



## **Firm Brochure**

(Part 2A of Form ADV)

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This brochure provides information about the qualifications and business practices of Gradient Wealth Management (dba for Gradient Securities, LLC). Being registered as a registered investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at: 866-991-1539, or by email at: [compliance@gradientsecurities.com](mailto:compliance@gradientsecurities.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 Gradient Wealth Management (CRD# 127701) is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**March 26, 2021**

## **Item 2: Material Changes**

### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

### **Material Changes since the Last Update**

This update is in accordance with the required annual update for Registered Investment Advisors. Since the last update on March 23, 2020, the following changes have occurred:

- Item 4 Client Assets under Management has been updated.
- Item 4 and 5 have been updated to reflect ERISA services.
- Item 10 Other Financial Industry Activities and Affiliations has been updated to disclose revenue sharing agreements with third party managers; Orion Portfolio Solutions and SEI Investments Management Corporation. These agreements are independent of each other and provide for a payment to Gradient Securities, LLC based on a percentage of assets under management not to exceed 7 basis points or 0.07%.
- Item 14 Client Referral and Other Compensation has been updated to include a compensation arrangement with RBC Clearing and Custody ("RBC C&C"), a custodian used by Gradient Securities, LLC. This arrangement allows for a payment to Gradient Securities, LLC for assets placed with RBC C&C.
- Item 14 Client Referral and Other Compensation has been updated to include solicitation agreements where representatives of the firm may compensate third-parties for client referrals.
- Item 14 Recruiting and Transition Assistance for representatives of the Firm has been updated.
- Elected Manager has been updated to Rob Nelson.

### **Full Brochure Available**

Whenever you would like to receive a complete copy of our Firm Brochure, please contact us by telephone at: (866) 991-1539 or by email at: [compliance@gradientsecurities.com](mailto:compliance@gradientsecurities.com).

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## **Item 4: Advisory Business**

### **Firm Description**

Gradient Securities, LLC, doing business as Gradient Wealth Management (GWM), was formed on April 9, 2003. On January 2, 2004, Gradient Securities, LLC, became a broker-dealer registered with the Securities and Exchange Commission ("SEC") and is a member of the Financial Industry Regulatory Authority ("FINRA") as an independent broker-dealer. The Investment Advisor's ("RIA") registration became effective with the SEC in 2015. The RIA division of Gradient Securities, LLC does business as Gradient Wealth Management ("GWM"). Tami J. Lucius is a 100% owner.

### **Types of Advisory Services**

#### **Financial Planning and Consulting Services**

A financial plan is designed to help the client with all aspects of their financial situation through a comprehensive evaluation of a client's current and future financial needs. The financial plan may include, but is not limited to: a review of investment accounts, including reviewing asset allocation and providing repositioning recommendations; strategic tax planning; a review of retirement accounts and plans including recommendations; a review of insurance policies and recommendations for changes, if necessary; one or more retirement scenarios; estate planning review and recommendations; divorce planning review and recommendations; and education planning with funding recommendations.

Detailed investment advice and specific recommendations are provided as part of a financial plan. Implementation of the recommendations is at the discretion of the client.

Financial Consulting services are exclusive of investment management. Financial consulting services cover various activities provided by advisors specifically designed to assist individuals and companies reach their financial objectives. This is accomplished by analyzing the client's data, design and implement strategies to address individual investment needs.

If a conflict of interest exists between the interests of GWM and the interests of the Client, the Client is under no obligation to act upon GWM's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to execute the transaction through GWM. Investment Advisor Representatives ("IAR") of GWM may charge clients for financial planning on an hourly or negotiable fixed fee basis described in detail in Item 5 of this brochure.

#### **Third Party Managers**

When deemed appropriate for the Client, we may recommend that Clients utilize the services of a Third Party Manager (TPM) to manage a portion of, or your entire portfolio. All TPMs that we recommend must either be registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority.

After gathering information about your financial situation and objectives, an IAR of our firm will make recommendations regarding the suitability of a TPM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a TPM(s), the IAR will monitor the performance of the TPM(s) to ensure their performance and investment style remains aligned with your investment goals and objectives.

In such circumstances, GWM receives solicitor fees from the TPM. We act as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. We help

the Client complete the necessary paperwork of the TPM and provide ongoing services to the Client which include but are not limited:

1. Meeting with the Client to discuss any changes in status, objectives, time horizon or suitability.
2. Update the TPM with any changes in Client status which is provided to GWM by the Client.
3. Review the statements provided by the TPM.
4. Deliver the Form ADV Part 2, Privacy Notice and Solicitors Disclosure Statement of the TPM to the Client.

Clients placed with a TPM will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10 of this brochure.

### **Investment Accounts Involving Supervisory Services (Asset Management Services)**

GWM offers non-discretionary direct asset management services to advisory clients. GWM will determine the securities to be bought or sold and the amount of the securities to be bought or sold. GWM obtains prior client approval before executing any transactions. GWM will offer clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors.

### **Investment Accounts Not Involving Ongoing Supervisory Services**

GWM will assist in the opening, closing and transferring of accounts upon the customer's discretion to help facilitate certain planning goals. These accounts are typically used when a customer wishes to transfer positions, liquidate positions temporarily to cash, consolidate assets or facilitate incremental selling of existing assets to help minimize negative tax implications as part of an overall plan. GWM may assess an annual administrative fee not to exceed 0.30% charged on a quarterly basis in arrears for such accounts. If the account is opened through a TPM's custodian, there may be additional fees. Please refer to the TPM's ADV 2A or similar disclosure document to learn about applicable fees charged by the TPM. GWM will not have discretion at any time on these accounts.

