

Part 2A of Form ADV: Firm Brochure



ORG Partners, LLC

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March 2022

This brochure provides information about the qualifications and business practices of ORG Partners, LLC. If you have any questions about the contents of this brochure, please contact our Chief Compliance Officer, Justine Kidwell at 260-469-9243. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about ORG Partners is also available on the SEC's website at www.adviserinfo.sec.gov.

References herein to ORG Partners, LLC as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

Item 2 Material Changes

Since our initial filing with the SEC on March 18th, 2021 the following material changes have been made to this brochure:

- Item 4: ORG Partners, LLC added additional DBAs in Item 4A; Updates made to the types of services offered regarding Third Party Money Managers; additional information outlining the use of WealthShield, LLC as a sub-adviser for Investment Management clients has been added.
- Item 5: Average Daily Balance Billing has been added as a method for ORG Partners to calculate Advisory Fees; Billing information for Third Party Money Managers has been added.

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Item 4 Advisory Business

A. ORG Partners, LLC

ORG Partners, LLC (“ORG Partners,” or the “Adviser”) is an Indiana limited liability company formed on January 17, 2021. The Adviser is an investment adviser registered with the Securities and Exchange Commission (“SEC”) under the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”). The direct majority owner of ORG Partners is the Todd J Stewart RIA Holding Company LLC. Todd J Stewart is the majority owner of the Todd J Stewart RIA Holding Company LLC.

See Item 10 of this document for additional discussion concerning the firm’s affiliates.

Our firm’s home office is located at 13548 Zubrick Road, Roanoke, IN 467873. Our investment adviser representatives of the firm are permitted to conduct their business under a “doing business as” name, otherwise known as a “d/b/a.” ORG Partners, LLC also conducts business under the following d/b/a names:

- CenterPoint Financial Group
- Cirque Financial Group
- Constance Wealth
- Tinker Capital
- Wealth Management Resources
- Xartis Wealth Advisory Group
- Castlevue Advanced Planning
- Abmeyer Wealth Management

B. Types of Advisory Services Offered

Financial Planning

The Adviser’s financial planning process begins with an intensive fact-finding session which helps the Adviser become familiar with the client’s current financial situation (including among other things, income taxes, investments, insurance, estate affairs and family circumstances), as well as their personal goals and priorities for the next several years. Then, working from this comprehensive information, the Adviser makes specific goal-oriented recommendations. The Adviser’s specific goal-oriented recommendations are designed to educate and allow a client to coordinate his/her financial affairs more efficiently, increase cash flow, prudently reduce income taxes, and attempt to improve his/her overall net worth. Once this has been discussed with the client, the recommendations that the client feels comfortable with are scheduled for implementation with specific deadlines to be met. The Adviser continues to assist the client based on an annual review of services in all applicable areas of financial planning including estate, retirement, cash flow and tax planning.

Investment Consulting

The Adviser works to provide institutional retirement plans and the plan sponsors with diversified investment options for plan participants to choose from. In addition, as requested by the plan sponsor, the Adviser shall provide plan participants with general information seminars and/or educational materials that describe the various investment alternatives available under the plan, information about investing in general, including information about different types of investments, such as allocation

strategies, and historical returns. Interactive materials designed to help participants identify an appropriate investment strategy are provided.

Investment Management

We offer discretionary and non-discretionary investment management services. Investment management services offered by the Adviser are specifically tailored to meet the needs of each client. Prior to delivering investment advisory services, the Adviser will ascertain each client's specific investment objective. The Adviser will allocate, or recommend that the client allocate, their investment assets consistent with the designated investment objective.

Please note: It is always the client's responsibility to promptly notify the Adviser if there is any change in their financial situation or investment objective. This notification of change allows the Adviser an opportunity to review, evaluate, or revise the previous recommendations or services.

Managed Discretionary Assets

If you engage our firm on a discretionary basis, we require you to grant us discretionary authority to manage your account. Discretionary authorization will allow our Investment Advisor Representatives ("IAR's") to weigh the Client's objectives with current market conditions and act on a client's account without further authorization. ORG Partners has engaged WealthShield LLC as the sub-adviser for certain client accounts. As discussed further- in Item 10, ORG Partners, LLC is affiliated by common ownership with WealthShield LLC. Clients may impose reasonable restrictions on any of the Adviser's investment advisory services at any time, but restrictions must be delivered to the Adviser in writing and must be signed by the client.

