

Patriot Wealth Strategies, LLC

ADV Part 2A, Appendix 1, Wrap Fee Program Brochure Dated: May 11, 2020

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This brochure provides information about the qualifications and business practices of Patriot Wealth Strategies, LLC. If you have any questions about the contents of this brochure, please contact us at (508) 251-6100. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Patriot Wealth Strategies, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to Patriot Wealth Strategies, LLC as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

Since Patriot Wealth Strategies, LLC's initial Form ADV filing on August 21, 2019, this brochure has been updated to include Item 10 disclosures for state-registered investment advisors.

Since the annual amendment filing on March 19, 2020, the Firm is now solely owned by Nicole Finlayson, is no longer under common ownership with Patriot Financial Group, nor has any affiliation with Securities America, Inc.

Item 3 Table of Contents

Item 1	Cover Page.....	1
Item 2	Material Changes.....	2
Item 3	Table of Contents.....	2
Item 4	Services, Fees and Compensation.....	3
Item 5	Account Requirements and Types of Clients	4
Item 6	Portfolio Manager Selection and Evaluation	4
Item 7	Client Information Provided to Portfolio Managers	11
Item 8	Client Contact with Portfolio Managers	11
Item 9	Additional Information	11

Item 4 Services, Fees and Compensation

A.

THE PATRIOT WEALTH STRATEGIES WRAP FEE PROGRAM

Patriot Wealth is the sponsor and investment manager of the Patriot Wealth Strategies Wrap Program (hereinafter the “Program”). Under the Program, Patriot Wealth is able to offer participants discretionary and/or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees. The current annual Program fee ranges from negotiable to 2.50%, of the total assets placed under Patriot Wealth’s management/ advisement and shall be based upon the level and scope of the overall investment advisory services to be rendered, which is based upon various objective and subjective factors. These factors include, but are not limited to, the amount of the assets placed under Patriot Wealth’s management, the level and scope of financial planning and consulting services to be rendered, and the complexity of the engagement. (See *Fee Differentials* discussed below).

Under the Program, Patriot Wealth shall be provided with written authority to determine which securities and the amounts of securities that are bought or sold. Any limitations on this authority shall be included in the written agreement between each Client and Patriot Wealth. Clients may change/amend these limitations, in writing, at any time. The Client shall have reasonable access to one of Patriot Wealth’s investment professionals to discuss their account.

TD Ameritrade Institutional, a division of TD Ameritrade, Inc. (“TD Ameritrade”) or Charles Schwab & Co., Inc. (“Schwab”) (collectively the “Custodians”) shall serve as the custodian for Program accounts.

Fee Calculation: The fee charged for services is calculated as described below and is not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory Client.

Fee Payment: Clients will be charged in advance at the beginning of each calendar quarter based upon the average daily value of the Client's account during the previous billing period. Fees are prorated for accounts opened during the quarter.

Investment Performance: As a condition to participating in the Program, the participant must accept that past performance may not be indicative of future results, and understand that the future performance of any specific investment or investment strategy (including the investments and/or investment strategies purchased and/or undertaken by Patriot Wealth) may not: (1) achieve their intended objective; (2) be profitable; or, (3) equal historical performance level(s) or any other performance level(s).

- B. **Wrap Program-Conflict of Interest.** Patriot Wealth provides services on a wrap fee basis as a wrap program sponsor. Under Patriot Wealth’s wrap program, the Client generally receives investment advisory services, the execution of securities brokerage transactions, custody and reporting services for a single specified fee. Participation in a wrap program may cost the Client **more** or less than purchasing such services separately.

Conflict of Interest. Because wrap program transaction fees and/or commissions are being paid by Patriot Wealth to the account custodian/broker-dealer, Patriot Wealth has an economic incentive to minimize the number of trades in the Client's account.

