used for such transactions.

As an investment adviser, the Adviser has an obligation to seek "best execution" of client trade orders. "Best execution" means that the Adviser must place client trade orders with those broker-dealers that the Adviser believes are capable of providing the best qualitative execution of client trade orders under the circumstances, taking into account the full range and quality of the services offered by the broker-dealer. When selecting a broker or dealer, the Adviser may consider the following factors: (i) client preferences, (ii) execution capability and past execution performance, (iii) access to markets, (iv) commission rates, (v) financial standing of executing firm and counterparty risk, (vi) timeliness in rendering services, (vii) availability, cost and quality of custodial services, and (viii) continuity and quality of the overall provision of services.

Platform Technology Partners will recommend that clients establish brokerage accounts with the Custodian division of Pershing Advisor Solutions LLC ("Pershing") a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Pershing is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. Client is under no obligation to select Pershing to maintain custody. Platform Technology Partners is independently owned and operated and not affiliated with Pershing. Pershing provides Platform Technology Partners with certain financial benefits, which are typically not available to Pershing retail investors. This financial benefit is made available to Platform Technology Partners, at no additional charge so long as a certain portion of clients' assets are maintained in accounts at the Custodian. Pershing's financial benefit can be used for payment for certain eligible transition, marketing, and technology expenses. The receipt of this financial benefit presents a conflict of interest. This conflict is mitigated through Platform Technology Partners' regular review of brokerage practices and best execution.

While, as a fiduciary, Platform Technology Partners endeavors to act in its clients' best interests, Platform Technology Partners' recommendation that clients maintain their assets in accounts at Pershing may be based in part on the benefit to Platform Technology Partners of the availability of some of the foregoing financial benefits and not solely on the nature, cost or quality of custody and brokerage services provided by Pershing, which may create a conflict of interest. This conflict of interest is mitigated by Platform Technology Partners' regular review of brokerage practices and best execution.

For Platform Technology Partners' client accounts maintained in its custody, Pershing generally does not charge separately for custody services but is compensated by account holders through commissions or other transaction-related or asset-based fees for securities

trades that are executed through Pershing or that settle into Pershing accounts. Pershing's services include research, brokerage, custody, access to mutual funds and other investments that are otherwise available only to institutional investors or would require a significantly higher minimum initial investment.

Platform Technology Partners conducts periodic reviews of Platform Technology Partners' brokerage and best execution practices.

Platform Technology Partners has no written or verbal arrangements whereby it receives "soft dollar services" in return for directing Client commissions.

Platform Technology Partners may receive certain added benefits for utilizing the recommended custodian firms such as the ability to deduct Advisory fees from Clients' custodial accounts, access to a trading desk that services Platform Technology Partners, discounts on periodicals or materials, complimentary business and compliance newsletters, and various other non-cash services. While Platform Technology Partners' preferred service providers do not directly provide any research, they may offer discounts on general products. Any general research received is used for the benefit of all Clients. The value of products, research and services given if any, is negligible and not a material factor. Advisory Representatives may also receive admission to industry conferences (but not airfare or lodging) in conjunction with industry relationships.

#### Aggregation and Allocation

Transactions for each Client generally will be effected independently, unless Platform Technology Partners decides to purchase or sell the same securities for several Clients at approximately the same time. Platform Technology Partners may, but is not obligated to, combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates, or to allocate equitably among Platform Technology Partners' Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will generally be averaged as to price and allocated among Platform Technology Partners' Clients pro rata to the purchase and sale orders placed for each Client on any given day. To the extent that Platform Technology Partners determines to aggregate Client orders for the purchase or sale of securities, including securities in which Platform Technology Partners' Advisory Representatives may invest, Platform Technology Partners shall generally do so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the U.S Securities and Exchange Commission. Platform Technology Partners shall not receive any additional compensation or remuneration as a result of the aggregation. In the event that Platform Technology Partners determines that a prorated allocation is not appropriate under the particular circumstances, the allocation will be made based

