

FORM ADV PART 2A: *Firm Brochure*

NEXWEALTH, LLC

NexWealth, LLC

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This brochure provides information about the qualifications and business practices of NexWealth, LLC, (“NexWealth”). If you have any questions about the contents of this brochure, please contact us at 913-239-0100, or via email at kmchristopher@beaconcompliance.com. 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.

NexWealth is a registered investment advisor. Registration of an Investment Advisor does not imply any level of skill or training. The oral and written communications of an Advisor provide you with information to assist you when determining to hire or retain an advisor.

Additional information about NexWealth is also available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a CRD number. Our Firm’s CRD number is 311424.

ITEM 2. MATERIAL CHANGES

Initially, we will provide you with this brochure which highlights information about our qualifications, business practices, and potential conflicts of interest. Thereafter, on an annual basis, if there have been any material changes to the information in the brochure during the previous year, we will provide you with one of the following:

- An updated annual brochure along with a summary of material changes which will be provided within 120 days of the close of our business fiscal year. Our business fiscal year-end is December 31st.
- A summary of material changes within 120 days of the close of our business fiscal year-end that includes an offer to provide a copy of the full annual updated brochure and information on how you may obtain the brochure from us.

Throughout any calendar year, we will also provide you with an updated interim amendment to our brochure under the following circumstances:

- We report any new information in response to Item 9 of Part 2A regarding disciplinary information about the Firm or any of its management personnel.
- Any material change that could affect the relationship between you and us.

We will provide, *free of charge*, a new brochure any time at your request, or as may become necessary based on material changes as outlined above.

You may request our brochure by contacting us at (561) 971-3939. You may also receive this and any other disclosure documents via electronic delivery, where allowed, by signing and returning to us an authorization to deliver disclosure and other documents electronically. This authorization may be included in any agreement you enter into with NexWealth.

Additional information about NexWealth is also available via the SEC's website at www.adviserinfo.sec.gov. The SEC's website also provides information about any persons affiliated with NexWealth who are registered, or are required to be registered, as investment adviser representatives of NexWealth.

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ITEM 4. ADVISORY BUSINESS

The Firm is an SEC-registered investment adviser with its principal place of business located in Florida. The Firm began conducting business in 2020.

Principal shareholders owning more than 25% of our Firm include:

- Matthew E. West, Managing Member, CEO/President

As used in this brochure, the words “we”, “our”, “us”, and the “Firm”, refers to NexWealth, LLC. The words “you,” “your,” and “Client” refer to you as either a client or prospective client of NexWealth.

Prior to engaging NexWealth to provide any investment advisory services, the client is required to enter into one or more written agreements with NexWealth setting forth the terms and conditions under which NexWealth renders its services (collectively, the “Agreement”).

This Disclosure Brochure describes the business of NexWealth. Certain sections may also describe the activities of *Supervised Persons* of NexWealth. *Supervised Persons* are any of NexWealth’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on behalf of NexWealth and who is subject to NexWealth’s supervision or control.

INVESTMENT MANAGEMENT SERVICES

Our Firm provides continuous investment advice to you regarding the investment of your investment portfolio based on your individual objectives, time horizons, risk tolerance, liquidity needs, and prior investment experience. For all investors, we will work with you to ascertain the investment parameters for your assets we manage. This is accomplished through discussions with you or your representatives. We will manage your portfolio based on the agreed upon mandate for your assets.

From time to time, we may recommend changes to your investments or objectives based on our research and opinions regarding specific investments or the markets in general. You may disagree with our assessments and direct us to leave the investments as is or to make broader changes to your investment portfolio(s).

Without prior prompting on our part, you may contact us and request changes to your investment strategy. You may impose reasonable restrictions or mandates on the management of your account if, in our sole discretion, the conditions will not materially impact the performance of a portfolio strategy or prove overly burdensome to our management efforts. When changes are requested, we will require that you notify us in writing of the requested changes. As part of our on-going responsibility to you we will request additional information from you about changes you may request be made to your investment strategy and will render our opinion of your requested changes. If we feel that your request is not in your best interests, or if we feel we cannot properly implement the changes you are requesting, we will inform you of that fact. If either of us feels that we can no longer provide the level of service you require, the Agreement can be terminated by you or us with notice as detailed in your individual Agreement. If we agree to implement the changes you have requested, we will note your account of such changes and restrictions accordingly.

You can engage NexWealth to manage all or a portion of your investable assets on a discretionary basis. The Firm primarily allocates assets you request us to manage in, but not limited to, equities, fixed income, mutual funds, ETFs, etc., as further described in Item 8 below. NexWealth may also provide investment advice about any type of investment held in your existing portfolios.