- C. The Program's wrap fee does not include certain charges and administrative fees, including, but not limited to, fees charged by Independent Managers, transaction charges (including mark-ups and mark-downs) resulting from trades effected through or with a broker-dealer other than TD Ameritrade or Schwab (as applicable), transfer taxes, odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to Client accounts. Such fees and expenses are in addition to the Program's wrap fee.
- D. Patriot Wealth's related persons who recommend the Patriot Wealth Strategies Wrap Fee Program to Clients do not receive additional or special compensation as a result of a Client's participation in the wrap fee program.

Item 5 Account Requirements and Types of Clients

Patriot Wealth's Clients shall generally include individuals, small business and high net worth individuals.

For customized advisory services, any required minimum account value will be set out in the Client agreement. Certain investments, strategies or programs may require a minimum account size.

Item 6 Portfolio Manager Selection and Evaluation

- A. Patriot Wealth may allocate a portion of a Client's Program assets among unaffiliated independent investment managers in accordance with the Client's designated investment objective(s). In such situations, the Independent Manager(s) shall have day-to-day responsibility for the active discretionary management of the allocated Program assets. Patriot Wealth shall continue to render investment supervisory services to the Client relative to the ongoing monitoring and review of account performance, asset allocation and Client investment objectives. Factors which Patriot Wealth shall consider in recommending Independent Manager(s) include the Client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research.
- B. Patriot Wealth acts as the portfolio manager for the Program. Inasmuch as the execution costs for transactions effected in the Client account will be paid by Patriot Wealth, a conflict of interest arises in that Patriot Wealth may have a disincentive to trade securities in the Client account. In addition, the amount of compensation received by Patriot Wealth as a result of the Client's participation in the Program may be more than what Patriot Wealth would receive if the Client paid separately for investment advice, brokerage and other services.

As the Program sponsor, Patriot Wealth shall be responsible for the primary management of the Program, including the selection and termination of all Independent Manager(s).

Once selected, Independent Manager(s) shall be responsible for day-to-day management and selection of securities for the account.

C.

INVESTMENT MANAGEMENT SERVICES

Patriot Wealth also provides customized investment advisory solutions for its Clients on either a discretionary or non-discretionary non-wrap fee basis. As when Patriot Wealth provides these services on a wrap fee basis, Patriot Wealth works closely with each Client to identify their investment goals, objectives, risk tolerance and financial situation in order to create a portfolio strategy.

FINANCIAL PLANNING SERVICES

As part of our financial planning services, Patriot Wealth may provide personal financial planning tailored to the individual needs of the Client. These services may include, as selected by the Client on the financial planning agreement, information and recommendations regarding tax planning, investment planning, retirement planning, estate needs, business needs, education planning, life and disability insurance needs, long-term care needs and cash flow/budget planning. The services take into account information collected from the Client such as financial status, investment objectives and tax status, among other data.

Financial planning recommendations may pose a conflict between the interests of Patriot Wealth and the interests of the Client. For example, a recommendation to engage Patriot Wealth for investment management services or to increase the level of investment assets with Adviser would pose a conflict, as it would increase fees paid to Patriot Wealth. Clients are not obligated to implement any recommendations made by Patriot Wealth or their Adviser or to maintain an ongoing relationship with Patriot Wealth.

If requested by Client, the Adviser may recommend the services of other professionals for implementation purposes, including certain of Patriot Wealth's representatives in their individual capacities as licensed insurance agents. (*See* disclosure at Item 9). Client is under no obligation to engage the services of any such recommended professional. Client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Adviser.

If the Client engages a recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, the Client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional(s) (i.e. attorney, accountant, insurance agent, etc.), and not Patriot Wealth or the Adviser, shall be responsible for the quality and competency of the services provided.

Client is advised that it remains their responsibility to promptly notify Patriot Wealth if there is ever any change their financial situation or investment objectives for the purpose of reviewing, evaluating or revising previous recommendations and/or services.

HOURLY CONSULTING SERVICES

Patriot Wealth, through its Advisers, may provide consulting services on an hourly basis. Services may include, advice regarding tax planning, investment planning, retirement

planning, estate planning, cash flow/budget planning, business planning, education planning, insurance needs and personal financial planning. Client shall select services to be rendered in the consulting agreement. Advisers tailor the hourly consulting services to the individual needs of the Client based on the investment objective, selected by the Client.