### **ERISA PLAN SERVICES**

GWM provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans. GWM may act as a 3(21) advisor:

**Limited Scope ERISA 3(21) Fiduciary** GWM may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions. As an investment advisor GWM has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using GWM can help the plan sponsor delegate liability by following a diligent process.

#### **1. Fiduciary Services are:**

- Provide investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. GWM acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).

- Assist the Client in the development of an investment policy statement (“IPS”). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Provide investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.

2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment alternatives available to them under the Plan. Client understands GWM’s assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor’s definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, GWM is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. GWM will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

GWM may provide these services or, alternatively, may arrange for the Plan’s other providers to offer these services, as agreed upon between GWM and Client.

3. GWM has no responsibility to provide services related to the following types of assets (“Excluded Assets”):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to GWM on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

## **Client Tailored Services and Client Imposed Restrictions**

The goals and objectives for each client are documented through various methods which include the completion of client account forms, transactional forms and risk analysis. Clients may also impose, through the investment advisory agreement process, restrictions on investing in certain securities or types of securities through GWM.

Agreements may not be assigned without written client consent.

## **Wrap Fee Programs**

GWM does not sponsor any wrap fee programs.

## **Client Assets under Management**

As of December 31, 2020, GWM had approximately \$325,308,125 of assets under management on a non-discretionary basis.

## **Item 5: Fees and Compensation**

### **Method of Compensation and Fee Schedule**

#### **Financial Planning**

Prior to the planning process the client will be provided an estimated plan fee. GWM allows two options for the payment of financial planning fees, selection of which is at the discretion of the advisor: 1) Payments may be made in two installments; half at the signing of the agreement with the final payment due upon delivery of the completed plan. 2) Full payment may be made in advance. Unless noted otherwise on the planning agreement, delivery of plans will occur within a reasonable amount of time after all information has been received and analyzed, not to exceed six months. Client may cancel within five business days of signing the Investment Advisory Agreement for a full refund. If cancellation occurs after five business days, client will be entitled to a pro-rata refund based on work completed.

#### **Fixed Fee**

The fee for a financial plan is based on a negotiated fixed fee basis based on complexity and unique client needs, geographic market differences and the experience of the advisor preparing the plan.

#### **Hourly Fee**

GWM provides hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements ranges between \$50-\$300 per hour, dependent upon the services requested and the complexity of the plan. Advance hourly payments are refundable based on the pro-rata work completed.

#### **Third Party Managers Fees**

GWM and its associated persons are paid a portion of the fee charged and collected by the TPMs in the form of solicitor fees or consulting fees. GWM's fees are negotiable depending on the size, complexity of the client's account(s), the experience and training of the Advisor and other business considerations. A complete description of the TPM's services, fee schedules and account minimums will be disclosed in the TPM's Form ADV, or similar Disclosure Brochure.



**Investment Accounts Involving Supervisory Services (Asset Management Services)**

GWM will charge a maximum annual fee of 2.00% based on the assets under management. The fee is negotiable and is based on the money manager selected, the IAR providing services, the value of the assets in the account, including cash holdings, and is payable either monthly or quarterly in advance or arrears based on the money manager and will be disclosed to the client in the Investment Advisory Agreement.

For purposes of calculating account fees in advance, the period begins on the first day the account is accepted by the money manager selected. The initial account fee is due at the beginning of the billing period following execution of the Client Agreement and includes a prorated fee for the initial period in addition to the standard monthly or quarterly fee for the upcoming period. Subsequent account fee payments are due and assessed at the beginning of each period based on the value of the assets under management as of the close of business on the last business day of the preceding period.

For purposes of calculating account fees in arrears, the period begins on the first day the account is accepted by the money manager selected by GWM. The initial account fee is due at the end of the billing period following execution of the Client Agreement based on the account balance at the end of the billing cycle. Subsequent account fee payments are due and assessed at the end of each month or quarter based on the value of the assets under management as of the close of business on the last business day of the preceding period.

Advisory fees will be deducted from the clients' account by the custodian. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement for a full refund. Clients may terminate advisory services with thirty (30) days written notice. Client will be entitled to a pro rata refund for the days service was not provided in the final month or quarter. Clients billed in arrears will only be billed for the portion of the period prior to the termination date for which advisory services were provided.

Client shall be given thirty (30) days prior written notice of any increase in fees, and client will acknowledge, in writing, any agreement of increase in said fees.

**Investment Accounts not Involving Ongoing Supervisory Services**

GWM will assist in the opening, closing and transferring of accounts upon the customer's discretion to help facilitate certain planning goals. These accounts are typically used when a customer wishes to transfer positions, liquidate positions temporarily to cash, consolidate assets or facilitate incremental selling of existing assets to help minimize negative tax implications as part of an overall plan. GWM may assess an annual administrative fee not to exceed 0.30% charged on a quarterly basis in arrears for such accounts. If the account is opened through a TPM's custodian, there may be additional fees. Please refer to the TPM's ADV 2A or similar disclosure document to learn about applicable fees charged by the TPM. GWM will not have discretion at any time on these accounts.

