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April 12, 2021

Form ADV Part 2A
Brochure

This brochure provides information about the qualifications and business practices of Bone Fide Wealth, LLC. If you have any questions about the contents of this Brochure, please contact Douglas A. Boneparth at 212-390-1161 and/or douglas@bonefidewealth.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Bone Fide Wealth, LLC also is available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Bone Fide Wealth, LLC is 301066.

Any references to Bone Fide Wealth, LLC as a registered investment adviser or its related persons as registered Advisory Representatives does not imply a certain level of skill or training.

Item 2 Material Changes

At least annually, this section will discuss only specific material changes that are made to the Bone Fide Wealth, LLC ("Bone Fide Wealth") brochure and provide you with a summary of such changes. Additionally, reference to the date of the last annual update to this brochure will be provided.

Our last annual updating amendment occurred on March 19, 2020. Since that date, we made the following changes:

March 2021

- Item 4 was revised to describe the BFW Wrap Fee Program, a multi-custodial platform which offers access to a variety of investments. We updated our Third Party Management Services section to add the Managed Account Marketplace ("Marketplace") platform. Through Schwab, this platform offers Bone Fide Wealth access to a variety of money managers with different investment styles and strategies. We also updated the amount of client assets under our asset management services.
- Item 5 was updated to disclose that Account values in the Commonwealth Financial Practice 360 reporting system will be used for Bone Fide Wealth's quarterly fee calculation for advisory accounts custodied at National Financial Services (NFS).
- Item 8 was revised to include the risks associated with the use of Third Party Money Managers, real estate investment trusts, limited partnerships, derivatives, and private placements.
- Item 12 was updated to reflect that we entered into a custodial agreement with Charles Schwab & Co., Inc. ("Schwab").
- In Item 14, we disclose that we receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisers whose clients maintain their accounts at Schwab.
- Item 20 was added to disclose that in the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred and that we do not provide advice regarding class action lawsuits.

At any time, you can obtain a copy of our updated brochure and brochure supplement, free of charge, by contacting us at 212-390-1161 and/or douglas@bonefidewealth.com.

Additional information on Bone Fide Wealth is also available via the SEC's website www.adviserinfo.sec.gov. The IARD number for Bone Fide Wealth is 301066.

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Item 4 Advisory Business

Bone Fide Wealth, LLC, (hereinafter referred to as "Bone Fide Wealth") is an independent investment advisory firm specializing in financial life planning services customized to the particular needs of millennials, young professionals and entrepreneurs. We offer asset management services to clients and, when appropriate, we refer clients to third party asset management services.

As used in this brochure, the words "we," "our," and "us" refer to Bone Fide Wealth and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term Associated Person in this brochure. Our Associated Persons are our firm's officers, employees, and Advisory Representatives, i.e., all individuals providing investment advice on behalf of our firm.

Bone Fide Wealth has entered into an agreement with Commonwealth Financial Network, a FINRA-registered broker-dealer and SEC-registered investment adviser ("Commonwealth"), to offer our clients access to Commonwealth's PPS Custom Account Program, PPS Select Account Program, PPS Direct Account Program, and Retirement Plan Consulting Services. Additional information about these programs appears below. Clients who participate in one or more of Commonwealth's programs will receive Commonwealth's Form ADV Part 2A and/or Wrap Fee Brochure, in addition to Bone Fide Wealth's Form ADV Part 2A and Wrap Fee Brochure. Clients should refer to Commonwealth's Form ADV Part 2A and/or Wrap Fee Brochure for detailed information about Commonwealth and Commonwealth's programs. There is no affiliation between Bone Fide Wealth and Commonwealth.

A. Bone Fide Wealth, LLC is a limited liability company that was created in 2016 and filed for investment adviser registration with the Securities and Exchange Commission in August 2019. Douglas A. Boneparth, CRD number 4790408, is the President and sole Advisory Representative. Douglas has been in the financial services industry since 2005. Additional business information about Douglas is disclosed on the Brochure Supplement attached to this brochure.

B. Bone Fide Wealth offers the following advisory services, with each service more fully described below:

- Financial Planning Services
- Financial Education Seminars
- Retirement Plan Consulting Services
- Asset Management Services
- Sub-Advisory and Third Party Management Services

Financial Planning Services

Bone Fide Wealth provides comprehensive financial planning services based on your financial and tax status, age, risk tolerance, investment objectives and goals. Depending upon your needs, our advice includes topics such as:

- Goals- and values-based financial planning
- Retirement analysis and planning
- Asset management
- Risk analysis and insurance planning
- Tax planning analysis strategies in partnership with your CPA
- Long-term care analysis

- Education funding strategies
- Estate planning analysis in partnership with your estate planning attorney
- Cash flow and debt analysis
- Legacy planning
- Benefits and retirement plan customization for professional and small businesses

Our services are broad or focused on one or more topics to address your unique situation.

The financial planning process begins with an initial complimentary consultation to assess if we can help you with your specific needs. If you decide to engage us for services, you will be required to sign our advisory agreement outlining the relationship and specifying our fee.

Planning services are based on your financial situation at the time and on financial information disclosed by you to Bone Fide Wealth. Certain assumptions will be made with respect to interest and inflation rates and use of past trends and performance of the market and economy. However, past performance is in no way an indication of future performance. Bone Fide Wealth cannot offer any guarantees or promises that your financial goals and objectives will be met. Further, should you choose to engage our firm for ongoing financial planning services, we will continue to review the plan and update it based upon changes in your financial situation, goals, or objectives or changes in the economy. If your financial situation or investment goals or objectives change, you must notify us promptly of the changes. The advice offered by Bone Fide Wealth is limited. Based on your specific needs or situation you are advised to seek the services of other professionals such as an insurance adviser, attorney and/or accountant.

The financial plan recommendations made by our Advisory Representative are not limited to any particular type of investment; however, our investment recommendations primarily include mutual funds and exchange traded funds (ETFs). Stocks, bonds, certificates of deposits, government securities money markets, annuities, REITs, and options are recommended, as appropriate. We also give advice on investments on 529 plans, or other investments not listed.

You are not obligated to implement advice through Bone Fide Wealth or its Advisory Representative. You have the right to decide whether or not to implement our advice and the right to consult with other financial professionals for implementation. If you do choose to implement the plan with our Advisory Representative, he will receive compensation in addition to the advisory fee you paid for financial planning services.

Bone Fide Wealth has entered into an agreement with Commonwealth to offer Commonwealth's retirement plan consulting program.

Retirement Plan Consulting

Bone Fide Wealth offers a fee-for-service consulting program whereby our Advisory Representative provides one-time or ongoing advisory services to qualified retirement plans. Through the Program, we assist plan sponsors with their fiduciary duties and provide individualized advice based upon the needs of the plan and/or plan participants regarding investment management matters, such as:

- Investment policy statement support
- Investment selection and monitoring
- Overall portfolio composition

- Participant advice programs

Refer to Commonwealth's Form ADV Part 2 for detailed information about Commonwealth's Retirement Plan Consulting Program.

Financial Education Seminars

We may conduct financial education seminars on topics such as cash management, protection planning, investment planning, retirement planning, tax planning, and estate planning. We may partner with attorneys and other professionals to offer these seminars. Seminar participants may subsequently choose to participate in a complimentary initial consultation with us. The consultation will consist of a general review of your financial situation, issues, and concerns. We will also explain the services we offer.

Asset Management Services

Bone Fide Wealth will complete its analysis of your situation as described in Item 4.C below. When appropriate, our Advisory Representative will offer you our Bone Fide Wealth asset management service. Our Advisory Representative will determine an asset allocation customized to your financial goals, objectives, and risk tolerance. We will customize your portfolio allocation taking into consideration your limitations or restrictions, the market and economy at the time, and your financial situation, goals and objectives.

Since our investment strategies and advice are based on each Client's specific financial situation, the investment advice we provide to you may be different or conflicting with the advice we give to other clients regarding the same security or investment.

