

# ThePARTNERS Wealth Management

## Wrap Fee Program Brochure

Effective: November 19, 2021

This **Wrap Fee Program Brochure** provides information about the business practices and fees for ThePARTNERS Wealth Management (**ThePARTNERS** or the **Advisor**) when Client transaction costs are included with investment advisory fees as a single bundled fee (a "Wrap Fee Program"). ThePARTNERS sponsors this Wrap Fee Program and provides this Wrap Fee Program Brochure as a supplement to the ThePARTNERS Disclosure Brochure, which provides complete details on the business practices of ThePARTNERS. If you did not receive the complete ThePARTNERS Disclosure Brochure or you have any questions about the contents of this Wrap Fee Program Brochure or the ThePARTNERS Disclosure Brochure, please contact us at [compliance@thepartnerswm.com](mailto:compliance@thepartnerswm.com) or by phone at (800) 324-3010.

ThePARTNERS is an investment advisor registered with the U.S. Securities and Exchange Commission (the **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 ThePARTNERS to assist you in determining whether to retain the Advisor.

Additional information about ThePARTNERS and its advisory persons (**IARs**) are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 314816.

**ThePARTNERS Wealth Management**  
**26 Miramonte Road, Carmel Valley, CA 93924**  
**Phone: (800) 324-3010**

## **Item 2 Summary of Material Changes**

Form ADV 2 provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. In particular, this Wrap Fee Program Brochure discusses the fee billing practices of the Advisor as a supplement to the Disclosure Brochure.

### Material Changes

There are no material changes at this time.

### Future Changes

From time to time, we may amend this Wrap Fee Program Brochure to reflect changes in our business practices, changes in regulations and routine annual updates as required by the securities regulators. This complete Wrap Fee Program Brochure or a Summary of Material Changes shall be provided to each Client annually and if a material change occurs in the business practices of ThePARTNERS.

At any time, you may request a current copy of the Wrap Fee Program Brochure by contacting us at (800) 324-3010.

### **Item 3 Table of Contents**

Item 1 Cover Page	Page 1
Item 2 Summary of Material Changes	Page 2
Item 3 Table of Contents	Page 3
Item 4 Services, Fees, and Compensation	Page 4
Item 5 Account Requirements and Types of Clients	Page 6
Item 6 Portfolio Manager Selection and Evaluation	Page 6
Item 7 Client Information Provided to Portfolio Managers	Page 8
Item 8 Client Contact with Portfolio Managers	Page 8
Item 9 Additional Information	Page 8

## Item 4 Services, Fees, and Compensation

### Services

ThePARTNERS Wealth Management ("ThePARTNERS" or the "Advisor") provides customized investment management and related advisory services for its Clients. This Wrap Fee Program Brochure is provided as a supplement to the ThePARTNERS Disclosure Brochure (Form ADV 2A). This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting ThePARTNERS as your investment advisor.

As part of the investment advisory fee noted in Item 5 of the Part 2A Disclosure Brochure, ThePARTNERS includes normal securities transaction fees and a platform fee as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a "Wrap Fee Program".

The sole purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating the combination of securities transaction fees and a platform fee into the single "bundled" investment advisory fee. **Please see Item 4 - Advisory Services of the Part 2A Disclosure Brochure for details on ThePARTNERS' investment philosophy and related services.**

**For information regarding this Disclosure Brochure, please contact Raul Villegas, Chief Compliance Officer at [compliance@thepartnerswm.com](mailto:compliance@thepartnerswm.com).**

### Program Costs

Advisory services provided by ThePARTNERS may be offered as a Wrap Fee Program whereby normal securities transaction costs are included in the overall investment advisory fee paid to ThePARTNERS. As the level of trading in a Client's account may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the transactions costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on services to be provided to each Client, however, the Client is not charged more if there is higher trading activity in the Client's account. A Wrap Fee structure has a potential conflict of interest as the Advisor may have an incentive to limit the number of trades placed in Clients' accounts. **Please see Item 5 - Fees and Compensation of the Part 2A Disclosure Brochure for complete details on fees.**

You may pay 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, 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 our firm.

As the IA absorbs certain transaction costs in wrap fee accounts, the IA may have a financial incentive not to place transaction orders in those accounts since doing so increases its transaction costs. Thus, an incentive exists to place trades less frequently in a wrap fee arrangement.

We do not charge our clients higher advisory fees based on their trading activity, but you should be aware that we may have an incentive to limit our trading activities in your account(s) because we are charged for executed trades.

## Fees

### Investment Advisory Services

The Investment Adviser Representative ("IAR") will discuss the investment advisory fees when your account is established, and these fees will be outlined in the advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior billing period and are billed at an annual rate of up to 2%, depending on level of assets being managed, the complexity of the services to be provided and/or the overall relationship with the Client. In addition to the investment advisory fee, the Client may also pay a platform fee of up to .25% annually. The platform fee is for securities transaction fees, reporting and related services.