NexWealth will initially review your investments for suitability based on the information you provide us with respect to your investment objectives, time horizons, risk tolerance, liquidity needs, and prior investment

experience. For all clients, we continuously monitor the underlying securities of your portfolio, and when necessary we may add, trim, or remove a specific security or securities from the portfolio without receiving your permission in advance to do so.

While we generally manage your portfolio on a discretionary basis, we will consider an Agreement with you on a non-discretionary basis. Unlike a discretionary Agreement which allows us to make investment decisions without your prior approval, a non-discretionary Agreement requires you to approve any recommended transactions in advance before we execute them. You may revoke both discretionary and non-discretionary authority at any time with written notification.

As a Client you have a responsibility to promptly notify us if there are changes to your financial situation which may materially impact your investment objectives, time horizons, risk tolerance, or liquidity needs. You must also inform us in writing if you wish to impose any reasonable restrictions to the management service we provide you.

AMOUNT OF MANAGED ASSETS

As of the end of the most recent fiscal year, NexWealth actively manages approximately \$119,226,324.00 of clients' assets. Of that amount, approximately \$119,133,529.00 is on a discretionary basis, and approximately \$92,795.00 is on a non-discretionary basis. Please see below for a detailed breakdown of the approximate assets managed by the advisor.

NexWealth, LLC	
Total AUM	\$ 119,226,324.00
Discretionary AUM	\$ 119,133,529.00
Non-Discretionary AUM	\$ 92,795.00

ITEM 5. FEES AND COMPENSATION

NexWealth offers its services on a fee-only basis, as further described below.

INVESTMENT MANAGEMENT FEE

Your fee will be calculated on a quarterly basis and is paid in advance. To calculate your fee, we take the value of all assets in your portfolio as of the first day of the quarter. That amount is then multiplied by the fee percentage, which results in an annualized fee. The annualized fee is divided by four to arrive at the quarterly fee you will be charged.

Our annual fee for Investment Advisory Services is based upon a percentage of assets under management. Fees and minimum account size may be negotiable on a client-by-client basis depending on a number of factors, including the type and nature of services to be provided, the amount of assets to be managed, complexity of the account, and/or anticipated future additional assets and accounts. The specific annual fee schedule is identified in the Agreement between us. Your fee structure will never change from that contained in your Agreement with us unless agreed to in writing by you and made a part of your Agreement. There will be no retroactive increase in the minimum account size required for a specific investment.

In certain circumstances, a fixed fee for services may be offered as an option. As mentioned above, all services

are determined on a client-by-client basis.

NexWealth's annual fee is exclusive of, and in addition to, brokerage commissions, transaction fees, and other related costs and expenses incurred by you or your accounts. NexWealth does not, however, receive any portion of these commissions, fees, and costs.

We request that you authorize and direct the custodian of your account to pay our fees directly to us from the portfolio. However, it is your option to authorize this process, and if you do not approve of the direct deduction from your account, we will submit periodic invoices directly to you or the custodian, as you request.

Our employees, their family members, and our proprietary accounts, such as a Firm 401k plan, may be exempt from management fees charged by us to manage these accounts.

INVESTMENTS IN AFFILIATED MUTUAL FUNDS

When our Firm uses mutual funds as part of your investment strategy, where appropriate, we will use a proprietary mutual fund, of an affiliate of ours under common control with the owner of this Firm, in various client accounts. The name of the affiliate is Long Short Advisors, LLC ("LSA"), an SEC registered investment advisor. LSA manages one mutual fund. There is a conflict of interest when we invest your assets into a proprietary fund of an affiliate in that our affiliate will receive a fee on those same assets as described in that fund's prospectus. However, to mitigate this conflict, our Firm will not charge a fee on the assets invested in a proprietary fund when calculating quarterly fees. As previously mentioned, the fees associated with the investment in the proprietary fund will be paid to our affiliated firm in accordance with the fund's prospectus and the affiliated firm's specific investment advisory agreement with that fund. In addition, when invested in our affiliated firm's mutual fund, you will indirectly bear your pro-rata share of the fees, expenses, and charges described in that fund's prospectus. Such fees, expenses, and charges include, but are not limited to, fees incurred for legal, audit, custodial services provided to the funds, and the cost of transactions effected for the funds such as brokerage and execution charges, markups, and commissions.

SUB-ADVISOR FEES

As discussed in Item 8, if a sub-advisor is selected to manage a portion of your assets, you as the client, will incur additional expenses in the form of the sub-advisor's fee, on top of the fee you pay in accordance with the Agreement with the Firm, which would not be the case if we managed all your assets internally. Different sub-advisors may also have different fee structures in place.

