



## **Omnia Family Wealth, LLC**

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

**Effective: March 21, 2021**

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Omnia Family Wealth, LLC ("Omnia Family Wealth" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (305) 602-9080 or by email at [info@omniawealth.com](mailto:info@omniawealth.com).

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

Additional information about Omnia Family Wealth and its Advisory Persons is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 170909.

**Omnia Family Wealth, LLC**  
18851 NE 29th Avenue, Suite 400, Aventura, FL 33180  
Phone: (305) 602-9080 \* Fax: (305) 602-9090  
[info@omniawealth.com](mailto:info@omniawealth.com)

## Item 2 – Material Changes

---

Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Omnia Family Wealth which is provided as a separate document to this Disclosure Brochure.

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

### Material Changes

There have been no material changes to this Disclosure Brochure since the last filing and distribution to Clients.

### Future Changes

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

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 170909. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at (305) 602-9080 or by email at [info@omniawealth.com](mailto:info@omniawealth.com).

## Item 3 – Table of Contents

---

<b>Item 1 – Cover Page .....</b>	<b>1</b>
<b>Item 2 – Material Changes .....</b>	<b>2</b>
<b>Item 3 – Table of Contents .....</b>	<b>3</b>
<b>Item 4 – Advisory Services.....</b>	<b>4</b>
A. Firm Information .....	4
B. Advisory Services Offered.....	4
C. Client Account Management .....	6
D. Wrap Fee Programs.....	6
E. Assets Under Management.....	6
<b>Item 5 – Fees and Compensation .....</b>	<b>7</b>
A. Fees for Advisory Services.....	7
B. Fee Billing.....	8
C. Other Fees and Expenses.....	9
D. Advance Payment of Fees and Termination .....	9
E. Compensation for Sales of Securities .....	10
<b>Item 6 – Performance-Based Fees and Side-By-Side Management .....</b>	<b>10</b>
<b>Item 7 – Types of Clients .....</b>	<b>10</b>
<b>Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....</b>	<b>11</b>
A. Methods of Analysis .....	11
B. Risk of Loss .....	11
<b>Item 9 – Disciplinary Information .....</b>	<b>13</b>
<b>Item 10 – Other Financial Industry Activities and Affiliations.....</b>	<b>13</b>
<b>Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</b>	<b>13</b>
A. Code of Ethics .....	13
B. Personal Trading with Material Interest.....	14
C. Personal Trading in Same Securities as Clients .....	14
D. Personal Trading at Same Time as Client.....	14
<b>Item 12 – Brokerage Practices .....</b>	<b>14</b>
A. Recommendation of Custodian[s] .....	14
B. Aggregating and Allocating Trades .....	15
<b>Item 13 – Review of Accounts.....</b>	<b>16</b>
A. Frequency of Reviews .....	16
B. Causes for Review .....	16
C. Review Reports.....	16
<b>Item 14 – Client Referrals and Other Compensation.....</b>	<b>16</b>
A. Compensation Received by Omnia Family Wealth .....	16
B. Client Referrals from Solicitors .....	17
<b>Item 15 – Custody.....</b>	<b>17</b>
<b>Item 16 – Investment Discretion .....</b>	<b>17</b>
<b>Item 17 – Voting Client Securities .....</b>	<b>17</b>
<b>Item 18 – Financial Information .....</b>	<b>17</b>
<b>Privacy Policy .....</b>	<b>18</b>

## Item 4 – Advisory Services

---

### A. Firm Information

Omnia Family Wealth, LLC (“Omnia Family Wealth” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission. The Advisor is organized as a limited liability company (“LLC”) under the laws of the State of Florida. Omnia Family Wealth was founded in September 2015, and is owned and operated by Steven Alan Wagner (Chief Executive Officer), Ivan Orlando Hernandez (Managing Director of Wealth Structure and Planning and Chief Compliance Officer), and Michael Scott Wagner (Managing Director). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Omnia Family Wealth.

### B. Advisory Services Offered

Omnia Family Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations, businesses and pooled investment vehicles (each referred to as a “Client”).

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

#### Wealth Management Services

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

*Investment Management Services* - Omnia Family Wealth works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. In order to create a comprehensive financial strategy, Omnia Family Wealth will typically provide a variety of financial planning strategies to Clients that integrate noninvestment related matters such as estate planning, tax planning, insurance planning, family education, philanthropic planning, and other components of financial planning (see *Financial Planning Services* below).