**ERISA PLAN SERVICES**

The annual fees are based on the market value of the Included Assets and will not exceed 1%. The annual fee is negotiable and is be charged as a percentage of the Included Assets. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, GWM shall be entitled to a prorated fee based on the

number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of GWM for the services is described in detail in the client agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets.

### **Client Payment of Fees**

Fees for financial plans are billed 50% in advance with the balance due upon plan delivery or due in full upon commencement of the advisory agreement.

Clients pay the TPM's investment advisory fees. Prior to signing an investment advisory agreement, the method of payment will be disclosed in the TPM's Form ADV Part 2.

Fees for Investment Accounts are billed in advance or arrears on a monthly or quarterly basis dependent upon the money manager selected. Billing in advance means that we bill you before the one-month or three-month period has begun. Billing in arrears means that we bill you after the one-month or three-month period has ended.

Fees for ERISA services will either be deducted from Plan assets or paid directly to GWM. The Client must consent in advance to direct debiting of their investment account.

### **Additional Client Fees Charged**

Custodians may charge transaction fees on purchases or sales of certain mutual funds, bond, options, equities and exchange-traded funds..

GWM, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with clients, etc.).

For more details on the brokerage practices, see Item 12 of this brochure.

### **Prepayment of Client Fees**

GWM does not require any prepayment of fees of more than \$1,200 per Client and six months or more in advance.

Fees for financial plans may be billed 50% in advance with the balance due upon plan delivery

Investment management fees may be billed monthly/quarterly in advance.

Fees for ERISA 3(21) services may be billed in advance.

### **External Compensation for the Sale of Securities and Non-Securities Products to Clients**

IARs of GWM may receive compensation for the sale of securities as registered representatives of Gradient Securities ("GS"), a FINRA registered broker/dealer or as independent insurance agents.

This represents a conflict of interest because it gives an incentive to recommend products based on the commission received. As a registered representative or insurance agent, IARs of GWM do not charge advisory fees for the services offered through Gradient Securities, LLC or independent insurance companies. This conflict is mitigated by disclosures, procedures, and GWM's fiduciary obligation to place the best interest of the Client first and Clients are not required to purchase any

products or services. Clients have the option to purchase these products through another registered representative or insurance agent of their choosing.

## **Item 6: Performance-Based Fees**

### **Sharing of Capital Gains**

Fees charged by GWM are not based on a share of the capital gains or capital appreciation of managed securities.

GWM does not use a performance-based fee structure. Performance-based compensation presents a potential conflict of interest which can create an incentive for the adviser to pursue greater returns through the recommendation of investments that can carry a higher degree of risk to the client.

## **Item 7: Types of Clients**

### **Description**

GWM generally provides investment advice to individuals, pension and profit sharing plans, trusts, estates, or charitable organizations, corporations and business entities.

Client relationships vary in scope and length of service.

### **Account Minimums**

GWM does not require a minimum to open an account. Some TPMs that GWM refers Clients to may have account minimums.

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

### **Methods of Analysis**

Security analysis methods may include fundamental analysis, technical analysis, and cyclical analysis. Investing in securities involves risk of loss that clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis involves evaluating a stock using real data such as company revenues, earnings, return on equity, and profit margins to determine underlying value and potential growth. Technical analysis involves evaluating securities based on past prices and volume. Cyclical analysis involves analyzing the cycles of the market.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Charting analysis strategy involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are twofold: 1) the markets do not

always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

TPMs utilized by GWM may use various methods of analysis to determine the proper strategy for the client referred and these will be disclosed in the TPM's Form ADV Part 2. Investing in securities involves risk of loss that clients should be prepared to bear. Past performance is not a guarantee of future returns. Other strategies utilized by TPMs may include long-term purchases, short-term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

In developing a financial plan for a client, GWM's analysis may include cash flow analysis, investment planning, risk management, tax planning and estate planning. Based on the information gathered, a detailed strategy is tailored to the client's specific situation.

The main sources of information include financial newspapers and magazines, research materials prepared by others, corporate rating services, annual reports, prospectuses, and filings with the Securities and Exchange Commission.

### **Investment Strategy**

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Each client executes an Advisory Agreement, Client Account Form and Risk Tolerance Questionnaire that documents their objectives and their desired investment strategy.

Based on this information, strategies may include long-term purchases, short-term purchases, trading, and use of TPM's.

### **Security-Specific Material Risks**

All investment programs have certain risks that are borne by the investor. Investors face the following investment risks and should discuss these risks with GWM:

- *Interest-rate Risk:* Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- *Market Risk:* The price of a security, bond, or mutual 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 underlying circumstances. For example, political, economic, environmental and social conditions may trigger market events.
- *Inflation Risk:* When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- *Currency Risk:* Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- *Reinvestment Risk:* This is the risk 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.
- *Business Risk:* These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a

lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

- *Liquidity Risk:* Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- *Financial Risk:* Excessive borrowing to finance a business' operations 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 a declining market value.
- *Long-term purchases:* Long-term investments are those vehicles purchased with the intention of being held for more than one year. Typically the expectation of the investment is to increase in value so that it can eventually be sold for a profit. In addition, there may be an expectation for the investment to provide income. One of the biggest risks associated with long-term investments is volatility, the fluctuations in the financial markets that can cause investments to lose value.
- *Short-term purchases:* Short-term investments are typically held for one year or less. Generally there is not a high expectation for a return or an increase in value. Typically, short-term investments are purchased for the relatively greater degree of principal protection they are designed to provide. Short-term investment vehicles may be subject to purchasing power risk - the risk that your investment's return will not keep up with inflation.
- *Trading risk:* Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.
- *Options Trading:* The risks involved with trading options are that they are very time sensitive investments. An options contract is generally a few months. The buyer of an option could lose his or her entire investment even with a correct prediction about the direction and magnitude of a particular price change if the price change does not occur in the relevant time period (i.e., before the option expires). Additionally, options are less tangible than some other investments. An option is a "book-entry" only investment without a paper certificate of ownership.

