

**Goalsetter Advisors, LLC  
d/b/a Goalsetter Gold**

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

**Effective: March 31, 2023**

This Wrap Fee Program Brochure, Form ADV Part 2A ("***Disclosure Brochure***") provides information about the qualifications and business practices of Goalsetter Advisors LLC d/b/a Goalsetter Gold ("***Goalsetter Gold***" or the "***Advisor***"). If you have any questions about the contents of this Disclosure Brochure, please contact us via our website at [www.goalsetter.co/legal](http://www.goalsetter.co/legal).

Goalsetter Gold is a registered investment advisor with the U.S. Securities and Exchange Commission ("***SEC***"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Goalsetter Gold to assist you in determining whether to retain the Advisor.

Additional information about Goalsetter Gold and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for our firm name or by our CRD# 313765.

Goalsetter Advisors LLC  
266 Decatur Street  
Brooklyn, New York 11233  
<http://www.goalsetter.co/legal>

---

## **Item 2 – Material Changes**

### Material Changes

The following is a summary of the material changes to Goalsetter Gold's ADV Part 2A since its last update on March 31, 2022:

- Updated Goalsetter Gold's business address on the cover page.
- Updated Goalsetter Gold's account closure process in Item 5.
- Updated information about Goalsetter Gold's requirements to maintain an account.

### Item 3 – Table of Contents

---

Item 1 – Cover Page .....	1
Item 2 – Material Changes .....	2
Item 3 – Table of Contents .....	3
Item 4 – Advisory Services .....	4
A. Firm Information .....	4
B. Advisory Services Offered .....	4
C. Client Account Management .....	5
D. Wrap Fee Programs .....	5
E. Assets Under Management .....	5
Item 5 – Fees and Compensation .....	5
A. Fees for Advisory Services and Fee Billing .....	5
B. Other Fees and Expenses .....	6
C. Advance Payment of Fees and Termination .....	7
D. Compensation for Sales of Securities .....	7
Item 6 – Performance-Based Fees and Side-By-Side Management .....	7
Item 7 – Types of Clients .....	7
Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....	7
A. Methods of Analysis .....	7
B. Risk of Loss .....	8
Item 9 – Disciplinary Information .....	9
Item 10 – Other Financial Industry Activities and Affiliations .....	9
Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading ..	9
A. Code of Ethics .....	9
B. Personal Trading with Material Interest .....	9
C. Personal Trading in Same Securities as Clients .....	9
D. Personal Trading at the Same Time as Client .....	10
Item 12 – Brokerage Practices .....	10
Item 13 – Review of Accounts .....	10
Item 14 - Client Referrals and Other Compensation .....	10
A. Compensation Received by Goalsetter Gold .....	10
B. Client Referrals from Solicitors .....	10
Item 15 – Custody .....	10
Item 16 – Investment Discretion .....	11
Item 17 – Voting Client Securities .....	11
Item 18 – Financial Information .....	11
Privacy Policy Notice .....	12

## **Item 4 – Advisory Services**

### **A. Firm Information**

Goalsetter Advisors, LLC d/b/a Goalsetter Gold ("**Goalsetter Gold**" or the "**Advisor**") is a registered investment advisor with the SEC. Goalsetter Gold is organized as a Limited Liability Company under the laws of the State of Delaware. Goalsetter Gold was founded in November 2017, and is owned by Students of Wealth, Inc d/b/a Goalsetter ("**Goalsetter**"). The Advisor is operated by Tanya Van Court (Chief Executive Officer and Chief Compliance Officer). This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Goalsetter Gold.

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

Goalsetter Gold offers investment advisory services to individuals (referred to as "**Clients**") over the internet, through an interactive mobile application (the "**Platform**").

Goalsetter believes that children who are early savers will be lifetime savers. Goalsetter's Platform empowers families to teach financial literacy and investments by having their own managed investment account. Accounts established for the benefit of a minor are UGMA/UTMA accounts and must be opened in conjunction with a related adult account where that adult serves as the custodian for the benefit of the minor.

Goalsetter Gold provides an investment advisory solution for its Clients. The non-discretionary investment advisory solution is based on Clients using the Platform to identify the types of asset class or industry sector that may be of interest. The Platform will recommend stocks, exchange-traded funds (ETFs), and mutual funds that correspond to the Client's chosen asset class or industry sector. The Advisor provides investment advice only with respect to limited types of investments and typically provides recommendations on ETFs and/or mutual funds available on its custodian's platform.

The Advisor does not recommend portfolio strategies that are short-term in nature or that require frequent trading. However, in limited circumstances, the Advisor may recommend buy, sell, or reallocate positions that have been held less than one year due to market conditions, or to generate cash.

