

# **Optiwealth, LLC dba Optimal Wealth**

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

**Effective: March 10, 2020**

This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Optiwealth LLC dba Optimal Wealth (“Optimal Wealth” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact us at (617) 277-4453.

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

Additional information about Optimal Wealth and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 306120.

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## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Optimal Wealth. For convenience, the Advisor has combined these documents into a single disclosure document.

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

### Material Change

There have been changes to this Disclosure Brochure that we are required to disclose to Clients. These material changes include:

- The Advisor is in the process of transitioning from registration with the U.S. Securities and Exchange Commission ("SEC") to registration with the Commonwealth of Massachusetts, due to the level of assets under management. Please see Item 4.

### Future Changes

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

You may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD #306120. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (617) 277-4453 .

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## **Item 4 – Advisory Services**

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### **A. Firm Information**

Optiwealth LLC dba Optimal Wealth (herein “Optimal Wealth” or the “Advisor”) is a registered investment advisor located in the Commonwealth of Massachusetts. Optimal Wealth was organized as a limited liability company (“LLC”) under the laws of Massachusetts in August 2012 and became a registered investment advisor in November 2019. Optimal Wealth is owned and operated by Ira Sager (Managing Director and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Optimal Wealth.

### **B. Advisory Services Offered**

Optimal Wealth offers wealth management services designed to meet the needs of individuals, high net worth individuals, trusts, estates, and businesses (each referred to as a “Client”).

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

#### Wealth Management Services

Optimal Wealth provides Clients with wealth management services, which includes discretionary and non-discretionary management of investment portfolios, as well as a broad range of comprehensive financial planning and consulting strategies.

Optimal Wealth provides customized wealth management solutions for its Clients. Optimal Wealth works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create an investment strategy. Optimal Wealth will then design an investment strategy that may include the Advisor’s internal investment management and/or the use of independent managers.

*Internal Management* – Optimal Wealth will construct Client portfolios utilizing mutual funds, exchange-traded funds (“ETFs”), individual equities and individual bonds. The Advisor also includes alternative investment vehicles as part of its investment process. The Advisor may, in certain circumstances, utilize inverse or leveraged ETFs. The Advisor may also utilize other types of investments, as appropriate, to meet the needs of certain Clients. Optimal Wealth will may retain the Client’s legacy investments based on portfolio fit, tax implications and/or other factors.

Optimal Wealth’s investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate investments that have been held for less than one year to meet the objectives of the Client or due to market conditions. Optimal Wealth will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

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

At no time will Optimal Wealth accept or maintain custody of a Client's funds or securities, except for the limited authority as detailed in Item 15 – Custody. All Client assets will be managed within their designated brokerage account or pension account, pursuant to the Client wealth management agreement. Please see Item 12 – Brokerage Practices.

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

#### Financial Planning Services

Optimal Wealth will typically provide a variety of financial planning services to Clients, pursuant to an agreement between the Advisor and the Client or included in an overall wealth management engagement. The Advisor, at its sole discretion, may waive its financial planning fee. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

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

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

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

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

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

- Establishing an Investment Strategy – Optimal Wealth, in connection with the Client, will develop an investment strategy targeted to achieve the Client's investment goals and objectives.
- Asset Allocation – Optimal Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.

- Portfolio Construction – Optimal Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Optimal Wealth will provide investment management and ongoing oversight of the Client's portfolio.

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

Optimal Wealth does not offer a wrap fee program.

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

As of December 31, 2019 Optimal Wealth manages \$56,277,671 in Client assets, \$27,453,225 of which are managed on a discretionary basis and \$28,824,446 on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

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

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client shall sign one or more agreements that detail the responsibilities of Optimal Wealth and the Client.

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

##### Wealth Management Services

Wealth management fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of the prior calendar quarter. Wealth management fees range from 0.60% to 2.00% based on several factors, including, but not limited to: the services offered to the Client, the complexity of the services to be provided, the level of Client assets managed by the Advisor, and/or the overall relationship with the Advisor. The Advisor also offers a tiered schedule for wealth management services:

<b>Assets Under Management</b>	<b>Annual Fee (%)</b>
Up to \$100,000	1.18%
\$100,001 to \$250,000	1.16%
\$250,001 to \$500,000	1.13%
\$500,001 to \$1,000,000	1.10%
\$1,000,001 to \$2,000,000	1.08%
Above \$2,000,000	1.05%

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

Clients may make additions to and withdrawals from their account[s] at any time, subject to Optimal Wealth's right to terminate an account. Additions may be in cash or securities provided that Optimal Wealth reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to Optimal Wealth, subject to the usual and customary securities settlement procedures. However, Optimal Wealth designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. Optimal Wealth may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

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

#### Use of Independent Managers

For Client account[s] implemented through an Independent Manager, the Client's overall fees typically includes Optimal Wealth's wealth management fee (as noted above) plus advisory fees and/or platform fees charged by the Independent Manager[s], as applicable.