## **Item 9: Disciplinary Information**

### **Criminal or Civil Actions**

GWM and its management do not have any criminal or civil actions to report.

### **Administrative Enforcement Proceedings**

GWM and its management have not been involved in any reportable administrative enforcement proceedings.

### **Self-Regulatory Organization Enforcement Proceedings**

GWM and its management have not been involved in legal or disciplinary events related to past or present investment clients.

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

### **Broker-Dealer or Representative Registration**

GWM is also a FINRA registered broker/dealer operating as Gradient Securities, LLC.

### **Futures or Commodity Registration**

Neither GWM nor its employees are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

### **Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Tami Lucius is owner of Gradient Insurance Brokerage, Inc. ("GIB"), an insurance wholesaling company. Advisors of GWM may also have an outside affiliation through a separate agency (or individually as an agent) for the placement of insurance products. The agency or individual is licensed as an independent contractor of the insurance company and places insurance products directly with the insurance company of their choice. In the event an independent agent elects to partner with the IMO GIB, GIB will be compensated direct from the insurance company. Tami Lucius receives compensation from GIB and therefore a conflict of interest occurs. This conflict is mitigated as independent agents may work with any approved insurance company or IMO, one of which may be GIB for life insurance business. While GWM requires that fixed annuities be submitted through GIB, independent agents may choose to work with a wide variety of approved insurance carriers available through GIB. Furthermore, the client has no obligation to do business with the advisor/agent. Tami Lucius is owner of Ascentium Insurance Solutions, LLC ("AIS") a Medicare wholesaling company. Advisors of GWM may also have an outside affiliation through a separate agency (or individually as an agent) for the placement of Medicare insurance products. The agency or individual is licensed as an independent contractor of the Medicare insurance company and places insurance products directly with the insurance company of their choice. In the event an independent agent elects to partner with the IMO AIS, AIS will be compensated direct from the insurance company. Tami Lucius receives compensation from AIS and therefore a conflict of interest occurs. This conflict is mitigated as independent agents may work with any approved Medicare insurance company or IMO, one of which may be AIS for Medicare insurance business. While GWM encourages that Medicare business be submitted through AIS, independent agents may choose to work with a wide variety of approved Medicare insurance carriers available through AIS. Furthermore, the client has no obligation to do business with the advisor/agent. Tami Lucius is owner of Stovall & Associates, LTD ("Stovall"), a CPA firm. Advisors of GWM may refer clients to Stovall to provide clients with tax services for which Tami Lucius may receive compensation and therefore a conflict exists. This conflict is mitigated as advisors may refer clients to any CPA firm and the client has no obligation to do business with the advisor or Stovall.

Tami Lucius' husband, Charles Lucius, is owner of Gradient Investments, LLC, ("GI") a registered investment advisor. A conflict of interest occurs if IARs of GWM refer clients to GI for money management services. In that event, GI would receive compensation through assets under management. This conflict is mitigated or avoided because clients have the ability to choose the TPM that meets their needs and are not obligated to use GI for third party money management.

Charles Lucius is also owner of Gradient Advisors, LLC ("GA") another registered investment advisor. IARs of GWM don't refer clients to GA or utilize the services of GA. This relationship doesn't represent a conflict of interest. In addition, associated persons of GWM may hold insurance licenses with independent insurance agencies and may be registered with GS as registered representatives.

A conflict of interest occurs if associated persons of GS offer clients commissionable securities products. In those events, IARs of GWM would receive compensation for securities product sales from GS. The aforementioned conflicts may be mitigated by the fact that clients are not required to purchase products or services through GS. Clients have the option to purchase these products or services through other broker dealers of their choosing.

### **Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

Clients placed with TPM will be billed in accordance with the TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of GWM. GWM ensures that before selecting other TPMs for the Client that the other TPMs are properly licensed or registered as an investment advisor.

These practices represent conflicts of interest because GWM is paid a Solicitor Fee for recommending the TPM and may choose to recommend a particular TPM based on the fee GWM is to receive. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to act in the best interest of its Clients. Clients are not required to accept any recommendation of TPM given by GWM and have the option to receive investment advice through other money managers of their choosing.

Prior to referring any clients to TPMs, GWM performs a due diligence review on all advisors and will make sure that they are properly licensed in or noticed filed in the states where GWM conducts business.