Managed Non-Discretionary Assets

In addition to providing investment management of client assets on a discretionary basis, the Adviser, for a separate and additional fee, provides certain limited services to clients with respect to "Managed Non-Discretionary Assets." These services consist solely of the following:

- The Adviser is available to consult with the client on a semi-annual basis (or more often if requested by the client) regarding the Managed Non-Discretionary Assets. However, the client is solely responsible for all decisions and consequences on the client's Managed Non-discretionary Assets, including decisions on whether to retain or sell all or a portion of the Managed Non-Discretionary Assets. This responsibility remains solely with the client regardless of whether any security is reflected on account reports prepared by the Adviser.
- The Adviser is available to service Managed Non-Discretionary Assets, such as setting up and monitoring regular distributions and special one-time distribution requests.
- The Adviser can process any trades on the Managed Non-Discretionary Assets, but only when requested to do so by the client. Upon receipt of any client's request, The Adviser will endeavor, but cannot guarantee, that any such transaction will be affected on the day received or at any specific time or price.

Limitations for Non-Discretionary Assets

Clients that engage the Adviser on a non-discretionary investment advisory basis must be willing to accept that the Adviser cannot affect any account transactions without obtaining prior consent to any such transaction(s) from the client. Thus, in the event of a market correction during which the client is unavailable, ORG Partners will be unable to affect any account transactions (as it would for its discretionary accounts) without first obtaining the client's consent.

Third-Party Money Mangers

After the Adviser has gathered information about the client's specific investment objective, the Adviser will assist the Client in selecting a Third-Party Money Manager ("TPMM") to deliver an investment model ("strategy") or manage a separate account for the Client. IAR's utilize multiple factors in selecting a prudent TPMM to recommend to a client, including but not limited to performance, investment objectives, and fees. These factors are considered in relation to the Client's specific investment objective to help determine suitability of the TPMM. When a Client engages a TPMM we recommend, we do not directly manage that portion of the Client's portfolio assets and are not involved in selecting the securities to be bought and sold, or the timing of the same. The day-to-day portfolio management decisions are provided by the TPMM, and then executed by us at the Client's custodian or executed directly by the TPMM if managed in a separate account.

In the event that the use of multiple TPMMs is recommended to a client, each TPMM has differing minimum account requirements as well as a variety of fee ranges. If a client uses a TPMM in a separate account, we periodically review the Client's financial situation, objectives, and restrictions; and communicate relevant information to the TPMM, and assist the client in understanding and evaluating the services provided by the TPMM. Some TPMMs maintain their own separate execution, clearing, and custodial relationships.

If we determine that a selected TPMM is not managing the Client's portfolio in a manner consistent with the Client's IPS and investment objectives, or if the financial situation of the Client changes, we recommend a new TPMM.

Additional Services

The Adviser may furnish advice on matters not involving securities, such as:

- Retirement Income Planning Withdrawal Rate Analysis
- Insurance Review & Planning Corporate Retirement Plan Guidance
- Estate & Charitable Gift Planning
- Business Successions
- Personal Financial Planning
- Education Planning
- Cash Flow & Budgeting
- Employee Benefits & 401(k) Guidance
- Tax Planning

C. Tailored Relationships

At the Adviser, advisory services are tailored to the specific needs of each Client. Prior to providing advisory services, the Adviser will ascertain each Client's investment goals and objectives. The Adviser then allocates and/or recommends that the client allocate investment assets consistent with the designated investment objective. The client may, at any time, impose reasonable restrictions on the Adviser's services, but restrictions must be delivered to the Adviser in writing and must be signed by the Client.

In performing services for the Client, the Adviser is not required to verify any information it received from the client or from the Client's other professionals and the Adviser is expressly authorized by the Client to rely on this information. Each client is advised that it remains the Client's responsibility to promptly notify the Adviser if there is ever any change in the Client's financial situation or investment objectives for the purpose of reviewing, evaluating or revising the Adviser's previous recommendations or services to the Client.

D. Participation in Wrap Fee Programs

The Adviser offers services through both wrap fee programs and non-wrap fee programs. Certain other fees are not included in the wrap fee and are paid for separately by the client. Clients 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, fees for trades executed away from the 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 our firm. Please refer to the Adviser's Wrap Fee Brochure for additional information.

Generally, we consider wrap fee programs through which investment advisory services and execution of your transactions are provided for specified fees that are not based directly upon transactions in your account. Our firm and our investment team do not manage wrap fee accounts differently from other programs.

Item 5 Fees and Compensation

The below provides an overview of the fees and compensation we generally receive for the services we provide. Please refer to your agreement with ORG for information about the specific fees to be imposed with respect to your account and the other terms and conditions that will govern your relationship with ORG. Our fees are generally negotiable. Fees may vary because of negotiations, discussions and/or factors that may include, but are not limited to, the circumstances of the client, the size and scope of the overall client relationship, client investment guidelines, additional or differing levels of servicing, or as may be otherwise agreed with specific clients.

