



# PERFORMANCE WEALTH

## Form ADV Part 2A – Disclosure Brochure

Effective: May 4, 2021

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[www.performancewealthpartners.com](http://www.performancewealthpartners.com)

This brochure provides information about the qualifications and business practices of Performance Wealth Partners, LLC d/b/a Performance Wealth (“Performance Wealth” or the “Advisor”). If you have any questions about the contents of this brochure, please contact the Advisor at (630) 686-5577.

Performance 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 about Performance Wealth to assist you in determining whether to retain the Advisor.

Additional information about Performance Wealth is available on the SEC’s website at <http://www.adviserinfo.sec.gov>.



## **Item 2: Material Changes**

### **Material Changes**

The following material changes have been made to this Disclosure Brochure since the last filing:

- Effective February 2021, Performance Wealth has appointed Ryan Gough as the Chief Compliance Officer.
- Performance Wealth offers retirement plan advisory services in a non discretionary capacity. Please see Item 4 and 5 for additional information.
- Performance Wealth's principal place of business is located at 36 E. Hinsdale Ave. Hinsdale, IL 60521.
- Performance Wealth has transitioned 100% ownership from Charles Lesser to Thomas Salvino and John Salvino's ownership of Performance Wealth Partners, LLC.

### **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 requiring disclosure.

At any time, you may view the current Disclosure Brochure online 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# 311735. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at the phone number identified on the cover sheet of this document.



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#### **Item 4: Advisory Business**

##### **A. Firm Information**

Performance Wealth Partners, LLC d/b/a Performance Wealth (“Performance Wealth” or the “Advisor”), which is organized as a limited liability company (“LLC”) under the laws of the State of Delaware, is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). Performance Wealth was founded in 2020, and is owned and operated by Thomas Salvino (Chief Executive Officer and Wealth Manager) and John P. Salvino (President, Chief Financial Officer, and Wealth Manager). The Chief Compliance Officer of Performance Wealth is Ryan Gough.

As of May 4, 2021, Performance Wealth manages \$2,302,021,922 in client assets, \$2,228,584,964 of which is managed on a discretionary basis and \$73,436,959 on a non-discretionary basis. Clients may request more current information at any time by contacting Performance Wealth.

##### **B. Advisory Services Offered**

Performance Wealth offers investment management services to, high-net-worth individuals, trusts, estates, charitable organizations, corporations and business entities (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under 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. Performance Wealth’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding our Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

##### **Investment Management Services**

Performance Wealth provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and/or non-discretionary investment management and related advisory services. Performance Wealth works closely 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. Performance Wealth will then construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, individual bonds, real estate investment trusts (“REITs”), options contracts and/or alternative investments, to meet the needs of its Clients. Where appropriate, the Advisor may also provide advice about any type of legacy position or other investment held in client portfolios. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Performance Wealth’s investment 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. Performance 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.

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

At no time will Performance Wealth accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the terms of the Client investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices.

#### Retirement Plan Advisory Services

Performance Wealth provides 3(21) retirement plan advisory services on behalf of the retirement plans (each a "Plan") and the company (the "Plan Sponsor"). The Advisor's retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

These services are provided by Performance Wealth serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of Performance Wealth's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

#### **C. Wrap Fee Program**



Performance Wealth includes securities transaction fees together with its investment advisory fees. Including these fees into a single asset-based fee is considered a “Wrap Fee Program”. The Advisor customizes its investment management services for its Clients. The Advisor sponsors the Performance Wealth Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client’s account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

#### **D. Assets Under Management**

As of May 4, 2021, Performance Wealth manages \$2,302,021,922 in client assets, \$2,228,584,964 of which is managed on a discretionary basis and \$73,436,959 on a non-discretionary basis. Clients may request more current information at any time by contacting Performance Wealth.

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

##### **Investment Management Services**

Investment management fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the investment management agreement. Investment management fees are based on the market value of assets under management at the end of the prior calendar quarter. Investment management fees typically range from 0.75% to 2.00% annually, based on several factors, including: the complexity of the services to be provided, the level of assets to be managed and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions and other complexities may be charged a higher fee.

The investment management fee in the first quarter of service is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable at the sole discretion of the Advisor. The Client’s fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Performance Wealth will be independently valued by the Custodian.