The Advisor will then develop a strategic asset allocation based on the Client’s investment objectives, conducting due diligence on managers across the spectrum of investment strategies, selecting managers to implement the allocation internally developed, and providing ongoing monitoring of the investments. Omnia Family Wealth may utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) to assist in the management of Client assets. For its high net worth Clients, Omnia Family Wealth may recommend investments in affiliated or unaffiliated private investment vehicles, which may in turn invest in real estate, private equity or other investments. Under certain conditions, private investments may be recommended to Clients, but only if the respective investment is appropriate for the Client. Assets in a private investment are invested in accordance with the respective investment’s offering documents. Clients invested in a private investment should consult the offering documents for information regarding its investment program, limitations on withdrawal, and risk factors.

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

Omnia Family Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Omnia Family Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Omnia Family Wealth may recommend specific positions to increase sector

or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Omnia Family Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

*Use of Independent Managers* – When deemed to be in the Client's best interest, Omnia Family Wealth will recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively "Independent Managers") for all or a portfolio of a Client's investment portfolio. In such instances, the Client will then enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. Omnia Family Wealth may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. Omnia Family Wealth will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers' strategies and target allocations remain aligned with its clients' investment objectives and overall best interests. The Client, prior to entering into an agreement with an Independent Manager, will be provided with the advisor's Form ADV 2A (or a brochure that makes the appropriate disclosures).

*Financial Planning Services* – Omnia Family Wealth will typically provide a variety of financial planning services to individuals and families either as part of its wealth management services or pursuant to a written financial planning agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives. Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation based on the Client's financial goals and objectives. This planning may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

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

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

#### Private Fund Management Services

The Advisor serves as the general partner and as the investment manager to pooled investment vehicles (each a "Fund" and collectively the "Funds"). These services are detailed in the offering documents for each Fund, which include as applicable, operating agreements, private placement memorandum and/or term sheets, subscription agreements, separate disclosure documents, and all amendments thereto ("Offering Documents").

The Advisor manages each Fund based on the investment objectives, policies and guidelines as set forth in the respective Offering Documents and not in accordance with the individual needs or objectives of any particular investor therein. Each prospective investor interested in investing in a Fund is required to complete a subscription agreement in which the prospective investor attests as to whether or not such prospective investor meets the qualifications to invest in the Fund and further acknowledges and accepts the various risk factors associated with such an investment.

In general, investors in the Funds are not permitted to impose restrictions or limitations. However, the Advisor may enter into side letter agreements with one or more investors that may alter, modify, or change the terms of interest held by investors. Certain types of side letters create a conflict of interest between the Advisor and the investors in the Fund, and/or between investors themselves. Currently, the only side letters in place in the Funds are for lower or waived fee arrangements.

The Advisor will recommend that certain Clients invest in the Funds. The recommendation to invest in the Funds poses a conflict between the interests of the Advisor and the interests of the Client, as the Advisor is incentivized to increase the amount of assets in the Funds in order to increase the revenue generated to the Advisor. This conflict is mitigated as Clients will only pay the asset-based fee as described above. The Advisor will not receive additional fees for its management of the Fund. Clients of the Advisor are under no obligation to invest in the Funds.

***For more detailed information on investment objectives, policies and guidelines, please refer to the respective Fund's Offering Documents.***

#### Advisory-Only Investment Services

Omnia Family Wealth provides customized advisory-only investment services for certain Clients. In such instances, the Client will engage Omnia Family Wealth through an advisory-only investment advisory agreement. The Client will retain all control over implementation of any investment decisions or trade executions, whether on the Client's own behalf or via the Client's third-party investment manager.

Advisory-only investment services may include the following:

- Customized performance reporting (including appropriate benchmark comparisons);
- Quarterly asset allocation reports; and
- Asset location recommendations.

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

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

- Establishing an Investment Strategy – Omnia Family Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client's investment goals and objectives.
- Asset Allocation – Omnia Family Wealth will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Omnia Family Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Omnia Family Wealth will provide investment management and ongoing oversight of the Client's investment portfolio.

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

Omnia Family Wealth does not manage or place Client assets into a wrap fee program.