OTHER FEES

In addition, a portion of your assets may be invested in third-party mutual funds or exchange traded funds. These funds charge an annual internal management fee as outlined in their prospectuses which is deducted directly from your account balance by that fund. We do not receive any of these additional fees; however, these fees do represent an additional fee that you are paying above that being charged by us. Accordingly, you should review the fees charged by other third-party managed mutual funds, and our fees, to fully understand the total amount of fees to be paid by you and to thereby evaluate the advisory services provided.

We will always seek best execution, and when we determine that any part of your assets that we manage will be invested in a third-party mutual fund, we will always attempt to purchase the lowest cost share class given the size of your investment and any "relationship" benefit, meaning the total assets we have invested with the fund, for which our Firm may qualify. However, depending on various circumstances such as fund minimums, expense costs, and transaction fees, to name a few, we may not be able to always purchase the lowest cost share class available (where multiple available share classes exist), and in doing so, the costs of ownership of those share

classes may be higher, resulting in lower growth and performance of the funds selected. However, at no time will we invest your assets in a higher cost share class to secure any residual payment for the benefit of NexWealth, such as a 12b-1 fee. Any 12b-1 fee will be solely for the benefit of the broker of your transactions.

FEES CHARGED BY FINANCIAL INSTITUTIONS

As further discussed in response to Item 12 (below), the NexWealth will utilize Fidelity with respect to broker and custodian services for the Firm.

NexWealth may only implement its investment management strategy after the client has arranged for and furnished NexWealth with all information and authorization regarding accounts it establishes with the broker and custodian ("Financial Institutions").

Clients may incur certain charges imposed by the Financial Institutions and other third parties such as custodial fees, charges imposed directly by a mutual fund or ETF in the account, which are disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), 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. Additionally, for assets outside of any wrap fee programs, clients may incur brokerage commissions and transaction fees. Such charges, fees and commissions are exclusive of and in addition to NexWealth's fee.

NexWealth's Agreement and the separate agreement with any Financial Institution may authorize the Financial Institution to debit your account for the amount of NexWealth's fee and to directly remit that management fee to NexWealth. The Financial Institution has agreed to send a statement to the client, at least quarterly, identifying all amounts disbursed from the account including the amount of management fees paid directly to NexWealth. Alternatively, clients may elect to have NexWealth send an invoice for payment.

FEES FOR MANAGEMENT FOR PARTIAL MONTHS OF SERVICE

All fees are calculated on a full quarter basis. Because the Agreement provides for billing of fees in advance, there will be no pro-rata calculation of fees for assets added or removed from account during any normal quarterly billing period. In the event of termination of the Agreement during a quarter in accordance with the termination provisions of the Agreement, you will receive a refund of the prorated unearned portion of the quarterly fee you were charged.

The Agreement between NexWealth and you will continue in effect until terminated by either party pursuant to the terms of the Agreement. NexWealth's fees are prorated to the effective date of the client's written notice of termination in accordance with the termination provisions of the Agreement. Any unearned portion of the fee already paid will be refunded to you, or if the fee has not yet been paid the refund will be offset against any amount you currently owe.

You may make additions to and withdrawals from your account at any time, subject to NexWealth's right to terminate an account. Additions may be in cash or securities provided that NexWealth reserves the right to liquidate any transferred securities or decline to accept particular securities into your account. You may withdraw account assets provided you provide notice to NexWealth, subject to the usual and customary securities settlement procedures. However, NexWealth generally designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of your investment objectives. You are advised when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and of the tax ramifications of selling.

ITEM 6. PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

NexWealth does not provide any services for performance-based fees. Performance-based fees are those based on a share of capital gains on or capital appreciation of the assets of a client.

ITEM 7. TYPES OF CLIENTS

NexWealth provides services to individuals, high net worth clients, pension and profit-sharing plans, trusts, estates, charitable organizations, corporations and business entities. NexWealth does not impose a strict minimum account size, however, NexWealth may decline to accept any account regardless of size at its sole discretion.

ITEM 8. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

METHODS OF ANALYSIS

We may use one or more of the following methods of analysis in formulating our investment advice and/or managing your assets:

Third-Party Sub-Advisor Analysis - We review the experience, expertise, investment philosophies, and past performance of independent third-party sub-advisors who we may utilize as investment managers for a portion or all your assets. We perform this review in an attempt to determine if that sub-advisor has demonstrated an ability to successfully invest over a period of time and in different economic conditions.

We monitor the sub-advisor's underlying holdings, strategies, concentrations, and leverage as part of our overall periodic risk assessment. Additionally, as part of our due-diligence process, we survey the sub-advisor's compliance and business enterprise risks.