A. ORG Compensation

Financial Planning Fees

An initial meeting is scheduled with a prospective client at no cost or obligation. The purpose of the meeting is to inform the prospective client of the types of services the Adviser provides and to generally discuss what the client desires from such a financial planning relationship. If the prospective client is interested in exploring the Adviser's services in more detail, the Adviser will review the prospective client's recent income tax returns and a listing of his/her assets and liabilities. At a subsequent session, the prospective client is given an idea of the specific value of pursuing this financial planning process and is quoted a fee for the financial planning services to be provided. The financial planning fee is quoted on a project basis and covers projected time and expense associated in working with this client for a twelve-month period. This includes gathering data, developing the written plan, reviewing the plan with

appropriate advisers, discussing the plan with the client, implementation, and continuing to review, monitor and update the client's affairs throughout the ensuing twelve months. A 50% deposit of the initial financial planning fee is due once the client has agreed to the financial planning relationship.

The financial planning fee is based upon several factors, including net worth, gross income, complexity of one's financial affairs, and the time necessary to meet each individual client's goals and priorities. Certain unforeseen expenses may not be included in the financial planning fee and would be billed directly.

Once the client verbally agrees to the personal financial planning process, the process to develop the written documents begins. Once the financial plan is completed and the appropriate advisers have reviewed the plan, a meeting is scheduled to discuss the plan and the specific items to be implemented with the client. The client takes from this meeting the written plan.

The balance of the financial planning fee is billed to the client within 180 days of the start of the relationship and can be paid by the client in any manner suitable to the client within 30 days of the invoice date. The financial planning fee shall be mutually agreed upon in advance by and between the client and ORG Partners. Any such fee shall be separate from the asset-based investment management fee. The Adviser reserves the right to waive some or the entire financial planning fee.

The client can terminate the financial planning and/advisory relationship at any time within 10 days' written notice.

Investment Consulting Fees

The Adviser bases its annual investment consulting fee for retirement plan assets upon a percentage (%) of the market value of the assets and the specific types of investment consulting services provided. The Adviser charges an annual fee of up to 2.00% of assets under management. The Adviser may choose to charge a lower asset-based fee at its sole discretion.

Investment Management Fees

The Adviser bases its annual investment management fee upon a percentage of assets under management. The Adviser charges an annual fee of up to 2.00% of assets under management. The Adviser may choose to charge a lower asset-based fee at its sole discretion.

Fee Schedule

The client agrees to pay the following fees:

1. Management fee is in the amount of 200 basis points, at maximum, deducted on a quarterly basis.
2. Platform fees (e.g., Liberty Fi, Envestnet, etc.)
3. Investment management fees payable to third parties. Model portfolio advisors could include affiliates of ORG.
 - a. ORG Partners may invest client assets in models that are created by affiliates of ORG Partners and the affiliates could be compensated on models used by ORG Partners clients.

Fee Calculation Basis

The value used to calculate the investment management fee will be based on the average daily balance computed at the close of business each trading day **or** the value of the assets on the last

day of the prior quarter. Your specific billing will be referenced above is detailed in your investment management agreement.

Average Daily Balance Billing

The figure used in the fee calculation is the average daily balance of the previous quarter computed at the close of business each trading day. In computing Average Daily Balance in the account, shares of any mutual funds are valued at their respective net asset value as calculated on the valuation date in accordance with each fund's prospectus. The value of stocks, bonds, options, and other securities is the closing price provided by custodians and/or reputable pricing services. You should not deem valuation, for fee calculation purposes, as a guarantee with respect to marketability/liquidation value of those assets.

Last Day of the Previous Quarter Billing

The figure used in the fee calculation is the value of assets on the last day of the previous quarter, as valued by the custodian.

Payment of Fees

The fees listed above are payable by the client to ORG Partners Quarterly- in advance, based upon the fee calculation method detailed in the client's investment management agreement for the previous quarter.

Third-Party Money Manager Fees

Fees charged by Third-Party Money Managers may be similar to, more, or less than fees assessed by ORG Partners. The Client will pay any TPMM engaged pursuant to the foregoing fees charged by the managers, which are separate from and in addition to the Adviser's fees. Clients referred to a TPMM for the management of a separate account are directed to the disclosure documents.

Negotiated Fees

The Adviser, in its sole discretion, may reduce its investment management fee based upon certain factors, like anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client and other considerations.

Other Fees

Clients not participating in a wrap fee program will incur transaction charges for trades executed in their accounts. These transaction charges are separate from our fees and will generally be disclosed in the brokerage or custodian agreement in place with respect to your account. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as 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. Also, clients will pay the following separately incurred expenses: charges imposed directly by an investment model, mutual fund, index fund, or ETF, which expenses and charges are generally disclosed in the fund's prospectus (e.g., fund management fees, distribution fees and other fund expenses). Clients may be responsible for paying fees charged by sub-advisers, money managers, Platforms, and/or Platform managers that have been engaged to manage their account as described in the investment management agreement. Such charges, fees, and commissions are exclusive of, and in addition to, our fee. ORG, or our affiliate, receives a portion of fees charged by Platforms and for certain investment models. Item 10 further describes this arrangement and the conflicts of interest presented.