upon other relevant factors, which may include: (i) when only a small percentage of the order is executed, shares may be allocated to the account with the smallest order or the smallest position or to an account that is out of line with respect to security or sector weightings relative to other portfolios, with similar mandates; (ii) allocations may be given to one account when one account has limitations in its investment guidelines which prohibit it from purchasing other securities which are expected to produce similar investment results and can be purchased by other accounts; (iii) if an account reaches an investment guideline limit and cannot participate in an allocation, shares may be reallocated to other accounts (this may be due to unforeseen changes in an account's assets after an order is placed); (iv) with respect to sale allocations, allocations may be given to accounts low in cash; (v) in cases when a pro rata allocation of a potential execution would result in a de minimis allocation in one or more accounts, Platform Technology Partners may exclude the account(s) from the allocation; the transactions may be executed on a pro rata basis among the remaining accounts; or (vi) in cases where a small proportion of an order is executed in all accounts, shares may be allocated to one or more accounts on a random basis.

Other than as described above, Platform Technology Partners does not expect to receive any benefits as a result of directing brokerage to any particular broker.

#### Trade Errors

From time-to-time, trade errors may occur. When trade errors occur, Platform Technology Partners' policy is to correct the error promptly. In the event that Platform Technology Partners caused the error, Platform Technology Partners will make the Client whole for the loss. If a third-party caused the error, Platform Technology Partners will take steps to collect from the third-party the amount of the error; however, there is no guarantee that Platform Technology Partners will be successful recuperating such funds in which case the Client will bear the loss. If the Client caused the error, the Client will bear the error.

In the event that a trade error results in a gain for a Client, the Client's ability to retain the gain will be dependent upon the trade error correction policies of the Client's custodian which may vary between custodians and are subject to change at any time. ***For information concerning the trade correction policies of custodians, Clients should contact their custodian.***

#### Other Brokerage Practices

Platform Technology Partners' recommended service providers feature a broad line of products and services that may be suitable to many types of investors with varying investable assets. Platform Technology Partners recognizes its duty to obtain best price and execution for its Clients under the circumstances available. The decision to recommend the preferred service providers is based upon the customer service provided to investors and the services available to Platform Technology Partners and

providing such recommendation is consistent with Platform Technology Partners' fiduciary duty to the Client.

Platform Technology Partners also considers its experience with the service providers, the providers' reputation, and the quality of execution services and costs. Platform Technology Partners' Clients are also welcome to evaluate these service providers before opening an account. While it is possible that Clients may pay higher commissions or transaction fees through preferred service providers. Platform Technology Partners has determined that such service providers currently offer the best overall value to Platform Technology Partners and Clients for the brokerage and technology provided. In an effort to minimize transaction fees on its Client's behalf, Platform Technology Partners has negotiated fixed fees with the institutional custodians and affiliated brokerage firms that the Firm works with to execute trades. The Firm periodically reviews other alternatives that are available to Platform Technology Partners.

### 13 Review of Accounts

Investment Management and Supervisory Services involve continuous and ongoing services to include frequent monitoring and internal review of portfolio assets on a quarterly, monthly, perhaps even daily basis by a Client's investment adviser professional (the "Adviser"). The frequency of and processes for the internal portfolio reviews are dependent upon the nature and complexity of the portfolio and at the discretion of the Adviser. Reviews may also occur at the time of significant deposits or withdrawals. Reviews generally entail analyzing securities, sensitivity to various markets, investment results and other factors. The Adviser may also review a portfolio if the Client's asset allocation deviates over the target acceptable limits, at which time rebalancing is considered.