A risk of investing with a third-party sub-advisor who has been successful in the past is that he/she may not be able to replicate that success in the future. In addition, as may be the case with mutual funds and ETF's, we do not control the underlying investments in a third-party sub-advisor's portfolio. There is also a risk that the sub-advisor may deviate from the stated investment mandate or strategy of the portfolio, making it a less suitable investment for you.

Additionally, depending on your investment objectives and goals, the Firm may recommend sub-advisors that invest in riskier securities, such as investing in large concentrated positions of small capitalization stocks, including those traded primarily on foreign exchanges where the companies are domiciled and for which accounting standards are not the same as the United States. As such, investing in such a manner can present significant risk to clients, including liquidity issues which may lead to a greater possibility of loss of some or all of your principal investment.

Moreover, as we do not control the manager's daily business and compliance operations, we may be unaware of the lack of internal controls necessary to prevent business, regulatory or reputational deficiencies.

Asset Allocation - Rather than focusing on securities selection, we attempt to identify an appropriate mix of various asset classes suitable to your investment goals and risk tolerance. Once we have determined what we feel, with your input, is the proper allocation, we identify the investment vehicles we will utilize to make up that allocation.

A risk of asset allocation is that you may not participate in sharp increases in a particular asset class, industry, or market sector. Another risk is that different asset classes and investment vehicles will change over time due to stock and market movement and, if not rebalanced, will no longer be allocated in the manner appropriate for your

goals.

Mutual Fund/ETF Analysis - We look at the experience and track record of the manager of a mutual fund or ETF in an attempt to determine if that manager has demonstrated an ability to successfully invest over a period of time and in different economic conditions.

We also look at the underlying assets in a mutual fund or ETF in an attempt to determine if there is significant overlap in the underlying investments which may be held in another fund(s) in your portfolio. We also monitor the funds or ETF's in an attempt to determine if they are continuing to follow their stated investment strategy.

A specific risk of mutual fund and/or ETF analysis is that, as in all securities investments, past performance does not guarantee future results. A manager who has been successful may not be able to replicate that success in the future. In addition, as we do not control the underlying investments in a fund or ETF, managers of different funds held by you may purchase the same security, increasing the risk to you if that specific security were to fall in value. There is also a risk that a manager may deviate from the stated investment mandate or strategy of the fund or ETF, which could make the holding(s) less suitable for your portfolio.

Risks for all forms of analysis - Our investment analysis methods rely on the assumption that the investment vehicles we recommend and utilize, the rating agencies that review these investments, and other publicly-available sources of information about these investments, are providing accurate and unbiased data.

While we try to be aware of any indications that data may be incorrect, there is always a risk that our analysis, as a result of incorrect data, may be compromised and therefore incorrect. This may result in the poor performance of your investments or a loss of your principal.

INVESTMENT STRATEGIES

We may use one or more of the following methods of analysis in formulating our investment advice and/or managing your assets:

Use of Sub-Advisors

NexWealth in many cases engages sub-advisors to manage a portion of your assets to a certain investment style we feel will be beneficial to your investment portfolio. In selecting a sub-advisor to manage a portion of your assets, you as the client, will incur additional expenses in the form of the sub-advisor's fee which would not be the case if we managed all your assets internally. Additionally, you will have a separate investment management agreement directly with the sub-advisor. Different sub-advisors may also have different fee structures in place.

When we place your assets with a sub-advisor, that sub-advisor will be required to execute trades through our preferred brokerage platform and utilize our preferred custodian, Fidelity, which may impact the best execution that the sub-advisor might otherwise receive for its other clients.

Mutual Funds and ETFs

NexWealth uses Exchange Traded Funds (ETFs) and mutual funds in two ways. The first is to construct entire portfolios, and the second is to complement individual security selection by providing access to additional asset classes. This process allows the Firm to provide the best advice possible without limitations on choices of investment options, ensuring the Firm is completely objective in selection, by improving asset allocation and diversification, by offering access to low cost and higher performing funds, and in reducing risk by not concentrating investments in a single fund family.

When selecting funds, NexWealth uses quantitative and qualitative screening tools. Quantitative screens include filters for manager tenure, fund size, risk (as measured by standard deviation), exposure to certain securities,

sectors and asset classes, and historical performance. Qualitative screens filter for style consistency, clean regulatory records of fund managers and fund families. NexWealth uses both passive and actively managed funds. Passively managed indexed funds are primarily used because they offer broad diversification at a low cost, actively managed funds are used when a manager can demonstrate a better alternative to indexed funds.