Investment management 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 quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by the number of days in year, multiplied by the number of days in the quarter) to the assets under management with Performance Wealth at the end of the prior quarter. Clients will be provided a statement, at least quarterly, from the Custodian reflecting deduction of the investment management fee. 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 Performance Wealth directly from their account[s] held by the Custodian as part of the investment management agreement and separate account forms provided by the Custodian. Certain assets under management may be excluded from the investment management fee.



Either party may terminate the investment management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the investment management 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 Advisor will refund any unearned, prepaid investment management fees from the effective date of termination to the end of the quarter. The Client's investment management agreement with the Advisor is non-transferable without the Client's prior consent.

#### Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 0.75% and are billed either in advance or arrears, pursuant to the terms of the retirement plan advisory agreement. Retirement plan fees are based on the market value of assets under management at the end of the prior calendar quarter. Fees may be negotiable depending on the size and complexity of the Plan.

Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

Performance Wealth may be compensated for its services at the beginning of the quarter before retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client shall be responsible for investment advisory fees up to and including the effective date of termination. The Advisor will refund any unearned, prepaid investment advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

#### Account Additions and Withdrawals

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities, provided that the Advisor 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 Performance Wealth, subject to the usual and customary securities settlement procedures. However, the Advisor typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. Performance Wealth may consult the Client about the implications of such transactions. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], an adjustment will be made in the next billing period to reflect the fee difference. The Advisor may negotiate a fee that differs from the schedule above for certain account[s] or holdings.

#### Sweep Account Fees

In most instances, Performance Wealth "sweeps" your available cash balance temporarily into a money market mutual fund or other short-term investment vehicle (typically offered by your custodian). We also



may invest in another mutual fund, including an exchange-traded fund. When we sweep your available cash balance into these unaffiliated funds, we charge our investment management fee on your total account assets, including assets in some unaffiliated funds as described in your investment advisory agreement.

#### Additional Fees and Expenses

Clients may incur certain fees or charges imposed by third parties in connection with investments made on behalf of the Client's account[s]. Performance Wealth includes securities transactions costs as part of its overall investment advisory fee through the Performance Wealth Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to Performance Wealth for investment advisory 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 Performance Wealth, but would not receive the services provided by Performance 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 Performance Wealth to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

#### Compensation for Sales of Securities

Performance Wealth does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

#### **Item 6: Performance-Based Fees & Side by Side Management**

Performance Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Performance 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.

Performance Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

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

##### Description

Performance Wealth generally provides investment advice to high-net-worth individuals, corporations and other business entities, pension and profit sharing plans, trusts, estates, or charitable organizations.





### Account Minimums

We currently do not have an account minimum or “relationship” minimum, but we do reserve the right to accept or decline a potential client for any reason at our sole discretion.

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

### Methods of Analysis

Performance Wealth is an active investment manager and utilizes a variety of methods and strategies to make investment decisions and recommendations. When evaluating investment opportunities, we employ fundamental and technical research methods using various resources such as financial news sources and websites; corporate data; ratings services; third party research; SEC filings (e.g., annual reports, prospectuses); company press releases; and proprietary research.

### Investment Strategies

Performance Wealth implements a variety of investment strategies for clients, and does not manage a specific, single strategy for its clients. The investment strategy for a specific client is based upon the objectives stated by the client during consultations, and varies by advisory team. The client may change these objectives at any time.

Performance Wealth's advice is primarily based on long-term investment strategies using asset allocation decisions and not market timing, however, Performance Wealth may implement short term trading strategies depending on the goals of the Client and/or the fundamentals of the security or asset class. Individual securities are screened based on the basis of company financial strength, growth characteristics, and overall ability to meet client objectives.

### 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. Performance 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.

- Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

- 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 have 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.

- Using Margin

You can lose more funds than you deposit in the margin account. A decline in the value of securities you purchased on margin may require you to provide additional funds or margin-eligible securities to avoid the forced sale of any securities or assets in your account(s).

**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 financially able to tolerate the risk of capital loss. Clients are reminded to discuss these risks with the Advisor.**



#### **Item 9: Disciplinary Information**

Registered investment advisers such as Performance Wealth are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of Performance Wealth or the integrity of its management. Performance Wealth does not have any such legal or disciplinary events and thus has no information to disclose with respect to this Item. Performance 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 that 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# 311735.

