

# ACCURATE WEALTH MANAGEMENT, LLC

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FORM ADV PART 2A

FIRM BROCHURE

AUGUST 12, 2021

This brochure provides information about the qualifications and business practices Accurate Wealth Management, LLC. If you have any question about the contents of this brochure, please contact us at (813) 994-0984. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Accurate Wealth Management, LLC is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training.

Additional information about Accurate Wealth Management, LLC is available on the SEC's website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You can search this site by a unique identifying number, known as a CRD number. Accurate Wealth Management, LLC's CRD number is 298137.

## ITEM 2 - MATERIAL CHANGES

We have no material changes to report in this brochure.

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## ITEM 4 – ADVISORY BUSINESS

### OWNERSHIP/ADVISORY HISTORY

Accurate Wealth Management, LLC (“We”) was formed in July 2014. We are a Florida Limited Liability Company. We were registered as an investment adviser in Florida from February 2015 until May 2015. We re-registered in November 2018 and as of November 2019 are registered with the United States Securities and Exchange Commission. Our Owners are Konstantinos “Gus” Gotsis, Paul J. O’Grady and Robert Leone. Mr. Gotsis and Mr. O’Grady and Robert Leone are managing members of the firm. Patrick Harris is the firm’s Chief Compliance Officer. Additional information about Mr. Gotsis and Mr. O’Grady can be found in item 19 and their supplemental brochure.

### ADVISORY SERVICES OFFERED

Before we enter into an Adviser-Client relationship, we may offer a complimentary general consultation to discuss services available, give a prospective client time to review services desired and determine whether a relationship might benefit the client. Investment advisory services begin only after we and the client formalize the relationship with a properly executed agreement. We offer the following services to our clients:

### FINANCIAL PLANNING

We create a written financial plan that typically focuses on one or more specific areas such as financial and cash management, risk management, financial issues relating to divorce or death of a family member, tax issues, retirement planning, educational funding, goal setting, or other needs identified by the client or by our review of the client’s financial circumstances. Through discussion with the client and/or questionnaires, we will collect pertinent data, identify goals, objectives, financial concerns and potential solutions. We will present the client with a written analysis. Following the conclusion of the consulting services, we may make recommendations regarding implementation of the financial strategies discussed.

### PORTFOLIO MANAGEMENT SERVICES

We manage individualized portfolios for its clients on a discretionary and non-discretionary basis. We work with each client to formulate an individualized portfolio based upon his/her objectives, time frame, risk parameters and other investment considerations. We use marketable securities that may include mutual funds, exchange traded funds, bonds, common stock (equities), options including covered calls and treasury bonds. (Additional information about securities used and their risks can be found under Item 8.) Our investment philosophy is to use principles of value, safety and quality to seek investment options globally. We place heavy emphasis on risk control, believing that avoiding losses allows appreciation potential of equities to be realized.

#### SELECTION AND MONITORING OF THIRD PARTY ADVISERS

After an initial meeting with the client or when deemed appropriate, we may recommend the services of a third-party investment adviser ("Third Party Adviser"). The recommendation will depend on the client's circumstances, goals and objectives, strategy desired, account size, risk tolerance, or other factors. We work with each client to determine which Third Party Adviser may be appropriate. Clients are never obligated to use a recommended Third Party.

We will review Third Party Advisers prior to making a recommendation to the client. We consider the following factors during this review: fees, reputation, performance, financial strength, management, price, reporting capabilities, client's financial situation, client's goals, client's needs, and client's investment objectives. After our review we will present the client with one or more recommendations.

If the client wishes to proceed with the recommendation, we will enter into either a Co-Advisor relationship or solicitor arrangement with the recommended Third-Party Adviser. Under these arrangements, the Third-Party Adviser is responsible for portfolio management, best execution, portfolio reporting, trading, trade error resolution, and custodian reconciliations. We maintain our relationship with the client by monitoring the status of the client's accounts with the Third-Party Adviser and make recommendations about the Third-Party Adviser, usually meeting with the client either in person or by telephone on an annual basis annually and acting as the client's primary financial adviser. All questions regarding the Third-Party Adviser's services and performance will be directed to us.

Because the compensation we receive under these arrangements may differ depending on the agreement with each third-party adviser, we may have an Incentive to recommend one Third Party Adviser over another if the compensation arrangements are more favorable. Also, because the Third-Party Adviser may pay us a portion of their fee, the fee paid is not negotiable, under most circumstances.

