

Patriot Wealth Strategies, LLC

ADV Part 2A, Firm Brochure

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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 19 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.

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Item 4 Advisory Business

- A. Patriot Wealth Strategies, LLC (“Patriot Wealth”) is a limited liability company formed in the Commonwealth of Massachusetts. Patriot Wealth became a registered investment adviser in September 2019. Patriot Wealth is owned by Nicole Finlayson.
- B. Patriot Wealth offers services through its investment advisory representatives (“Advisers”). Advisers may have their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials and/or Client statements.

INVESTMENT MANAGEMENT SERVICES

Patriot Wealth provides customized investment advisory solutions for its Clients on either a discretionary or non-discretionary non-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.

Patriot Wealth generally constructs portfolios consisting of mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. Our Advisers may also utilize individual stocks, bonds, variable annuity sub-accounts, real estate investment trusts (“REITs”) and other types of investments, as appropriate to meet the needs of our Clients.

THE PATRIOT WEALTH STRATEGIES WRAP FEE PROGRAM

Patriot Wealth also provides investment management services on a wrap fee basis in accordance with Patriot Wealth’s investment management wrap fee program (the “Program”). The services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure a copy of which is presented to all prospective Program Clients. Under the Program, Patriot Wealth is able to offer participants discretionary or non-discretionary investment management services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment management fees.

The terms and conditions for Client participation in the Program are set forth in detail in the Wrap Fee Program Brochure, which is presented to all prospective Program participants in accordance with the disclosure requirements of Part 2A Appendix 1 of Form ADV. All prospective Program participants should read both Patriot Wealth’s Brochure and the Wrap Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program.

As indicated in the Wrap Fee Program Brochure, participation in the Program may cost more or less than purchasing such services separately. As also indicated in the Wrap Fee Program Brochure, the Program fee charged by Patriot Wealth for participation in the Program may be higher or lower than those charged by other sponsors of comparable wrap fee programs.

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 10.C). 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.

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 advisor, 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.

- C. Patriot Wealth shall provide investment advisory services specific to the needs of each Client. Prior to providing investment advisory services, an investment adviser representative will ascertain each Client's investment objective(s). Thereafter, Patriot Wealth shall allocate and/or recommend that the Client allocate investment assets consistent with the designated investment objective(s). The Client may, at any time, impose reasonable restrictions, in writing, on Patriot Wealth's services.
- D. **Wrap Program-Conflict of Interest.** As discussed above, Patriot Wealth may provide 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. When managing a Client's account on a wrap fee basis, Patriot shall receive as payment for its investment advisory services, the balance of the wrap fee after all other costs incorporated into the wrap fee have been deducted. Participation in a wrap program may cost the Client more or less than purchasing such services separately. The terms and conditions of a wrap program engagement are more fully discussed in Patriot Wealth's Wrap Fee Program Brochure.

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. See separate Wrap Fee Program Brochure.

- E. As of February 19, 2020, Patriot Wealth had \$0 in assets under management on a discretionary basis and \$0 in assets under management on a non-discretionary basis.

Item 5 Fees and Compensation

A.

INVESTMENT MANAGEMENT SERVICES

Patriot Wealth's investment advisory fees for discretionary or non-discretionary investment management services on a non-wrap fee basis are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment advisory agreement.

Investment advisory fees are negotiable and range up to 2.50% annually, based on several objective and subjective factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Adviser. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee. **See Fee Differential** disclosure below.

THE PATRIOT WEALTH STRATEGIES WRAP FEE PROGRAM

Patriot Wealth also provides investment management services on a wrap fee basis in accordance with Patriot Wealth's Program, the services offered under, and the corresponding terms and conditions pertaining to, the Program are discussed in the Wrap Fee Program Brochure, a copy of which is presented to all prospective Program participants. 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%, based on several objective and subjective factors, including: the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Adviser. **See Fee Differential** disclosure below.

Fee Differentials. As discussed above, Patriot Wealth shall receive an investment advisory fee based upon a percentage (%) of the market value of the assets placed under management, on either a wrap or non-wrap basis (between negotiable and 2.50%). However, fees shall vary depending upon various objective and subjective factors, including but not limited to: 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.

FINANCIAL PLANNING SERVICES

Patriot Wealth offers financial planning services either on an hourly or fixed fee basis. Hourly engagements range up to \$500 per hour. Fixed fee engagements are offered based on the expected effort and duration at the Adviser's hourly rate. Fees may be negotiable based on the on the nature and complexity of the services to be provided and the overall relationship with the Adviser. An estimate for total hours and total costs will be provided to the Client prior to engaging for these services.

Financial planning fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of the agreed upon deliverable(s).

CONSULTING SERVICES

Patriot Wealth offers hourly consulting services on an hourly basis. Hourly engagements range up to \$500 per hour. Fees may be negotiable based on the on the nature and complexity of the services to be provided and the overall relationship with the Adviser.

Hourly consulting fees may be invoiced up to fifty percent (50%) of the expected total fee upon execution of the financial planning agreement. The balance shall be invoiced upon completion of consulting services.