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

##### **Insurance Agency Affiliations**

Certain Advisory Persons are also licensed as insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Performance Wealth. As an insurance professional, Advisory Persons may 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.

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

Performance Wealth has adopted a code of ethics in compliance with applicable securities laws ("Code of Ethics") that sets forth the standards of conduct expected of its Supervised Persons. Performance Wealth's Code of Ethics contains written policies reasonably designed to prevent certain unlawful practices such as the use of material nonpublic information by the Firm or any of its Supervised Persons and the trading by the same of securities ahead of clients in order to take advantage of pending orders.

The Code of Ethics also requires certain of Performance Wealth's personnel to report their personal securities holdings and transactions and obtain pre-approval of certain investments (e.g., initial public offerings, limited offerings). However, the Firm's Supervised Persons are permitted to buy or sell securities that it also recommends to clients if done in a fair and equitable manner that is consistent with the Firm's policies and procedures. This Code of Ethics has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by certain personnel to be completed without any appreciable impact on the markets of such securities. Therefore, under limited circumstances, exceptions may be made to the policies stated below.

When the Firm is engaging in or considering a transaction in any security on behalf of a client, no Supervised Person with access to this information may knowingly effect for themselves or for their immediate family (i.e., spouse, minor children and adults living in the same household) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the Supervised Person is completed as part of a batch trade with clients; or



- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by money market funds; and (iv) shares issued by other unaffiliated open-end mutual funds.

Clients and prospective clients may contact Performance Wealth to request a copy of its Code of Ethics by contacting the Firm at the phone number on the cover page of this brochure.

## **Item 12: Brokerage Practices**

### **Recommendation of Broker-Dealers for Client Transactions**

Performance 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 Performance Wealth to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Performance Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Performance Wealth does not exercise discretion over the selection of the Custodian, it may 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 Performance Wealth. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Performance Wealth may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices.

Performance Wealth will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Performance Wealth maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits from Schwab. Please see Item 14 below.

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. Performance Wealth does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.
2. Brokerage Referrals - Performance 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 Performance 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]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor’s own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client’s account[s]). Performance 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.

#### 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 order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Performance Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the 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**

#### Periodic Reviews

Performance Wealth reviews clients’ accounts for appropriateness and relative value of investments. Securities in client accounts are monitored on a regular and continuous basis by Performance Wealth. Formal account reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Performance Wealth determines the frequency, depth and nature of reviews based on the terms of each client’s advisory agreement, mandate and particular needs as they may be communicated to us by the client. We conduct reviews to determine if an account’s holdings are consistent with the investment objectives and restrictions imposed by the client.

Performance Wealth may review accounts during other periods based upon certain trigger factors including significant market events, changes in a client’s investment objectives or guidelines or expected or unexpected material cash flow in an account. A variation in an investor’s personal life situation or psychology may trigger a review of accounts. In addition, changes in monetary and fiscal policy, inflation, supply and demand, geo-political and social factors are monitored continuously. Factors triggering reviews and perhaps triggering investment changes include: changes in regulatory or tax conditions, changes in the general condition of the economy, changes in currency, stock or bond markets and changes in any type of investment vehicle or individual security, owned by clients. Client should communicate any changes in investment objectives and restrictions as well as changes in financial condition to their Performance Wealth Advisor.

#### Regular Reports



Clients are provided with transaction confirmation notices and regular summary account statements directly from the Financial Institutions where their assets are custodied. From time-to-time or as otherwise requested, clients may also receive written or electronic reports from Performance Wealth and/or an outside service provider, which contain certain account and/or market-related information, such as an inventory of account holdings or account performance. Clients should compare the account statements they receive from their custodian with any documents or reports they receive from Performance Wealth or an outside service provider.

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

Performance Wealth is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Performance Wealth does not receive commissions or other compensation from product sponsors, broker-dealers or any un-related third party. Performance 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, Performance Wealth may receive non-compensated referrals of new Clients from various third-parties.

#### **Participation in Institutional Advisor Platform**

Performance Wealth has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like Performance Wealth. As a registered investment advisor participating on the Schwab Advisor Services platform, Performance Wealth receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. 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.

*Services that Benefit the Client* – Schwab’s institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client’s funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services and financial support to Performance Wealth that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these



services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Performance Wealth believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

#### Compensation for Client Referrals

Performance Wealth does not provide compensation to any third-party solicitors for client referrals.