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

As of December 31, 2020, Omnia Family Wealth had assets under management of \$610,523,339. This includes \$522,774,485 which is on a discretionary basis and \$87,748,854 on a non-discretionary basis. \$2,017,932,856 is the approximate total combined assets under management and assets under advisement.

Assets under advisement include, but is not limited to, personal property, outside investments and other real assets of approximately \$1,408,500,000. These are **non-GAAP** accounting assets and values are derived from information provided by the families we represent and are not verified by Omnia Family Wealth. Clients may request more current information at any time by contacting the Advisor.

## Item 5 – Fees and Compensation

---

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more agreements with the Advisor.

### A. Fees for Advisory Services

#### Wealth Management Services

Wealth management fees are paid monthly, at the end of each month, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the average daily balance of assets under management during the month. Wealth management fees range from 0.20% to 1.00% based on the following schedule:

Assets Under Management	Annual Rate
Up to 10,000,000	1.00%
10,000,001 to 25,000,000	0.50%
25,000,001 to 50,000,000	0.40%
50,000,001 to 100,000,000	0.30%
Above 100,000,000	0.20%

The fee in the first month of service is prorated from the effective date of the agreement to the end of the first month. Fees may be negotiable at the sole discretion of the Advisor and the Advisor may charge a lesser fee based upon criteria, such as, but not limited to, anticipated future earning capacity, anticipated future assets to be managed, related accounts, account composition, and other factors. The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Omnia Family Wealth will be independently valued by the Custodian. Omnia Family Wealth will not have the authority or responsibility to value portfolio securities.

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

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

*Use of Independent Managers* – As noted in Item 4, the Advisor will implement all or a portion of a Client's investment portfolio utilizing one or more Independent Managers. To eliminate any conflict of interest, the Advisor does not earn any compensation from an Independent Manager. The Advisor will only earn its investment advisory fee as described above. Independent Managers typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with an Independent Manager. The terms of such fee arrangements are included in the Independent Manager's disclosure brochure and applicable contract[s] with the Independent Manager. The total blended fee, including the Advisor's fee and the Independent Manager's fee, will not exceed 2.00% annually.



#### Financial Planning Services

Stand-alone financial planning services are offered for a fixed fee ranging from \$10,000 to \$100,000. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor. Certain engagements may have a fee that is higher than the stated range. An estimate for total costs will be determined prior to engaging for these services.

#### Private Fund Management Services

The Advisor will not receive additional fees for its management of the Fund. Investors should refer the respective Fund's Offering Documents for more detailed information on fees and compensation.

#### Advisory-Only Investment Services

Omnia Family Wealth may advise certain Clients on their accounts on an advisory-only basis and may be charged a fixed asset-based fee ranging from 0.20% – 1.00%. Fees may be negotiable based on the nature and complexity of the services to be provided and the overall relationship with the Advisor.

### **B. Fee Billing**

#### Wealth Management Services

Fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective month-end date. The annual fee is charged monthly, in arrears, based upon the average daily market value of assets under management. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management fees. It is the responsibility of the Client to verify the accuracy of these fees as listed on the custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Omnia Family Wealth directly from their accounts held by the Custodian as part of the agreement and separate account forms provided by the Custodian.

Omnia Family Wealth may recommend investments in private investment vehicles, which are not held at the Custodian. In such instances, the Client shall be required to complete the applicable private placement and/or account opening documents to establish these investments. The Advisor will debit its fee for providing investment advisory services with respect to these relationships directly from a brokerage account designated by the client held at the Custodian. For certain non-custodial partnership/private fund investments, the Advisor may not receive quarter-end investment valuations prior to its fee billing calculation. In such instances, the Advisor will use the most recent month-end or quarter-end valuation available for the calculation of investment advisory fees. The Advisor will recalculate its fee upon receipt of final valuations. Adjustments are reflected in the fee calculations for the next billing period.

*Use of Independent Managers* – For Client accounts implemented through an Independent Manager, the Client's overall fees will include Omnia Family Wealth's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the Independent Manager. The Independent Manager will assume the responsibility for calculating the Client's fees and deducting all fees from the Client's account[s].

#### Financial Planning Services

Financial planning fees are invoiced by the Advisor and are due upon the completion of the agreed upon deliverable[s].