NexWealth utilizes ETFs and mutual funds to access asset classes such as small, mid, and large cap US stocks, sectors, international stocks, core bonds, high yield bonds, commodities, and alternative asset classes. When used in conjunction with our individual security selection process these vehicles are used to efficiently obtain access to and diversification in international securities, core bonds, high yield bonds, commodities, and alternative securities.

Long-Term Purchases

We purchase securities with the idea of holding them in your account for twelve (12) months or longer. Typically, we employ this strategy when:

- We believe the securities to be currently undervalued, and/or
- We want exposure to a particular asset class over time, regardless of the current projection for this class.

A risk in a long-term purchase strategy is that by holding the security for this length of time, we may not take advantage of short-term gains that could be profitable to you. Moreover, if our projections are incorrect, a security may decline sharply in value before we make the decision to sell, resulting in loss to your portfolio.

Short-Term Purchases

When utilizing this strategy, we purchase securities with the idea of selling them within a relatively short time which is typically twelve (12) months or less. We do this in an attempt to take advantage of conditions that we believe will soon result in a price swing in the securities we purchase.

A risk in this strategy is that we sell a security before it has made the move upward that we anticipate, or that after we have sold the security it continues to move higher.

RISKS OF LOSS

Investments in most any type of securities involve the risk of loss. The types of risks that you may experience include, but may not be limited to:

- Loss of Principal Risk
- Interest Rate Risk
- Market Risk
- Inflation Risk
- Currency Risk
- Liquidity Risk
- Business Risk
- Financial Risk

Past performance of any security does not guarantee future results.

ITEM 9. DISCIPLINARY INFORMATION

NexWealth is required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of its advisory business or the integrity of management. NexWealth does not have any required disclosures to this Item.

ITEM 10. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

NexWealth is required to disclose any relationship or arrangement that is material to its advisory business or to its clients with certain related persons. NexWealth has described such relationships and arrangements below.

AFFILIATED ADVISORS AND AFFILIATED FUNDS

Long Short Advisors, LLC ("LSA") through common control and ownership. As discussed in Item 5, LSA manages one mutual fund, LS Opportunity Fund ("LSOFX"). There is a conflict of interest when we invest your assets into a proprietary fund of an affiliate in that our affiliate will receive a fee on those same assets as described in that fund's prospectus. However, to mitigate this conflict, our Firm will not charge a fee on the assets invested in a proprietary fund when calculating quarterly fees. As previously mentioned, the fees associated with the investment in the proprietary fund will be paid to our affiliated firm in accordance with the fund's prospectus and the affiliated firm's specific investment advisory agreement with that fund. In addition, when invested in our affiliated firm's mutual fund, you will indirectly bear your pro-rata share of the fees, expenses, and charges described in that fund's prospectus. Such fees, expenses, and charges depending on the share class used may include, but are not limited to, 12b-1 fees, shareholder service fees, fees incurred for legal, audit, custodial services provided to the funds, and the cost of transactions effected for the funds such as brokerage and execution charges, markups, and commissions.

OTHER AFFILIATIONS

One of NexWealth's and LSA's principals, Matthew West, is the president and sole shareholder of Infinity Financial Group, a licensed agent with the Commonwealth of Pennsylvania. Mr. West, in his individual capacity, is a licensed insurance agent, and in such capacity, may recommend, on a fully-disclosed basis, the purchase of certain insurance-related products on a limited basis to family, friends and legacy clients.

A conflict of interest exists to the extent that NexWealth or its Supervised Persons recommend the purchase of insurance products where Infinity Financial Group or its Supervised Persons receive insurance commissions or other additional compensation.

In the future, if other conflicts were to arise regarding our current, or any new financial industry activities or affiliations, including the receipt of compensation from those sources, other than as already disclosed in this document, we would:

- Disclose in this section the existence of those material conflicts of interest, including the potential for our Firm and our employees to earn compensation in addition to our Firm's stated advisory fees;
- Disclose to you, as we have done in this section, that you are not obligated to purchase recommended investment products from our employees or affiliated companies;
- Require that our employees seek prior approval of any outside employment activity, other than has already been outlined herein, so that we may ensure that any conflicts of interests in such activities are properly addressed; and

- Periodically monitor outside employment activities, other than those already identified herein, of our employees to verify that any conflicts of interest continue to be properly addressed by our Firm.

ITEM 11. CODE OF ETHICS

Our Firm has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance with applicable federal securities laws.

We believe that our Firm and its employees owe a duty of loyalty, fairness and good faith towards all our clients, and have an obligation to adhere not only to the specific provisions of our Code of Ethics but to the general principles that guide the Code of Ethics.