We will schedule a meeting with you and present the recommended portfolio allocation. Upon your approval, we will implement the initial portfolio allocation. After we implement the initial portfolio allocation, with your written approval as indicated in the Advisory Agreement, we will provide continuous and ongoing management of your account using our own discretion to determine any changes to the account. Bone Fide Wealth will manage the account and will make changes to the allocation as deemed appropriate by the firm and your Advisory Representative. Bone Fide Wealth will determine the securities to be purchased and sold in the account and will alter the securities holdings from time to time, without prior consultation with you. Depending on your specific goals and objectives, we will generally hold positions in your account for a long term, even more than a year, or we may actively trade some securities holding such positions for periods of 30 days or less.

Our Advisory Representative primarily uses open-ended mutual funds including no-load and load-waived or mutual funds purchased at net asset value (NAV) and exchange traded funds (ETFs). However, managed accounts are not exclusively limited to mutual funds/ETFs and include stocks, bonds, certificates of deposits, government securities, money markets, options, alternative investments and direct indexing platforms or other products as are suitable based on your goals and objectives.

Transactions in the account, account reallocations and rebalancing may trigger a taxable event, with the exception of IRA accounts, 403(b) accounts, and other qualified retirement accounts.

Sub-Advisory and Third Party Management Services

We will gather information regarding your investment objectives, goals, time horizon and risk tolerance to assess your suitability for this service. Based on our analysis of your situation, and if appropriate, we will refer you to a Sub-Adviser and/or Third Party Management (collectively referred to as "Manager") service.

Bone Fide Wealth will review the Managers on a quarterly basis and monitor their results in a variety of markets. The Manager must be appropriately licensed as an Investment Adviser with the U.S. Securities and Exchange Commission or state(s) in which they conduct business.

We have a relationship with Commonwealth who provides access to various Managers. In the case of the PPS Select Account Program, Bone Fide Wealth will assist clients in selecting a portfolio option appropriate for the client's risk tolerance, while portfolio management is provided by Commonwealth's Asset Management team acting in the role of Sub-Adviser. In the case of the PPS Direct Account Program, Bone Fide Wealth offers the services of other money management firms to assist in managing Client portfolios.

In addition to Commonwealth, we have a relationship with Charles Schwab and Co., Inc. ("Schwab") who provides access to the Managed Account Marketplace ("Marketplace") platform. This open architecture platform offers Bone Fide Wealth access to a variety of separate account managers and turnkey asset management providers with different investment styles and strategies.

Our Advisory Representative will help you complete the documents in order to use the services of the Manager. We will assist you in monitoring your account with the Manager and act as a communication conduit between you and the Manager. Periodically, we will review reports provided to you. Additionally, we will contact you at least annually to review your financial situation and objectives; reassess the Manager's and your continued suitability for the service; communicate information to the Manager managing the account as warranted; and assist you in understanding and evaluating the services provided by the Manager. You are expected to notify us of any changes in your financial situation, investment objectives, or account restrictions.

In this relationship, Bone Fide Wealth will not directly conduct any securities transactions on your behalf or participate directly in the selection of the securities to be purchased or sold for your account. The Manager will make investment decisions according to the agreement between you and the manager. The Manager will charge you advisory fees according to their fee schedule as disclosed in the Manager's disclosure brochure. These fees are separate and apart from Bone Fide Wealth's fees. Please refer to Item 5, Fees and Compensation, for further information regarding the Managers.

C. We tailor the advisory services we offer to your individual needs. You may impose restrictions and/or limitations on investing in certain securities or types of securities. Your specific information is obtained during our in-person-interviews. The information gathered by Bone Fide Wealth will assist the firm in providing you with the requested services and customize the services to your financial situation. Depending on the services you have requested, we will gather various financial information and history from you including, but not limited to:

- Retirement and financial goals
- Investment objectives
- Investment horizon
- Existing portfolio statements, including retirement account information

- Financial needs
- Tax bracket information
- Cash flow analysis
- Cost of living needs
- Savings tendencies
- Communication style preferences
- Other applicable financial information required by our Advisory Representative in order to provide the investment advisory services you have requested.

With most clients, there will be more than one meeting with possibly as many as 3-4 meetings, depending on the scope of the engagement and the number of iterations of a plan. Generally, all recommendations will be made and discussed with you during our meetings.

We also use a data gathering questionnaire coupled with extensive conversations regarding market movement to be expected for different target allocations and timeline of goals to be achieved on behalf of client.

We will spend several hours in our discovery process with you to understand your motivations, desires, values and goals. Your financial plan will be generated in partnership with you to include these important aspects. We will coach you through the implementation of the plan, monitor the progress, and interact with your accountant and attorney, as warranted.

D. Bone Fide Wealth provides asset management services under a wrap fee program. As well, the asset management services we offer via the Sub-Adviser and/or a Third Party Manager offers wrap fee programs that we may recommend to you. Clients electing to participate in a wrap fee program will receive asset management services and execution of securities transactions for a single fee. For more complete information, read the wrap fee program disclosure brochure (Part 2A Appendix 1) prepared by the program sponsor.

E. As of February 23, 2021, Bone Fide Wealth manages \$79,218,000 in client assets on a discretionary basis.

General Information

The investment recommendations and advice offered by Bone Fide Wealth and your Advisory Representative are not legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. Our primary goal is to help our clients identify and pursue their financial goals, and enhance the overall quality of their lives.

IRA Rollover Considerations

As part of our financial planning and advisory services, we provide you with recommendations and advice concerning your employer retirement plan or other qualified retirement account. When appropriate, we recommend that you withdraw the assets from your employer's retirement plan or other qualified retirement account and roll the assets over to an individual retirement account ("IRA") to be managed by Bone Fide Wealth or a Third-Party Manager that we recommend. If you elect to roll the assets to an IRA under our management, we will charge you an asset-based fee as described in Item 5. This practice presents a conflict of interest because our Advisory Representative has an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely

based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Furthermore, if you do complete the rollover, you are under no obligation to have your IRA assets managed under our program or a Third-Party Managed Program. You have the right to decide whether or not to complete the rollover and the right to consult with other financial professionals.

Some employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of each.

An employee will typically have four options:

1. Leave the funds in your employer's (former employer's) plan.
2. Roll over the funds to a new employer's retirement plan.
3. Cash out and take a taxable distribution from the plan.
4. Roll the funds into an IRA rollover account.

Each of these options has advantages and disadvantages. Before making a change, we encourage you to speak with your financial advisor, CPA and/or tax attorney.

Before rolling over your retirement funds to an IRA for us to manage or to a Third-Party Managed Program, carefully consider the following. NOTE: This list is not exhaustive.

1. Determine whether the investment options in your employer's retirement plan address your needs or whether other types of investments are needed.
 - a. Employer retirement plans generally have a more limited investment menu than IRAs.
 - b. Employer retirement plans may have unique investment options not available to the public, such as employer securities or previously closed funds.
2. Your current plan may have lower fees than our fee and/or the Third-Party Manager's fee combined.
 - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
 - b. You should understand the various products and services available through an IRA provider and their costs.
 - c. It is likely you will not be charged a management fee and will not receive ongoing asset management services unless you elect to have such services. If your plan offers management services, the fee associated with the service may be more or less than our fee and/or the Third-Party Manager's fee combined.
3. The Third-Party Manager's or our management strategy may have higher risk than the options provided to you in your plan.
4. Your current plan may offer financial advice, guidance, management and/or portfolio options at no additional cost.
5. If you keep your assets titled in a 401(k) or retirement account, you could potentially delay your required minimum distribution beyond age 72.
6. Your 401(k) may offer more liability protection than a rollover IRA; each state varies. Generally, Federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies; however, there can be exceptions. Consult an attorney if you are concerned about protecting your retirement plan assets from creditors.