This brochure describes our non-wrap fee advisory services; clients utilizing our wrap fee portfolio management should see the separate Wrap Fee Program Brochure for additional details regarding third party fees.

Item 12 further describes the factors that we consider in selecting or recommending broker-dealers for client transactions and determining the reasonableness of their compensation (e.g., commissions).

B. Billing of Fees

ORG Partners' investment management fees shall be assessed quarterly, in advance, based upon the fee calculation method detailed in the client's investment management agreement for the prior quarter. New accounts will be assessed a prorated fee dependent upon the number of days remaining in the quarter. The Adviser clients must provide their consent in advance to direct debiting of investment management fees from their custodial account. The Investment Advisory Agreement and the custodial/ clearing agreement authorize the custodian to debit the client account for the amount of the Adviser's investment management fee, and to directly remit that investment management fee to the Adviser in compliance with regulatory procedures. The Adviser may send each client an itemized fee invoice each quarter – please see Item 15 for additional information. In the limited event that the Adviser bills the client directly, payment in full is expected upon presentation of the invoice. In the event an agreement is terminated, the client will receive a prorated refund for fees paid in advance.

C. Other Fees

Unless clients direct otherwise or an individual client's circumstances require, the Adviser generally recommends one of several unaffiliated custodians (e.g., TD Ameritrade, Charles Schwab & Co., etc.) serve as the broker-dealer/custodian for client investment accounts. Broker-dealers such as those listed above may charge brokerage commissions and/or transaction fees for effecting certain securities transactions. For example, these custodians may charge commissions for individual equity and fixed income securities transactions, or fees may be charged for certain no-load mutual fund transactions. In addition to the Adviser's investment management fee, custodial brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses).

Advisor Credit Exchange

ORG Partners participates on the Advisor Credit Exchange platform ("ACx") presented by the Advisor Credit Exchange, LLC ("ACE"). The ACx platform is made available by ACE to certain Advisors, and Participating Lenders and their respective authorized users to enable matching and pre-qualification of Advisor Clients with Participating Lenders based on Participating Lenders' credit criteria, along with such other features and functionality as may be offered by ACE from time to time. This presents a conflict of interest because ACE agrees to pay the Advisor a fee for each loan referred through ACx; this arrangement presents a conflict of interest and gives the Advisor an incentive to recommended participating lenders based on the compensation received. Clients have the option to search for participating lenders through other channels not affiliated with us.

FeeX

We use a third-party platform to facilitate management of held away assets such as defined contribution plan participant accounts, with discretion. The platform allows us to avoid being considered to have custody of client funds since we do not have direct access to Client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. FeeX charges ORG Partners a percentage of assets under management annually. The client does not pay extra for this service.

Item 6 Performance-Based Fees and Side-By-Side Management

ORG Partners does not advise any client accounts that are subject to performance-based fee arrangements.

Item 7 Types of Clients

The Adviser predominantly offers its services to individuals, high net worth individuals, pension and profit-sharing plans and participants, trusts, estates, charitable organizations, corporations or business entities.

ORG Partners generally requires an account minimum of \$25,000 for investment management services. When a consolidated client account value in this program falls below \$25,000 in value, the minimum quarterly fee of \$100.00 may be charged. ORG Partners Clients with assets at or below the minimum account size may pay a higher percentage rate on their annual advisory fees than the fees paid by clients with significantly greater assets under management.

The Adviser may reduce or waive its minimum asset requirement based upon certain factors, like anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, negotiations with client and other considerations. Other exceptions may apply to employees of the Adviser and their relatives, or relatives of existing clients.

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

A. Methods of Analysis and Investment Strategies

The Adviser's security analysis methods may include fundamental analysis, technical analysis, charting and cyclical analysis.

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

Additional research tools and sources of information that the Adviser may use include mutual fund and stock information provided by unaffiliated third parties (e.g., Morningstar, etc.) and many other reports located on the Internet using the World Wide Web.

The Adviser may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases: (securities held at least a year)
- Short Term Purchases: (securities sold within a year)
- Trading: (securities sold within thirty (30) days)
- Options (contract for the purchase or sale of a security at a predetermined price during a specific period of time)

Strategic and Tactical Asset Allocation may be utilized with domestic mutual funds, exchange-traded funds, or stocks and bonds as the core investments. Global mutual funds, sector funds and specialty exchange-traded funds may be added as satellite positions. Portfolios may be further diversified among large, medium, and small sized investments in an effort to control the risk associated with traditional markets. Investment strategies designed for each client are based upon specific objectives stated by the client during consultations. Clients may change their specific objectives at any time. Each client executes an Investment Policy Statement that documents their specific objectives and their desired investment strategy.