#### **Item 15: Custody**

Pursuant to Rule 206(4)-2 of the Advisors Act, Performance Wealth is deemed to have custody of client funds because it has the authority and ability to debit fees from clients' accounts. To mitigate and potential conflict of interest all Performance Wealth client account assets will be maintained with an independent qualified custodian. Performance Wealth does not have physical custody of client assets.

Such qualified custodians will send account statements to clients at least once per calendar quarter that typically detail any transactions in such account for the relevant period. In addition, as discussed in Item 13, Performance Wealth will also send, or otherwise make available, periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the Financial Institutions and compare them to those received from Performance Wealth. Any other custody disclosures can be found in the Firm's Form ADV Part 1.

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, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client's instructions.

#### **Item 16: Investment Discretion**

Performance Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts. 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 Performance 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 management agreement containing a power-of-attorney and all applicable limitations to such authority. All discretionary trades made by Performance Wealth will be in accordance with each Client's investment objectives and goals. Performance Wealth, in certain circumstances, will also advise on a non-discretionary basis.

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

Performance Wealth will vote any and all proxies for any account on which it has proxy voting authority. Decisions about how to vote on a proxy will be made based on the best interests of an account. In general, Performance Wealth will vote in favor of routine proposals, such as those for the election of auditors, and against proposals that in any way restrict a shareholder's ability to realize the full potential value of their investment (such as anti-takeover measures and cumulative voting rights). Other proposals, such as officer and director stock plans, will be reviewed on a case-by-case basis. In the event that voting on a proposal may cause a conflict of interest, Performance Wealth will vote as described above unless doing



so does not address the potential conflict. In this case, Performance Wealth will communicate the proxy information and intended vote to the client. Performance Wealth will vote these proxies as decided by the client unless the client does not respond within a reasonable period of time, in which case Performance Wealth will vote as communicated to the client.

Performance Wealth does not direct advisory client's participation in class actions. Performance Wealth shall forward any class action documentation inadvertently received to the appropriate advisory clients. These policies have been written and in place in accordance with Rule 206(4)-6 and Performance Wealth acts in accordance with those procedures.

**Item 18: Financial Information**

Performance Wealth does not have any financial impairment that will preclude the firm from meeting contractual and fiduciary obligations to clients and has not been the subject of a bankruptcy proceeding.

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





## PERFORMANCE WEALTH

### Form ADV Part 2A – Wrap Fee Program Brochure

Effective: May 4, 2021

36 E. Hinsdale Ave.  
Hinsdale, IL 60521

(630) 686-5577

[www.performancewealthpartners.com](http://www.performancewealthpartners.com)

This wrap fee program brochure provides information about the qualifications and business practices of Performance Wealth Partners, LLC (“Performance Wealth” or the “Advisor”). If you have any questions about the contents of this wrap fee program brochure, please contact the Advisor at (630) 686-5577.

Performance Wealth is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this wrap fee program 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 wrap fee program brochure provides information about Performance Wealth to assist you in determining whether to retain the Advisor.

Additional information about Performance Wealth is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).



## **ITEM 2: MATERIAL CHANGES**

### **Material Changes**

The following material changes have been made to this Wrap Fee Program Brochure since the last filing:

- Effective February 2021, Performance Wealth has appointed Ryan Gough as the Chief Compliance Officer.
- Performance Wealth's principal place of business is located at 36 E. Hinsdale Ave. Hinsdale, IL 60521.
- Performance Wealth has transitioned 100% ownership from Charles Lesser to Thomas Salvino and John Salvino's ownership of Performance Wealth Partners, LLC.

### **Future Changes**

From time to time, the Advisor may amend this wrap fee program 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 also if a material change occurs requiring disclosure.

At any time, you may view the current Disclosure Brochure online 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# 311735. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at the phone number identified on the cover sheet of this document.



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#### **ITEM 4 – SERVICES, FEES AND COMPENSATION**

Performance Wealth is a Registered Investment Adviser registered with the Securities and Exchange Commission (SEC). Performance Wealth provides its clients with investment management and/or consulting services through wrap-fee programs available through our clearing firm Charles Schwab & Co., Inc. (Schwab), member SIPC, a registered broker-dealer. The wrap fee program allows Performance Wealth to manage client accounts for a single fee that includes both advisory services and brokerage costs.