#### Private Fund Management Services

The Advisor will not receive additional fees for its management of the Fund. Investors should refer to the Offering Documents for more detailed information on the fee billing and methodology.

#### Advisory-Only Investment Services

Fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective month-end date. The annual fee is charged monthly, in arrears, based upon

---

**Omnia Family Wealth, LLC**

18851 NE 29th Avenue, Suite 400, Aventura, FL 33180

Phone: (305) 602-9080 \* Fax: (305) 602-9090

<http://omniafamilywealth.com>



the average daily market value of assets under advisement. Since the asset-based fee is determined by average daily account balance, if assets are deposited into or withdrawn from an account, the base fee payable with respect to such assets is adjusted accordingly. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management fees. It is the responsibility of the Client to verify the accuracy of these fees as listed on the custodian's brokerage statement as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Omnia Family Wealth directly from their accounts held by the Custodian as part of the agreement and separate account forms provided by the Custodian.

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

Clients may incur certain fees or charges imposed by third parties, other than Omnia Family Wealth, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, except for fees associated with transferring accounts to the Custodian. Omnia Family Wealth will typically pay these expenses on behalf of the Client. Fees charged by Omnia Family Wealth are separate and distinct from these custody and execution fees and Omnia Family Wealth will receive no portion of these fees.

In addition, all fees paid to Omnia Family Wealth for wealth management services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Omnia Family Wealth, but would not receive the services provided by Omnia Family Wealth which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Omnia Family Wealth to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

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

#### Wealth Management Services

Omnia Family Wealth is compensated for its services at the end of the month after wealth management services are rendered. Either party may terminate the wealth management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

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

#### Financial Planning Services

Omnia Family Wealth is compensated for its services upon completion of the engagement deliverable[s]. Either party may terminate the financial planning agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the financial planning agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Client shall be billed for the percentage of the engagement scope completed by the Advisor. The Client's financial planning agreement with the Advisor is non-transferable without the Client's prior consent.

#### Private Fund Management Services

Investors should refer to each Fund's Offering Documents for more detailed information on the withdrawal process.

#### Advisory-Only Investment Services

Omnia Family Wealth is compensated for its services at the end of the month after advisory-only investment services are rendered. Either party may terminate the advisory-only agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client's agreement with the Advisor is non-transferable without the Client's prior consent.

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

Clients can engage certain persons associated with Omnia Family Wealth (but not Omnia Family Wealth) to render securities brokerage services under a separate commission-based arrangement. Clients are under no obligation to engage such persons and may choose brokers or agents not affiliated with Omnia Family Wealth.

#### Broker-Dealer Affiliation

Certain Advisory Persons, in their individual capacities, are registered representatives of Purshe Kaplan Sterling Investments, Inc. ("PKS"), a registered broker-dealer (CRD# 35747), member FINRA, SIPC. In one's separate capacity as a registered representative, an Advisory Person will provide securities brokerage services and implement securities transactions under a separate commission based arrangement. An Advisory Persons will be entitled to a portion of the brokerage commissions paid to PKS, as well as a share of any ongoing distribution or service (trail) fees from the sale of mutual funds. Omnia Family Wealth may also recommend no-load or load-waived funds, where no sales charges are assessed. Prior to effecting any transactions, Clients are required to enter into a separate account agreement with PKS. Omnia Family Wealth does not receive any portion of the commissions or transactional fees charged by PKS. A conflict of interest exists to the extent that Omnia Family Wealth recommends the purchase of securities where Omnia Family Wealth's Advisory Persons receive commissions or other additional compensation as a result of Omnia Family Wealth's recommendations. Omnia Family Wealth has procedures in place to ensure that any recommendations made by such Advisory Persons are in the best interest of Clients. Please see Item 10 – Other Financial Industry Activities and Affiliations.

#### Insurance Agency Affiliations

Certain Advisory Persons are also licensed insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Omnia Family Wealth. As an insurance professional, an Advisory Person will receive customary commissions and other related revenues from the various insurance companies whose products are sold. An Advisory Person is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

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

---

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

Additionally, the Advisor manages proprietary Funds. Such a recommendation to invest in a Fund would be preceded by an assessment by the Advisor as to the suitability and appropriateness of such an investment, relative to other similar investments. Omnia Family Wealth does not charge an additional management fee for investments in the Funds. Additionally, Omnia Family Wealth has adopted a number of compliance policies and procedures, including a Code of Ethics and a Compliance Manual which includes trade allocation policies that seek to ensure that investment opportunities are allocated fairly amongst clients.