The purpose of our Code of Ethics is to reinforce the fiduciary principles that govern the conduct of our Firm and the actions of our advisory personnel. Each member of the Firm is instructed to act in the best interests of all of our clients, to avoid any real or potential conflicts of interest, and to conduct their personal activities with the utmost of integrity.

Our Code of Ethics has been distributed to all members of the Firm. The following is a summary of the policies contained in our Code of Ethics:

- Standards of Business Conduct
- Compliance with Federal Securities Law
- Review and/or Approval of Personal Securities Transactions by All Employees
- Obligation to Report Violations and Enforcement of Sanctions Where Necessary
- Annual Employee Certification Required if Material Changes Occur

Our Code of Ethics includes policies and procedures for the review of proposed transactions, quarterly securities reporting, initial and annual securities holdings reports that must be submitted by the Firm's access persons, and restrictions on the acceptance of significant gifts, and the reporting of certain levels of gifts and business entertainment items incurred or provided by our personnel. Our Code of Ethics also provides for oversight, enforcement and recordkeeping provisions.

In addition, our Code of Ethics prohibits the use of material non-public information. We do not believe that we have any access to non-public information, however, employees are reminded that such information, if ever received, may not be used in any manner.

You may receive a *free copy* of our Code of Ethics by sending your request to kmchristopher@beaconcompliance.com, or by calling us at 913-239-0100.

INTEREST IN CLIENT TRANSACTIONS

Our Firm does not participate in Principal Trades or in Agency Cross transactions. Principal transactions are those where our Firm, acting on behalf of our own account, buys or sells a security to you or another client. An Agency Cross transaction is one in which our Firm acts as a broker for both the buyer and seller of a security.

PERSONAL TRADING

Our Code of Ethics is designed to assure that the personal securities transactions by our employees, and the activities and interests of our employees will not interfere with:

- Making decisions in your best interests; and
- Implementing such decisions while, at the same time, allowing our employees to invest for their own accounts.

Our Firm and employees of our Firm may make recommendations for the purchase or sale of securities that we either may:

- Already have an interest in; or
- Subsequently may invest in.

It is our Firm's policy to require all access persons to obtain pre-clearance from compliance prior to executing a personal securities transaction in any security, including the Firm's affiliated mutual fund. The exception to this is the purchase or sale by our employees of open-end mutual funds that are not unit investment trusts and for whom we are unaffiliated, direct obligations of the U.S. Government, banker's acceptances, bank certificates of deposit, commercial paper, high quality short term debt instruments, and money market funds. This policy generally prevents the employee(s) from benefiting from transactions placed on behalf of your account(s).

Our Firm and our employees of the Firm may buy or sell for their personal accounts securities identical to or different from those recommended to you. In addition, any related person(s) may have an interest or position in securities which may also be recommended to you or which you may already own.

It is the written policy of our Firm that no person employed by us may purchase or sell any security first if a trade in the same security is being executed for your account.

Because we may utilize sub-advisors to manage the assets of your account and to execute transactions for your account, as a practical matter we generally would have no knowledge of the timing or specifics of any transaction they would be making for your account. However, as previously mentioned, all personal securities transactions, with the exception of those mentioned in the paragraph immediately preceding this paragraph, must be submitted to compliance for approval prior to the transaction being executed.

There also may be instances in which your trade may be with one custodian and the employee's trade is to be executed with a different custodian. In these cases, as stated above, we will make sure that your trade is executed first before that of any of our employees.

As situations like these represent actual or potential conflicts of interest to you, we have established the following policies and procedures as part of our Code of Ethics to ensure we comply with our regulatory obligations and to provide you, other clients, and other potential clients, with full and fair disclosure of such conflicts or potential conflicts of interest:

- Access persons are required to complete and submit a trade request form in advance of the execution of such transaction. The trade request form asks whether, to the best of the individuals' knowledge, the Firm or the sub-advisor has or plans on entering trades in any of the securities the individual is wishing to transact in within the past two days or next two days, respectively.
- No principal or employee of our Firm may put his or her own interest above the interest of your account(s).
- No principal or employee of our Firm may buy or sell securities for their personal portfolio(s) where their decision is based on information received because of his or her employment unless the information is available to the investing public.
- We require prior approval for any IPO or private placement investments by any employee or related

persons of the Firm.

- Any individual who violates any of the above restrictions may be subject to varying levels of disciplinary action, including termination.
- We will maintain all records regarding personal securities transactions as is detailed in Rule 204A-1 of the Investment Advisors Act of 1940.

As disclosed in Item 5 and Item 10, NexWealth has an affiliated advisor and affiliated mutual fund. This creates an actual conflict of interest when we invest your assets into a proprietary fund of an affiliate in that our affiliate will receive a fee on those same assets as described in that fund's prospectus. Please reference Item 5 and/or Item 10 to review how the Firm mitigates this conflict of interest.