Performance Wealth can charge up to a 2.00% annual fee on all assets, subject to negotiation. Performance Wealth may negotiate fees with certain clients in our Wrap Fee Program, based on various reasons, including but not limited to size of account or total assets under management. Our compensation under our Wrap Fee Program may be lower than our standard fee schedule; however, the overall cost of a wrap arrangement may be higher than a client otherwise would pay if the client paid our standard fee schedule and negotiated transaction costs and any other services (e.g., custody, recordkeeping and reporting) through a broker-dealer.

We customarily bill fees quarterly, in advance, based on the market value of portfolio assets (including dividends and interest) as of the last day of the prior quarter. When charged in advance, fees are calculated on the total market value of each account (including accrued interest and dividends) on the last day of the prior quarter. When charged in arrears, fees are calculated on the total market value of each account (including accrued interest and dividends) on the last day of the current quarter.

Under Performance Wealth's Wrap Fee Program, clients pay a single fee for discretionary investment management services and trade execution costs and, in certain instances, other services such as custody, recordkeeping and reporting. You do not pay separately for commissions for each trade we execute in this type of account. Instead, we incur the cost of executing securities transactions. This creates a conflict of interest because Performance Wealth is incentivized to initiate fewer trades in your Wrap Program Fee Account to minimize expenses for Performance Wealth. To manage this conflict of interest, we monitor account activity to help identify inactivity.

Schwab has eliminated commissions for online trades of equities, Exchange Traded Funds (ETFs) and options (subject to a \$0.65 per-contract fee). This means that, in most cases, when Performance Wealth buys and sells these types of securities, Performance Wealth will not have to pay any commissions to Schwab. Performance Wealth encourages clients to review Schwab's pricing to compare the total costs of entering into a wrap fee arrangement versus a non-wrap fee arrangement. If clients choose to enter into a wrap fee arrangement, their total cost to invest could exceed the cost of paying for brokerage and advisory services separately. To see what clients would pay for transactions in a non-wrap account, please refer to Schwab's most recent pricing schedules available at [schwab.com/aspricingguide](https://schwab.com/aspricingguide).

Performance Wealth receives compensation from clients whose assets are held in Wrap Fee Program Accounts. Performance Wealth and its advisors have a conflict of interest when they recommend that a prospective client or a current brokerage client open a Wrap Fee Advisory Account that will generate ongoing fees instead of no fees (for a prospective client) or transaction-based fees for a brokerage client.

Clients may bear the cost of custodial fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund which shall be disclosed in the fund's prospectus (i.e., fund management fees and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, fees for trades



executed away from custodian, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. These fees are not included within the wrap-fee you are charged by Performance Wealth.

Performance Wealth Advisors recommending the Wrap Fee Program do not receive more compensation than they would from a client selecting the same services outside the Wrap Fee Program.

#### **ITEM 5 – ACCOUNT REQUIREMENTS AND TYPES OF CLIENTS**

Performance Wealth generally requests a minimum account size of \$200,000 to participate in the Wrap Fee Program. Mutual fund investment options considered for our Wrap Fee Programs may impose investment minimums as described in the funds' prospectuses, which are available from your Advisor. Performance Wealth reserves the right to negotiate fees or accept accounts below our stated minimums.

The Wrap Program generally serves individuals, high net worth individuals, businesses, families, charitable organizations, and retirement plans.

#### **ITEM 6 - PORTFOLIO MANAGER SELECTION AND EVALUATION**

Performance Wealth is both the Sponsor and Portfolio Manager for the Wrap Fee Program and will not select any outside manager for the program. Accordingly, no related person will be chosen as a portfolio manager for this Wrap Fee Program.

Performance Wealth selects common industry benchmarks to assess investment strategy performance. Presentations containing performance information are reviewed by Performance Wealth for accuracy and compliance with presentation standards and requirements.

Performance Wealth offers portfolio management services to its Wrap Fee Program participants as described in Item 4 above as well as in Item 4 of Performance Wealth's Disclosure Brochure.

Performance Wealth offers ongoing portfolio management services based on each client's goals, objectives, time horizon, and risk tolerance as described in Performance Wealth's Firm Brochure, Item 4.