7. You may be able to take out a loan on your 401(k), but not from an IRA.
8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or a home purchase.
9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
10. Your plan may allow you to hire us or another firm as the manager and keep the assets titled in the plan name.

It is important that you understand your options, their features and their differences, and decide whether a rollover is best for you. If you have questions, contact us at our main number listed on the cover page of this brochure.

Clients should be aware that the compensation to Bone Fide Wealth and your Advisory Representative will differ according to the specific advisory program chosen. This compensation to Bone Fide Wealth and your Advisory Representative may be more than the amounts we would otherwise receive if you participated in another program or paid for investment advice, brokerage, and/or other relevant services separately. As a result of the differences in fee schedules and other sources of compensation that exist among the various advisory programs and services offered by Bone Fide Wealth and your Advisory Representative, Bone Fide Wealth and your Advisory Representative have a financial incentive to recommend a particular program or service over other programs or services.

Program Choices and Conflicts of Interest

Clients should be aware that the compensation to Bone Fide Wealth and your Advisory Representative will differ according to the specific advisory program chosen. This compensation to Bone Fide Wealth and your Advisory Representative may be more than the amounts we would otherwise receive if you participated in another program or paid for investment advice, brokerage, and/or other relevant services separately. As a result of the differences in fee schedules and other sources of compensation that exist among the various advisory programs and services offered by Bone Fide Wealth and your Advisory Representative, Bone Fide Wealth and your Advisory Representative have a financial incentive to recommend a particular program or service over other programs or services.

As discussed in detail in this brochure, Bone Fide Wealth has chosen to partner with Commonwealth to provide certain services, including but not limited to fee billing and account performance reporting, to Bone Fide Wealth and our clients. For the services it provides, Commonwealth charges Bone Fide Wealth an administrative fee at the same time clients are charged asset-based fees. The administrative fee is charged to and paid by the Advisory Representative rather than clients and is calculated as a percentage of the total account assets, including cash and money market positions, held by clients. The administrative fee covers Commonwealth's maintenance costs associated with performance reporting, account reconciliation, auditing, and quarterly statements. Commonwealth offers its Advisory Representatives administrative fee discounts based on their total assets under management. As they grow their fee-based business on which Commonwealth provides administrative services, Commonwealth's economies of scale are shared with Advisory Representatives by reducing the percentage amount of administrative fees that would otherwise be charged to them. Advisory Representatives are offered discounts on the administrative fee when they reach specified asset levels.

These discounts in administrative fees and higher payouts for reaching various assets under management levels present a conflict of interest because they provide a financial incentive for Bone Fide Wealth to recommend either its own asset management program or Commonwealth's programs over other available managed or wrap account programs that do not offer such discounts or higher payouts to Bone Fide Wealth.

Item 5 Fees And Compensation

A. When engaging Bone Fide Wealth to be your advisory partner, we offer different fee arrangements to meet your individual situation and specific needs.

Financial Planning Services

Fees for planning services are strictly for planning services. Therefore, you may pay fees for additional services obtained such as asset management.

Bone Fide Wealth offers financial planning services on a flat retainer fee, monthly subscription fee and an hourly fee basis.

A comprehensive, annual financial planning fee will be determined based on your individual needs and planning complexity. The typical planning fee generally ranges from \$2,000 to \$10,000. Your specific fee will be stated in your advisory contract. This fee is billed quarterly in advance.

Our \$350 monthly subscription fee is billed monthly in advance and incorporates both our comprehensive financial planning service and our asset management service. This service is most suitable for clients who have a need for comprehensive financial planning and currently have less than \$500,000 of investable assets. Included in your subscription fee is the management of assets up to \$500,000.

Once your investable assets exceed this amount, you will transition to our Asset Management fee schedule described below and no longer pay a financial planning fee. The subscription fee will cease at the end of the calendar quarter when the asset management fee commences. For example, the account of a client who is paying the \$350 monthly subscription fee has grown to \$550,000 in July. Client will be assessed the \$350 subscription fee on August 1st and September 1st. Beginning October 1st, the client will no longer pay the monthly subscription fee. Instead, the client will pay a quarterly asset management fee of 1.00% annually based on the value of the account on the last business day of September, followed by each calendar quarter end thereafter.

Lastly, we also offer planning/consulting services on an hourly fee basis. This service is available to clients who have a specific need regarding one or a group of planning topics only. Our hourly fee is \$350. Our fees are negotiable and are payable upon completion of project or at the end of each month (or other agreed upon time) as invoiced by Bone Fide Wealth.

Financial Education Seminars

Financial education seminar fees assessed to the company sponsoring the seminar generally range from \$2,500 to \$5,000. There is no charge to the seminar participants.

Retirement Plan Consulting

Retirement Plan Consulting services are available on a negotiated hourly, flat, fixed, or asset-based fee basis. The maximum annual account consulting fee, when stated as a percentage of assets, is 1.00% and is negotiable. Fees may be paid at the time of service, in advance of service, or after service has been rendered. If fees are being charged on an hourly basis, they may not exceed \$500 per hour.

Asset Management Services

Our fees are negotiable and are not based on a share of capital gains or capital appreciation of the funds or any portion of the funds in your account.

Our Fee Schedule is as follows:

Account Size	Maximum Annual Fee
\$0 to \$10,000,000	1.00%*
Over \$10,000,000	negotiable

*note (0% on first \$500,000 for Subscription Fee clients)

Your annual fee is based on an aggregate value* of all managed accounts within your established household, including those managed by Third Party Managers. For these multiple accounts, we can deduct an aggregated advisory fee from one selected account, if you direct us to do so.

*Account values in the Commonwealth Financial Practice 360 reporting system will be used for Bone Fide Wealth's quarterly fee calculations for advisory accounts custodied at National Financial Services (NFS) or Schwab. Although account holdings and asset valuations should generally match, month-end market values reflected in Commonwealth's Practice 360 reporting system sometimes differ from those provided by NFS or Schwab on their month-end statements. The three most common reasons why these values may differ are (i) differences in the manner in which accrued interest is calculated, (ii) differences in the date upon which "as of" dividends and capital gains are reported, and (iii) differences in whether settlement date valuations or trade date valuations are used. If you have any questions or believe there are material discrepancies between your custodial statement and Commonwealth's Practice 360 reporting system, please contact Bone Fide Wealth at 212-390-1161. The Commonwealth Practice 360 report valuations are available online via your Investor 360 account or you may request a copy from your Bone Fide Wealth Advisory Representative.

We sometimes make exceptions to our general fee schedule under certain circumstances (e.g., responsibilities involved, accounts or groups of accounts which are expected to have significant capital additions in the future, anticipated future earning capacity, related accounts, account composition, pre-existing client, account retention, pro bono activities, etc.). In such cases, lower fees or different payment arrangements can be negotiated with each client separately and will be described in the client's advisory agreement.

You may make additions to the account or withdrawals from the account, provided the account continues to meet minimum account size requirements. No fee adjustments will be made during the quarter for additional deposits, partial withdrawals, or for account appreciation or depreciation due to market fluctuation.

Termination Provisions

You may terminate our advisory services, without penalty, upon verbal or written notice within five (5) business days after entering into the advisory agreement with Bone Fide Wealth. You will, however, be responsible for any fees and charges incurred from third parties as a result of maintaining the account, such as account maintenance or custodial fees. Thereafter, you or Bone Fide Wealth may terminate investment advisory services upon 30 days written notice to terminate to the other party. You will be responsible for any time spent by Bone Fide Wealth in providing advisory services or analyzing your situation. If you terminate investment advisory services during a quarter, you will be charged a pro-rata portion of the advisory fee for the quarter up to the date of termination. Unearned prepaid fees will be refunded to you upon termination for any reason. Refunds will not be provided for work that has already been performed.

Sub-Advisory and Third Party Management Services

When appropriate, we will recommend the services of a Sub-Adviser and/or Third Party Management (collectively referred to as "Manager") service with which Bone Fide Wealth has an agreement.