Individual portfolio reviews with Clients are conducted as requested by the Client, at their Adviser's discretion, or according to the interval agreed upon in the Client's engagement letter. The timing of portfolio reviews conducted with Clients are guided by the Client's stated objectives or at the Adviser's discretion, however, the Adviser prefers Clients initiate meetings at least annually. In all cases, Clients are obligated to contact the Adviser when a real or potential change in the Clients' financial condition occurs so the Adviser can review the portfolio along with the Clients' new information so Adviser and the Client can ensure the investment strategies continue to be appropriate. Reviews are conducted by the Client's Adviser.

Clients receive confirmation statements for transactions and monthly statements, directly from their custodian. The custodian's quarterly reports detail account value, net monthly change, portfolio holdings, and account activity. If agreed to at a Client's engagement of Platform Technology Partners, the Adviser may prepare additional reports and these reports may include information on the inventory of account holdings and account performances. The Adviser may also provide Consultation or

Financial Planning Clients with various reports, post meeting communications, or written plans as may be agreed to at engagement.

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

Platform Technology Partners may enter into agreements with Solicitors (“Referring Parties”) who may refer prospective Clients to Platform Technology Partners. If a referred Client enters into an advisory agreement with Platform Technology Partners, cash compensation is paid to the referring party. The compensation is based upon the advisory fees that are generated. The referral arrangements between any referring party and Platform Technology Partners will not result in any charges to referred Clients that are above the normal level of advisory fees charged. At the time of a referral, prospective Clients will receive a copy of Platform Technology Partners’ Brochure and the solicitor’s compensation disclosure document.

The referral agreements between Platform Technology Partners and referring parties comply with Rule 206(4)-3 under the Adviser Act.

## **15 Custody**

Platform Technology Partners does not intend to have custody of Client assets. Most Client assets will be held in brokerage accounts with Pershing Advisor Solutions, LLC under which our Clients will grant us discretion to place trades. Any reports that are sent to Clients may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Clients should receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains Client’s investment assets. Platform Technology Partners urges you to carefully review such statements and compare such official custodial records to the account statements that we may provide to you. Our statements may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Since the Client’s custodian does not verify advisory fees deducted from the account, Clients are encouraged to review their statements and to promptly contact the adviser directly with any questions or concerns.

## **16 Investment Discretion**

After consultation with a potential Client regarding their objectives and understanding of Platform Technology Partners’ investment philosophy and strategy, Platform Technology Partners will enter into an Investment Advisory Agreement with the Client which may grant Platform Technology Partners discretionary authority from the Client a limited power of attorney to select the

identity and amount of securities to be bought or sold. In all cases, we exercise our investment discretion in a manner consistent with the Client's investment objectives for the particular account. Clients may request that we invest the account in accordance with specific investment guidelines and restrictions. We may decline to manage accounts if these proposed investment guidelines or restrictions conflict with our investment philosophy or strategies or for any reason we deem appropriate. Non-discretionary accounts are managed pursuant to the Client's Agreement with Platform Technology Partners.

Platform Technology Partners may maintain limited power of attorney to execute trades with proper Client authority. Platform Technology Partners does not have authority to withdraw funds or securities and will not take custody of the same. Platform Technology Partners may have access to accounts in order to deduct Advisory fees and only with the Client's authorization. In each case, the fee deductions will be coordinated through a qualified custodian.

Platform Technology Partners usually receives discretionary authority from the Client at the outset of an advisory relationship to select the identity and amount of securities to be bought or sold. In all cases, however, such discretion is to be exercised in a manner consistent with the stated investment objectives for the particular Client account. Clients may request that we invest the account in accordance with specific investment guidelines and restrictions. We may decline to manage accounts if these proposed investment guidelines or restrictions conflict with our investment philosophy or strategies or for any reason we deem appropriate.

Investment guidelines and restrictions must be provided to Platform Technology Partners in writing. Please see Item 4 for a description of any limitations Clients may place on Platform Technology Partners' discretionary authority.

When selecting securities and determining amounts, Platform Technology Partners observes the investment policies, limitations and restrictions of the Clients for which it advises.