Clients who are referred to Third Party Advisers will receive full disclosure, including services rendered and fee schedules, at the time of the referral, by delivery of a copy of the relevant Third-Party Adviser's Form ADV Part 2A or equivalent disclosure document before receiving investment advisory services from the third-party adviser.

In addition, if the investment program recommended to a client is a wrap fee program the client will receive the Appendix 1 or equivalent wrap fee brochure provided by the sponsor of the program. We will provide to each client all appropriate disclosure statements, including disclosure of solicitation fees paid to us and our advisory associates.

We will not refer a client to a Third-Party Adviser unless it is registered or exempt from registration as an investment adviser in the client's state of residence

#### TAILORED SERVICES

We tailor all of our services to the client's stated goals, needs and objectives. For our portfolio management service clients, we allow them to impose restrictions on investment in certain securities or types of securities. All restrictions must be presented to us in writing.

#### WRAP PROGRAM

We sponsor and act as portfolio manager but also use third party managers and subadvisors for this wrap fee program.

#### CLIENT ASSETS MANAGED

Accurate Wealth Management, LLC has the following assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$321,231,137	\$0	June 30, 2021

#### ITEM 5 – FEES AND COMPENSATION

##### COMPENSATION FOR OUR ADVISORY SERVICES

This section provides additional details regarding our Firm's services along with descriptions of each service's fees and compensation arrangements. It should be noted that lower fees for comparable service may be available from other sources. The exact fees and other terms will be described in the agreement between you and AWM.

The maximum annual fee charged for asset management will not exceed 2.50%. Fees to be assessed will be described in the advisory agreement to be signed by the client and our Firm. Fees of sub- advisors or third-party managers will be disclosed as explained below. Annualized fees are billed quarterly in advance based on the value of the account(s) on the last day of the previous quarter. Fees for the initial quarter of management shall be prorated. Fees are negotiable and will be deducted from client account(s).

For those clients whose fees are deducted by us:

- a) Clients will provide authorization permitting our Firm to be directly paid;
- b) Our Firm will send an invoice directly to the custodian; and
- c) The client's independent custodian sends statements at least quarterly showing the market values for each security included in the account and all account disbursements, including the amount of the advisory fees paid to our Firm.

In the event that our Firm employs the services of third-party money managers or sub-advisers in connection with our provision of asset management services, the total annual advisory fee due to our Firm for this service shall not exceed 2.50%, but shall consist of two components: (a) our annual fee; and (b) the annual fee charged by the third-party manager(s), which shall be paid to any such third-party manager by our Firm. The fees noted do not include other fees such as platform fee, trade costs or any other service fees not

included in the annual fee or third-party manager fee. All such fees to be assessed will be described in the advisory agreement to be signed by the client and our Firm or, in the case of sub-advisory or third-party management fees, in a separate disclosure delivered to the Client at or before the time the assets are designated to be managed by that sub-advisor or third-party advisor. Clients will be provided with a copy of the chosen third-party money manager's Form ADV Part 2, all relevant Brochures, and the third-party money manager's privacy policy.

AWM has a conflict of interest in that it will only use or recommend sub-advisers or other third-party investment advisers that have a relationship with AWM and have met the conditions of our due diligence review. There may be other third-party money managers that may be suitable that we do not have a relationship with or that may be more or less costly.

To address this conflict, we consider the best interests of clients in our selection of third-party managers. You are under no obligation to utilize the services of the sub-advisers we recommend. No guarantees can be made that your financial goals or objectives will be achieved. Further, no guarantees of performance can be offered.

#### PERFORMANCE-BASED PORTFOLIO MANAGEMENT FEES

Total Assets	Annual Management Fee (on all assets managed)	Annual Performance Fee (on capital appreciation)
All Assets	AUM fee 0.00%	Performance fee Up to 20%

Except for clients invested in the covered call portfolio with McElhenny Sheffield Capital Management (which is not accepting new accounts), AWM does not accept performance based fees on accounts under its management. Clients in that program pay an annual fee of 0% of assets under management along with a 20% performance fee based on capital appreciation. If the portfolio rises in value, then the client will pay up to 20% on that increase in value, but if the portfolio drops in value, then the client will not incur a new performance fee until the portfolio reaches the last highest value, adjusted for withdrawals and deposits, which is generally known as a "high watermark."