### **Item 7 – Types of Clients**

---

Omnia Family Wealth offers investment advisory services to individuals, high net worth individuals, trusts, estates, charitable organizations, other businesses and pooled investment vehicles. The amount of each type of

Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Omnia Family Wealth generally requires a minimum relationship size of \$5,000,000, which may be reduced at the sole discretion of the Advisor.

#### Private Fund Management Services

The Funds require that all investors meet the definition of "accredited investors", and also require investors to be "qualified purchasers" within the meaning of Section 2(a)(51) of the Investment Company Act of 1940 Act. The Funds generally require a minimum investment in the amount of \$1,000,000.

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

---

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

Omnia Family Wealth primarily employs fundamental analysis in developing investment strategies for its Clients. Research and analysis from Omnia Family Wealth are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others. Omnia Family Wealth also engages Cliffwater, LLC to conduct investment and operational diligence on specified investment opportunities.

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

Omnia Family Wealth has a goal-driven investment strategy. Because clients seek to achieve certain outcomes – to fund current lifestyle, pursue a philanthropic initiative, launch an entrepreneurial venture, for instance – the Advisor's investment philosophy balances asset allocation, tax efficiency and cost effectiveness with goal-driven investing.

In this context, Omnia Family Wealth helps Clients manage their portfolio within a band of volatility that is aligned with the client's specific tolerance for risk and experience as an investor. Omnia Family Wealth's emphasis is on risk budgeting and managing for risk, not on short-term portfolio performance.

On an ongoing basis, Omnia Family Wealth identifies asset classes, sectors and individual investments in order to understand where volatility is coming from, and where it could come from, in order to mitigate risk. Omnia Family Wealth also considers how all of a client's assets are correlated; even assets outside the portfolio and investments separate from those the Firm is helping to manage. Omnia Family Wealth complements portfolio management with the intelligent structuring of financial tools in areas such as tax, estate planning, and insurance, in order to optimize investment performance.

Omnia Family Wealth also manages money on a discretionary basis to offer clients peace of mind and freedom from high stakes decision-making, while managing portfolios with heightened agility to respond to market changes, volatility and global events.

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

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Omnia Family Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis

may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

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

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

#### Market Risks

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

#### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

#### Mutual Fund Risks

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

#### Alternative Investment (Limited Partnerships) Risks

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

#### Private Fund Risks

Private investment funds are not registered under the Investment Company Act of 1940 and are therefore not subject to the regulatory requirements it imposes. An investment in a private fund involves risks not typically associated with traditional investment funds. These risks include limitations on transfers, valuation of the underlying investments and transparency with respect to the fund's underlying investments. These funds are not readily marketable and have limited liquidity.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

---

**There are no legal, regulatory or disciplinary events involving Omnia Family Wealth or any of its management persons.** Omnia Family Wealth values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider with whom the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD #170909.

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

---

### Omnia Family Wealth Private Fund Affiliation

As noted in Item 4 – Advisory Services, Omnia Family Wealth serves as the General Partner and Manager to the Master Fund. The Advisor is also the General Partner and Manager to the Feeder Fund. The Advisor will not receive additional fees any investments made into the Funds. Details of the organizational structure are provided in the respective Fund's Operating Agreement and Subscription Documents, which are provided to Investors in advance of any investment.

***There can be no assurance that the investment objectives of the Funds will be achieved or the investment strategies employed by Omnia Family Wealth or underlying managers will be successful. Please see the Funds' Operating Agreements and Confidential Private Placement Memorandums for additional details regarding the Advisor's investment approach and the Funds associated risks.***

### Broker-Dealer Affiliation

As noted in Item 5.E, certain Advisory Persons are also registered representatives of PKS. In one's separate capacity as a registered representative, an Advisory Person will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by an Advisory Person. Neither the Advisor nor an Advisory Person will earn investment advisory fees in connection with any services implemented in an Advisory Person's separate capacity as a registered representative where commissions are earned.