Bone Fide Wealth's advisory fee is based on a percentage of the assets under the Manager's management. The fee will vary based on the amount of aggregated assets for each household under the Manager's management and the management style selected (active versus passive management).

Your total fee will be comprised of Bone Fide Wealth's fee described above and the Manager's fee. However, the total fee charged by both parties will not exceed 3% of your assets under management per year.

You may pay additional fees such as custodial and termination fees. For complete information regarding the fees and services rendered, please refer to Bone Fide Wealth's advisory agreement in concert with the Disclosure Brochure and agreement for the Manager.

The Manager must be appropriately licensed as an Investment Adviser with the SEC or states in which they conduct business. Clients selecting a "wrap fee" program may pay fees in excess of the combined total of separate advisory fees and brokerage commissions paid on a transactional basis. If a "wrap fee" program is not selected, clients may incur fees in addition to those charged by the Manager such as transaction fees charged by Broker/Dealers. If a "wrap fee" program is selected, the client will also receive the Form ADV 2A Brochure Appendix 1 provided by the sponsor of the program.

Termination Provisions

You may terminate investment advisory services obtained from Bone Fide Wealth, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Bone Fide Wealth. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the account such as transaction fees for any securities transactions executed and account maintenance or custodial fees. Thereafter, you may terminate investment advisory services in accordance with the Third Party Manager's termination policy. Bone Fide Wealth will refund to you, for any reason, any prepaid unearned fees that we receive. Refunds will not be provided for work that has already been performed.

B. If the account is established or closed during the quarter, you will pay a pro-rated portion of the advisory fee based on the number of days the account was under our management. New clients establishing a managed account household will pay a pro-rated portion of the advisory fee based on the

number of days the account was under Bone Fide Wealth' management. The fee will be prorated based on the account balance on the date on which your account(s) reaches 90 percent of the anticipated initial value or 30 days after the portfolio management agreement is executed, whichever occurs first. Advisory fees will be charged to and collected directly from the account for your Asset Management fees. You will need to grant Bone Fide Wealth the authorization to instruct the custodian to debit your fee. The custodian will provide you with a quarterly or monthly statement that lists the total fees deducted from the account as well as all transactions that were conducted in the account that quarter/month.

C. In addition to the advisory fees above, you will pay fees for custodial services, account maintenance fees, and other fees associated with maintaining the account. These fees are not charged by Bone Fide Wealth and are charged by the product, broker-dealer, or account custodian. Bone Fide Wealth does not share in any portion of these fees. Additionally, you will pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund they purchase. These advisory fees are not shared with Bone Fide Wealth and are compensation to the fund manager. You should read the mutual fund prospectus for additional information.

In many cases, mutual fund companies offer multiple share classes of the same mutual fund. Some share classes of a fund charge higher internal expenses, whereas other share classes of a fund charge lower internal expenses. Institutional and advisory share classes typically have lower expense ratios and are less costly for a client to hold than Class A shares or other share classes that are eligible for purchase in an advisory account. Mutual funds that offer institutional share classes, advisory share classes, and other share classes with lower expense ratios are available to investors who meet specific eligibility requirements that are described in the mutual fund's prospectus or its statement of additional information. These eligibility requirements include, but may not be limited to, investments meeting certain minimum dollar amounts and accounts that the fund considers qualified fee-based programs. The lowest-cost mutual fund share class for a fund may not be offered through our clearing firm or made available by Bone Fide Wealth for purchase within our managed accounts. Clients should never assume that they will be invested in the share class with the lowest possible expense ratio or cost.

We urge you to discuss with your Advisory Representative whether lower-cost share classes are available in your program account. You should also ask your Advisory Representative why the funds or other investments that will be purchased or held in your managed account are appropriate for you in consideration of your expected holding period, investment objective, risk tolerance, time horizon, financial condition, amount invested, trading frequency, the amount of the advisory fee charged, whether you will pay transaction charges for fund purchases and sales, whether you will pay higher internal fund expenses in lieu of transaction charges that could adversely affect long-term performance, and relevant tax considerations. Your Advisory Representative may recommend, select, or continue to hold a fund share class that charges you higher internal expenses than other available share classes for the same fund.

The purchase or sale of transaction-fee ("TF") funds available for investment through Bone Fide Wealth will result in the assessment of transaction charges to you, your Advisory Representative, or Commonwealth. Although no-transaction-fee ("NTF") funds do not assess transaction charges, most NTF funds have higher internal expenses than funds that do not participate in an NTF program. These higher internal fund expenses are assessed to investors who purchase or hold NTF funds. Depending upon the frequency of trading and hold periods, NTF funds may cost you more, or may cost

Commonwealth or your Advisory Representative less, than mutual funds that assess transaction charges but have lower internal expenses. In addition, the higher internal expenses charged to clients who hold NTF funds will adversely affect the long-term performance of their accounts when compared to share classes of the same fund that assess lower internal expenses.

The existence of various fund share classes with lower internal expenses that Bone Fide Wealth may not make available for purchase in its managed account programs presents a conflict of interest between clients and Bone Fide Wealth or its Advisory Representative. A conflict of interest exists because Bone Fide Wealth and your Advisory Representative have a greater incentive to make available, recommend, or make investment decisions regarding investments that provide additional compensation to Bone Fide Wealth that cost you more than other available share classes in the same fund that cost you less. For those advisory programs that assess transaction charges to clients or to Bone Fide Wealth or the Advisory Representative, a conflict of interest exists because Bone Fide Wealth and your Advisory Representative have a financial incentive to recommend or select NTF funds that do not assess transaction charges but cost you more in internal expenses than funds that do assess transaction charges but cost you less in internal expenses.

D. The Asset Management fee is billed quarterly in advance computed as one-quarter of the annual fee based on the value of the account on the last business day of the previous calendar quarter. If your account does not contain sufficient funds to pay the advisory fees, we have the limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. Except for ERISA and IRA accounts, you may reimburse your account for advisory fees paid to Bone Fide Wealth. Bone Fide Wealth may change the above fee schedule upon 30-days prior written notice to you.

Lower fees for comparable services may be available from other sources.

Item 6 Performance-Based Fees And Side By Side Management

Bone Fide Wealth does not charge performance-based fees and therefore does not engage in side-by-side management.

Item 7 Types Of Clients

The advisory services offered by Bone Fide Wealth are geared toward individuals, including high-net-worth individuals, and their families.

The minimum account size to obtain asset management services is generally \$25,000. We will group certain related client accounts for the purposes of achieving the minimum account size and determining the annualized fee. Accounts below these minimums will be accepted on an individual basis at our discretion. Such circumstances include, but are not limited to the addition of assets to your account in the near future, or the fact that you have other accounts under management with Bone Fide Wealth. You should be aware that performance may suffer due to difficulties with diversifying smaller accounts and that a lack of diversification can lead to greater portfolio risk. Performance of smaller accounts may vary from the performance of accounts with more dollars invested because fluctuations in the market may affect smaller accounts more.

Additionally, some Third Party Managers to which Bone Fide Wealth may refer clients may impose account minimums in order to obtain their services. You should refer to the Third Party Manager's disclosure documents for further information.

Item 8 Methods Of Analysis, Investment Strategies And Risk Of Loss

A. We refer clients to Third Party investment advisers, also referred to as Sub-Advisers and Third Party Money Managers ("Managers" collectively). Our analysis of Managers involves examining the experience, expertise, investment philosophies, and past performance of the Managers to determine if that Manager has demonstrated an ability to invest over a period of time and in different economic conditions. A risk of investing with a Manager who has been successful in the past is that the success may not be able to be replicated in the future. In addition, as we do not control the underlying investments in a Manager's portfolio, there is a risk that a Manager may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for our clients. Moreover, as we do not control the Manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Bone Fide Wealth conducts economic analysis and attempts to analyze and determine economic trends. Additionally, Bone Fide Wealth generally conducts fundamental and technical analysis. Fundamental analysis generally involves assessing a company's or security's value based on factors such as sales, assets, markets, management, products and services, earnings, and financial structure. When using Technical analysis, we review statistics to determine trends in security prices and make our investment decisions based on those trends. Other security analysis methods may include charting, and cyclical analysis.