#### FINANCIAL PLANNING SERVICES

Our financial planning services are provided on a fixed fee and/or hourly fee basis.

The fixed fees range between \$1,000 and \$100,000. The fixed fee range varies and depends upon the nature and complexity of each client's individual circumstances. Each client's Financial Planning Agreement shows what the client will be charged to complete the Scope of Services as defined in the Agreement. The fixed fee rate is negotiable. One half of the Financial Planning fee is due before any work on the plan begins, with the other half due upon presentation of the final plan.

The hourly fee for a financial plan is \$200. Both the hourly rate and an estimate of the total project fee (estimated hours multiplied by the agreed to hourly rate) are shown on the executed

Financial Planning Agreement. The hourly fee rate is non-negotiable. One half of the estimated Financial Planning fee is due before any work on the plan (or research project) begins, with the other half due upon presentation of both the final plan (or research project) and an invoice showing hours expended on the plan or project.

#### PORTFOLIO MANAGEMENT SERVICES

Fees for portfolio management services will be based on a percentage of the assets under management. Our maximum annual management fee is 2.50%. The management fee is calculated, accrued and due quarterly in advance

The annual fee is negotiable. A client may aggregate accounts to negotiate a lower fee. The pro-rated first quarter's management fee will be calculated on the Account's initial value as reported by its custodian. Thereafter, the periodic fee will be based upon the previous quarter-end Account value as reported by the client's custodian.

Our fees are separate and distinct from any brokerage and custodian fees or expenses. These fees and expenses may include brokerage commissions, transaction fees, and other related costs and expenses. Additionally, clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, as disclosed in a fund's prospectus, which are separate and distinct from the firm's fee.

#### SELECTION AND MONITORING OF THIRD-PARTY ADVISERS

As stated in Item 4.B.iii. (See Above), we will either be a Co-Adviser or solicitor of the recommended Third-Party Adviser. The fees associated with each service are as follows:

##### Co-Adviser Relationship

When we are a Co-Adviser, we will charge a fee based upon an annual percentage of the assets under management as reported by the Third-Party Adviser. Our maximum annual management fee is 2.50%. The management fee will be calculated, accrued and due quarterly in advance.

The annual fee is negotiable. A client may aggregate accounts to negotiate a lower fee. The pro-rated first quarter's management fee will be calculated on the Account's initial value as reported by its custodian. Thereafter, the periodic fee will be based upon the previous quarter-end account balance as reported by the client's custodian.



The client will be asked to authorize the firm to withdraw the firm's management fee and the Third-Party Adviser fee from the account. The fee is collected quarterly in advance.

Our fees are separate and distinct from the Third-Party Adviser's Fee and also any brokerage and custodian fees or expenses. These fees and expenses may include brokerage commissions, transaction fees, and other related costs and expenses. Additionally, clients may incur certain charges imposed by custodians, brokers, third party investment and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, as disclosed in a fund's prospectus, which are separate and distinct from the firm's fee.

#### Payment of Performance-Based Fees

Performance-based fees are withdrawn directly from the client's accounts with client's written authorization or may be invoiced and billed directly to the client, and clients may select the method in which they are billed. Fees are paid quarterly in arrears.

#### Solicitor Relationship

When we are a solicitor of the recommended Third-Party Adviser, we do not charge a separate fee for the Selection and Monitoring of Third Party Investment Adviser Services. Instead, we will enter into an agreement with the selected Third-Party Adviser and share in a portion of the Third-Party Adviser's management fee that is charged to the client. Our portion of the fee is typically 50% of the Third-Party Adviser's Fee. The exact fee withdrawn and when it is withdrawn (quarterly or monthly, in advance or in arrears) will vary with each Third-Party Adviser. These details will be disclosed in the Third-Party Adviser's ADV Part 2A and the Third-Party Adviser's Solicitor Disclosure Document; both documents will be given to the client upon solicitation.

As established in Item 10.D – Other Industry Affiliations, by receiving a portion of the Third-Party Advisor's management fee, we have a conflict of interest. The sharing of the management fees creates a financial incentive to recommend Third Party Advisers that would pay us a higher percentage of their fee. We attempt to mitigate the conflict of interest to best of our ability by placing the client's interest a head of our own, through our fiduciary duty and by following our Code of Ethics that establishes ideals for ethical conduct. Any such solicitor relationships are reviewed and approved by AWM management.