Performance Wealth Clients participating in the Wrap Fee Program receive the same investment management services as Clients who do not participate. Because Performance Wealth is both the portfolio manager and sponsor of the Wrap Program, all fees from the Wrap Fee Program are paid to Performance Wealth.

#### **Methods of Analysis**

Performance Wealth is an active investment manager and utilizes a variety of methods and strategies to make investment decisions and recommendations. When evaluating investment opportunities, we employ fundamental and technical research methods using various resources such as financial news sources and websites; corporate data; ratings services; third party research; SEC filings (e.g., annual reports, prospectuses); company press releases; and proprietary research.

#### **Investment Strategies**



Performance Wealth implements a variety of investment strategies for clients, and does not manage a specific, single strategy for its clients. The investment strategy for a specific client is based upon the objectives stated by the client during consultations, and varies by advisory team. The client may change these objectives at any time.

Performance Wealth's advice is primarily based on long-term investment strategies using asset allocation decisions and not market timing, however, Performance Wealth may implement short term trading strategies depending on the goals of the Client and/or the fundamentals of the security or asset class. Individual securities are screened based on the basis of company financial strength, growth characteristics, and overall ability to meet client objectives.

#### 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. Performance 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 9 – 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.

- Options Contracts

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

- 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 have 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.

- Using Margin

You can lose more funds than you deposit in the margin account. A decline in the value of securities you purchased on margin may require you to provide additional funds or margin-eligible securities to avoid the forced sale of any securities or assets in your account(s).

***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. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.***

#### Performance-Based Fees And Side-By-Side Management

Performance Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Performance 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.

Performance Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients. Performance Wealth does not offer performance-based fee arrangement to clients.

#### Voting Client Securities

Performance Wealth will vote any and all proxies for any account on which it has proxy voting authority. Decisions about how to vote on a proxy will be made based on the best interests of an account. In general, Performance Wealth will vote in favor of routine proposals, such as those for the election of auditors, and against proposals that in any way restrict a shareholder's ability to realize the full potential value of their investment (such as anti-takeover measures and cumulative voting rights). Other proposals, such as officer and director stock plans, will be reviewed on a case-by-case basis. In the event that voting on a proposal may cause a conflict of interest, Performance Wealth will vote as described above unless doing so does not address the potential conflict. In this case, Performance Wealth will communicate the proxy information and intended vote to the client. Performance Wealth will vote these proxies as decided by



the client unless the client does not respond within a reasonable period of time, in which case Performance Wealth will vote as communicated to the client.

Performance Wealth does not direct advisory client's participation in class actions. Performance Wealth shall forward any class action documentation inadvertently received to the appropriate advisory clients. These policies have been written and in place in accordance with Rule 206(4)-6 and Performance Wealth acts in accordance with those procedures.

#### **ITEM 7- CLIENT INFORMATION PROVIDED TO PORTFOLIO MANAGERS**

The personal information you provide Performance Wealth at account opening, including, without limitation, your social security number, net worth, annual income, etc., is accessible to your Financial Adviser. Your personal information is protected in accordance with our privacy policy, which is available on our website, [www.performancewealthpartners.com](http://www.performancewealthpartners.com) or you may request a copy from Performance Wealth.

#### **ITEM 8 - CLIENT CONTACT WITH PORTFOLIO MANAGERS**

Your contact for information and consultation regarding your wrap-fee program account is your Financial Adviser. Performance Wealth places no restrictions on client ability to contact portfolio managers, who can be reached during regular business hours using the contact information on the cover page of this brochure

#### **ITEM 9 – ADDITIONAL INFORMATION**

##### Disciplinary Information

An investment advisor must disclose material facts about any legal or disciplinary event that is material to a client's evaluation of the advisory business or of the integrity of its management personnel. No events have occurred that are applicable to this item.

##### Other Financial Industry Activities And Affiliations

Certain Advisory Persons are also licensed as insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Performance Wealth. As an insurance professional, Advisory Persons may 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.

##### Account Reviews

Performance Wealth reviews clients' accounts for appropriateness and relative value of investments. Securities in client accounts are monitored on a regular and continuous basis by Performance Wealth. Formal account reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Performance Wealth determines the frequency, depth and nature of reviews based





on the terms of each client's advisory agreement, mandate and particular needs as they may be communicated to us by the client. We conduct reviews to determine if an account's holdings are consistent with the investment objectives and restrictions imposed by the client.