Please Note: Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment strategy recommended or undertaken by the Adviser will be profitable or equal any specific performance level. Investing in securities involves risk of loss that clients should be prepared to bear.

B. Risk of Loss

Risk is inherent in any investment in securities and the Adviser does not guarantee any level of return on a client's investments. There is no assurance that a client's investment objectives will be achieved. A client may be subject to certain risks, including, but not limited to, the risks described below. The risks discussed below vary by investment style or strategy and may or may not apply to a client. A client should also review the prospectuses or other disclosure documents for the securities purchased for the client's account, as they will contain important information about the risks associated with investing in such securities.

Investment strategies recommended by the Adviser may also be subject to some or all of the following types of risk:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- **Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They may carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- **Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many investors are interested in buying or selling a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- **Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value

Please Note: In light of these risks of loss and potentially enhanced volatility, clients may direct the Adviser, in writing at any time, not to employ any or all of the investment strategies recommended by ORG Partners for their account.

Item 9 Disciplinary Information

Investment Advisors are required to disclose legal or disciplinary events that are material to a client's or prospective client's evaluation of the Advisor's business or the integrity of the Advisor's management. ORG Partners has no such disclosures to provide.

Item 10 Other Financial Industry Activities and Affiliations

The Adviser is not registered as a securities broker-dealer, futures commission merchant, commodity pool operator or commodity trading advisor.

Some representatives of the firms are also registered representatives of Broker Dealers. Registered representatives may offer securities and receive normal and customary commissions as a result of securities transactions. Therefore, a conflict of interest may arise as these commissionable securities sales may create an incentive to recommend products based on the compensation they may earn and may not necessarily be in the best interests of the client.

Many of the financial professionals at our firm are licensed insurance agents. ORG Partners, at times, recommends the use of various insurance products where we believe it is in your best interest. You should be aware that these services pay a commission or other compensation and present a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment adviser. ORG Partners always seeks to act in the best interest of the client; including the sale of commissionable products to advisory clients, and we will disclose the commission prior to the sale. You are in no way required to implement the plan through any representative of ORG Partners in such individual's capacity as an insurance agent.

A. Affiliations

Mr. Clint Sorenson controls CRDJ LLC, a holding company that owns 24.5% of ORG Partners. Mr. Sorenson is the Chief Investment Officer of ORG Partners. Mr. Sorenson also owns WealthShield, LLC. ORG Partners may invest client assets in models that are created by WealthShield, LLC, and WealthShield, LLC could be compensated on models used by ORG Partners clients.

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

A. ORG Partners Code of Ethics

We have adopted a Code of Ethics pursuant to Advisers Act Rule 204A-1. A basic tenet of our Code of Ethics is that the interests of clients are always placed first. The Code of Ethics includes standards of business conduct requiring Access Persons to comply with the federal securities laws and the fiduciary duties an investment adviser owes to its clients. The Code of Ethics also requires that all Access Persons comply with ethical restraints relating to clients and their accounts, including restrictions on gifts and provisions intended to prevent violations of laws prohibiting insider trading.

The goal of our Code of Ethics is to ensure that personal investing activities by our employees are consistent with our fiduciary duty to its clients. The Code of Ethics includes standards of business conduct requiring Access Persons to comply with the federal securities laws and the fiduciary duties an investment adviser owes to its clients. The Code applies to all Access persons that are considered to be supervised by ORG Partners. Personnel are considered to be Access Persons under the Code including the following:

- Directors, officers, and partners of the Firm (or other persons occupying a similar status or performing similar functions).
- Employees of the Firm;
- Any other person who provides advice on behalf of the Firm and is subject to the Firm's supervision and control

Our Code of Ethics is available to you upon request. You may obtain a copy of our Code of Ethics by contacting our Chief Compliance Officer, Matthew Swendiman, at 513-562-1675.

B. Participation or Interest in Client Transactions

ORG Partners and/or its representatives may engage in securities transactions for their own accounts, including the same or related securities that are recommended to or owned by clients of the Adviser. These transactions may include trading in securities in a manner that differs from, or is inconsistent with, the advice given to clients of the Adviser, and the transactions may occur at or about the same time that such securities are recommended to or are purchased or sold for client accounts. This creates a potential conflict between the interest of the clients and the interests of the Adviser and/or its representatives.

C. Personal Trading

To address the potential for conflict of interests, the Adviser has adopted a Code that applies to its representatives who have access to non-public information relating to advisory client accounts ("Access

Persons"). The Code prohibits Access Persons from using knowledge about advisory client account transactions to profit personally, directly, or indirectly, by trading in his/her personal accounts. To help monitor for any conflict of interest, all Access Persons are required to submit quarterly personal securities transactions and annual holdings reports for review by the Chief Compliance Officer.