RETIREMENT PLAN ADVISORY SERVICES

For Retirement Plan Consulting services the fee may be based on a percentage of the assets held in the Plan (fixed rate or tiered schedule up to 1.25% annually), on an hourly basis (up to \$400 per hour), or on a flat rate basis, as negotiated between the Plan and Patriot Wealth.

The fee will be payable in advance or in arrears and shall be due either quarterly or monthly, as agreed upon by Patriot Wealth. Fees may be directly invoiced to the Plan Sponsor or deducted from the account of each Plan Participant depending on the terms of the retirement plan advisory agreement. If asset based fees are negotiated, the fee payment generally will be based on the value of the Plan assets as of the close of business on the last business day of the period as valued by the custodian of the assets. However, if the fee is paid by the Plan or the Client through a third-party service provider, such fee will be calculated as determined by the provider. If the fee is paid prior to the services being provided, the Plan will be entitled to a prorated refund of any prepaid fees for services not received upon termination of the Client agreement.

- B. Clients may elect to have Patriot Wealth's advisory fees deducted from their custodial account. The Client shall instruct the Custodian to automatically deduct the investment advisory fee from the Client's account[s] for each billing period and pay the investment advisory fee[s] to Patriot Wealth. Investment advisory fees are calculated by the Custodian and deducted from the Client's account[s]. The Custodian will utilize the fee rate, as defined in the advisory agreement, to indicate the fee 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 Patriot Wealth at the end of the prior quarter. The investment advisory fee in the first quarter of service is prorated from the inception date of the account(s) to the end of the first quarter.

Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's quarterly statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting the Custodian to pay Patriot Wealth by direct deduction from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

In the limited event that Patriot Wealth bills the Client directly, payment is due upon receipt of Patriot Wealth's invoice.

- C. As discussed below, unless the Client directs otherwise or an individual Client's circumstances require, Patriot Wealth shall generally recommend that TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade") or Charles Schwab & Co., Inc. ("Schwab") (collectively the "Custodians") serve as the broker-dealer/custodian for a Client's investment management assets. Broker-dealers such as TD Ameritrade and Schwab charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions).

Clients who choose to engage Patriot Wealth on a wrap fee basis will not incur brokerage commissions and/or transaction fees in addition to Patriot Wealth's advisory fee.

Relative to all mutual fund and exchange traded fund purchases, all Clients (wrap or non-wrap) will incur additional expenses with regard to charges imposed at the fund level (e.g. management fees and other fund expenses).

- D. Patriot Wealth's annual investment advisory fee shall be prorated and generally paid quarterly, in advance, based upon the market value of the Client's as of the last business day of the preceding quarter. Patriot Wealth does not impose a minimum asset requirement for financial planning, hourly consulting, participant consulting or research services. 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.

The engagement between Patriot Wealth and the Client will continue in effect until terminated by either party by written notice in accordance with the terms of the Agreement or the completion of contracted Financial Planning or Consulting services.

To the extent appropriate, upon termination, Patriot Wealth shall refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter.

- E. Neither the Registrant, nor its representatives, accepts compensation from the sale of securities or other investment products.

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

We do not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) at this time.

Item 7 Types of Clients

Patriot Wealth's Clients shall generally include individuals, small businesses and high net worth individuals as well as pension and profit sharing plans.

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

A. Patriot Wealth may 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 may 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. Investing in securities involves risk of loss that Clients should be prepared to bear. 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).

B. 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.

- C. 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. Each Client has the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio.

Item 9 Disciplinary Information

Neither Patriot Wealth, nor its management persons have been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

- A. Neither the Registrant, nor its representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B. Neither Patriot Wealth, nor its representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C. **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.

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

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

- A. 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.

- B. 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.
- C. Patriot Wealth and/or representatives of Patriot Wealth may buy or sell securities that are also recommended to Clients. This practice may create 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 an Access Person of

Patriot Wealth must provide the Chief Compliance Officer or his/her designee with a written report of 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.

- D. 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 in Item 11C, 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.

Item 12 Brokerage Practices

- A. In the event that the Client requests that Patriot Wealth recommend a broker-dealer/custodian for execution and/or custodial services (exclusive of those Clients that may direct Patriot Wealth to use a specific broker-dealer/custodian), Patriot Wealth generally recommends that investment management accounts be maintained at TD Ameritrade or Schwab. Prior to engaging Patriot Wealth to provide investment management services, the Client will be required to enter into a formal Investment Management Agreement with Patriot Wealth setting forth the terms and conditions under which Patriot Wealth shall manage the Client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that Patriot Wealth considers in recommending TD Ameritrade and Schwab (or any other broker-dealer/custodian to Clients) include historical relationship with Patriot Wealth, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and/or transaction fees paid by Patriot Wealth's Clients shall comply with Patriot Wealth's duty to seek best execution, a Client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where Patriot Wealth determines, in good faith, that the commission/transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Patriot Wealth will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for Client account transactions. The brokerage commissions or transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, Patriot Wealth's investment management fee. Patriot Wealth's best execution responsibility is qualified if securities that it purchases for Client accounts are mutual funds that trade at net asset value as determined at the daily market close.