#### TERMINATION OF SERVICES

A client may terminate their agreement with us for any reason within the first five (5) business days after signing the agreement and receive 100% refund of any prepaid fees without any cost or penalty. Thereafter, the contract may be terminated at any time by giving ten (10) days written notice to us at Accurate Wealth Management LLC, 2211 Ashley Oaks Circle, Wesley Chapel, FL 33544. Upon written notice of termination, the client will receive a prorated refund of any prepaid fees based upon a percentage of work completed and the client agrees to pay us for any expended time which exceeds the prepaid amount.

## OTHER SECURITIES COMPENSATION

We do not receive any additional securities compensation.

## ITEM 6 – PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT

We manage accounts that are billed on performance-based fees (a share of capital gains on or capital appreciation of the assets of a client) as well as accounts that are NOT billed on performance-based fees. Managing both kinds of accounts at the same time presents a conflict of interest because we or our supervised persons have an incentive to favor accounts for which we and its supervised persons receive a performance-based fee. We address the conflicts by ensuring that clients are not systematically advantaged or disadvantaged due to the presence or absence of performance-based fees. AWM accounts currently only participate in one managed portfolio that uses performance based fees, and this portfolio is not accepting new accounts through AWM.

Clients that are paying a performance-based fee should be aware that investment advisers have an incentive to invest in riskier investments when paid a performance-based fee due to the higher risk/higher reward attributes.

## ITEM 7 – TYPES OF CLIENTS

We offer our services to individuals, high net worth individuals, charities, corporations and other business entities. We do not require a minimum account size or place any restrictions on opening an account.

## ITEM 8 – METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

### METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

When we manage a client's portfolio we start with an individualized asset allocation method. When deciding on the asset allocation for a client, we take into account the client's risk tolerance, goals, investment objectives and other data gathered during the client meetings. Asset Allocation is an investment strategy that aims to balance risk and reward by apportioning a portfolio's assets according to an individual's goals, risk tolerance and investment horizon among various asset classes. The asset classes typically include equities, fixed-income, and cash and equivalents. Each class has different levels of risk and return, so each will behave differently overtime.

After establishing a client's individualized asset allocation, we use a combination of fundamental and technical analysis to purchase or sell securities within the account. Fundamental analysis is a technique that attempts to determine a security's value by focusing on underlying factors that affect a company's actual business and its future prospects. The analysis is performed on historical and present data. On a broader scope, one can perform fundamental analysis on industries or the economy as a whole. The term refers to the analysis of the economic well-being

of a financial entity as opposed to only its price movements. The risk associated with fundamental analysis is that despite the appearance that a security is undervalued, it may not rise in value as predicted.

Technical Analysis is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity. The risk associated with technical analysis is that there is no broad consensus among technical traders on the best method of identifying future price movements.

Our analysis of securities and advice relating thereto may be based upon information obtained from financial newspapers and magazines, research materials prepared by others, corporate ratings services, and annual reports, prospectuses and filings made with the Securities and Exchange Commission. We may also utilize third-party analytical tools for performance analysis, asset allocation and risk management.]

With respect to our Selection and Monitoring of Third Party Advisers, we will meet with each client to obtain the client's financial situation, goals and risk tolerance. With this information, we will recommend a Third-Party Adviser that we believe meets the client's financial situation, goals and risk tolerance. We will use various sources of information to help recommend a Third-Party Adviser for the client. These sources include but are not limited to Third Party Adviser's ADV Part 2A, marketing materials, financial newspapers and magazines, research prepared by other advisers, company press releases, prospectuses, and other SEC filings.

#### RECOMMENDED SECURITIES AND INVESTMENT RISKS

We may use several types of securities in our clients' accounts. These securities may include, but are not limited to, the following: Stocks; Bonds; Exchange Traded Funds; Mutual Funds; Government Debt instruments including Treasury Bills and Municipal securities; Traded Real Estate Investment Trusts; and Money Market Funds and Cash.

All investments bear different types and degrees of risk **and investing in securities involves risk of loss that clients should be prepared to bear.** While we use investment strategies that are designed to provide appropriate investment diversification, some investments have significantly greater risks than others. Obtaining higher rates of return on investments entails accepting higher levels of risk. Recommended investment strategies seek to balance risks and rewards to achieve investment objectives. Clients should feel free to ask questions about risks they do not understand we would be pleased to answer all questions.