Item 12 Brokerage Practices

A. Broker-Dealer Selection

We seek to recommend a custodian/broker who will hold your assets and execute transactions on terms that are overall most advantageous when compared with other available providers and their services. We consider a wide range of factors, including these:

- Combination of transaction execution services along with asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capabilities to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of investment products made available (stocks, bonds, mutual funds, exchange traded funds (ETFs), etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate them
- Reputation, financial strength, and stability of the provider
- Their prior service to us and our other clients
- Availability of other products and services that benefit us

ORG Partners does not maintain custody of your assets that we manage, although we may be deemed to have custody of your assets if you give us authority to withdraw assets from your account (see Item 14 – Custody, below). Your assets must be maintained in an account at a “qualified custodian,” generally a broker-dealer or bank. We recommend that our clients use Charles Schwab & Co., Inc. (Schwab), a registered broker-dealer, member SIPC, as the qualified custodian. We are independently owned and operated and are not affiliated with Schwab.

We also recommend the brokerage and custodial services of TD Ameritrade Institutional (through the TD Ameritrade Institutional Program), a division of TD Ameritrade, Inc. (“TD Ameritrade”), member FINRA/SIPC/NFA. TD Ameritrade is an unaffiliated SEC-registered broker-dealer and FINRA member.

Research and Other Soft Dollar Benefits

The Adviser does not receive research in addition to execution services from a broker-dealer in connection with its clients’ securities transactions. These research benefits are commonly referred to as “soft dollar benefits.” The Adviser may from time to time receive generic market commentaries or market research from broker-dealer firms. However, the receipt of those materials is not tied to the execution of client transactions.

The Adviser seeks to select broker-dealers based upon the broker’s or dealer’s ability to provide best execution, and the Adviser will not cause clients to pay commissions (or markups or markdowns) higher than those charged by other broker-dealers for the purpose of obtaining soft dollar benefits.

Your Brokerage and Custody Costs

We recommend the brokerage and custodial services of TD Ameritrade Institutional (through the TD

Ameritrade Institutional Program), a division of TD Ameritrade, Inc. ("TD Ameritrade"), member FINRA/SIPC/NFA. TD Ameritrade is an unaffiliated SEC-registered broker-dealer and FINRA member. TD Ameritrade offers to independent investment advisers services which include custody of securities, trade execution, clearance and settlement of transactions. We receive some benefits from TD Ameritrade through our participation in the program. Our firm and/or our supervised persons may receive benefits such as assistance with conferences and educational meetings from product sponsors. See Section 14 below for further discussion of services provided by TD Ameritrade.

We also recommend that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, member SIPC, to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Schwab is at the discretion of our clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. We are independently owned and operated and not affiliated with Schwab. Schwab provides us with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment. Our firm and/or our supervised persons receive benefits.

Schwab also makes available to ORG other products and services that benefit us but may not benefit our clients' accounts. These benefits may include national, regional or ORG specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of ORG by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities.

Other of these products and services assist us in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of ORG's fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of ORG's accounts, including accounts not maintained at Schwab Advisor Services.

Schwab Advisor Services also makes available to ORG other services intended to help ORG manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, Schwab makes available, arranges and/or pays vendors for these types of services rendered to ORG by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to ORG.

While, as a fiduciary, we endeavor to act in our clients' best interests, our recommendation that clients

maintain their assets in accounts at Schwab may be based in part on the benefit to ORG of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which creates a potential conflict of interest.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Directed Brokerage

The Adviser will comply with any guidelines and/or limitations reasonably requested by a client relating to brokerage for the client's account that are contained in the client's investment management agreement. When possible, the Adviser will also observe any non-binding statement of client preferences with respect to brokerage direction.

If a client directs the Adviser to use a particular broker-dealer for execution of the client's trade orders (a "directed brokerage arrangement"), and the Adviser agrees to the arrangement, a client should understand that the Adviser may be unable to achieve best execution for the client's transactions. Any costs related to the directed brokerage arrangement are not included in the Adviser's fee, and the client is solely responsible for monitoring, evaluating and reviewing the arrangement with the directed broker-dealer and paying any commissions or markups or markdowns or other costs imposed by the directed broker-dealer. Additionally, the Adviser generally will not aggregate the client's directed brokerage trade orders with orders for other clients of the Adviser or include such orders in its trade rotation process.

If the Adviser aggregates a client's directed brokerage trade orders with trade orders for other clients of the Adviser, the Adviser may employ the use of "step-outs" to satisfy the client's directed brokerage arrangement. A "step-out" occurs when an executing broker executes the trade and then "steps out" the trade to a clearing broker (which would be the directed broker-dealer in a directed brokerage arrangement) that confirms and settles the trade. In such a case, a client will bear the costs of any commissions, markups or markdowns imposed by the executing broker-dealer in addition to the costs of any commissions, markups or markdowns imposed by the directed broker-dealer.