The services take into account information collected from the Client such as financial status, investment objectives and tax status, among other data. Depending upon a Client's need, Patriot Wealth may or may not deliver to the Client a written analysis or report as part of the services. The engagement terminates upon final consultation with the Client. Fees for such services are negotiable and detailed in the Client agreement.

RETIREMENT PLAN ADVISORY SERVICES

Patriot Wealth also provides retirement plan consulting/management services, pursuant to which it assists sponsors of self-directed retirement plans organized under the Employee Retirement Security Act of 1974 ("ERISA"). The terms and conditions of the engagement shall be set forth in the Client agreement between Patriot Wealth and the plan sponsor Advisers.

If the plan sponsor engages Patriot Wealth in an ERISA Section 3(21) capacity, the Adviser will assist with the selection and/or monitoring of investment options (generally open-end mutual funds and exchange traded funds) from which plan participants shall choose in self-directing the investments for their individual plan retirement accounts. If the plan sponsor chooses to engage Patriot Wealth in an ERISA Section 3(38) capacity, the Adviser may modify the investment options made available to plan participants on a discretionary basis.

MISCELLANEOUS

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services. As indicated above, to the extent requested by Client, Patriot Wealth may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. Patriot Wealth does not serve as an attorney or accountant, and no portion of its services should be construed as legal or accounting services. Accordingly, Patriot Wealth does not prepare estate planning documents or tax returns. To the extent requested by Client, Patriot Wealth may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance agents, etc.), including representatives of Patriot Wealth in their separate individual capacities as licensed insurance agents. No Client is under any obligation to engage the services of any such recommended professional. Client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from Patriot Wealth and/or its representatives.

Conflict of Interest: The recommendation by an Adviser that a Client purchase an insurance commission product through one or more of Patriot Wealth's representatives, in their separate and individual capacities as an insurance agent, presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions to be received, rather than on the Client's particular need. Client is not under any obligation to purchase any securities or insurance commission

products through such a representative. Clients are reminded that they may purchase insurance products recommended by Patriot Wealth through other, non-affiliated insurance agents.

Fee Differentials. Patriot Wealth shall receive an investment advisory fee based upon a percentage (%) of the market value of the assets placed under management (between negotiable and 2.50%). However, fees shall vary depending upon various objective and subjective factors, including but not limited to: whether the Client engages Patriot Wealth on a wrap or non-wrap basis, the representative assigned to the account, the amount of assets to be invested, the complexity of the engagement, the anticipated number of meetings and servicing needs, related accounts, future earning capacity, anticipated future additional assets, and negotiations with the Client. As a result, similar Clients could pay different fees, which will correspondingly impact a Client's net account performance. Moreover, the services to be provided by Patriot Wealth to any particular Client could be available from other advisers at lower fees. All Clients and prospective Clients should be guided accordingly.

Before engaging Patriot Wealth to provide investment advisory services, Clients are required to enter into a discretionary or non-discretionary Investment Advisory Agreement, setting forth the terms and conditions of the engagement (including termination), which describes the fees and services to be provided.

Retirement Plan Rollovers – No Obligation / Conflict of Interest. A Client or prospective Client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the Client's age, result in adverse tax consequences). If Patriot Wealth recommends that a Client roll over their retirement plan assets into an account to be managed by Patriot Wealth, such a recommendation creates a conflict of interest if Patriot Wealth will earn a new (or increase its current) advisory fee as a result of the rollover. No Client is under any obligation to roll over retirement plan assets to an account managed by Patriot Wealth.

Independent Managers. Patriot Wealth may recommend that a Client allocate a portion of their investment assets among unaffiliated independent investment managers ("Independent Manager(s)") in accordance with the Client's designated investment objective(s). In such situations, the Independent Manager(s) will have day-to-day responsibility for the active discretionary management of the allocated assets. Patriot Wealth will continue to render investment advisor services to the Client relative to the ongoing monitoring and review of account performance, asset allocation, and Client investment objectives. Patriot Wealth generally considers the following factors when recommending Independent Manager(s): the Client's designated investment objective(s), management style, performance, reputation, financial strength, reporting, pricing, and research.