An investment could lose money over short or even long periods. A client should expect his/her account value and returns to fluctuate within a wide range, like the fluctuations of the overall stock and bond markets. A client's account performance could be hurt by:

- **Options Risk:** Like other securities - including stocks, bonds, and mutual funds - options carry no guarantees, and a person must be aware that it is possible to lose all of the principal he/she invests, and sometimes more. As an option holder, a person risks the entire amount of the premium he/she paid. But as an options writer, a person takes on a much higher level of risk. For example, if a person writes an uncovered call, he/she

faces unlimited potential loss, since there is no cap on how high a stock price can rise. Since initial options investments usually requires less capital than equivalent stock positions, potential cash losses as an options investor are usually smaller than if someone bought the underlying stock or sold the stock short. The exception to this general rule occurs when an option is used to provide leverage: Percentage returns are often high, but it is important to remember that percentage losses can be high as well.

- **Covered Call Risk:** A covered call involves selling call options against stock owned in a portfolio. Covered call sellers have to hold onto underlying shares or contracts or they'll be holding naked calls, which have theoretically unlimited loss potential if the underlying security rises. Therefore, sellers need to buy back options positions before expiration if they want to sell shares or contracts, increasing transaction costs while lowering net gains or increasing net losses. We do not permit naked options in our advised accounts.
- **Stock Market Risk:** The chance that stock prices overall will decline. Stock markets tend to move in cycles, with periods of rising stock prices and periods of falling stock prices.
- **Interest Rate Risk:** The chance that bond prices overall will decline because of rising interest rates.
- **Manager Risk:** The chance that the proportions allocated to the various securities will cause the client's account to underperform relevant to benchmarks or other accounts with a similar investment objective.
- **International Investing Risk:** Investing in the securities of non-U.S. companies involves special risks not typically associated with investing in U.S. companies. Foreign securities tend to be more volatile and less liquid than investments in U.S. securities, and may lose value because of adverse political, social or economic developments overseas or due to changes in the exchange rates between foreign currencies and the U.S. dollar. In addition, foreign investments are subject to settlement practices, as well as regulatory and financial reporting standards, that differ from those of the U.S.
- **Liquidity Risk:** One common risk associated with private placements and REITs is a relative lack of liquidity due to the highly customized nature of the investment. Moreover, the full extent of returns is often not realized until maturity. Because of this, these products tend to be more of a buy-and-hold investment decision rather than a means of getting in and out of the position with speed and efficiency.
- **Credit Risk:** This is the risk that in issuer of a bond could suffer an adverse change in financial condition that results in a payment default, security downgrade or inability to meet a financial obligation.
- **Inflation Risk:** This is the risk that inflation will undermine the performance of your investment and/or the future purchasing power of your assets.

## ITEM 9 – DISCIPLINARY INFORMATION

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of each supervised person providing investment advice. We have information applicable to this item. The information on each of our investment adviser representatives can be found at [www.BrokerCheck.com](http://www.BrokerCheck.com).

## ITEM 10 – OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

### BROKER DEALER AFFILIATION

A number of our investment adviser representatives are also registered representatives of AAG Capital, Inc., an affiliated broker/dealer.

### FUTURES/COMMODITIES FIRM AFFILIATION

We are not affiliated with a futures or commodities broker.

### OTHER AFFILIATIONS

Our owners or associates may be independent insurance agents (life, annuity and health). They may recommend this service to the firm's clients. This other business activity pays them commissions that are separate from the fees described in Item 5 above. This is a conflict of interest because the commissions give our associates a financial incentive to recommend and sell clients the insurance products. However, we attempt to mitigate any conflicts of interest to the best of their ability through their fiduciary duty and by informing clients that they are never obligated to purchase any recommended insurance products through them.