Fees are paid quarterly, in advance of each calendar quarter (the billing period) , pursuant to the terms of the investment advisory agreement. Fees for the first partial billing period of service are prorated from the inception date of the account[s] to the end of the first billing period. Fees may be negotiable at the sole discretion of the Advisor. Certain Clients may have a fixed annual fee or fixed rate fee or a fee schedule that differs from above. The Client's fees will take into consideration the aggregate assets under management with Advisor. All securities held in accounts managed by ThePARTNERS will be independently valued by the Custodian. ThePARTNERS will not have the authority or responsibility to value portfolio securities. Clients should review their advisory agreement for additional information relative to fees and fee billing.

The Client may make additions or withdrawals from the account[s] at any time, subject to the ThePARTNERS' 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 ThePARTNERS, subject to the usual and customary securities settlement procedures. However, ThePARTNERS typically designs its investment portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. ThePARTNERS 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 \$25,000 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. ThePARTNERS may negotiate a fee that differs from the schedule above for certain account[s] or holdings.

**As noted above, the Wrap Fee Program includes normal securities trading costs incurred in connection with the discretionary investment management services provided by ThePARTNERS. Securities transaction fees for Client-directed trades may be charged back to the Client.**

In addition, all fees paid to ThePARTNERS for investment advisory services are part of the Wrap Fee Program and are separate and distinct from the expenses charged by mutual funds and exchange-traded funds 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. The Client may also incur other costs assessed by the Custodian or other parties for account related activity fees, such as wire transfer fees, trade away fees and other fees. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by ThePARTNERS to fully understand the total fees to be paid. Please see Item 5.C. - Other Fees and Expenses in the Part 2A Disclosure Brochure provided separately.

## **Compensation**

ThePARTNERS is the sponsor and portfolio manager of this Wrap Fee Program. ThePARTNERS receives investment advisory fee paid by Clients for investment advisory services covered under this Wrap Fee Program.

## **Fees and Costs Not Included**

Our wrap fee covers our advisory services and the brokerage services provided by Schwab [including custody of assets, equity trades, ETFs, and agency transactions in fixed income securities]. As a result, we have an incentive to execute transactions for your account at Schwab.

Our wrap fee does not cover all fees and costs. The fees not included in the wrap fee include 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 (such as a commission or markup) for trades executed away from Schwab at another broker-dealer, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions.

This would be similar if assets were held at other custodians.

## **Item 5 Account Requirements and Types of Clients**

ThePARTNERS offers investment advisory services to individuals, families, trusts, estates, and businesses, with a focus on those Clients with a high net worth. The relative percentage of each type of Client is available on ThePARTNERS' Form ADV Part 1. These percentages will change over time. The Partners do not impose a size for establishing a relationship, but as noted does tailor its services to high net worth Clients.

## **Item 6 Portfolio Manager Selection and Evaluation**

### **Portfolio Manager Selection**

ThePARTNERS serves as the sponsor and portfolio manager for this Wrap Fee Program. Advisory services are detailed in Item 4 of the Part 2A Disclosure Brochure.

### **Related Persons**

ThePARTNERS' Supervised Persons serve as portfolio managers for services under this Wrap Fee Program. ThePARTNERS does not act as portfolio manager for any third-party wrap fee programs.

### **Supervised Persons**

As noted above, Supervised Persons serve as a portfolio manager for the Wrap Fee Program. Please refer to the complete Part 2 A Disclosure Brochure for details on the services provided by ThePARTNERS and the Brochure Supplement for the background of the Supervised Persons of ThePARTNERS.

## **Performance-Based Fees**

ThePARTNERS does not charge performance-based fees for its investment advisory services. The fees charged by ThePARTNERS are as described in "Item 5 - Fees and Compensation" of the Part 2A Disclosure Brochure.

ThePARTNERS 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 or direct any particular investment options to its Clients.

## **Methods of Analysis**

Please see Item 8 of the Part 2A Disclosure Brochure for details on the research and analysis methods employed by the Advisor.

## **Risk of Loss**

Investing in securities involves certain investment risks. Securities will fluctuate in value and may lose value. Clients should be prepared to bear the risk of loss, which will vary based upon market conditions and length of investment. ThePARTNERS and their IARs 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.

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 potential investments, it does not guarantee that the investments will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis will fluctuate in value, and 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. 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. 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.

**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 Part 2 A Disclosure Brochure for details on investment risks.**

## **Voting Client Securities**

ThePARTNERS 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 7 Client Information Provided to Portfolio Managers**

ThePARTNERS is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because it is the sole portfolio manager for this Wrap Fee Program. Please also see the ThePARTNERS Privacy Policy (included after this Wrap Fee Program Brochure).

## **Item 8 Client Contact with Portfolio Managers**

ThePARTNERS is a full-service investment management advisory firm. Clients always have direct access to the Portfolio Managers at ThePARTNERS.