If a client directs the Adviser to use a particular broker-dealer, and if the particular broker-dealer referred the client to the Adviser or if the particular broker-dealer refers other clients to the Adviser in the future, the Adviser may benefit from the client's directed brokerage arrangement. Because of these potential benefits, the Adviser may have an economic interest in having the client continue the directed brokerage arrangement. The benefits that the Adviser receives may conflict with the client's interest in having the Adviser recommend that the client utilize another broker-dealer to execute some or all transactions for the client's account.

Before directing the Adviser to use a particular broker-dealer, a client should carefully consider the possible costs or disadvantages of directed brokerage arrangements.

B. Order Aggregation, Allocation, and Rotation Practices

In order to seek best execution for clients, the Adviser may aggregate contemporaneous buy and sell orders for the accounts over which it has discretionary authority. This practice of bunching trades may enable the Adviser to obtain more favorable execution, including better pricing and enhanced investment

opportunities, than would otherwise be available if orders were not aggregated. Bunching transactions may also assist the Adviser in potentially avoiding an adverse effect on the price of a security that could result from simultaneously placing a number of separate, successive or competing, client orders.

It is within the Adviser's sole discretion to bunch transactions and its decision is subject to its duty to seek best execution. The Adviser will aggregate a client's trade orders only when the Adviser deems it to be appropriate and in the best interests of the client and permitted by regulatory requirements.

All advisory clients participating in a bunched transaction will receive the same execution price for the security bought or sold. Average prices may be used when allocating purchases and sales to a client's accounts because such securities may be purchased and sold at different prices in a series of bunched transactions. As a result, the average price received by a client may be higher or lower than the price the client may have received had the transaction been effected for the client independently from the bunched transaction. In addition, a client's transaction costs may vary depending upon, among other things, the type of security bought or sold, and the commission or markup or markdown charged by the executing broker-dealer.

The amount of securities available in the marketplace, at a particular price at a particular time, may not satisfy the needs of all clients participating in a bunched transaction and may be insufficient to provide full allocation across all client accounts. To address this possibility, the Adviser has adopted trade allocation policies and procedures that are designed to make securities allocations to discretionary client accounts in a manner such that all such clients receive fair and equitable treatment. If a bunched transaction cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day will generally be allocated pro rata among the clients participating in the bunched transaction. Adjustments to this pro rata allocation may be made, at the discretion of the Adviser, to take into consideration account specific investment restrictions, undesirable position size, account portfolio weightings, client tax status, client cash positions and client preferences. Adjustments may also be made to avoid a nominal allocation to client accounts.

When the Adviser is not able to aggregate trades, the Adviser generally uses a trade rotation process that is designed to be fair and equitable to its clients.

Item 13 Review of Accounts

C. Periodic Reviews

We conduct an internal review of accounts on at least an annual basis. This monitoring is conducted by a principal of ORG or an Investment Adviser Representative. The nature of our internal reviews is to monitor whether clients' accounts are in line with their investment objectives, appropriately positioned based on market conditions, and investment policies, if applicable. We generally do not provide written reports to clients. At least quarterly, account statements are furnished by the custodian to each client. We urge clients to carefully review the custodian statement provided for their client.

We may review client accounts more frequently than described above. Among the factors that may trigger an off-cycle review include major market or economic events, the client's life events, or requests by the client.

Investment Consulting clients receive reviews of their pension plans for the duration of the pension consulting service. We also provide ongoing services to Consulting clients where we meet with such clients upon their request to discuss updates to their plans, changes in their circumstances, etc. Retirement and Pension Consulting clients do not receive written or verbal updated reports regarding their pension plans unless they choose to contract with us for ongoing Pension Consulting services.

Financial Planning clients do not receive reviews of their written plans unless they take action to schedule a financial consultation with us. We do not provide ongoing services to financial planning clients, but are willing to meet with such clients upon their request to discuss updates to their plans, changes in their circumstances, etc. Financial Planning clients do not receive written or verbal updated reports regarding their financial plans unless they separately contract with us for a post-financial plan meeting or update to their initial written financial plan.

Item 14 Client Referrals and Other Compensation

A. Other Compensation

TD Ameritrade, Inc.

As stated above, we recommend the brokerage and custodial services of TD Ameritrade Institutional (through the TD Ameritrade Institutional Program), a division of TD Ameritrade, Inc. ("TD Ameritrade").

There is no direct link between our participation in the program and the investment advice it gives to its clients, although we receive economic benefits through our 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 adviser 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 us by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available by TD Ameritrade through the program may benefit us but may not benefit our client accounts. These products or services may assist us in managing and administering client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help us manage and further develop our business enterprise. The benefits we receive 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, the firm endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by our firm or its related persons in and of itself creates a conflict of interest and may indirectly influence our choice of TD Ameritrade for custody and brokerage services.