The Client, prior to entering into an agreement with an Independent Manager, will be provided with the Form ADV Part 2A (or a brochure that makes the appropriate disclosures) of those parties. Patriot Wealth does not receive any additional compensation from these Independent Managers.

The Client is advised that there may be other Independent Managers or third-party managed programs, not recommended by Patriot Wealth, that are suitable for the Client and that may be more or less costly than arrangements recommended by Patriot Wealth. No guarantees can be made that financial goals or objectives will be achieved by any Independent Manager or third-party investment advisor recommended by Adviser.

The investment management fees charged by the designated Independent Manager(s) are exclusive of, and in addition to, Patriot Wealth's ongoing investment advisory fee, subject to the terms and conditions of a separate agreement between the Client and the Independent Manager(s).

Use of Mutual Funds and Exchange Traded Funds. While Patriot Wealth may recommend allocating investment assets to mutual funds and exchange traded funds (ETFs") that are not available directly to the public, Patriot Wealth may also recommend that Clients allocate investment assets to publically-available mutual funds that the Client could obtain without engaging Patriot Wealth as an investment advisor. However, if a Client or prospective Client determines to allocate investment assets to publically-available mutual funds or ETFs without engaging Patriot Wealth as an investment adviser, the Client or prospective Client would not receive the benefit of Patriot Wealth's initial and ongoing investment advisory services.

Portfolio Activity. Patriot Wealth has a fiduciary duty to provide services consistent with the Client's best interest. As part of its investment advisory services, Patriot Wealth will review Client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the Client's investment objective. Based upon these factors, there may be extended periods of time when Patriot Wealth determines that changes to a Client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by Patriot Wealth will be profitable or equal any specific performance level(s).

Non-Discretionary Service Limitations. Clients that determine to engage Patriot Wealth on a non-discretionary investment advisory basis must be willing to accept that Patriot Wealth cannot effect any account transactions without obtaining prior consent to such transaction(s) from the Client. Thus, in the event that Patriot Wealth would like to make a transaction for a Client's account (including in the event of an individual holding or general market correction), and the Client is unavailable, Patriot Wealth will be unable to effect the account transaction(s) (as it would for its discretionary Clients) without first obtaining the Client's consent.

Cash Positions. Patriot Wealth may maintain cash and cash equivalent positions (such as money market funds) for defensive and liquidity purposes. Unless otherwise agreed in writing, all cash and cash equivalent positions will be included as part of assets under management for purposes of calculating Patriot Wealth's investment advisory fee.

Client Obligations. In performing its services, Patriot Wealth shall not be required to verify any information received from the Client or from the Client's other professionals, and is expressly authorized to rely thereon. Moreover, each Client is advised that it remains their responsibility to promptly notify Patriot Wealth if there is ever any change

in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Patriot Wealth's previous recommendations and/or services.

Disclosure Statement. A copy of Patriot Wealth's written Brochure as set forth on Part 2 of Form ADV shall be provided to each Client prior to, or contemporaneously with, the execution of the appropriate Agreement.

Patriot Wealth shall provide investment advisory services specific to needs of each Client. Prior to providing investment advisory services, an investment adviser representative will discuss with each Client, their particular investment objective(s). Patriot Wealth shall allocate each Client's investment assets consistent with their designated investment objective(s). Clients may, at any time, impose restrictions, in writing, on Patriot Wealth's services.

PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT

Neither Patriot Wealth nor any supervised person of Patriot Wealth accepts performance-based fees.

METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

Patriot Wealth shall utilize the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)

Patriot Wealth shall utilize the following investment strategies when implementing investment advice given to Clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)
- Margin Transactions (use of borrowed assets to purchase financial instruments)

Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy (including the investments and/or investment strategies recommended or undertaken by Patriot Wealth) will be profitable or equal any specific performance level(s).