#### Financial Planning Services

Optimal Wealth may or may not charge separately for its financial planning services, at the sole discretion of the Advisor. Optimal Wealth offers financial planning services through several types of engagement methods. For Clients that engage Optimal Wealth for ongoing investment management services, the Advisor may include financial planning services as part of a wealth management engagement and fee. The Advisor may also offer its services as a separate fixed project fee. Fees typically range from \$2,500 to \$8,000. The Advisor's fee is based on the scope and complexity of the services to be provided. Fees may be negotiable at the sole discretion of the Advisor. An estimate for total costs will be provided to the Client prior to engaging for these services.

### **B. Fee Billing**

#### Wealth Management Services

Wealth management fees will be calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Optimal Wealth at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management fee. In addition, the Advisor will provide the Client a report itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting Optimal Wealth to be paid directly from their accounts held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian.

#### Use of Independent Managers

Client account[s] implemented through Independent Manager[s] will be billed in accordance to the separate agreement[s] with the respective parties. These parties will typically add Optimal Wealth's wealth management fee and deduct the overall fee from the Client's account[s].

#### Financial Planning Services

Fees for financial planning engagements may require an advance payment of fees up to 50% of the expected total cost of the engagement. Upon completion of the engagement deliverable[s], the remaining balance of the engagement fees shall be invoiced by the Advisor and are due upon receipt of the invoice. The Advisor does not collect advance fees of \$500 or more for any services that will be completed six (6) months or more in the future.

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

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all securities transaction fees charged by the Custodian, if applicable. The recommended Custodian typically does not charge transaction fees for securities transaction fees for ETFs and equity trades in Client accounts, but typically charges for mutual funds and other types of investments. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, fees for trades executed away from the Custodian (if applicable) and other fees.

In addition, all fees paid to Optimal Wealth for wealth management services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are



described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Optimal Wealth, but would not receive the services provided by Optimal Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Optimal Wealth to fully understand the total fees to be paid.

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

##### Wealth Management Services

Optimal Wealth is compensated for its services in advance of the quarter in which wealth management services are rendered. Either party may request to terminate the wealth management agreement with Optimal Wealth, at any time, by providing advance written notice to the other party. The Client shall be responsible for wealth management fees up to and including the effective date of termination. Upon termination, the Advisor will promptly refund any unearned, prepaid advisory fees. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior consent.

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

##### Financial Planning Services

Optimal Wealth may or may not charge for its financial planning services, at the sole discretion of the Advisor. Optimal Wealth may be partially compensated for its financial planning services in advance of providing services. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be responsible for planning fees based on the percentage of the engagement deliverables completed. Upon termination, the Advisor will refund any unearned, prepaid fees. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

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

Optimal Wealth does not buy or sell securities to earn securities transaction fees and does not receive any compensation for securities transactions in any Client account, other than the wealth management fees noted above.

However, Mr. Sager is also Registered Representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD No. 35747), member FINRA, SIPC. In his separate capacity as a Registered Representative of PKS, Mr. Sager may implement securities transactions under PKS and not through Optimal Wealth. In such instances, Mr. Sager will receive commission-based compensation in connection with the purchase and sale of securities, including 12b-1 fees for the sale of investment company products. Compensation earned by Mr. Sager in his capacity as a Registered Representative is separate and in addition to the Advisor's fees. This practice presents a conflict of interest as Mr. Sager has an incentive to effect securities transactions for the purpose of generating commissions rather than solely based on the Client. Clients are not obligated to implement any recommendation provided by the Advisor or Mr. Sager. Neither the Advisor nor Mr. Sager will earn ongoing wealth management fees in connection with any products or services implemented in his separate capacity as a Registered Representative. Please see Item 10 below.

Mr. Sager is also licensed as an independent insurance professional. As an independent insurance professional, Mr. Sager earns commission-based compensation for selling insurance products, including insurance products they sell to Clients. Insurance commissions earned by Mr. Sager are separate and in addition to the advisory fees charged by Optimal Wealth. This practice presents a conflict of interest as Mr. Sager has an incentive to recommend insurance products to the Client for the purpose of generating commissions rather than solely based



on the Client's needs. However, the Client is under no obligation, contractually or otherwise, to purchase insurance products through Mr. Sager. Please see Item 10 below.