Unless otherwise instructed or directed by a discretionary Client, Platform Technology Partners has the authority to determine (i) the securities to be purchased and sold for the Client account (subject to restrictions on its activities set forth in the applicable investment management agreement and any written investment guidelines) (ii) the amount of securities to be purchased or sold for the Client account. Because of the differences in Client investment objectives and strategies, risk tolerances, tax status and other criteria, there may be differences among Clients in invested positions and securities held. Platform Technology Partners' portfolio manager submits an allocation statement to Platform Technology Partners' trading desk describing the allocation of securities to (or from) Client accounts for each trade/order submitted. Platform Technology Partners' portfolio manager may

consider the following factors, among others, in allocating securities among Clients: (i) Client investment objectives and strategies; (ii) Client risk profiles; (iii) tax status and restrictions placed on a Client's portfolio by the Client or by applicable law; (iv) size of the Client account; (v) nature and liquidity of the security to be allocated; (vi) size of available position; (vii) current market conditions; and (viii) account liquidity, account requirements for liquidity and timing of cash flows. Although it is Platform Technology Partners' policy to allocate investment opportunities to eligible Client accounts on a pro rata basis (based on the value of the assets of each participating account relative to value of the assets of all participating accounts), these factors may lead the portfolio manager to allocate securities to Client accounts in varying amounts. Even Client accounts that are typically managed on an equal basis may from time to time receive differing allocations of securities based on total assets of each account eligible to invest in the particular investment type (e.g., equities) divided by the total assets of all accounts eligible to invest in the particular investment.

## 17 Voting Client Securities

Clients may retain the authority to vote proxies and are responsible for ensuring that proxy materials are sent directly to them or their designed third-party they may assign.

Platform Technology Partners may vote proxies on behalf of its Clients. When Platform Technology Partners accepts such responsibility, it will only cast proxy votes in a manner consistent with the best interest of its Clients. Absent special circumstances, which are fully-described in Platform Technology Partners' Proxy Voting Policies and Procedures, all proxies will be voted consistent with guidelines established and described in Platform Technology Partners' Proxy Voting Policies and Procedures, as they may be amended from time-to-time. At any time, Clients may contact Platform Technology Partners to request information about how Registrant voted proxies for that Client's securities or to get a copy of Platform Technology Partners' Proxy Voting Policies and Procedures. A brief summary of Platform Technology Partners' Proxy Voting Policies and Procedures is as follows:

Platform Technology Partners has formed a proxy voting committee (the "Proxy Voting Committee") that will be responsible for monitoring corporate actions, making voting decisions in the best interest of Clients, and ensuring that proxies are submitted in a timely manner.

The Proxy Voting Committee will generally vote proxies according to Platform Technology Partners' then current Proxy Voting Guidelines. The Proxy Voting Guidelines include many specific examples of voting decisions for the types of proposals that are most frequently presented, including composition of the board of directors; approval of independent auditors; management and director compensation; anti-takeover mechanisms and related issues; changes to capital structure; corporate and social policy issues; and issues involving mutual funds.

Although the Proxy Voting Guidelines are to be followed as a general policy, certain issues will be considered on a case-by-case basis based on the relevant facts and circumstances. Since corporate governance issues are diverse and continually evolving, Platform Technology Partners shall devote an appropriate amount of time and resources to monitor these changes. In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that Platform Technology Partners maintains with persons having an interest in the outcome of certain votes, Platform Technology Partners will take appropriate steps to ensure that its proxy voting decisions are made.

Platform Technology Partners will not take action with respect to any securities or other investments that become the subject of any legal proceedings, including bankruptcies.

## **18 Financial Information**

Item 18 requires Platform Technology Partners to provide you with certain financial information or disclosures about our financial condition.

Platform Technology Partners does not have any financial commitment that impairs our ability to meet our contractual and fiduciary commitments to Clients, and we have not been the subject of a bankruptcy proceeding.