ITEM 12. BROKERAGE PRACTICES

RESEARCH AND SOFT DOLLAR BENEFITS

Our Firm does not maintain any third-party soft dollar arrangements or agreements with any broker-dealer. However, we may receive research and services from Fidelity, member FINRA/SIPC, that, while not covered in a soft dollar agreement, nonetheless may be a benefit to our Firm.

For all transactions with your account we will utilize Fidelity's brokerage services.

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions for us. For example, depending on the share class purchased for your account, transaction fees may be charged for mutual funds, ETFs, and other investments made for your portfolio. In addition, as discussed previously in this document (see Item 5), Fidelity may receive 12b-1 fees and shareholder service fees when purchasing certain share classes of mutual funds. We do not receive any of these fees.

Fidelity may enable us to obtain certain ETFs and our affiliated firm's mutual funds without transaction charges for certain share classes as noted in this document. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged to you by other custodians and broker-dealers.

As part of our arrangement with Fidelity, they may also make available to our Firm, at no additional charge to us, certain research and brokerage services, including research services obtained by Fidelity directly from independent research companies. These research and brokerage services may be used by our Firm to assist in managing accounts for which we have investment discretion.

We may also receive additional services from Fidelity. Without this arrangement with them, we might be compelled to purchase the same or similar services at our own expense.

As a result of receiving these services for no additional cost, we may have an incentive to continue to use or expand the use of Fidelity's services. We have examined this potential conflict of interest when we chose to enter the relationship with Fidelity and have determined that the relationship is in the best interests of our clients and satisfies our client obligations, including our duty to seek best execution, where applicable.

You may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not necessarily the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into

consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness.

Accordingly, we may not necessarily obtain the lowest possible commission rates for your specific account transactions. Although the investment research products and services that may be obtained by us will generally be used to service all our clients, a brokerage commission paid by you may be used to pay for research that is not used in managing your specific account. The reverse may be true as well.

Fidelity may also provide us products and services to assist us in managing and administering your account(s). This includes software and other technology that may:

- Provide access to account data including trade confirmations and statements;
- Facilitate trade execution and allocation of aggregated trade orders for multiple client accounts;
- Provide research, pricing and other market data;
- Facilitate payment of our fees from client accounts; and
- Assist with back-office functions, recordkeeping, and client reporting.

We may also receive other services intended to help us manage and further develop our business enterprise. These services may include:

- Compliance, legal, and business consulting;
- Publications and conferences on practice management and business planning;
- Access to employee benefits providers, human capital consultants, and insurance providers.

Fidelity may make available third-party vendors for some of the services rendered to us. Fidelity may discount or waive fees they would otherwise charge for some of these services, or they may pay all or a part of the fees of the third-party providing these services to our Firm. Fidelity may also provide benefits such as educational events for our personnel.

In evaluating our decision to utilize Fidelity for your brokerage and custody services, we may consider the availability of some of the previously mentioned services as part of our consideration for utilizing Fidelity. Thus, this decision is not based solely on the nature, cost or quality of custody and brokerage services provided by Fidelity. This may create a potential conflict of interest.

Neither our Firm nor any of our affiliated entities is affiliated with Fidelity or any other broker-dealer.

BROKERAGE FOR CLIENT REFERRALS

Our Firm does not receive or participate in any program whereby we receive client referrals in exchange for using any broker-dealer.

DIRECTED BROKERAGE

You are under no obligation to use any particular broker-dealer. In the normal course of business, we are regularly asked if we would recommend a broker-dealer. Because we utilize numerous brokers and may receive services as outlined in the section titled "Research and Soft Dollar Benefits" and feel that these brokers can provide our customers with high quality service, we oftentimes suggest them. However, you are free to use any broker-dealer that you may choose. If you direct us to use a broker dealer of your choice, we will not be able to seek best execution from other broker dealers. In addition, you may pay higher commissions or other transaction costs,

receive greater spreads, or receive less favorable net prices on transactions for the account than would otherwise be the case.

If you allow us to choose the broker-dealer for your account, your investment management agreement with us will reflect that you are providing us with the authority to determine the broker-dealer to use. In addition, you will allow us to choose the commission costs that will be charged to you for these transactions.

You may change your broker-dealer at any time, as well as amend or revoke discretionary authority at any time by providing us with written notice.

If you request that we use a specific broker-dealer that is a broker-dealer we do not use on a regular basis, you should be aware that your choice may interfere with our ability to “batch” or combine your trades with other client trades. This may impact the price at which your security is bought or sold and may impact the commission cost you pay for your order.