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

Optimal Wealth does not charge performance-based fees for its wealth management services. The fees charged by Optimal Wealth are as described in Item above and are not based upon the capital appreciation of the funds or securities held by any Client.

Optimal Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

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## **Item 7 – Types of Clients**

### **B. Advisory Services Offered**

Optimal Wealth offers wealth management services designed to meet the needs of individuals, high net worth individuals, trusts, estates, and businesses. Optimal Wealth does not impose a minimum account or relationship size.

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

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

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

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Optimal Wealth will be able to accurately predict such a reoccurrence.

As noted above, Optimal Wealth generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Optimal Wealth will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Optimal Wealth may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

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

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Optimal Wealth will assist Clients in determining an

appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

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

The risks associated with a particular strategy are provided to each Client in advance of investing a Client's account[s]. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process.

Following are some of the risks associated with the Advisor's investment approach:

*Market Risks* – The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

*ETF Risks* – The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs have a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

*Bond ETFs* – Bond ETFs are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond. (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) Liquidity Risks, i.e. the risk that a bond may not be sold as quickly as desired if there is no readily available market for the bond.

*Inverse and Leveraged ETFs* – Inverse ETFs seek to deliver the opposite of the performance of the index or benchmark they track. Like traditional ETFs, some leveraged and inverse ETFs track broad indices, some are sector-specific, and others are linked to commodities, currencies, or some other benchmark. Inverse ETFs often are marketed as a way for investors to profit from, or at least hedge their exposure to, downward moving markets.

*Mutual Fund Risks* – The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily; therefore, a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

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

## **Item 9 – Disciplinary Information**

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**There are no legal, regulatory or disciplinary events involving Optimal Wealth or its owner.** Optimal Wealth values the trust you place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and Advisory Persons are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 306120.

In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in Massachusetts by contacting the Commonwealth of Massachusetts Securities Division at (617) 727-3548.

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

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### Broker-Dealer Affiliation

As noted in Item 5, Mr. Sager is also Registered Representatives of PKS. In his separate capacity as a registered representative of PKS, Mr. Sager will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Sager. Neither the Advisor nor Mr. Sager will earn ongoing wealth management fees in connection with any services implemented in Mr. Sager's separate capacity as a registered representative.

### Insurance Agency Affiliations

As noted in Item 5, Mr. Sager is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Sager's role with Optimal Wealth. As an insurance professional, Mr. Sager receives customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Sager is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Sager or the Advisor.

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

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

Optimal Wealth has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Optimal Wealth ("Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to the Client. Optimal Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Optimal Wealth Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code of Ethics, please contact the Advisor at (617) 277-4453 .

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

Optimal Wealth allows its Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Optimal Wealth does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Optimal Wealth does not have a material interest in any securities traded in Client accounts.

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

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Optiwealth LLC dba Optimal Wealth  
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<http://optimalw.com>

Optimal Wealth allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must disclose to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Optimal Wealth have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Optimal Wealth requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO"). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

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

While Optimal Wealth allows the purchase or sale of the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterwards. **At no time will Optimal Wealth transact in any security to the detriment of any Client.**

### **Item 12 – Brokerage Practices**

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

Optimal Wealth does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer or custodian (herein the "Custodian") to safeguard Client assets and authorize Optimal Wealth to direct trades to this Custodian as agreed in the wealth management agreement. Further, Optimal Wealth does not have the discretionary authority to negotiate commissions on behalf of our Clients on a trade-by-trade basis.

Where Optimal Wealth does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients. Optimal Wealth may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its overall reputation. Clients are not obligated to use the recommended Custodian and will not incur any extra fee or cost associated with using a custodian not recommended by Optimal Wealth. However, if the recommended Custodian is not engaged, Optimal Wealth may be limited in the services it can provide comparable to other clients. As certain Advisory Persons of Optimal Wealth are also Registered Representatives of PKS, PKS must also approve any broker-dealer or custodian for use by the Advisor. Optimal Wealth will generally recommend that Clients establish their account[s] with TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade"), where the Advisor maintains an institutional relationship. Optimal Wealth receives certain economic benefits from TD Ameritrade as detailed in Item 14 below.

Following are additional details regarding the brokerage practices of the Advisor:

**1. Soft Dollars** - Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with the broker-dealer/custodian in exchange for research and other services. Optimal Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor does receive certain economic benefits from TD Ameritrade. Please see Item 14 below.