At no time will Goalsetter Gold accept or maintain custody of a Client's funds or securities. All Client assets will be managed within their designated account[s] at the custodian, pursuant to the terms of the Platform agreement. Please see Item 12 – Brokerage Practices.

Clients visiting [www.goalsetter.co/legal](http://www.goalsetter.co/legal) and other electronic sites maintained by the Advisor will be offered access to the Platform, whereby the Client can access information on financial literacy topics and select investment options to use in the Client's portfolio. In consideration for its services, the Advisor will receive a monthly Advisory Fee (as defined below) beginning on January 1, 2022. Individuals who sign-up for Goalsetter prior to December 31, 2021, will be charged the monthly Advisory Fee beginning on January 31, 2023. Please also see Item 5 below.

## **C. Client Account Management**

### **Limited Access to Advisor**

The Advisor serves as an "Internet-Only" investment advisor pursuant to Section 203A-2(e) of the Investment Advisers Act of 1940, as amended (the "*Advisers Act*"). Under this registration, the Advisor provides investment advice solely through the Platform. The Advisor is not available to Clients for telephone conversations or communications through other means such as U.S. mail, courier, or email (other than operational emails). The Advisor does not meet with Clients at its offices. All advice, support and inquiries are delivered through the Platform. To gain access to the Advisor, the Client must join the Platform and agree to its terms of use.

The Advisor may, for a limited number of Clients annually, provide customized services, subject to the limitations set forth in Section 203A-2(e) of the Advisers Act.

## **D. Wrap Fee Programs**

This Brochure describes the wrap fee program offered by Goalsetter Gold that bundles or "wraps" non-discretionary investment advisory services with other administrative services provided by an affiliate.

## **E. Assets Under Management**

Goalsetter Gold does not provide continuous and regular supervisory or management services to its Clients, nor does it have Clients for whom it has regulatory assets under management.

## **Item 5 – Fees and Compensation**

---

The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into a written agreement with the Advisor.

### **A. Fees for Advisory Services and Fee Billing**

Clients that sign up for Goalsetter Gold on or after February 1, 2022, agree to pay Goalsetter Gold as compensation for the services rendered, facilities furnished, and expenses borne by Goalsetter Gold hereunder, a non-negotiable investment advisory fee (the "*Advisory Fee*"). The Advisory Fee will begin thirty (30) days after you sign up and will be \$2.00 per month and satisfied according to the ACH instructions provided upon your initial sign-up. The Advisory Fee will be charged on your monthly anniversary date or the next business day if such date is on a non-business day. The Advisory Fee will be collected by our affiliate, Goalsetter, and provided to Goalsetter Gold on your behalf. The Advisory Fee is in addition to the fee paid by you to Goalsetter for its savings account services. Should you or Goalsetter Gold terminate the Agreement before the end of the current month, such termination will not take effect prior to the end of the Advisory Fee payment term. You also agree and acknowledge that under this Agreement, you will continue to be charged the Advisory Fee until you take the necessary steps to close your account, including instructing DriveWealth to sell your securities and liquidate your account.

Clients that sign-up for Goalsetter Gold on or before January 31, 2022, receive investment advisory services for no investment advisory fee through December 1, 2022, and Goalsetter Gold will bear any third-party fees related to the investment of their Goalsetter account during the life of the account. Thereafter Clients agree to pay Goalsetter Gold as compensation for the services rendered, facilities furnished, and expenses borne by Goalsetter Gold hereunder, the Advisory Fee. The Advisory Fee, beginning on January 1, 2023, will be \$2.00 per month and satisfied according to the ACH instructions provided upon your initial sign-up. The Advisory Fee will be charged on the first (1<sup>st</sup>) of every month or the next business day if such date is on a non-business day. The Advisory Fee will be collected by our affiliate, Goalsetter, and provided to Goalsetter Gold on your behalf.

Certain Clients that sign up on or before January 1, 2022, do not receive any fees (hereinafter referred to as "***Family and Friends***"). Family and Friends never pay the Advisory Fee for any services rendered, facilities furnished, and expenses borne by Goalsetter Gold.

The Advisory Fee is in addition to the fee paid by you to Goalsetter for its savings account product. Should you or Goalsetter Gold terminate the Agreement before the end of the current month, such termination will not take effect prior to the end of the term for which the Advisory Fee has been paid. You also agree and acknowledge that you will continue to be charged the Advisory Fee under this Agreement until you take the necessary steps to close your account, including instructing DriveWealth to sell your securities and liquidate your account.