When using Fundamental Analysis, we generally rely on, among other things, company earnings, balance sheet variables and management quality which are used to predict the future value of an investment. Data we review is generally considered reliable but we cannot guarantee nor have we verified its accuracy. In addition, the data that we review is sometimes subjective in nature and open to interpretation. Even if our data and interpretation of the data is correct, there may be other factors that determine the value of securities other than those considered in Fundamental Analysis.

When using Technical analysis, we review statistics to determine trends in security prices and make our investment decisions based on those trends. This analysis may only be able to predict how an investment will perform short-term. In addition, this analysis does not take into account, the more fundamental properties of what an investment may be worth such as company performance and balance sheet variables which may play a part in determining the value of an investment.

B. Investing in securities involves risk of loss, including the potential loss of the principal money you are investing. Therefore, your participation in any of the investment programs recommended by Bone Fide Wealth requires you to be prepared to bear the risk of loss as well as the fluctuating performance of your accounts. Market values of investments will always fluctuate based on market conditions.

We do not represent, warrant or imply that the services or methods of analysis we use can or will predict future results, successfully identify market tops or bottoms or insulate you from losses due to major market corrections or crashes. Past performance is no indication of future performance. No

guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Bone Fide Wealth or our Advisory Representative will provide a better return than other investment strategies.

The primary risk factors applicable to our investment program generally include:

- **Market risk**-The price of a security, bond, mutual fund and/or exchange-traded fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular circumstances. For example, economic, political and social conditions may trigger market-related events.
- **Interest rate risk**-The chance that investment prices will change based on a move in interest rates (bond prices decline as interest rates rise). Relative to fixed income securities with near-term maturities, longer maturity bonds will have a larger change in price with a move in interest rates.
- **Inflation risk**-The risk that investment returns will be below the general increase in prices due to inflation.
- **Category or style risk**-The chance that one investment category or style may underperform or outperform other categories and styles.
- **Credit risk**-The chance that a bond issuer will fail to pay interest and principal in a timely manner.
- **Reinvestment risk**-The potential exposure that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- **Early redemption risk**-Some bonds have features that allow the bond issuer to repurchase or redeem the bond before maturity at a specific price. This risk is the chance that the borrower will do so; thus, expose the investor to a lower than expected return on that bond investment.
- **Systematic risk**-Also known as "market risk," this is the chance of a severe drop of an entire financial market (e.g., political or social upheaval, natural disaster, etc.).
- **Unsystematic risk**-Also known as "specific risk," this is the chance of a decline in the value of a particular asset (i.e., an individual stock declines while the overall stock market is not impacted).
- **Currency risk**-Also known as "exchange rate risk," this is the chance that foreign investments will be subject to fluctuations in the value of the dollar against the currency of the investment's country of origin.
- **Tax risk**-This is the chance that the taxing authority changes its tax rates or policies (e.g., rescind tax-exempt status of particular bonds).
- **Liquidity risk**-This is the risk whereby the ability to buy or sell a security becomes more difficult and, therefore, negatively impacts the price at which one is able to transact in the security.

- **Financial risk**-Excessive borrowing to finance the ongoing operations of a business increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or declining market value.
- **Sector risk**-This is the chance that major problems may impact a specific sector, or that returns from that sector may trail the returns of the overall equity market. Daily fluctuations in individual sectors can often be more extreme than fluctuations in the overall market.
- **Price volatility**-The price of a security, mutual fund and/or exchange-traded fund may fluctuate, even significantly, in a short period of time.

C. As stated above, Bone Fide Wealth generally uses mutual funds and ETFs in our portfolios to meet a client's objectives for diversification. And, when appropriate, we refer clients to Sub-Advisers and Third Party Money Managers. Each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment.

The risks with mutual funds include the costs and expenses within the fund that can impact performance, change of Managers and/or the fund straying from its stated investment objective. Open ended mutual funds do not typically have a liquidity issue and the price does not fluctuate throughout the trading day. Mutual fund fees are described in the fund's prospectus, which the custodian mails directly to the client following any purchase of a mutual fund that is new to the client's account. In addition, a prospectus is available online at each mutual fund company's website. At the client's request, Bone Fide Wealth will direct the client to the appropriate Web page to access the prospectus.

The risks with ETFs include the fact that actively traded ETFs can create increased trading expenses and fees and the intraday trading opportunities created by ETFs may not fit into a long-term investor's strategy. In addition, an ETF more heavily weighted towards a particular market sector may be more volatile over short and long periods of time than a more broadly diversified ETF. ETF shares may trade in the market at a premium or discount to their net asset (NAV) because of market supply and demand. The premiums and discounts for specific ETFs can vary, depending on the type of ETF and time period.

In instances where we recommend a Third Party Manager for your assets, we will not perform quantitative or qualitative analysis of individual securities. Instead, we will advise you on how to allocate your assets among various classes of securities or third party money managers. We primarily rely on investment model portfolios and strategies developed by the third party money managers and their portfolio managers. We may replace a third party money manager if there is a significant deviation in characteristics or performance from the stated strategy and/or benchmark. Refer to the Manager's Form ADV and associated disclosure documents for details on their investment strategies, methods of analysis and associated risks.

A description of the other types of securities we may recommend to you and some of their inherent risks are provided below.

- **Real Estate Investment Trust**-A real estate investment trust ("REIT") is a corporate entity which invests in real estate and/or engages in real estate financing. A REIT reduces or eliminates corporate income taxes. REITs can be publicly or privately held. Public REITs may be listed on public stock exchanges. REITs are required to declare 90% of their taxable income as dividends, but they actually pay dividends out of funds from operations, so cash flow has to be strong or the REIT must either dip into reserves, borrow to pay dividends, or distribute them in stock (which causes dilution). After 2012, the IRS stopped permitting stock dividends. Most REITs must refinance or erase large balloon debts periodically. The credit markets are no longer frozen, but banks are demanding, and getting, harsher terms to re-extend REIT debt. Some REITs may be forced to make secondary stock offerings to repay debt, which will lead to additional dilution of the stockholders. Fluctuations in the real estate market can affect the REIT's value and dividends.
- **Limited Partnerships**-A limited partnership is a financial affiliation that includes at least one general partner and a number of limited partners. The partnership invests in a venture, such as real estate development or oil exploration, for financial gain. The general partner has management authority and unlimited liability. The general partner runs the business and, in the event of bankruptcy, is responsible for all debts not paid or discharged. The limited partners have no management authority and their liability is limited to the amount of their capital commitment. Profits are divided between general and limited partners according to an arrangement formed at the creation of the partnership. The range of risks are dependent on the nature of the partnership and disclosed in the offering documents if privately placed. Publicly traded limited partnership have similar risk attributes to equities. However, like privately placed limited partnerships their tax treatment is under a different tax regime from equities. You should speak to your tax adviser in regard to their tax treatment.
- **Derivatives**-Derivatives are types of investments where the investor does not own the underlying asset. There are many different types of derivative instruments, including, but not limited to, options, swaps, futures, and forward contracts. Derivatives have numerous uses as well as various risks associated with them, but they are generally considered an alternative way to participate in the market. Investors typically use derivatives for three reasons: to hedge a position, to increase leverage, or to speculate on an asset's movement. The key to making a sound investment is to fully understand the characteristics and risks associated with the derivative, including, but not limited to counter-party, underlying asset, price, and expiration risks. The use of a derivative only makes sense if the investor is fully aware of the risks and understands the impact of the investment within a portfolio strategy. Due to the variety of available derivatives and the range of potential risks, a detailed explanation of derivatives is beyond the scope of this disclosure.
- **Private Placements**-A private placement (non-public offering) is an illiquid security sold to qualified investors and are not publicly traded nor registered with the Securities and Exchange Commission. Private placements generally carry a higher degree of risk due to illiquidity. Most securities that are acquired in a private placement will be restricted securities and must be held for an extended amount of time and therefore cannot be sold easily. The range of risks are dependent on the nature of the partnership and are disclosed in the offering documents.