The following is a list of TPMs currently utilized by GWM and the maximum annual advisory fee that GWM may receive:

- American Funds F-2 Shares; 1.00%.
- ASpire Financial Services, LLC; 2.0%.
- FOLIO*fn* investments, Inc.; 2.00%
- Orion Portfolio Solutions (formerly FTJ FundChoice, LLC); 2.0%. (GWM earns additional revenue when this TPM is selected. Additional information regarding this arrangement is described later in this section.)
- Gradient investments, LLC; 1.25%. (GWM earns additional revenue when this TPM is selected. Additional information regarding this arrangement is described later in this section.)
- Nationwide (formerly Jefferson National Financial); 1.25%
- The Pacific Financial Group, Inc.; 1.0%.
- RBC Capital Markets, Inc.; 1.75%. (GWM earns additional revenue when this TPM is selected. Please refer to Item 14 Client Referrals and Other Compensation for additional information regarding this arrangement.)
- SEI Investments Management Corporation; 1.75%. (GWM earns additional revenue when this TPM is selected. Additional information regarding this arrangement is described later in this section.)

The following TPMs have legacy assets but are no longer offered to new clients:

- AMP Wealth Management; 1.25%
- Buckingham Strategic Partners (formerly Loring Ward); 2.00%

- CLS Investments, LLC; 1.50%
- Equis Capital.; 1.5%
- Hanlon Investment Management Inc.; 1.1%
- Newbury Capital Management, LLC; .75%
- T. Rowe Price; 1.0%

The investment management fees charged by the TPM are exclusive of, and in addition to, GWM's maximum investment advisory fee set forth above. In addition to GWM's written disclosure statement, the client shall also receive the written disclosure statement of the outside money manager. Clients should review each advisors ADV Part 2 or Terms of Use for additional details regarding services.

#### Incentive Program – Gradient Investments, LLC (“GI”)

In addition to the regular advisory fee, GI has instituted a long-term incentive arrangement where GWM can share in GI's portion of the management fee. This does not change the cost to the client; GWM will share in the revenue collected by GI. GI will pay GWM a percentage of our net billing, which is calculated on a quarterly basis. The incentive arrangement will be paid annually according to the following table:

<b>GWM quarterly AUM with GI</b>	<b>Participation rate in GI's fee</b>
\$10,000,000	3.00%
\$25,000,000	10.00%
\$50,000,000	12.50%
\$75,000,000	15.00%

Once GWM reaches and maintains the thresholds listed above, the participation rate applies to all of the AUM for the quarter. To receive the incentive award, GWM needs to meet two qualifications. First, the quarter end billable AUM must be above the threshold amounts specified. Second, Advisor must be an advisor “in good standing” with GI at the time the annual checks are issued. “In good standing” means the advisor is proactively placing assets with GI.

#### Revenue Sharing Program – Orion Portfolio Solutions (“OPS”)

In addition to the regular advisory fee, GWM has entered into a revenue sharing program with Orion Portfolio Solutions. This does not change the cost to the client; GWM will share in the revenue collected by OPS. The program is comprised of two elements. The first is a payment rate of 3 basis points or 0.03% for existing Assets Under Management held at OPS by GWM. The second element is a tiered payment starting at 5 basis points or 0.05% for new Assets Under Management submitted to OPS during the calendar quarter. OPS will provide the payment calculation to GWM quarterly and pay to GWM within 30 days of the calculation. The tiered payment for new Assets Under Management is summarized in the table below.

<b>Net New Assets Under Management Tier</b>		<b>Fee</b>
<b>From</b>	<b>To</b>	<b>%</b>
\$0	\$100,000,000.00	0.05%
\$100,000,000.01	\$300,000,000.00	0.06%
\$300,000,000.01	\$500,000,000.00	0.07%



## Revenue Sharing Program – SEI Investment Management Corporation (“SEI”)

In addition to the regular advisory fee, GWM has entered into a revenue sharing program with SEI. This does not change the cost to the client; GWM will share in the revenue generated from gross cash receipts that are received by SEI Private Trust Company which are invested in SEI Mutual Funds (Class F, I or D), excluding those held in SEI Managed Accounts Solutions. The Firm receives payment of this revenue which is issued quarterly in arrears pursuant to a percentage of revenue generated, not to exceed 5 basis points or 0.05%.

A conflict of interest exists if IARs of GWM refer clients to any TPM’s where GWM has entered into a revenue sharing or incentive agreement. This conflict is mitigated or avoided because clients and IARs of GWM have the ability to choose the advisory platform that meets their needs and are not obligated to utilize these companies for third-party money management. It is also important to note that the cost to the client and the direct compensation earned by the representative is not affected when investing or using these TPMs. The revenue generated from these arrangements is paid to GWM and is used to defray expenses related to operations, marketing, training and future enhancements. When referring clients to a third- party money managers or advisory platforms, the client’s best interest will be the main determining factor of IARs of GWM.

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

### **Code of Ethics Description**

The employees of GS have committed to a Code of Ethics (“Code”). The purpose of our Code is to set forth standards of conduct expected of GS employees and addresses conflicts that may arise. The Code defines acceptable behavior for employees of GS. The Code reflects GS and its supervised persons’ responsibility to act in the best interest of their client.

One area the Code addresses is when employees buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our clients. We do not allow any employees to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the interests of our clients.

GS’ policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of GS may recommend any transaction in a security or its derivative to advisory clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

GS’ Code is based on the guiding principle that the interests of the client are our top priority. GS’ officers, directors, advisors, and other employees have a fiduciary duty to our clients and must diligently perform that duty to maintain the complete trust and confidence of our clients. When the potential for conflict arises, it is our obligation to put the client’s interests over the interests of either employees or the company.