## **B. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties other than Goalsetter or Goalsetter Gold in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the custodian and the executing broker-dealer. The fees charged by Goalsetter and Goalsetter Gold are separate and distinct from these custody and execution fees.

In addition, all fees paid to Goalsetter Gold for investment advisory services are separate and distinct from the expenses charged by mutual funds and EFTs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage, and account reporting), and a possible distribution fee. A Client could invest in these products directly, without the services of Goalsetter or Goalsetter Gold, but would not receive the services provided by Goalsetter or Goalsetter Gold, which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Goalsetter Gold to fully understand the total fees to be paid.

Notwithstanding the preceding, Goalsetter Gold will bear all out-of-pocket expenses incurred in connection with the account(s), including custodial costs, brokerage costs, and tax information for members and regulatory authorities, and all filing costs, fees, and any other expenses which are directly related to the investment of the Client's assets for individuals who sign up before January 1, 2022. However, these users will be responsible for expenses associated with

maintaining mobile phones and internet access, which are required to use the Goalsetter Gold app.

### **C. Advance Payment of Fees and Termination**

Goalsetter Gold is compensated for its services in advance of the completion of the month in which investment advisory services are rendered. Either party may terminate the Platform agreement, at any time, by providing advance written notice to the other party. The Client's Goalsetter account may be suspended, closed, or otherwise terminated if there has been a default under the terms of the agreement with the Adviser. This includes failing to pay advisory fees when they become due.

### **D. Compensation for Sales of Securities**

Goalsetter Gold does not buy or sell securities or receive any compensation for securities transactions in any Client account other than the investment Advisory Fees noted above.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

---

Goalsetter Gold does not charge performance-based fees for its investment advisory services. The fees charged by Goalsetter Gold are as described in Item 5 – Fees and Compensation, above and are not based upon the capital appreciation of the funds or securities held by any Client.

Goalsetter Gold does not manage any proprietary investment funds or limited partnerships (e.g., a mutual fund or a hedge fund). It has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

---

Goalsetter Gold offers investment advisory services to individuals. The number of each type of Client serviced by the Advisor is available on Goalsetter Gold's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Goalsetter Gold generally does not impose a minimum account size for establishing a relationship.

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

---

### **A. Methods of Analysis**

Goalsetter Gold employs a fundamental analysis method in developing investment recommendations for its Clients. Research and analysis from Goalsetter Gold are derived from numerous sources, including third-party research materials, internet sources, and reviews of company activities, including annual reports, prospectuses, press releases, and research prepared by others.

The fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the analyzed entity. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor evaluate a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the

fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. Additional details on the Advisor's review process are included in Item 13 – Review of Accounts.

## **B. Risk of Loss**

Investing in securities and stocks with Goalsetter Gold involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. There is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance.

Each Client engagement will entail a review of the research available on the investment option chosen by the Advisor. The Advisor shall rely on financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals, or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing in Client accounts. Some of the risks associated with the potential speculative components of the Advisor's strategy are as follows:

### ETF Risks

The performance of ETFs is subject to market risk, including the possible loss of principal. The value of the ETFs will fluctuate with the value of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively, and a liquidity risk if the ETFs have a large bid-ask spread and low volume. Authorized participants in an ETF may change at any time; this may result in a change to the liquidity and the ability to redeem the ETF, as the authorized participants control the number of shares of the ETF. The value of an ETF fluctuates based upon market movements and may disassociate from the index being tracked or from the value of the underlying investments. An ETF purchased or sold at one point in the day may have a different value than the same ETF purchased or sold a short time later.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involves a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## Item 9 – Disciplinary Information

---

**There are no legal, regulatory, or disciplinary events involving Goalsetter Gold or any of its Supervised Persons.** Goalsetter Gold values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any advisor or service provider with whom you partner. Our backgrounds are on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) and can be found by searching by our firm name or our CRD# 313765.

## Item 10 – Other Financial Industry Activities and Affiliations

---

The sole business of Goalsetter Gold is to provide investment advisory services to its Clients. However, the Supervised Persons of Goalsetter Gold are involved in other business endeavors. These other business endeavors are not investment related. Goalsetter Gold does not maintain any affiliations with other firms other than contracted service providers to assist with the servicing of its Clients' accounts.

Goalsetter Gold is affiliated with Goalsetter, the entity providing the bundled savings platform for a fee. You may not open an account with Goalsetter Gold without maintaining an account with our savings affiliate.