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

Item 9 Disciplinary Information

Registered Investment Advisers must disclose any legal or disciplinary events that would be material to your evaluation of Bone Fide Wealth or the integrity of our management. There is no reportable disciplinary information required for Bone Fide Wealth or its management persons.

Item 10 Other Financial Industry Activities And Affiliations

A. , B. Bone Fide Wealth and its management persons are not registered or have an application pending to register as a: broker-dealer or register representative of a broker-dealer; futures commission merchant; commodity pool operator; commodity trading advisor; or associated person of the foregoing entities.

C. Neither Bone Fide Wealth nor its management persons have a relationship with any of the following entities: broker/dealer, municipal securities dealer, or government securities broker/dealer, investment company or other pooled investment vehicle, other investment adviser or financial planner, futures commission merchant, commodity pool operator or commodity trading advisor, banking or thrift institution, accounting firm, law firm, insurance company or agency, pension consultant, real estate broker or dealer or sponsor syndicator of limited partnerships.

Bone Fide Wealth and its Advisory Representative are not actively engaged in any other financial industry entity.

D. As described in Item 4, Bone Fide Wealth offers clients the investment advisory programs and/or services of Commonwealth. Should you be offered one or more of these programs, you are advised that Bone Fide Wealth, your Advisory Representative and Commonwealth will receive compensation pursuant to your participation in Commonwealth's programs. The advisory fees associated with these programs may be higher or lower than advisory fees for similar programs with other investment advisers. Bone Fide Wealth and your Advisory Representative have a conflict of interest in recommending that you participate in these programs given the compensation that will be received. Bone Fide Wealth performs reasonable due diligence on Commonwealth on both an initial and ongoing basis. We attempt to mitigate this conflict by providing you with this disclosure document and noting that clients may be able to receive similar services for less cost from other providers.

Bone Fide Wealth will ensure that any other Third Party Manager is appropriately licensed as an Investment Adviser with the SEC or states in which they conduct business. Fees for such programs may be higher or lower than if you directly obtained the services of the third party manager or if you obtained advisory services separately.

Item 11 Code Of Ethics, Participation Or Interest In Client Transactions And Personal Trading

Code of Ethics

A. Bone Fide Wealth has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. Bone Fide Wealth takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as our policies and procedures. Further, we strive to handle your non-public information in such a way to protect information from

falling into the hands of anyone who has no business reason to know such information. We provide you with our Privacy Policy which details our procedures for handling your personal information. Bone Fide Wealth maintains a code of ethics for its Advisory Representative, supervised persons and office staff. The Code of Ethics contains provisions for standards of business conduct to comply with Federal securities laws, personal securities reporting requirements, pre-approval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, our Code of Ethics establishes our firm's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.

B. Neither Bone Fide Wealth nor its associated persons recommend to clients or buys or sells for client accounts any securities in which we have a material financial interest.

C. Bone Fide Wealth and its associated persons may buy or sell securities identical to those securities recommended to you. Therefore, Bone Fide Wealth and/or its associated persons may have an interest or position in certain securities that are also recommended and bought or sold to you. This situation creates a conflict of interest in that Bone Fide Wealth and/or its associated persons may benefit from the sale or purchase of those securities. Bone Fide Wealth has policies in place to detect any abusive practices and mitigate any conflict of interest (see Item 11D below). They will not put their interests before your interest. Neither Bone Fide Wealth nor any associated person may trade ahead of you or trade in such a way to obtain a better price for themselves than for you or other clients. No affiliated person may trade in a client's account in such a way as to disadvantage any client.

D. Bone Fide Wealth is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have knowledge of your transactions and their related family accounts at least quarterly. Further, associated persons are prohibited from trading on non-public information or sharing such information.

You have the right to decline to implement any investment recommendation. Bone Fide Wealth and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

Item 12 Brokerage Practices

We recommend the brokerage and custodial services of Commonwealth/National Financial Services ("NFS") and Charles Schwab & Co., Inc. ("Schwab") (whether one or more "Custodian"). Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or other financial institution. In recognition of the value of the services the Custodian provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

In initially selecting Commonwealth/NFS and Schwab, Bone Fide Wealth conducted due diligence. We examined the ability to service you, staying power as a company, industry reputation, reporting ability, trading platform, products and services available, technology resources, and educational resources. We consider the commissions to be reasonable in comparison to the value provided although they may be higher or lower as compared to online or discount broker-dealers. And, the fact that Commonwealth does not have any proprietary products was also a consideration.

Bone Fide Wealth does not maintain custody of your assets; although we will be deemed to have custody of your assets if you give us authority to withdraw advisory fees from your account (see Item 15-Custody, below). We primarily recommend that our clients use NFS, a registered broker-dealer, member SIPC, as a qualified custodian. At times, we will utilize Schwab or other qualified custodians to hold your assets. We are independently owned and operated and are not affiliated with NFS, Schwab, or any other qualified custodian. The qualified custodian will hold your assets in a brokerage account and buy and sell securities with our instruction.

How We Select Brokers/Custodians

We seek to use a custodian/broker who will hold your assets and execute transactions on terms that are, overall, most advantageous when compared to other available providers and their services. We consider a wide range of factors, including, among others:

- Combination of transaction execution services and asset custody services
- Capability to execute, clear and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, etc.)
- Breadth of available investment products (stocks, bonds, mutual funds, exchange-traded funds (ETFs), limited partnerships)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services and willingness to negotiate the prices
- Reputation, financial strength, and stability
- Prior service to us and our other clients
- Availability of other products and services that benefit us

Your Brokerage and Custody Costs--Commonwealth/NFS

For our clients' accounts that Bone Fide Wealth maintains via NFS, Bone Fide Wealth and NFS generally do not charge you separately for custody services but are compensated by fees on trades that are executed or settled into your account. Commonwealth's fees applicable to our client accounts were negotiated based on the condition that our clients collectively maintain a total of at least \$50,000,000 of their assets in accounts at NFS. For client accounts at Commonwealth, this commitment benefits you because the overall commission rates you pay are lower than they would be otherwise. Because of these factors, in order to minimize your trading costs, we have Commonwealth (via NFS) execute most trades for your account(s). We have determined that having Commonwealth/NFS execute most trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How We Select Brokers/Custodians").

Products and Services Available to Us from Commonwealth and NFS

Commonwealth Financial Network provides Bone Fide Wealth various products and services that enable us to both serve our clients and grow our business. Commonwealth (through their disclosed clearing relationships with NFS) provide us and our clients with access to its brokerage services—trading, custody, reporting, and related services. Commonwealth also makes available various support

services. Some of those services help us manage or administer our clients' accounts; while others help us manage and grow our business. Following is a more detailed description of Commonwealth's support services.

Services That Benefit You.

Commonwealth's brokerage services include access to a broad range of investment products, execution of securities transactions by Commonwealth's clearing firms, and custody of client assets via their clearing firms. The investment products available through Commonwealth include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Commonwealth's services described in this paragraph generally benefit you and your account.

Services That May Not Directly Benefit You.

Commonwealth also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts. They include investment research, both Commonwealth's and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Commonwealth. In addition to investment research, Commonwealth also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping and client reporting

Services That Generally Benefit Only Us.

Commonwealth also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Complementary or discounted attendance at conferences and events
- Consulting on technology, compliance, legal and business needs
- Publications and conferences on practice management and business succession

Our Interest in Commonwealth's Services

Our relationship with Commonwealth requires that we maintain a certain level of assets within Commonwealth's program. This creates an incentive to recommend that you establish and maintain your account with Commonwealth, based on our interest in receiving Commonwealth's services that benefit our business rather than based on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. To mitigate the conflict, this disclosure is provided to you. As a fiduciary, we must act in your best interests. We believe that our selection of NFS (via Commonwealth) as custodian and broker is in the best interests of our clients for the trades we execute there.