TRADE AGGREGATION AND ALLOCATION

Transactions for each client account are affected independently.

The brokerage and/or trade aggregation practices for client accounts that are sub-advised may differ from the Firm’s. Please refer to the Form ADV Part 2As of the sub-advisor for specific information and disclosures surrounding its brokerage practices.

ITEM 13. REVIEW OF ACCOUNTS

REVIEW OF ACCOUNT(S)

We continually monitor the underlying securities within your account(s). Accounts are reviewed in the context of your stated investment objectives and guidelines. Unless otherwise instructed by you, all account(s) are generally reviewed on an on-going basis, as you may request, or as material events may dictate. These material events may include:

- Market driven events;
- Economic events; and
- Political events.

In addition to any reports we may provide, you should receive at least a quarterly report from the custodian of your account(s).

The individual(s) responsible for the review of your accounts are:

- Matthew West; or

REGULAR REPORTS

We will provide you with quarterly reports detailing your account holdings and account performance. In addition, you should receive monthly or quarterly reports, as well as annual reports, from your qualified custodian.

ITEM 14. CLIENT REFERRALS AND OTHER COMPENSATION

Our Firm does not engage solicitors or pay any related or non-related persons for referring potential clients to our Firm.

It is our policy not to accept or allow our employees and related persons to accept any form of compensation, including cash, sales awards or other prizes, from a non-client in conjunction with the advisory services we provide to you.

ITEM 15. CUSTODY

We previously disclosed in the “Fees and Compensation” section (Item 5) of this Brochure that we request you direct your custodian to allow our Firm to directly debit your management fees from your account(s). Again, the approval of the direct debit of fees is solely your choice. You have no obligation to allow us to do so.

Technically, SEC rules consider the action of direct debiting of fees to be considered maintaining custody. However, if this is the only manner in which we are considered to have custody and certain conditions are met, we will not be subject to the requirements established for true custody of your assets.

If you agree to allow us to direct debit fees from your account(s), we will require authorization in writing from you. Each billing period we will notify your custodian of the amount of the fee to be deducted from your account(s). On at least a quarterly basis, the custodian is required to send to you and us a statement showing all transactions, including management fees disbursed from your account during the reporting period.

Because the custodian does not calculate the amount of the fee to be deducted from your account, it is important you carefully review the custodial statements to verify the accuracy of the calculation, among other things. You should contact us directly if you believe there may be an error in your statement.

In addition to the periodic statements that you receive directly from your custodian, we may send or provide, via electronic format, account statements directly to you on a quarterly basis.

Our Firm does not have physical custody of any client assets.

We urge you to carefully compare the information provided on the statements you receive from the custodian to the account statements you receive from the Firm to ensure that all account transactions, including the debit of management fees, holdings and values are correct and current.

ITEM 16. INVESTMENT DISCRETION

Generally, most of our accounts are discretionary in nature. We will request that we be given discretionary authority from the outset of our advisory relationship so that we may provide discretionary asset management services for your accounts. You may deny such authority. If that authority is denied or revoked in the future we may, at our sole discretion, choose not to enter into, or to terminate any advisory relationship with you.

When you agree to give us discretionary authority, we can place trades in your account without obtaining prior permission.

Our discretionary authority includes the ability to do the following without contacting you:

- Determine the security to buy or sell; and/or
- Determine the amount of the security to buy or sell.

In all cases, this discretion will be used in a manner consistent with the stated investment objectives for your account. When we select securities and determine the amounts of those securities to buy or sell, we will observe the policies, limitations, or restrictions you have given us to follow.

You give us discretionary authority when you sign a discretionary investment management agreement with our

Firm, and you may limit this authority by giving us written instructions in advance of entering into an agreement. You may also limit this authority at any time after entering into an agreement while that agreement remains in effect by once again providing us with written instructions. These limitations and other instructions will become a part of your permanent file.

ITEM 17. VOTING CLIENT SECURITIES

NexWealth is required to disclose if it accepts authority to vote client securities. NexWealth does not vote client securities on behalf of its clients. Clients should request that their Financial Institution (brokerage) send them proxies directly. It is the Firm's policy to not advise clients or act for clients in any legal proceedings, including bankruptcies, involving securities held or previously held by the client accounts or the issuers of such securities.

ITEM 18. FINANCIAL INFORMATION

NexWealth does not require or solicit the prepayment of more than \$1,200 in fees six months or more in advance. In addition, NexWealth is required to disclose any financial condition that is reasonably likely to impair its ability to meet contractual commitments to clients. NexWealth has no disclosures pursuant to this Item.