1. 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 TD Ameritrade and Schwab (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.

As indicated above, certain of the support services and/or products received may assist Patriot Wealth in managing and administering Client accounts. Others do not directly provide such assistance, but rather assist Patriot Wealth to manage and further develop its business enterprise.

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.

2. Patriot Wealth does not receive referrals from broker-dealers.
3. Patriot Wealth does not generally accept directed brokerage arrangements (when a Client requires that account transactions be effected through a specific broker-dealer). In such Client directed arrangements the Client will negotiate terms and arrangements for their account with that broker-dealer, and Patriot Wealth will not seek better execution services or prices from other broker-dealers or be able to "batch" the Client's transactions for execution through other broker-dealers with orders for other accounts managed by Patriot Wealth. As a result, Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

In the event that the Client directs Patriot Wealth to effect securities transactions for the Client's accounts through a specific broker-dealer, the Client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the Client determined to effect account transactions through alternative clearing arrangements that may be available through Patriot Wealth. Higher transaction costs adversely impact account performance.

Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

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 arrangement.

- B. To the extent that Patriot Wealth provides investment management services to its Clients, the transactions for each Client account generally will be effected independently, unless Patriot Wealth decides to purchase or sell the same securities for several Clients at

approximately the same time. Patriot Wealth may (but is not obligated to) combine or “bunch” such orders to seek best execution, to negotiate more favorable commission rates or to allocate equitably among Patriot Wealth’s Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Clients in proportion to the purchase and sale orders placed for each Client account on any given day. Patriot Wealth shall not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. 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.
- B. 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.
- C. 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.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12A above, Patriot Wealth receives an economic benefit from TD Ameritrade or Schwab. Patriot Wealth, without cost (and/or at a discount), receives support services and/or products from TD Ameritrade or Schwab.

There is no corresponding commitment made by Patriot Wealth to Pershing or any other any 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’s Chief Compliance Officer, Nicole Finlayson, remains available to address any questions that a Client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.

- B. If a Client is introduced to Patriot Wealth by either an unaffiliated or an affiliated solicitor, Patriot Wealth may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940, and any corresponding state securities law requirements. Any such referral fee shall be paid solely from Patriot Wealth’s investment management fee, and shall not result in any additional charge to the Client. If the Client is introduced to Patriot Wealth by an unaffiliated solicitor, the solicitor, at the time of the solicitation, shall disclose the nature of their solicitor relationship, and

shall provide each prospective Client with a copy of Patriot Wealth's written Brochure with a copy of the written disclosure statement from the solicitor to the Client disclosing the terms of the solicitation arrangement between Patriot Wealth and the solicitor, including the compensation to be received by the solicitor from Patriot Wealth.

Item 15 Custody

Patriot Wealth shall have the ability to have its advisory fee for each Client debited by the custodian on a quarterly basis. 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.

To the extent that Patriot Wealth provides Clients with periodic account statements or reports, the Client is urged to compare any statement or report provided by Patriot Wealth with the account statements received from the account custodian.

The account custodian does not verify the accuracy of Patriot Wealth's advisory fee calculation.

Item 16 Investment Discretion

The Client can determine to engage Patriot Wealth to provide investment advisory services on a discretionary basis. Prior to Patriot Wealth assuming discretionary authority over a Client's account, the Client shall be required to execute an Agreement, naming Patriot Wealth as the Client's attorney and agent in fact, granting Patriot Wealth full authority to buy, sell, or otherwise effect investment transactions involving the assets in the Client's name found in the discretionary account.

Clients who engage Patriot Wealth on a discretionary basis may, at any time, impose restrictions, in writing, on Patriot Wealth's discretionary authority. (i.e. limit the types/amounts of particular securities purchased for their account, exclude the ability to purchase securities with an inverse relationship to the market, limit or proscribe Patriot Wealth's use of margin, etc.).

Item 17 Voting Client Securities

- A. 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.

- B. 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 18 Financial Information

- A. Patriot Wealth does not solicit fees of more than \$1,200, per Client, six months or more in advance.
- B. 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.
- C. Patriot Wealth has not been the subject of a bankruptcy petition.

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.

Item 19 Requirements for State-Registered Advisors

- A. Nicole Finlayson is Patriot Wealth's managing member. Ms. Finlayson graduated from Bentley University in 2009 with a Bachelor of Science degree in Information Design and Corporate Communications. She has also been employed as Chief Operating Officer of The Patriot Financial Group since July of 2017. From July of 2013 to July of 2017, Ms. Finlayson was employed as a Transition Specialist of Commonwealth Financial Group.
- B. Patriot Wealth is not actively engaged in any other business other than as set forth herein.
- C. Neither Patriot Wealth nor its representatives accept performance-based fees.
- D. Neither Patriot Wealth nor its management persons has been the subject of any disciplinary actions.
- E. Neither Patriot Wealth nor its management persons has any relationship or arrangement with any issuer of securities.