Our selection is primarily supported by the scope, quality, and price of Commonwealth's and NFS' services (see "How We Select Brokers/Custodians") and not Commonwealth's services that benefit only us.

Research and Other Soft Dollar Benefits

Products and services that we receive from Commonwealth consist of research data and analyses, financial publications, recommendations, or other information about particular companies and industries (through research reports and otherwise), and other products or services (e.g., software and data bases) that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Consistent with applicable rules, brokerage products and services consist primarily of computer services and software that permit our firm to effect securities transactions and perform functions incidental to transaction execution. We use such products and services in our general investment decision making, not just for those accounts for which commissions may be considered to have been used to pay for the products or services.

The test for determining whether a service, product or benefit obtained from or at the expense of a broker constitutes "research" under this definition is whether the service, product, or benefit assists our firm in investment decision-making for discretionary client accounts. Services, products, or benefits that do not assist in investment decision-making for discretionary client accounts do not qualify as "research." Also, services, products or benefits that are used in part for investment decision-making for discretionary client accounts and in part for other purposes (such as accounting, corporate administration, record-keeping, performance attribution analysis, client reporting, or investment decision-making for the firm's own investment accounts) constitute "research" only to the extent that they are used in investment decision-making for discretionary client accounts.

We have instituted certain procedures governing soft dollar relationships including preparation of a brokerage allocation budget, mandated reporting of soft dollar irregularities, annual evaluation of soft dollar relationships, and an annual review of our brochure to ensure adequate disclosures of conflicts of interest regarding our soft dollar relationships.

Economic Benefits

As a registered investment adviser, we have access to the institutional platform of NFS. As such, we will also have access to research products and services from NFS. These products are in addition to any benefits or research we pay for with soft dollars, and may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers that utilize the institutional services platform of NFS, and are not considered to be paid for with soft dollars. However, you should be aware that the commissions charged by NFS for a particular transaction or set of transactions may be greater than the amounts charged by another broker who did not provide research services or products.

The custodian and brokers we use--Schwab

Bone Fide Wealth does not maintain custody of your assets that we manage, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 15—Custody, below). Your assets must be maintained in an account at a "qualified

custodian," generally a broker-dealer or bank. When appropriate, we recommend that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian.

We are independently owned and operated and are not affiliated with Schwab. Schwab will hold your assets in a brokerage account and buy and sell securities when we instruct them to. While we recommend that you use Schwab as custodian/broker, you will decide whether to do so and will open your account with Schwab by entering into an account agreement directly with them. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian.

We do not open the account for you, although we may assist you in doing so. Even though your account is maintained at Schwab, and we anticipate that appropriate trades will be executed through Schwab, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs").

Your brokerage and custody costs

For our clients' accounts that Schwab maintains, Schwab generally does not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your Schwab account. Certain trades (for example, many mutual funds and ETFs) may not incur Schwab commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program. Schwab's commission rates applicable to our client accounts were negotiated. In addition to commissions, Schwab charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab account. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, in order to minimize your trading costs, we have Schwab execute applicable trades for your account.

We are not required to select the broker or dealer that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers or dealers. Although we are not required to execute all trades through Schwab, we have determined that having Schwab execute applicable trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How we select brokers/custodians"). By using another broker or dealer you may pay lower transaction costs.

Products and services available to us from Schwab

Schwab Advisor Services™ is Schwab's business serving independent investment advisory firms like us. They provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to Schwab retail customers. However, certain retail investors may be able to get institutional brokerage services from Schwab without going through us. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. Following is a more detailed description of Schwab's support services:

Services that benefit you

Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services that do not directly benefit you

Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts and operating our firm. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data
- Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, recordkeeping, and client reporting

Services that generally benefit only us

Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology and business needs
- Consulting on legal and related compliance needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. Schwab also provides us with other benefits, such as occasional business entertainment of our personnel. If you did not maintain your account with Schwab, we would be required to pay for these services from our own resources.

Our interest in Schwab's services

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. The fact that we receive these benefits from Schwab is an incentive for us to recommend the use of Schwab rather than making such a decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that taken in the

aggregate, our recommendation of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services (see "How we select brokers/ custodians") and not Schwab's services that benefit only us.

Brokerage for Client Referrals

We do not receive client referrals in exchange for cash or other compensation, such as brokerage services or research.

Although we primarily recommend that our clients use NFS or Schwab as a qualified custodian, at times, we may utilize other qualified custodians to hold your assets. We are independently owned and operated and are not affiliated with NFS, Schwab or any other qualified custodian. The qualified custodian will hold your assets in a brokerage account and buy and sell securities with our instruction. While we will recommend a qualified custodian to hold your assets, you will decide whether to do so and will open the account directly at the qualified custodian with our assistance.

Periodically, we will review alternative custodians in the marketplace to ensure NFS and Schwab are meeting our duty to provide best execution for your accounts. The review will include a comparison that involves evaluating criteria such as overall expertise, cost competitiveness, and financial condition. The quality of execution will be reviewed through trade journal evaluations. However, best execution does not simply mean the lowest transaction cost. Therefore, no single criteria will validate nor invalidate a custodian, but rather, all criteria taken together will be used in evaluating the current custodian.

Additionally, some product sponsors such as investment companies provide support to Bone Fide Wealth and our Advisory Representative. Such support includes research, educational information, and monetary support for due-diligence trips and client events. We receive a benefit because we do not have to pay for the research, products, or services. This additional compensation presents a conflict of interest because Bone Fide Wealth or your Advisory Representative has a greater incentive to make available, recommend, or make investment decisions regarding investments for your account that provide such additional compensation to us. Further information regarding fees and charges assessed to you by investment products you purchase is available in the appropriate product prospectus, statement of additional information, and/or offering document.

Due to the individual management of client accounts, we do not aggregate the purchase or sale of securities for various client accounts.

Item 13 Review Of Accounts

A. Upon completion of your financial plan, our Advisory Representative will meet with you to review the plan and answer any questions you have about the plan's content. After this consultation, reviews are recommended 2 to 4 times per year.

While the underlying securities within the Asset Management Services accounts are continuously monitored, these accounts are reviewed at least quarterly by our Advisory Representative. Accounts are reviewed in the context of each client's stated investment objectives and guidelines. More frequent reviews may be triggered by material changes in variables such as the client's individual circumstances, or the market, political, or economic environment. Reviews are conducted by Douglas A. Boneparth, President and sole Advisory Representative of Bone Fide Wealth.

If you are participating in the Third Party Management Services, we will review your account quarterly and offer to meet with you, at a minimum, on an annual basis. Generally, smaller accounts require annual meetings while larger, more complex portfolios require bi-annual or quarterly meetings.

B. Your Advisory Representative will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections. You must notify your Advisory Representative promptly of any changes to your financial goals, objectives or financial situation as such changes usually require your Advisory Representative to review your plan or adjust the holdings within your account.

C. The custodian will provide you with confirmations of each transaction in your account and quarterly statements. In addition, you will receive quarterly performance reports reflecting the holdings in your account, the value of the securities, and the performance of the account. You should compare the report with statements received directly from the account custodian. Although account holdings and asset valuations should generally match, for purposes of calculating performance and account valuations on your account, our summary or performance reporting month-end market values sometimes differ from custodial account statement month-end market values. The three most common reasons why these values may differ are differences in the manner in which accrued interest is calculated, the date upon which "as of" dividends and capital gains are reported, and settlement date versus trade date valuations. If there is any discrepancy, the account custodian's report will prevail.

Generally, our comprehensive financial planning clients will receive a written financial plan from our Advisory Representative. Additionally, all recommendations will be made and discussed with you during our meetings or telephone conferences. The plan will be reviewed at least annually and updated as needed should you engage Bone Fide Wealth for ongoing financial planning services.