The Code applies to “access” persons. “Access” persons are employees who have access to non-public information regarding any clients’ purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to clients, or who have access to such recommendations that are non-public. The firm will provide a copy of the Code of Ethics to any client or prospective client upon request.

## **Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

GWM and its employees do not recommend securities to clients in which we have a material financial interest.

## **Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

GWM and its employees may buy or sell securities that are also held by clients. In order to mitigate conflicts of interest such as front running of client trades, employees are required to disclose all reportable securities transactions as well as provide GWM with copies of their brokerage statements.

The Chief Compliance Officer of GWM is Brian Remme, He or his designee reviews employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets and that clients of the firm are not adversely affected by employee transactions.

## **Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest**

GWM does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended and therefore no conflicts of interest exist.

## **Item 12: Brokerage Practices**

### **Factors Used to Select Broker-Dealers for Client Transactions**

GWM does not have any affiliation with securities product sales firms used for custodial services. Specific custodian recommendations are made to Clients based on their need for such services. GWM utilizes custodians based on the proven integrity and financial responsibility of the firm and the best execution of orders at reasonable commission rates. Clients pay for any and all custodial fees in addition to the advisory fee charged by GWM.

GWM requires the use of the following brokerage firms and trust companies (qualified custodians), Pershing, E-Trade, Scottrade, Fidelity, RBC and TD Ameritrade depending on the platform or manager used for the Client account(s). GWM does not receive fees or commissions from any of these arrangements.

- *Directed Brokerage:* GWM does not take direction from clients as to what broker-dealer to use.
- *Best Execution:* Investment advisors who manage or supervise client portfolios on a discretionary basis have a fiduciary obligation of best execution. GWM does not exercise discretion over client accounts.
- *Soft Dollar Arrangements:* The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by GWM from or through a broker-dealer in exchange for directing client transactions to the broker-dealer. As permitted by Section 28(e) of the Securities Exchange Act of 1934, GWM receives economic benefits as a result of commissions generated from securities transactions by the broker-dealer from the accounts of GWM. These benefits include both proprietary research from the broker and other research written by third parties.

A conflict of interest exists when GWM receives soft dollars. This conflict is mitigated by the fact that GWM has a fiduciary responsibility to act in the best interest of its clients and the services received are beneficial to all clients.

GWM utilizes the services of custodial broker dealers. Economic benefits are received by GWM which would not be received if GWM did not give investment advice to clients. These benefits include: A dedicated trading desk, a dedicated service group and an account services manager dedicated to GWM's accounts, ability to conduct "block" client trades, electronic download of trades, balances and positions, duplicate and batched client statements, and the ability to have advisory fees directly deducted from client accounts.

A conflict of interest exists when GWM receives soft dollars. This conflict is mitigated by the fact that GWM has a fiduciary responsibility to act in the best interest of his clients and the services received are beneficial to all clients.

### **Aggregating Securities Transactions for Client Accounts**

GWM is not authorized to aggregate purchases and sales and other transactions.

## **Item 13: Review of Accounts**

### **Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory Persons Involved**

Customers should promptly inform their IAR of any changes related to their financial situation as well as any changes to their investment goals. As such, the IAR has an ongoing obligation to review applicable information regarding their customers such as; client accounts, suitability information, account statements and performance data to help ensure stated goals and objectives are still aligned with any updates to the customer's goals and objectives. Additionally, the IAR must periodically, but no less than annually, attempt to meet with their customers to discuss the client's advisory accounts. Account reviews may be performed more frequently when market conditions dictate. Financial plans are considered complete when recommendations are delivered to the client and a review is done only upon request of client.

### **Review of Client Accounts on Non-Periodic Basis**

Other conditions that may trigger a review of clients' accounts are changes in the tax laws, new investment information, and changes in a client's own situation.

### **Content of Client Provided Reports and Frequency**

GWM does not issue regular reports. Account statements are issued by the custodian. Client receives confirmations of each transaction in accounts from the Custodian and an additional statement during any month in which a transaction occurs.

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

### **Economic benefits provided to the Advisory Firm from External Sources and Conflicts of Interest**

GWM may receive referral fees for referring clients to TPMs that could create a conflict of interest. This conflict is mitigated by the fact that clients may use another money manager of their choosing. When referring clients to TPM, the client's best interest will be the main determining factor of GWM. See Item 10 for more details regarding additional revenue that GWM receives for referring customers to Orion Portfolio Services, Gradient Investments, LLC and SEI Investments Corporation.

### **Other Compensation – RBC Clearing and Custody ("RBC C&C")**

RBC C&C, a division of RBC Capital Markets, LLC, provides clearing and custody services to Gradient Securities, LLC for broker dealer (transaction based) accounts as well as advisory accounts offered

through the RBC platform. Gradient Securities, LLC has entered into an incentive credit agreement where RBC C&C will provide an incentive credit of \$10,000 for every \$25,000,000 in additional assets placed with RBC C&C.

Due to this compensation, a conflict of interest exists if IARs of GWM recommend investment accounts with RBC C&C. This conflict is mitigated or avoided because your IAR does not directly share in this financial incentive as GWM utilizes this incentive to defray costs associated with its operations. Additionally, when referring clients to brokerage or advisory platforms, the client's best interest will be the main determining factor of IARs of GWM.