Charles Schwab & Co., Inc.

As stated above, we recommend that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc. ("Schwab"), a registered broker-dealer, member SIPC, to

maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with Schwab is at the discretion of our clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. We are independently owned and operated and not affiliated with Schwab. Schwab provides us with access to its institutional trading and custody services, which are typically not available to Schwab retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. Schwab's services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

Schwab also makes available to ORG other products and services that benefit us but may not benefit our clients' accounts. These benefits may include national, regional or ORG specific educational events organized and/or sponsored by Schwab Advisor Services. Other potential benefits may include occasional business entertainment of personnel of ORG by Schwab Advisor Services personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities.

Other of these products and services assist us in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of ORG's fees from its clients' accounts, and assist with back office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of ORG's accounts, including accounts not maintained at Schwab Advisor Services.

Schwab Advisor Services also makes available to ORG other services intended to help ORG manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, Schwab may make available, arrange and/or pay vendors for these types of services rendered to ORG by independent third parties. Schwab Advisor Services may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to ORG.

While, as a fiduciary, we endeavor to act in our clients' best interests, our recommendation that clients maintain their assets in accounts at Schwab may be based in part on the benefit to ORG of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by Schwab, which creates a potential conflict of interest.

Platforms

Client accounts are generally managed via third-party investment management platforms ("Platforms"). Platforms are paid a fee based on the amount of client assets on the Platform ("Platform Fee"). ORG, or our affiliates, receives a portion of the Platform Fee. The Platform Fee is higher as a result of our receipt of a portion of the Platform Fee and clients may be able to access Platforms through other investment advisers at a lower fee. Clients may be responsible for paying the Platform Fee as described in the

investment management agreement. Clients should review the investment management agreement to determine if they are responsible for paying the Platform Fee. This fee is in addition to the compensation we receive for our advisory services described in Item 5. Fees reduce returns over time. This creates a conflict of interest as we have an incentive to recommend Platforms based on our receipt of a portion of the Platform Fee rather than the best interests of the client. We have reviewed and periodically review Platforms that we recommend and believe that the use of such Platforms is in the best interest of clients. As of the date of this Brochure, we utilize Envestnet and Liberty Fi as a Platforms.

Advisor Credit Exchange Platform ("ACx")

ORG Partners participates on the Advisor Credit Exchange platform ("ACx") presented by the Advisor Credit Exchange, LLC ("ACE"). The ACx platform is made available by ACE to certain Advisors, and Participating Lenders and their respective authorized users to enable matching and pre-qualification of Advisor Clients with Participating Lenders based on Participating Lenders' credit criteria, along with such other features and functionality as may be offered by ACE from time to time. This presents a conflict of interest because ACE agrees to pay the Advisor a fee for each loan referred through ACx; this arrangement presents a conflict of interest and gives the Advisor an incentive to recommended participating lenders based on the compensation received. Clients have the option to search for participating lenders through other channels not affiliated with us.

B. Referrals

ORG Partners may provide compensation to individuals who refer clients in some instances. When applicable, the compensation paid is a percentage of the client's fee payments or the value of the client's account. The amount of compensation will vary, with the specific level determined based upon consideration of various factors. ORG Partners may pay these fees to unaffiliated solicitors in which they have entered into a written agreement with.

Item 15 Custody

Pursuant to Rule 206(4)-2 under the Advisers Act, because we may directly deduct advisory fees from client accounts as part of our billing process, we are deemed to have limited custody of client funds. The qualified custodian you hold your assets with maintains actual custody of your assets. You will receive account statements directly from the custodian at least Quarterly. They will be sent to the email or postal mailing address you provided to the custodian. You should carefully review those statements promptly when you receive them.

Item 16 Investment Discretion

Clients have the option of providing our firm with investment discretion on their behalf, pursuant to an executed investment advisory client agreement. By granting investment discretion, we are authorized to execute securities transactions including the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. Limitations may be imposed by the client in the form of specific constraints on any of these areas of discretion with our firm's written acknowledgment.

If a client enters into non-discretionary arrangements with ORG, we will obtain your approval prior to the execution of any transactions for your account(s). Clients have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Item 17 Voting Client Securities

We do not and will not accept the proxy authority to vote client securities. Clients will receive proxies or other solicitations directly from their custodian or a transfer agent. In the event that proxies are sent to our firm, we will forward them on to you and ask the party who sent them to mail them directly to you in the future. Clients may call, write or email us to discuss questions they may have about particular proxy votes or other solicitations.

Item 18 Financial Information

ORG Partners does not require the prepayment of more than \$1,200 in fees and for more than six months in advance, does not take custody of client funds or securities and does not have a financial condition that is likely to impair our ability to meet our commitments to our clients.