Patriot Wealth's methods of analysis and investment strategies do not represent any significant or unusual risks however all strategies have inherent risks and performance limitations such as:

- Market Risk - the risk that the value of securities may go up or down, sometimes rapidly or unpredictably, due to factors affecting securities markets generally or particular industries.

- Interest Rate Risk - the risk that fixed income securities will decline in value because of an increase in interest rates; a bond or a fixed income fund with a longer duration will be more sensitive to changes in interest rates than a bond or bond fund with a shorter duration.
- Credit Risk - the risk that an investor could lose money if the issuer or guarantor of a fixed income security is unable or unwilling to meet its financial obligations.
- 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 has 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.
- Mutual Fund Risks - The performance of a mutual fund 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.

Patriot Wealth's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment time period, involves a very short investment time period but will incur higher transaction costs when compared to a short term investment strategy and substantially higher transaction costs than a longer term investment strategy.

Patriot Wealth emphasizes continuous and regular account supervision. As part of Patriot Wealth's asset management service, Advisers generally create a portfolio, consisting of individual stocks or bonds, exchange traded funds ("ETFs"), options, mutual funds and other public and private securities or investments.

The Client's individual investment strategy is tailored to their specific needs and may include some or all of the previously mentioned securities. Each portfolio will be initially designed to meet a particular investment goal, which we determine to be suitable to the Client's circumstances. Once the appropriate portfolio has been determined, we review the portfolio at least quarterly and if necessary, rebalance the portfolio based upon the Client's individual needs, stated goals and objectives.

VOTING CLIENT SECURITIES

Patriot Wealth does not vote Client proxies. Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities owned by the Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Client's investment assets. For Clients engaging Independent Managers, Clients are encouraged to request the proxy voting policy of such Independent Manager, who may or may not vote proxies.

Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Patriot Wealth to discuss any questions they may have with a particular solicitation.

Item 7 Client Information Provided to Portfolio Managers

Patriot Wealth shall be the Program's portfolio manager. Patriot Wealth shall provide investment advisory services specific to needs of each Client. Prior to providing investment advisory services, an investment adviser representative will discuss with each Client, their particular investment objective(s). Patriot Wealth shall allocate each Client's investment assets consistent with their designated investment objective(s). Clients may, at any time, impose restrictions, in writing, on Patriot Wealth's services.

As indicated above, each Client is advised that it remains their responsibility to promptly notify Patriot Wealth if there is ever any change in their financial situation or investment objectives for the purpose of reviewing, evaluating or revising Patriot Wealth's previous recommendations and/or services.

To the extent the Program utilizes Independent Manager(s), Patriot Wealth shall provide the Independent Manager(s) with each Client's particular investment objective(s). Any changes in the Client's financial situation or investment objectives reported by the Client to Patriot Wealth shall be communicated to the Independent Manager(s) within a reasonable period of time.

Item 8 Client Contact with Portfolio Managers

The Client shall have, without restriction, reasonable access to the Program's portfolio manager.

Item 9 Additional Information

- A. Patriot Wealth has not been the subject of any disciplinary actions.

OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Licensed Insurance Agents. Certain of Patriot Wealth's representatives, in their individual capacities, are licensed as independent insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can

engage these individuals, in their separate and individual capacities as licensed insurance agents, to effect insurance transactions on a commission basis.

Conflict of Interest: The recommendation by Patriot Wealth's representatives that a Client purchase an insurance commission product presents a conflict of interest, as the receipt of commissions may provide an incentive to recommend insurance products based on commissions received, rather than on a particular Client's need. No Client is under any obligation to purchase any commission products from Patriot Wealth's representatives. Clients are reminded that they may purchase insurance products recommended by Patriot Wealth through other, non-affiliated insurance agents.

The Patriot Financial Group: Other Investment Adviser Firm. Patriot Wealth's owner, Nicole Finlayson, also serves as an employee of The Patriot Financial Group, an SEC registered investment advisor firm ("PFG"). Patriot Wealth may refer certain Clients to PFG for related services. Neither Patriot Wealth nor its related persons shall receive compensation for any such referral made to PFG. However, any recommendation by Patriot Wealth or its related persons that a Client engage PFG presents a conflict of interest. No Client is under any obligation to engage the services of PFG.