**2. Brokerage Referrals** - Optimal Wealth does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Optimal Wealth will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In selecting the Custodian,

Optimal Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

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

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. Optimal Wealth will execute its transactions through an unaffiliated broker-dealer selected by the Client. Optimal Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the same Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage particular Clients' accounts.

## **Item 13 – Review of Accounts**

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

Securities in Client accounts are monitored on a regular and continuous basis by Advisory Persons of Optimal Wealth under the supervision of the CCO. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client.

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

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Optimal Wealth if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **C. Review Reports**

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

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

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### **A. Compensation Received by Optimal Wealth**

#### Participation in Institutional Advisor Platform

As disclosed under Item 12, above, the Advisor participates in TD Ameritrade's institutional customer program and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may

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benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

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

Optimal Wealth does not engage paid solicitors for Client referrals.

## **Item 15 – Custody**

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Optimal Wealth does not accept or maintain custody of any Client accounts, except for the authorized deduction of the advisor's fee. All Clients must place their assets with a "qualified custodian". Clients are required to select their own Custodian to retain their funds and securities and direct Optimal Wealth to utilize that Custodian for the Client's security transactions. Optimal Wealth encourages Clients to review statements provided by the account Custodian. For more information about Custodians and brokerage practices, see Item 12 – Brokerage Practices.

## **Item 16 – Investment Discretion**

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Optimal Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Optimal Wealth. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of a wealth management agreement containing all applicable limitations to such authority. All discretionary trades made by Optimal Wealth will be in accordance with each Client's investment objectives and goals.

Optimal Wealth may manage accounts on a non-discretionary basis. In these instances, Optimal Wealth provides recommendations to Clients and if recommendations are approved, Optimal Wealth will implement in accordance with the Client's instructions.

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

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

## **Item 18 – Financial Information**

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Neither Optimal Wealth, nor its management, have any adverse financial situations that would reasonably impair the ability of Optimal Wealth to meet all obligations to its Clients. Neither Optimal Wealth, nor any of its Advisory Persons, has been subject to a bankruptcy or financial compromise. Optimal Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$500 or more for services to be performed six months or more in advance.

## **Item 19 – Requirements for State Registered Advisors**

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### **A. Educational Background and Business Experience of Principal Officer**

The Principal of Optimal Wealth is Ira G. Sager. Information regarding the formal education and background of Mr. Sager is included in the Part 2B – Brochure Supplement of his Part 2B below.

**B. Other Business Activities of Principal Officer**

Mr. Sager has additional business activities that are detailed in Item 10 – Other Financial Activities and Affiliations.

**C. Performance Fee Calculations**

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

**D. Disciplinary Information**

***There are no legal, civil or disciplinary events to disclose regarding Optimal Wealth or Mr. Sager.*** Neither Optimal Wealth nor Mr. Sager have ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Optimal Wealth or Mr. Sager.

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

**E. Material Relationships with Issuers of Securities**

Neither Optimal Wealth nor Mr. Sager have any relationships or arrangements with issuers of securities.



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

**for**

**Ira G. Sager, AIF<sup>®</sup>, CFP<sup>®</sup>  
Managing Director and Chief Compliance Officer**

**Effective: March 10, 2020**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Ira G. Sager (CRD# 4826397) in addition to the information contained in the Optiwealth, LLC dba Optimal Wealth (“Optimal Wealth” or the “Advisor”, CRD# 306120) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Optimal Wealth Disclosure Brochure or this Brochure Supplement, please contact us at (617) 277-4453.

Additional information about Mr. Sager is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4826397.

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<http://optimalw.com>

## Item 2 – Educational Background and Business Experience

Ira G. Sager, born in 1956, is dedicated to advising Clients of Optimal Wealth as its Managing Director and Chief Compliance Officer. Mr. Sager earned a Masters in Business Administration from Babson College - Franklin W. Olin Graduate School of Business in 1996. Mr. Sager also earned a Master's Degree in Computer Science, Artificial Intelligence from the University of Massachusetts - Amherst in 1988. Mr. Sager also earned a Bachelor of Science in Electrical Engineering from the University of Pennsylvania in 1980. Additional information regarding Mr. Sager's employment history is included below.