In addition, IARs of GWM may be eligible for cash and non-cash compensation including bonuses, recognition trips and other benefits. Some of these programs may be financed in whole or part by unaffiliated third parties, including TPMs, which may influence some IARs to favor those managers. See the prior sections entitled "Fees and Compensation" and "Other Financial Industry Activities and Affiliations" for more details regarding compensation and conflicts of interests.

#### **Advisory Firm Payments for Client Referrals**

IARs may enter into solicitation agreements which compensate third-party intermediaries for client referrals that result in the provision of investment advisory services by the IAR through the firm. Any such cash solicitation agreements will comply with Rule 206(4)-3 under the Advisers Act. Solicitors introducing clients to IAR may receive compensation from IAR, such as a retainer or a flat fee per referral. Such compensation will be paid pursuant to a written agreement with the solicitor and generally may be terminated by either party from time to time. The cost of any such fees will be borne entirely by IAR and not by any affected client or the firm.

#### **Recruiting and Transition Assistance**

IARs may have received payments from Gradient Securities, LLC (GS) in connection with the transition from another broker dealer or investment adviser firm. These payments are intended to assist the IARs with the cost associated with the transition mentioned above. These payments may be in the form of loans to the IARs, which are repayable to GS or are forgiven by GS based on years of service with GS or the extent of their production with GS.

These payments to new or existing IARs may present a conflict of interest in that an IAR may have a financial incentive to maintain a relationship with GS which may include directing clients to GS for execution of trades. However, to the extent an IAR directs clients to GS for services, it is because the IAR believes that it is in that client's best interest to do so.

### **Item 15: Custody**

#### **Account Statements**

All assets are held at qualified custodians, which means the custodians provide account statements directly to clients at their address of record at least quarterly. Clients are urged to compare their account statements received directly from their custodians to the performance report statements prepared by the TPM.

GWM is deemed to have indirect custody solely because advisory fees are directly deducted from client's account by the custodian on behalf of GWM.

## **Item 16: Investment Discretion**

### **Non-discretionary Authority for Trading**

GWM accepts non-discretionary authority to manage securities accounts on behalf of clients. GWM does realize some managers deem the firm and IAR's to have discretion based on our contract with them. GWM will obtain prior client approval before executing any transactions.

## **Item 17: Voting Client Securities**

### **Proxy Votes**

GWM does not vote proxies on securities. Clients are expected to vote their own proxies. The client will receive their proxies directly from the custodian of their account or from a transfer agent.

When assistance on voting proxies is requested, GWM will provide recommendations to the client. If a conflict of interest exists, it will be disclosed to the client.

## **Item 18: Financial Information**

### **Balance Sheet**

A balance sheet is not required to be provided because GWM does not serve as a custodian for client funds or securities and GWM does not require prepayment of fees of more than \$1,200 per client and six months or more in advance.

### **Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

GWM has no condition that is reasonably likely to impair our ability to meet contractual commitments to our clients.

### **Bankruptcy Petitions during the Past Ten Years**

Neither GWM nor its management has had any bankruptcy petitions in the last ten years.



## **Supervised Person Brochure**

Form ADV Part 2B

**4105 Lexington Avenue, Suite 380**

**Arden Hills, MN 55126**

**PHONE: (866) 991-1539**

**FAX: (651) 379-8040**

**WEBSITE [www.gradientsecurities.com](http://www.gradientsecurities.com)**

**EMAIL: [info@gradientsecurities.com](mailto:info@gradientsecurities.com)**

This brochure supplement provides information about supervised persons and supplements the Gradient Securities, LLC brochure. You should have received a copy of that brochure. Please contact Brian Remme, Chief Compliance Officer if you did not receive the brochure or if you have any questions about the contents of this supplement.

Additional information about supervised persons is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**March 26, 2021**

## **Brochure Supplement (Part 2B of Form ADV)**

### **Supervised Person Brochure**

Principal Executive Officer

### **Tami Lucius, Founder and CEO**

- Year of birth: 1971

### **Item 2 Educational Background:**

- Minnesota State University; Bachelor of Science, Industrial and Organizational Psychology; 1988

### **Business Experience:**

- Ascentium Insurance Solutions; Owner; 2018-Present
- Gradient Financial Group , LLC; Co-Owner; 2008-Present
- KonnexME, LLC; Co-Owner/Secretary/Treasurer; 2012-Present
- Gradient Securities, LLC; Member/Owner; 2009-Present
- Gradient Insurance Brokerage, Inc.; CEO/Owner; 2005-Present
- Stovall & Associates, LTD; Co-Owner; 2014-Present
- Personalized Brokerage Services, LLC; Vice President of Operations; 2000-2005

### **Item 3 Disciplinary Information**

None to report

### **Item 4 Other Business Activities**

Tami Lucius is owner of Gradient Insurance Brokerage, Inc. ("GIB") an insurance wholesaling company. Advisors of GWM may also have an outside affiliation through a separate agency (or individually as an agent) for the placement of insurance products. The agency or individual is licensed as an independent contractor of the insurance company and places insurance products directly with the insurance company of their choice. Insurance Marketing Organizations (IMO) exist within this independent structure to provide a distribution channel on behalf of the insurance companies. In the event an independent agent elects to partner with the IMO GIB, GIB will be compensated direct from the insurance company. Tami Lucius receives compensation from GIB and therefore a conflict of interest occurs. This conflict is mitigated as independent agents may work with any approved insurance company or IMO, one of which may be GIB. The commission structure built into insurance products is predetermined by the insurance companies and is not altered by the IMO. The product purchased by the client is issued by the insurance company and is no way altered by the IMO or the insurance agent. Furthermore, the client has no obligation to do business with the advisor/agent. Tami Lucius is owner of Ascentium Insurance Solutions, LLC ("AIS") a Medicare wholesaling company. Advisors of GWM may also have an outside affiliation through a separate agency (or individually as an agent) for the placement of Medicare insurance products. The agency or individual is licensed as an independent contractor of the Medicare insurance company and places insurance products directly with the insurance company of their choice. In the event an independent agent elects to partner with the IMO AIS, AIS will be compensated direct from the insurance company. Tami Lucius receives compensation from AIS and therefore a conflict of interest occurs. This conflict is mitigated as independent agents