### SELECTION AND MONITORING OF THIRD PARTY INVESTMENT ADVISERS

Our services include the Recommending and Monitoring of Third Party Advisers. Investment advisor representatives are permitted to select Third Party Advisors from a list approved by AWM. In cases where a Third Party Adviser is selected, the Third Party Adviser and AWM will share the management fee charged by the Third Party Adviser. This creates a conflict of interest, since AWM has an incentive to select Third Party Advisers that agree to allow AWM to retain a larger share of the overall fee. This conflict is addressed through applying standard selection criteria to the Third Party Advisors and monitoring their performance. AWM ensures that products offered by selected Third Party Advisors are appropriate for clients' investment objectives and risk profile, and Investment Advisor Representatives may select Third Party Advisor products from a curated list. In no event does the combined annual management fee exceed 2.5% of assets under management.

## ITEM 11 – CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTION AND PERSONAL TRADING

### DESCRIPTION

Our Code of Ethics establishes ideals for ethical conduct based upon fundamental principles of openness, integrity, honesty and trust. We will provide a copy of our Code of Ethics to any client or prospective client upon request.

Our Code of Ethics covers all supervised persons and it describes its high standard of business conduct, and fiduciary duty to our clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All of our supervised persons must acknowledge the terms of the Code of Ethics annually.

### MATERIAL INTEREST IN SECURITIES

We do not have a material interest in any securities.

### INVESTING IN OR RECOMMENDING THE SAME SECURITIES

On occasion, our owners and investment adviser representatives may buy or sell for their own accounts securities that are the same as, similar to, or different than those that they recommend to their clients for purchase or sale. Differences can arise due to variations in personal goals, investment horizons, risk tolerance, and the timing of purchases and sales. We attempt to mitigate the conflict of interest to the best of our ability through the enactment of our code of ethics and our review of the personal trading of our personnel. Our associates are aware of their fiduciary duty to our clients and the prohibitions against the use of any insider information, including information about client positions or activity. Records of all associates' personal trading activities are monitored and retained.

## ITEM 12 – BROKERAGE PRACTICES

### RECOMMENDATION CRITERIA

For client accounts that we manage, we will seek broker-dealers and custodians who offer competitive commission costs together with reliable services. A client's choice of another broker-dealer is acceptable if proven feasible. We recognize our fiduciary responsibility in negotiating brokerage commissions, assuring best execution practices and assuring adequate investment availability/inventory on behalf of our clientele. We do not receive compensation with respect to execution of these trades. In some instances, a client may incur a ticket charge for the sale or purchase of securities. We will ensure all broker-dealers and custodians are properly registered in the state of where the client resides prior to making a recommendation.

We participate in the TD Ameritrade Institutional program, and have custodial and brokerage arrangements

with Fidelity Clearing & Custody Solutions and Schwab Advisor Services. Please see the disclosure under Item 14 below.

#### RESEARCH AND SOFT DOLLARS

“Soft dollars” are defined as a form of payment investment firms can use to pay for goods and services such as news subscriptions or research. When an investment firm gives its business to a particular brokerage firm, the brokerage firm in return can agree to use some of its revenue to pay for these types of services. In order to stem the potential conflicts of interest that may arise from “soft dollar” arrangements, we pursue a policy of not entering into any such arrangements, either orally or in writing.

#### BROKERAGE FOR CLIENT REFERRALS

We do not receive client referrals or any other incentive from any broker-dealer or custodian.

#### DIRECTED BROKERAGE

Some clients may direct us to a specific broker-dealer to execute securities transactions for their accounts. When so directed, we may not be able to effectively negotiate lower brokerage commissions or achieve best execution on clients’ transactions. This can result in substantially higher fees, charges or dealer concessions in one or more transactions for the clients’ account because the Adviser cannot negotiate favorable prices.

#### TRADE AGGREGATION

We may aggregate orders with respect to the same security purchased for different clients. When orders are aggregated, each participating account receives the average share price for the transaction and bears a proportionate share of all transaction costs, based upon each account’s participation in the transaction, subject to our discretion depending on factual or market conditions. Clients participating in block trading may include proprietary or related accounts. Such accounts are treated as client accounts and are neither given preferential nor inferior treatment versus other client accounts. Allocations of orders among client accounts must be made in a fair and equitable manner.

### ITEM 13 – REVIEW OF ACCOUNTS

#### PERIODIC REVIEWS

Each investment adviser representative periodically reviews the general holdings of his/her client accounts. Each investment adviser representative also meets with clients on an annual basis to review their financial situations.

## OTHER REVIEWS

Additional reviews are conducted periodically depending on market conditions, economic or political events, or by changes in a client's financial situation (such as retirement, termination of employment, physical move or inheritance).