Patriot Wealth does not receive, directly or indirectly, compensation from investment advisors that it recommends or selects for its Clients.

B. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Patriot Wealth maintains an investment policy relative to personal securities transactions. This investment policy is part of Patriot Wealth's overall Code of Ethics, which serves to establish a standard of business conduct for all of Patriot Wealth's representatives that is based upon fundamental principles of openness, integrity, honesty and trust, a copy of which is available upon request.

In accordance with Section 204A of the Investment Advisers Act of 1940, Patriot Wealth also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Patriot Wealth or any person associated with Patriot Wealth.

Neither Patriot Wealth nor any related person of Patriot Wealth recommends, buys, or sells for Client accounts, securities in which Patriot Wealth or any related person of Patriot Wealth has a material financial interest.

Patriot Wealth and/or representatives of Patriot Wealth may buy or sell securities that are also recommended to Clients. This practice creates a situation where Patriot Wealth and/or representatives of Patriot Wealth are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Patriot Wealth did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Patriot Wealth's Clients) and other potentially abusive practices.

Patriot Wealth has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Patriot Wealth's "Access Persons". Patriot Wealth's securities transaction policy requires that Access Person of Patriot Wealth must provide the Chief Compliance Officer or his/her designee with a written report of the their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date Patriot Wealth selects; provided, however that at any time that Patriot Wealth has only one Access Person, he or she shall not be required to submit any securities report described above.

Patriot Wealth and/or representatives of Patriot Wealth may buy or sell securities, at or around the same time as those securities are recommended to Clients. This practice creates a situation where Patriot Wealth and/or representatives of Patriot Wealth are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above, Patriot Wealth has a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of Patriot Wealth's Access Persons.

REVIEW OF ACCOUNTS

For those Clients to whom Patriot Wealth provides investment supervisory services, account reviews are conducted on an ongoing basis by Patriot Wealth's supervised persons. All investment supervisory Clients are advised that it remains their responsibility to advise Patriot Wealth of any changes in their investment objectives and/or financial situation. All Clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with Patriot Wealth on an annual basis.

Patriot Wealth may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in Client investment objectives and/or financial situation, market corrections and Client request.

Clients are provided, at least quarterly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer/custodian and/or program sponsor for the Client accounts. Patriot Wealth may also provide a written periodic report summarizing account activity and performance.

OTHER COMPENSATION

Research and Additional Benefits. Although not a material consideration when determining whether to recommend that a Client utilize the services of a particular broker-dealer/custodian, Patriot Wealth receives from Pershing (or another broker-dealer/custodian, investment platform, unaffiliated investment manager, vendor, unaffiliated product/fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist Patriot Wealth to better monitor and service Client accounts maintained at such institutions. Included within the support services that may be obtained by Patriot Wealth may be investment-related research, pricing information and market data, software and other technology that provide access to Client account data, compliance and/or practice management-related publications,

discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by Patriot Wealth in furtherance of its investment advisory business operations.

There is no corresponding commitment made by Patriot Wealth to Pershing or any other entity to invest any specific amount or percentage of Client assets in any specific mutual funds, securities or other investment products as result of the above arrangement.

Patriot Wealth does not compensate, directly or indirectly, any person, other than its representatives, for Client referrals.

FINANCIAL INFORMATION

Patriot Wealth does not solicit fees of more than \$1,200, per Client, six months or more in advance.

Patriot Wealth is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain Client accounts.

Patriot Wealth has not been the subject of a bankruptcy petition.

Item 10 Requirements for State-Registered Advisers

Neither Patriot Wealth nor its management persons has any relationship or arrangement with any issuer of securities.

Patriot Wealth's Chief Compliance Officer, Nicole Finlayson, remains available to address any questions that a Client or prospective Client may have regarding the above disclosures and arrangements.