## **Item 9 Additional Information**

### **Disciplinary Information and Other Financial Industry Activities and Affiliations**

#### **Disciplinary Information**

ThePARTNERS values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 3184816. Please see Item 9 of the ThePARTNERS Part 2A Disclosure Brochure as well as Item 3 of each IAR's Brochure Supplement (included with this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its IARs.

#### **Other Financial Activities and Affiliations**

Please see Items 10 and 14 of the ThePARTNERS Part 2A Disclosure Brochure as well as Items 4 and 5 of each IAR's Brochure Supplement (included with this Wrap Fee Program Brochure).

### **Code of Ethics, Review of Accounts, Client Referrals, and Financial Information**

ThePARTNERS has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to ThePARTNERS' compliance program (our "Supervised Persons"). Complete details on the ThePARTNERS Code of Ethics can be found under Item 11 - Code of Ethics, Participation in Client Transactions and Personal Trading in the Part 2A Disclosure Brochure provided separately.

#### **Review of Accounts**

Investments in Client accounts are monitored on a regular basis by IARs of ThePARTNERS and periodically by its CCO. Please see Item 13 of the Part 2A Disclosure Brochure provided separately.



## **Other Compensation**

### Participation in Institutional Advisor Platform

Where ThePARTNERS does not exercise discretion over the selection of the Custodian, it may recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by ThePARTNERS. As its IARs may also be registered representatives of Purshe Kaplan Sterling ("KPS"), ThePARTNERS and its IARs are limited in the custodian[s] in which they can recommend to Clients. Typically, ThePARTNERS will recommend that Clients establish their account[s] with Fidelity Clearing & Custody Solutions, a related entity of Fidelity Investments, Inc. (collectively "Fidelity"), or with Charles Schwab & Co, Inc. ("Schwab") where the Advisor maintains institutional relationships.

## **Fidelity**

ThePARTNERS has established institutional relationship with Fidelity to be the preferred Custodian for Client accounts. This relationship assists us in managing Client accounts through aggregation of the accounts and use of a single operating system. Based upon this relationship, we have received access to software and related support. The software and related systems support provide direct benefit the Advisor, and may provide indirect benefits to the Clients through increased efficiencies. 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 potential conflict of interest since these benefits may influence the Advisor's recommendation of the Custodian over one that does not furnish similar software, systems support, or services.

Additionally, ThePARTNERS has received financial and other support from Fidelity to assist the Advisor in the launch and maintain its advisory firm. These benefits from Fidelity include reimbursement to Clients for costs charged by a previous custodian for transfer of the assets or account to Fidelity, financing services, receipt of duplicate Client confirmations and bundled duplicate statements at no cost, 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.

## **Schwab**

Schwab Advisor Services is Schwab's business serving independent investment advisory firms like ours. They provide us and our clients with access to its institutional brokerage - trading, custody, reporting and related services - many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts while others help us manage and grow our business. Schwab's support services are generally available on an unsolicited basis, at no charge to advisors.

## **Services that Benefit Client**

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

**Services that May Not Directly Benefit Clients**

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

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

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

- o educational conferences and events
- o technology, compliance, legal, and business consulting;
- o publications and conferences on practice management and business succession; and
- o access to employee benefits providers, human capital consultants and insurance providers.

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees.

Irrespective of direct or indirect benefits to our client through Schwab, we strive to enhance the client's experience, help reach their goals and put their interests before that of our firm or its associated persons.

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

Please see Item 14 - Other Compensation in the Part 2A Disclosure Brochure (provided separately) for details on additional compensation that may be received by ThePARTNERS. The Brochure Supplements for each IAR provide details on outside business activities and the associated compensation, for all Supervised Person[s] with ThePARTNERS.

**Financial Information**

Neither ThePARTNERS, nor its management has any adverse financial situations that would reasonably impair the ability of ThePARTNERS to meet all obligations to its Clients. Neither ThePARTNERS, nor any of its IARs, has been subject to a bankruptcy or financial compromise.

ThePARTNERS is not required to deliver a balance sheet along with this Disclosure Brochure, as the firm does not collect advance fees of \$1,200 or more for services to performed six months or more in advance.

## **Privacy Policy**

Effective Date: November 2021

### **Our Commitment to You**

ThePARTNERS Wealth Management ("ThePARTNERS" 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. ThePARTNERS (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.

ThePARTNERS 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. As certain IARs of The Partners are also registered representatives of Purshe Kaplan Sterling ("KPS"), KPS will have access to your information for supervision purposes, even if you do not have accounts established with KPS.	Yes	No
<b>Marketing Purposes</b> - ThePARTNERS 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 ThePARTNERS or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	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> - ThePARTNERS 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 [compliance@thepartnerswm.com](mailto:compliance@thepartnerswm.com) or by phone at (800) 324-3010.