### Insurance Agency Affiliations

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

### Private Fund Advisory Committee

Steven Wagner may maintain a position on an advisory committee to represent Omnia Family Wealth Client's best interests on certain matters pertaining to private fund investments including, but not limited to altering the duration of the investment period, term of the fund or investment restrictions.

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

---

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

Omnia Family Wealth has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Omnia Family Wealth ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Omnia Family Wealth and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Omnia Family Wealth associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a



range of topics that address employee ethics and conflicts of interest. To request a copy of the Code of Ethics, please contact the Advisor at (305) 602-9080 or via email at [info@omniawealth.com](mailto:info@omniawealth.com).

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

Omnia Family Wealth allows Supervised Persons to purchase or sell the same securities and funds that may be recommended to and purchased on behalf of Clients. Omnia Family Wealth does not have a material interest in any securities traded in Client accounts.

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

Omnia Family Wealth allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that the Advisor recommends (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, the Advisor must disclose to Clients and mitigate through policies and procedures. As noted above, the Advisor has adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures. When trading for personal accounts, Supervised Persons of Omnia Family Wealth have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Omnia Family Wealth requiring reporting of personal securities trades by its Supervised Persons for review by its Supervised Persons for review by the Chief Compliance Officer ("CCO"). The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

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

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

### **Item 12 – Brokerage Practices**

---

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

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

While Omnia Family Wealth does not exercise discretion over the selection of the Custodian, the Advisor will typically recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a Custodian not recommended by Omnia Family Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Omnia Family Wealth may recommend the Custodian based on criteria such as, but not limited to, their respective financial strength, its reputation, execution, pricing, research service, and/or the location of the Custodian's offices. Omnia Family Wealth generally recommends that Clients utilize the custody, brokerage and clearing services of Fidelity Clearing & Custody Solutions, a related entities of Fidelity Investments, Inc. (collectively "Fidelity") and Pershing Advisor Solutions, a subsidiary of Pershing LLC, member FINRA, NYSE, SIPC, which is a wholly-owned subsidiary of The Bank of New York Mellon Corporation (herein "Pershing"), for investment management accounts. Fidelity and Pershing will serve as the Client's "qualified custodians". Omnia Family Wealth maintains an institutional relationship with Fidelity and Pershing, whereby the Advisor receives economic benefits from Fidelity and Pershing. Please see Item 14 below.



#### Private Fund Management Services

Given the nature of the Fund's investment program, the Manager may utilize broker-dealers in conducting its portfolio transactions. In selecting brokers for the Fund's portfolio transactions, the Manager will seek to obtain the best execution for the Fund, taking into account, without limitation, the following factors: the ability to effect prompt and reliable executions at favorable prices (including the applicable dealer spread or commission, if any); the operational efficiency with which transactions are effected, taking into account the size of order and difficulty of execution; the financial strength, integrity and stability of the broker; the broker's risk in positioning a block of securities; the quality, comprehensiveness and frequency of available research and information considered to be of value; and the competitiveness of spreads and commission rates in comparison with other brokers satisfying the Manager's other selection criteria.

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

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

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

**3. Directed Brokerage** - All Clients are serviced on a "directed brokerage basis", where Omnia Family Wealth will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s] at the Custodian, unless otherwise authorized by the Client. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account). Omnia Family Wealth will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

Agency cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]) are an exception to Omnia Family Wealth's normal operating procedures and are only used when it is of conspicuous advantage to both accounts in the absence of appropriate and comparable alternatives. However, Omnia Family Wealth may wish to implement an internal cross transaction of securities between Clients. We will only do this when the proposed transaction is in the best interests of both Clients. Omnia Family Wealth acknowledges its duty to seek best execution for its Clients and acknowledges that the use of cross transactions presents a conflict of interest under the Investment Advisers Act of 1940, Section 206(3) and Section 206(4). Therefore, cross transactions are only considered when the need to liquidate securities results in an availability of securities that are appropriate for another account. Omnia Family Wealth prohibits the need to purchase securities as the sole reason for identifying sale candidates nor does it allow the need to sell an issue as the sole reason for purchase of such by another Client. When effecting a cross transaction, Omnia Family Wealth does not act either as principal or agent through a broker/dealer or otherwise receive commissions or any type of compensation for effecting cross trades. Omnia Family Wealth's sole intent for doing a cross trade is to act in the best interest of each Client in accordance with their respective investment objectives. Omnia Family Wealth prospectively requires written consent from all participating parties to authorize cross trades. Additionally, Omnia Family Wealth will deliver written confirmations before or at the completion of the cross trade that includes (i) the nature of the trade; (ii) the date of the transaction; (iii) an offer to furnish the time of the trade; and (iv) the source and amount of any remuneration received by the Advisor. The Advisor will deliver annual written reports to each Client that participated in cross transactions, containing the total number of transactions enacted since the last distribution. All confirmations and reports provided by the Advisor will contain language that the cross transaction may be revoked upon written notice.