## REPORTS

The client will receive a quarterly statement from their custodian. We urge you to carefully review such statements.

## ITEM 14 – CLIENT REFERRALS AND OTHER COMPENSATION

### OTHER COMPENSATION

Except as described below, we do not receive extra compensation or any other economic benefit for providing investment advice or other advisory services to clients.

TD Ameritrade Institutional is a division of TD Ameritrade, Inc. ("TD Ameritrade"), member FINRA/SIPC. Fidelity Clearing & Custody Solutions provides clearing, custody, or other brokerage services through National Financial Services LLC ("Fidelity"), member FINRA/SIPC. Schwab Advisor Services is a division of Charles Schwab & Co., a member of FINRA/SIPC. TD Ameritrade, Fidelity and Schwab are independent and unaffiliated SEC-registered broker-dealers. They offer to independent investment advisors services which include custody of securities, trade execution, clearance and settlement of transactions. We receive some benefits through its participation in their programs.

As disclosed under Item 12, above, Advisor participates in TD Ameritrade's institutional customer program and Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between Advisor's participation in the program and the investment advice it gives to its Clients, although Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client

accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit Advisor but may not benefit its Client accounts. These products or services may assist Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help Advisor manage and



further develop its business enterprise. The benefits received by Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by Advisor or its related persons in and of itself creates a potential conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

## Schwab Advisor Services

### Products & Services Available to Us From Schwab

Schwab Advisor Services (formerly called Schwab Institutional) 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 and at no charge to us as long as we maintain a total of at least \$10 million of our clients' assets in accounts at Schwab.

#### 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:

- provides access to client account data (such as duplicate trade confirmations and account statements);
- facilitates trade execution and allocate aggregated trade orders for multiple client accounts;
- provides pricing and other market data;
- facilitates payment of our fees from our clients' accounts; and
- 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:

- educational conferences and events

- technology, compliance, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- 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.

#### CLIENT REFERRALS

We do not use solicitors or pay for client referrals.

## ITEM 15 – CUSTODY

All client funds, securities and accounts are held at third-party custodians. We do not take possession of a client's securities. However, with respect to the accounts we manage, the client will be asked to authorize us to deduct fees directly from the client's account. This authorization will be to deduct our management fee (including the management fee of any Third Party Adviser). When deducting the fee, we will send a billing statement to the client's custodian that indicates the fee to be withdrawn and how it was calculated from the account. A client may object to the deduction of our fees from the Account by notifying us at the address or telephone number shown on each billing invoice or by notifying client's custodian. The client's custodian shall also send a quarterly statement indicating the amount of fees withdrawn from the client's Account. We urge clients to carefully review such statements.

## ITEM 16 – INVESTMENT DISCRETION

We offer discretionary and non-discretionary portfolio management services. Discretionary Portfolio Management clients sign an investment management agreement that contains a limited power of attorney granting us discretionary power over the account. In discretionary accounts, we will be allowed to place trades, buy or sell securities of any type and in amounts it deems to be appropriate for the account, without first obtaining the client's consent to each trade. Directions will be given to the account custodian to complete the transaction.

With non-discretionary investment management services, the client retains full discretion to supervise, manage, and direct the assets of the account. We will make recommendations on how the Account should be managed. The client will be free to manage the account with or without our recommendation and all with or without our prior consultation.

## ITEM 17 – VOTING CLIENT SECURITIES

Except as noted below, we will not be responsible for responding to proxies that are solicited with respect to securities held in clients' accounts under our Portfolio Management Services. Proxy solicitation materials will be sent to the client directly from the account's custodian. In the event that we receive a proxy solicitation, it will be forwarded to clients directly from the custodian for response and voting. Clients with questions about a proxy solicitation, the client should contact his/her investment adviser representative. In the case of investments in GS separately managed account available from Fidelity and Schwab, we are required to permit GS to vote proxies on behalf of holders.

## ITEM 18 – FINANCIAL INFORMATION

### BALANCE SHEET

We do 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 provide a balance sheet.

### FINANCIAL CONDITION

We are required in this Item to provide you with certain financial information or disclosures about our financial condition if we have a financial commitment that impairs our ability to service you. We do not have a financial commitment that impairs our ability to service our clients.

### BANKRUPTCY

We have not been the subject of a bankruptcy proceeding.