Performance Wealth may review accounts during other periods based upon certain trigger factors including significant market events, changes in a client's investment objectives or guidelines or expected or unexpected material cash flow in an account. A variation in an investor's personal life situation or psychology may trigger a review of accounts. In addition, changes in monetary and fiscal policy, inflation, supply and demand, geo-political and social factors are monitored continuously. Factors triggering reviews and perhaps triggering investment changes include: changes in regulatory or tax conditions, changes in the general condition of the economy, changes in currency, stock or bond markets and changes in any type of investment vehicle or individual security, owned by clients. The Client should communicate any changes in investment objectives and restrictions as well as changes in financial condition to their Performance Wealth Advisor.

#### Regular Reports

Clients are provided with transaction confirmation notices and regular summary account statements directly from the Financial Institutions where their assets are custodied. From time-to-time or as otherwise requested, clients may also receive written or electronic reports from Performance Wealth and/or an outside service provider, which contain certain account and/or market-related information, such as an inventory of account holdings or account performance. Clients should compare the account statements they receive from their custodian with any documents or reports they receive from Performance Wealth or an outside service provider.

#### Economic Benefits And Other Compensation

Performance Wealth has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Performance Wealth. As a registered investment advisor participating on the Schwab Advisor Services platform, Performance Wealth receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. 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.

*Services that Benefit the Client* – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

*Services that May Indirectly Benefit the Client* – Schwab provides participating advisors with access to technology, research, discounts and other services. In addition, the Advisor receives duplicate statements



for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

*Services that May Only Benefit the Advisor* – Schwab also offers other services and financial support to Performance Wealth that may not benefit the Client, including: educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Performance Wealth believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

***Please see Item 14 – Other Compensation of the Disclosure Brochure for details on additional compensation that may be received by Performance Wealth or its Advisory Persons. Each Advisory Person’s Brochure Supplement provides details on any outside business activities and the associated compensation.***

#### Financial Information

Performance Wealth does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. Performance Wealth has not been the subject of a bankruptcy petition at any time.

#### Interest In Client Transactions

Your Financial Adviser may purchase or sell the same security he or she recommends to you. This creates a conflict of interest in that your Financial Adviser may receive a better price than you. Our Code of Ethics places restrictions on your Financial Adviser’s personal trading activities. These restrictions include, but are not limited to, a prohibition on trading based on non-public information, pre-clearance requirements for certain transactions and a requirement that any personal securities transactions not disadvantage clients or otherwise raise fiduciary or antifraud issues.

#### Code Of Ethics

Performance Wealth has adopted a code of ethics in compliance with applicable securities laws (“Code of Ethics”) that sets forth the standards of conduct expected of its Supervised Persons. Performance Wealth’s Code of Ethics contains written policies reasonably designed to prevent certain unlawful practices such as the use of material nonpublic information by the Firm or any of its Supervised Persons and the trading by the same of securities ahead of clients in order to take advantage of pending orders.

The Code of Ethics also requires certain of Performance Wealth’s personnel to report their personal securities holdings and transactions and obtain pre-approval of certain investments (e.g., initial public offerings, limited offerings). However, Performance Wealth’s Supervised Persons are permitted to buy or sell securities that it also recommends to clients if done in a fair and equitable manner that is consistent with the Firm’s policies and procedures. This Code of Ethics has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by certain personnel to be completed without any appreciable impact on the markets of such securities. Therefore, under limited circumstances, exceptions may be made to the policies stated below.



When the Performance Wealth is engaging in or considering a transaction in any security on behalf of a client, no Supervised Person with access to this information may knowingly effect for themselves or for their immediate family (i.e., spouse, minor children and adults living in the same household) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the Supervised Person is completed as part of a batch trade with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by money market funds; and (iv) shares issued by other unaffiliated open-end mutual funds.

Clients and prospective clients may contact Performance Wealth to request a copy of its Code of Ethics by contacting us at the phone number on the cover page of this brochure.



## Privacy Policy

Effective: May 4, 2021

### Our Commitment to You

Performance Wealth Partners, LLC (“Performance 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. Performance 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.

Performance 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?

Driver’s license number	Date of birth
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
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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>  Performance 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 Performance 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>  Performance 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
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#### **State-specific Regulations**

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
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#### **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 (630) 686-5577.