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

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Omnia Family Wealth will execute its

transactions through the Custodian as directed by the Client. Omnia Family Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the same Custodian for multiple (discretionary) accounts in the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

## **Item 13 – Review of Accounts**

---

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

Securities in Client accounts are monitored on a regular and continuous basis by the Advisory Persons of Omnia Family Wealth. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client. For those Clients that engage for investment consulting services as part of its wealth management services, such reviews are conducted on an “as needed” basis. All Clients are encouraged to discuss their needs, goals, and objectives with Omnia Family Wealth and to keep Omnia Family Wealth informed of any changes thereto. Omnia Family Wealth contacts ongoing advisory Clients at least annually to review its previous services and/or recommendations and to discuss the impact resulting from any changes in the Client’s financial situation and/or investment objectives.

### **B. Causes for Review**

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

### **C. Review Reports**

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

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

---

### **A. Compensation Received by Omnia Family Wealth**

Omnia Family Wealth may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Omnia Family Wealth may receive non-compensated referrals of new Clients from various third-parties.

#### Participation in Institutional Advisor Platform

The Advisor has established institutional relationships with Fidelity and Pershing to assist the Advisor in managing Client account[s]. Access to the Fidelity and Pershing Institutional platforms is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Fidelity and Pershing. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits may influence the Advisor’s recommendation of this custodian over one that does not furnish similar software, systems support, or services.

Additionally, the Advisor may receive the following benefits from Fidelity and Pershing: receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading which provides the ability to aggregate securities transactions and then allocate

the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

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

Omnia Family Wealth may engage and compensate an unaffiliated third- party (a “Solicitor”) for Client referrals in accordance with the requirements of Rule 206(4)-3 of the Investment Advisers Act of 1940. Clients will not pay a higher fee to Omnia Family Wealth as a result of such payments to a Solicitor. The Advisor shall enter into an agreement with the Solicitor, which requires that full disclosure of the compensation and other conflicts is provided to the prospective client prior to or at the time of entering into the advisory agreement.

### **Item 15 – Custody**

---

All Clients must place their assets with a “qualified custodian”. Clients are required to engage the Custodian to retain their funds and securities and direct Omnia Family Wealth to utilize the Custodian for the Client’s security transactions. Omnia Family Wealth encourages Clients to review statements provided by the account Custodian. For more information about custodians and brokerage practices, see Item 12 - Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements in these cases, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client’s instructions.

#### Private Fund Management Services

As the General Partner and Manager to the Funds, Omnia Family Wealth is deemed to have custody over the assets of the Funds. Omnia Family Wealth complies with Rule 206(4)-2(b) by having the Fund audited at least annually by a PCAOB-organized and inspected accountant, and distributing audited financial statements, which are prepared in accordance with generally accepted accounting principles, to limited partners within 120 days of the end of the fiscal year of the Fund(s).

### **Item 16 – Investment Discretion**

---

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

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

---

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

### **Item 18 – Financial Information**

---

Neither Omnia Family Wealth, nor its management have any adverse financial situations that would reasonably impair the ability of Omnia Family Wealth to meet all obligations to its Clients. Neither Omnia Family Wealth, nor any of its Advisory Persons have been subject to a bankruptcy or financial compromise. Omnia Family Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

## Privacy Policy

**Effective:** March 21, 2021

### Our Commitment to You

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

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

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

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

### Why you need to know?

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

### What information do we collect from you?

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

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

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

### How do we protect your information?

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

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

### How do we share your information?

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

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

### Changes to our Privacy Policy

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

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

### Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (305) 602-9080 or via email at [info@omniawealth.com](mailto:info@omniawealth.com).