may work with any approved Medicare insurance company or IMO, one of which may be AIS for Medicare insurance business. While GWM encourages that Medicare business be submitted through AIS, independent agents may choose to work with a wide variety of approved Medicare insurance carriers available through AIS. Furthermore, the client has no obligation to do business with the advisor/agent. Tami Lucius is co-owner of Stovall & Associates, LTD ("Stovall"), a CPA firm. Advisors of GWM may refer clients to Stovall to provide clients with tax services for which Tami Lucius may receive compensation and therefore a conflict exists. This conflict is mitigated as advisors may refer clients to any CPA firm and the client has no obligation to do business with the advisor or Stovall.

### **Item 5 Additional Compensation**

Tami Lucius receives compensation from Gradient Insurance Brokerage, Inc. ("GIB"). A conflict of interest occurs if an associated person of GWM refers a client to an independent insurance organization, like GIB. In that event, GIB would receive compensation through non-securities (insurance) products sold under these circumstances. This conflict is mitigated as clients are not obligated to use GIB for insurance product purchases. Tami Lucius may receive compensation from Ascentium Insurance Solutions, LLC ("AIS"). A conflict of interest occurs if an associated person of GWM refers a client to an independent insurance organization, like AIS. In that event, AIS would receive compensation through non-securities (insurance) products sold under these circumstances. This conflict is mitigated as clients are not obligated to use AIS for insurance product purchases. Tami Lucius receives compensation from Stovall & Associates, LTD ("Stovall"). A conflict of interest occurs if a GWM advisor refers a client to Stovall. In that event, Stovall would receive compensation for CPA-related services. This conflict is mitigated as clients are not obligated to use Stovall for CPA services.



## **Brochure Supplement (Part 2B of Form ADV)**

### **Supervised Person Brochure**

#### **Robert Nelson, Elected Manager**

- Year of birth: 1972

#### **Item 2 Educational Background:**

##### **Educational Background:**

- University of Kansas; BS in Chemical Engineering; 1994

##### **Business Experience:**

- Gradient Securities, LLC; President; March 2021- Present
- Gradient Securities, LLC; Field Supervising Principal; October 2017–April 2021
- Nelson Financial Services, Inc.; Managing Member, October 2013 – October 2017
- Gradient Financial Group; KonnexMe, LLC; Project Manager; April 2011-September 2017
- Gradient Financial Group; Technology Manager; April 2009-March 2011
- Gradient Financial Group; Controller; July 2005 – March 2009
- Personalized Brokerage Services; Financial Marketer; November 1997 – June 2005
- Farm Bureau Insurance; Insurance Agent; May 1995 to October 1997

#### **Item 3 Disciplinary Information**

None to report

#### **Item 4 Other Business Activities**

None to report

#### **Item 5 Additional Compensation**

None

#### **Item 6 Supervision**

Rob Nelson's advisory activities are supervised by Brian Remme, Chief Compliance Officer. He reviews Rob Nelson's advisory work through frequent office interactions. Brian Remme also reviews Rob Nelson's activities through our client relationship management system. Mr. Remme's contact information: Tele: (866) 991-1539, Email: bremme@gradientsecurities.com

## **Brochure Supplement (Part 2B of Form ADV)**

### **Supervised Person Brochure**

**Brian Remme, Chief Compliance Officer**

**Year of birth:** 1973

### **Item 2 Educational Background:**

#### **Professional Certifications:**

Retirement Income Certified Professional (RICP) – Retirement Income Certified Professional designation is awarded by the American College. RICP certification requirements:

- Three years of professional experience.
- Three required courses, equivalent of 8 semester credit hours.
- Final course exam for each course; closed-book, proctored
- 15 hours of continuing education every two years

#### **Educational Background:**

- North Dakota State University; Bachelor of Science, Business Administration; 1996

#### **Business Experience:**

- Gradient Securities; LLC; Chief Compliance Officer, 2019-Present
- Questar Capital Corporation; VP, Field Compliance; 2014-2019
- Questar Capital Corporation; Senior Compliance Officer 2008-2014
- Ameriprise Financial Services; Senior Compliance Examiner; 2005 – 2008

### **Item 3 Disciplinary Information**

None to report

### **Item 4 Other Business Activities**

None to report

### **Item 5 Additional Compensation**

None

### **Item 6 Supervision**

Brian Remme is supervised by Rob Nelson, Elected Manager. He reviews Brian's work through frequent office interactions. He also reviews Brian's activities through our client relationship management system. Rob Nelson's contact information: Tele: (866) 991-1539, Email: [rnelson@gradientsecurities.com](mailto:rnelson@gradientsecurities.com)