### Employment History:

Managing Director and Chief Compliance Officer, Optiwealth, LLC	11/2019 to Present
Registered Representative, Purshe Kaplan Sterling Investments, Inc.	11/2019 to Present
Investment Advisor Representative, Fiduciary Planning, LLC	07/2019 to 11/2019
Registered Representative, Sorrento Pacific Financial, LLC	07/2019 to 11/2019
Investment Advisor Representative, First Allied Advisory Services, Inc.	08/2012 to 07/2019
Registered Representative, First Allied Securities, Inc.	08/2012 to 07/2019
Senior Financial Advisor, Merrill Lynch, Pierce, Fenner & Smith Incorporated	12/2006 to 08/2012

### Accredited Investment Fiduciary ("AIF®")

The AIF® mark is held by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi360) company. The professional designations awarded by fi360 demonstrate the focus on all the components of a comprehensive investment process, related fiduciary standards of care, and commitment to excellence. AIF® designees undergo an initial training program, annual continuing education, and pledge to abide by the designation's code of ethics.

Since October 2002, the Accredited Investment Fiduciary® (AIF®) designation has been the mark of commitment to a standard of investment fiduciary excellence. Those who earn the AIF® mark successfully complete a specialized program on investment fiduciary standards of care and subsequently passed a comprehensive examination. AIF® designees demonstrate a thorough understanding of fi360's Prudent Practices for investment advisors and stewards.

### CERTIFIED FINANCIAL PLANNER™ ("CFP®")

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

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

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

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

- *Ethics* – Agree to be bound by CFP® Board's *Standards of Professional Conduct*, a set of documents outlining the ethical and practice standards for CFP® professionals.

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

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

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

### Item 3 – Disciplinary Information

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

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

However, we do encourage you to independently view the background of Mr. Sager on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 4826397.

### Item 4 – Other Business Activities

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#### Broker-Dealer Affiliation

Mr. Sager is also a registered representative of Purshe Kaplan Sterling Investments, Inc. ("PKS"). PKS is a registered broker-dealer (CRD# 35747), member FINRA, SIPC. In Mr. Sager's separate capacity as a registered representative, Mr. Sager will typically receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Sager. Neither the Advisor nor Mr. Sager will earn ongoing wealth management fees in connection with any products or services implemented in Mr. Sager's separate capacity as a registered representative. Mr. Sager spends approximately 10% of his time per month in his role as a registered representative of PKS.

#### Insurance Agency Affiliations

Mr. Sager is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart from Mr. Sager's role with Optimal Wealth. As an insurance professional, Mr. Sager will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Sager is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Sager or the Advisor. Mr. Sager spends approximately 10% of his time per month in this capacity.

Mr. Sager is Managing Director of Power of Zero Marketing, a retirement planning education and marketing program. Mr. Sager spends approximately 5% of his time per month in this capacity.

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**Item 5 – Additional Compensation**

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

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**Item 6 – Supervision**

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Mr. Sager serves as the Principal and Chief Compliance Officer of Optimal Wealth. Mr. Sager can be reached at (617) 277-4453.

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

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**Item 7 – Requirements for State Registered Advisors**

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**A. Arbitrations and Regulatory Proceedings**

State regulations require disclosure if any Supervised Person of the Advisor is subject to:

1. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
  - a. an investment or an investment-related business or activity;
  - b. fraud, false statement(s), or omissions;
  - c. theft, embezzlement, or other wrongful taking of property;
  - d. bribery, forgery, counterfeiting, or extortion; or
  - e. dishonest, unfair, or unethical practices.
2. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
  - a. an investment or an investment-related business or activity;
  - b. fraud, false statement(s), or omissions;
  - c. theft, embezzlement, or other wrongful taking of property;
  - d. bribery, forgery, counterfeiting, or extortion; or
  - e. dishonest, unfair, or unethical practices.

Mr. Sager does not have any disclosures to make regarding this Item.

**B. Bankruptcy**

If a Supervised Person has been the subject of a bankruptcy petition, that fact and the details must be disclosed. Mr. Sager does not have any disclosures to make regarding this Item.

## Privacy Policy

Effective Date: March 10, 2020

### Our Commitment to You

Optiwealth LLC dba Optimal Wealth ("Optimal Wealth" or the "Advisor") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("Policy").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Optimal Wealth (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Optimal Wealth does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### Why you need to know?

Registered Investment Advisors ("RIAs") must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

### What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

### How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client's personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

## How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting. Optimal Wealth shares Client information with Purshe Kaplan Sterling Investments, Inc. ("PKS") due to the oversight PKS has over Supervised Persons of the Advisor. You may also contact us at any time for a copy of the PKS Privacy Policy.	Yes	No
<b>Marketing Purposes</b> Optimal Wealth does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Optimal Wealth or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> Optimal Wealth does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

## State-specific Regulations

Massachusetts	In response to Massachusetts law, the Client must "opt-in" to share non-public personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client's execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.
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## Changes to our Privacy Policy

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

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

## Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (617) 277-4453 .