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

---

### A. Code of Ethics

Goalsetter Gold has implemented a Code of Ethics (the "**Code**") that defines our fiduciary commitment to each Client. This Code applies to all persons associated with Goalsetter Gold (our "**Supervised Persons**"). The Code was developed to provide general ethical guidelines and specific instructions regarding our duties to you, our Client. Goalsetter Gold and its Supervised Persons owe a duty of loyalty, fairness, and good faith towards each Client. It is the obligation of Goalsetter Gold's Supervised Persons to adhere not only to the specific provisions of the Code but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of our Code, please contact us at [invest@goalsetter.co](mailto:invest@goalsetter.co).

### B. Personal Trading with Material Interest

Goalsetter Gold allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Goalsetter Gold does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund or advise an investment company. Goalsetter Gold does not have a material interest in any securities traded in Client accounts.

### C. Personal Trading in Same Securities as Clients

Goalsetter Gold allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of our Clients. Owning the same securities that we recommend (purchase or sell) to you presents a conflict of interest that, as fiduciaries, we must

disclose to you and mitigate through policies and procedures. As noted above, we have adopted the Code to address insider trading (material, non-public information controls); gifts and entertainment; outside business activities; and personal securities reporting. When trading for personal accounts, Supervised Persons may have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material, non-public information. Goalsetter Gold mitigates this risk by conducting a coordinated review of personal accounts and the accounts of the Clients. We have also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at the Same Time as Client**

While Goalsetter Gold allows our Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will Goalsetter Gold, or any Supervised Person of Goalsetter Gold, transact in any security to the detriment of any Client.**

### **Item 12 – Brokerage Practices**

---

Goalsetter Gold engages DriveWealth, an SEC-registered broker-dealer and a member of the Financial Industry Regulatory Authority (FINRA) to provide execution and clearing services to the Goalsetter Gold clients. Goalsetter Gold places all Client trades, including buying or selling of companies that were selected by the Client, through DriveWealth.

### **Item 13 – Review of Accounts**

---

Goalsetter Gold does not review its Client accounts on any periodic basis. Clients make the ultimate decision regarding Goalsetter Gold's recommendation.

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

---

#### **A. Compensation Received by Goalsetter Gold**

Goalsetter Gold is a fee-based advisory firm, that is compensated solely by its Clients and not from any investment product. Goalsetter Gold does not receive commissions or other compensation from product sponsors, broker-dealers, or any unrelated third party.

#### **B. Client Referrals from Solicitors**

Goalsetter Gold does not engage paid solicitors for Client referrals.

### **Item 15 – Custody**

---

Goalsetter Gold does not accept or maintain custody of any Client accounts. Clients' funds and securities are retained by DriveWealth. Clients should review statements provided by DriveWealth and compare to any reports provided by Goalsetter Gold to ensure accuracy, as DriveWealth does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

**Item 16 – Investment Discretion**

---

Goalsetter Gold does not exercise discretion over the selection and number of securities to be bought or sold in Client accounts.

**Item 17 – Voting Client Securities**

---

Goalsetter Gold does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from DriveWealth.

**Item 18 – Financial Information**

---

Neither Goalsetter Gold nor its management have any adverse financial situations that would reasonably impair the ability of Goalsetter Gold to meet all obligations to its Clients. Neither Goalsetter Gold nor any of its advisory persons has been subject to bankruptcy or financial compromise. Goalsetter Gold is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees of \$1,200 or more for services to be performed six months or more in advance.

## Privacy Policy Notice

---

Effective: October 25, 2021

### Our Commitment to You

Goalsetter Advisors ("**Goalsetter**" or the "**Advisor**") is committed to safeguarding the use of personal information of our Clients (also referred to as "you" and "your") that we obtain as your Investment Advisor, as described here in our Privacy Policy ("**Policy**").

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything we can to maintain that trust. Goalsetter (also referred to as "we," "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Goalsetter does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are outlined in this Policy.

### Why do you need to know?

Registered Investment Advisors ("**RIAs**") must share some of your personal information while servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

### What information do we collect from you?

Driver's license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address, and phone number(s)	Income and expenses
E-mail address(es)	Investment activity
Account information (including other institutions)	Investment experience and goals

### What information do we collect from other sources?

Custody, brokerage, and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

## How do we protect your information?

To safeguard your personal information from unauthorized access and use, we maintain physical, procedural, and electronic security measures. These include such safeguards as secure passwords, encrypted file storage, and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Clients' personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

## How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed-upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> Goalsetter does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Goalsetter or the Client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons who we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b> Goalsetter does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.	No	Not Shared

## Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically, we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information-sharing.

**Any Questions?**

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us via our website at [www.Goalsetter.co](http://www.Goalsetter.co).