For Manager services, the account custodian will provide you with quarterly statements and confirmations of all transactions in your account. In addition, the Manager will provide you with a quarterly performance report.

Item 14 Client Referrals And Other Compensation

We receive economic benefits from a non-client in connection with providing investment advice or other advisory services to you. Through our participation in certain programs or use of a custodian we are entitled to receive economic benefits. As part of our fiduciary duty, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by our firm from a non-client in and of themselves creates a potential conflict of interest and may influence our choice in providing services to your account. This arrangement does not cause our clients to pay any additional transaction fees beyond those that are traditionally charged by our firm and/or other service providers.

Refer to the *Brokerage Practices* section above for disclosures on research and other benefits we may receive resulting from our relationship with your account custodian.

Commonwealth offers our Advisory Representative educational, training, and other programs if he meets certain sales production goals. This may include the payment or reimbursement of travel, meals, and lodging expenses for attendees. Payment/reimbursement of expenses is not contingent upon sales targets or contests, but rather on the total amount of production. This additional compensation presents a conflict of interest because we or your Advisory Representative has a greater incentive to make available, recommend, or make investment decisions regarding investments for your account that enable our Advisory Representative to meet the production goals noted above. Further information regarding fees and charges assessed to you by investment products you purchase is available in the appropriate product prospectus, statement of additional information, and/or offering document.

Bone Fide Wealth receives an economic benefit from Commonwealth in the form of the support, products and services Commonwealth makes available to Bone Fide Wealth and other investment advisers whose clients maintain their accounts on Commonwealth's platform. These products and services, how they benefit us, and the related conflicts of interest are described in Item 12 of this brochure.

Bone Fide Wealth's access to Commonwealth's products and services is not conditioned on our firm or our Advisory Representative giving particular investment advice, such as buying particular securities for our clients. We do not select products as a result of the receipt or potential receipt of any monetary or non-monetary assistance. Bone Fide Wealth's due diligence of a product does not take into consideration any assistance it may receive. While the receipt of products or services is a benefit for you and us, it also presents a conflict of interest.

We attempt to mitigate this conflict of interest by:

- Informing you of conflicts of interest in our disclosure document and agreement;
- Maintaining and abiding by our Code of Ethics which requires us to place your interests first and foremost;
- Advising you of the right to decline to implement our recommendations and the right to choose other financial professionals for implementation.

We receive an economic benefit from Schwab in the form of the support products and services it makes available to us and other independent investment advisers whose clients maintain their accounts at Schwab. You do not pay more for assets maintained at Schwab as a result of these arrangements.

However, we benefit from the referral arrangement because the cost of these services would otherwise be borne directly by us. You should consider these conflicts of interest when selecting a custodian. The products and services provided by Schwab, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices).

Bone Fide Wealth utilizes a referral program designed to compensate outside professionals or firms, such as attorneys, accountants, or other broker/dealers and investment advisers, for referring your advisory business to Bone Fide Wealth. These professionals or firms are known as "solicitors." If your advisory account is referred by a solicitor to Bone Fide Wealth, Bone Fide Wealth will pay a portion of the advisory fee you pay us to the solicitor, typically for as long as you maintain an advisory relationship with us, to compensate the solicitor for the referral. Bone Fide Wealth will not charge a client who is referred to our firm by a solicitor any amount for the cost of obtaining the client that is in addition to the fee normally charged by Bone Fide Wealth for its investment advisory services.

Such solicitation arrangements are disclosed to clients at the time of the solicitation via execution of a Solicitor Disclosure Statement or similar document that outlines the nature and amount of the compensation we pay to the solicitor and whether the solicitor is affiliated with or related to Bone Fide Wealth. Solicitors are also required to provide prospective clients with a current copy of Bone Fide Wealth's Form ADV Part 2 brochure no later than the date on which the client enters into an advisory relationship with Bone Fide Wealth.

We do not receive compensation from any person or entity for client referrals.

Item 15 Custody

Your custodian (NFS and/or Schwab) will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other qualified custodian. You will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. The account statements from NFS and/or Schwab will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

Wire Transfer and/or Standing Letter of Authorization

If requested, our firm, or Advisory Representatives, will effect wire transfers/money movement from client accounts to one or more third parties designated, in writing, by the client without obtaining written client consent for each separate, individual transaction, as long as the client has provided us with written authorization to do so. Such written authorization is known as a Standing Letter of Authorization. An adviser with authority to conduct such third party wire transfers/money movement has access to the client's assets, and therefore has custody of the client's assets in any related accounts.

However, we do not have to obtain a surprise annual audit, as we otherwise would be required to by reason of having custody, as long as the following criteria are met:

1. You provide a written, signed instruction to the qualified custodian that includes the third party's name and address or account number at a custodian;
2. You authorize us in writing to direct transfers to the third party either on a specified schedule or from time to time;

3. Your qualified custodian verifies your authorization (e.g., signature review) and provides a transfer of funds notice to you promptly after each transfer;
4. You can terminate or change the instruction;
5. We have no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party;
6. We maintain records showing that the third party is not a related party to us nor located at the same address as us; and
7. Your qualified custodian sends you, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

When we engage in third party standing letters of authorization, Bone Fide Wealth complies with the conditions of the safe harbor provisions and is therefore exempt from the annual surprise exam requirement for Advisers that have custody.

Item 16 Investment Discretion

By execution of our advisory agreement, you will grant Bone Fide Wealth authorization to manage your account on a discretionary basis. We will have the authority to determine, without obtaining specific client consent, the securities to be bought or sold and the amount of the securities to be bought or sold. You may terminate the discretionary authorization at any time by giving us written notice.

Additionally, you are advised that you may set parameters with respect to when your account should be rebalanced and set trading restrictions or limitations.

As a matter of firm policy, neither Bone Fide Wealth nor its Advisory Representatives have or will accept the authority to file class action claims on behalf of clients. This policy reflects Bone Fide Wealth's recognition that it does not have the requisite expertise to advise clients with regard to participating in class actions. Bone Fide Wealth and its Advisory Representatives have no obligation to determine if securities held by the client are subject to a pending or resolved class action settlement or verdict. Bone Fide Wealth and its advisors also have no duty to evaluate a client's eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Furthermore, Bone Fide Wealth and its Advisory Representatives have no obligation or responsibility to initiate litigation to recover damages on behalf of clients who may have been injured because of actions, misconduct, or negligence by corporate management of issuers whose securities are held by clients. The decision to participate in a class action or to sign a release of claims when submitting a proof of claim may involve the exercise of legal judgment, which is beyond the scope of services provided to clients by Bone Fide Wealth or your Advisory Representative. In all cases, clients retain the responsibility for evaluating whether it is prudent to join a class action or to opt out.

Item 17 Voting Client Securities

Bone Fide Wealth does not vote your securities. Unless you suppress proxies, securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact your Advisory Representative about questions you may have and opinions on how to vote the proxies. In the event your Advisory Representative chooses to assist you in making a decision as to how to vote your proxies, your Advisory Representative has a fiduciary duty to disclose any material conflicts of interest your Advisory Representative may have with respect to such advice. However, the decision to vote and how you vote the proxies is solely up to you.

Item 18 Financial Information

A. Bone Fide Wealth will not require you to prepay more than \$1200 and six or more months in advance of receiving the advisory service; therefore, a balance sheet is not required to be attached.

B. We are financially stable. There is no financial condition that is likely to impair our ability to meet our contract actual commitment to you or any other client.

C. Neither Bone Fide Wealth nor its Advisory Representative has ever been the subject of a bankruptcy petition.

Item 19 Requirements For State Registered Advisers

This section is not applicable to Bone Fide Wealth as our firm is not state registered. Bone Fide Wealth is registered with the Securities and Exchange Commission.

Item 20 Additional Information

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.