

# PEACE OF MIND

## Wealth Management

### Part 2A OF FORM ADV: **FIRM BROCHURE**

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Office: (810) 207-5311

Brochure Updated:

March 2023

This firm brochure provides information about the qualifications and business practices Peace of Mind Private Wealth Management, LLC also referred to as “Peace of Mind Wealth Management”, “Peace of Mind”, “POM”, and “Firm”. If you have any questions about the contents of this brochure, please contact us at (810) 207-5311 or by email to [info@pomwealthmanagement.com](mailto:info@pomwealthmanagement.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. Using the term “Registered Investment Advisor” does not imply a certain level of skill or training.

Additional information about Peace of Mind Wealth Management also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://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 317455.

Item 2 - Material Changes

This update is in accordance with the required annual update for Registered Investment Advisors. This brochure was reviewed and updated in March 2023 and serves as an update to the previous brochure dated August 2022. At times, we may perform routine checks for grammar, punctuation, etc. and make necessary updates. Additionally, we may make updates within certain sections of this brochure for better clarity. These types of changes would not be considered a material change. Below is the summary of material changes for this release:

- Item 5 C. Other Types of Services, Fees, and Expenses Additional Fees – Removed monthly fee for held-way asset aggregation.
- The Firm’s Principal has dissolved his relationship with Guardian Pointe Private Wealth Management as the Co-Founder & Co-Owner.

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Item 4 - Advisory Business

A. Advisory Firm

Peace of Mind Private Wealth Management, LLC is a Limited Liability Company ("LLC") organized in the State of Michigan. In October 2021, the Firm became a registered SEC investment advisor with its principal office located in Brighton, Michigan. The Firm is co-owned by Ronald J. Briggs, Jr. and Murry’s Ventures LLC, which is a limited liability company organized. As used in this brochure, the words “Peace of Mind Wealth Management”, “Peace of Mind”, “POM”, and “Firm”, "we," "our," and "us" refer

to Peace of Mind Private Wealth Management LLC and the words "you," "your," and "client" refer to you as either a client or prospective client of our Firm.

## **B. Advisory Services**

The Firm offers services that may incorporate any or all of following: 1) Investment Management Services 2) Financial or other types of Planning Services 3) Consulting & Advisory Services, also referred to as Assets Under Advisement (AUA), and 4) Qualified Retirement Plan Services. Our goal is to offer customized advisory services for a Client and/or Clients based on their needs, goals, objectives, and risk tolerance. These services are provided to the Client by the Investment Advisor Representatives, hereafter referred to as the "IAR", of the Firm. The IAR will assist the client in selecting the service appropriate for the Client's personal situation.

### **Investment Management Services**

Before investing, the IAR will work with the Client to establish their Goals, Objectives, and Risk Tolerance, then applying a customized approach to the Advisory, Financial Planning and Asset Management needs of each Client. The IAR may recommend and help establish the Client accounts, implementing various types of investment products, asset class securities along with fixed insurance products to help achieve their objectives. Depending on the types services required by the Client, the Firm may engage the services of a Third-Party Investment Advisor ("TPIA"). The Client understands and acknowledges that any restrictions placed on the management of their account imposed by the Client, including restrictions in a category or categories of securities due to social screening or other restrictions, may cause account performance to deviate from the performance of the Client's chosen portfolio. The Client, at any time, can accept or decline any investment recommendations from their IAR. IARs may offer to the general public, educational workshops and seminars on general investment strategies, concepts, and/or retirement planning principles. These seminars are given to assist in educating the general public, fostering greater financial literacy and interest in the services offered by the IAR. Materials, if any, provided during such events are intended to be strictly educational in nature and are not intended as specific individual Investment or financial advice.

### **Financial or other types of Planning Services**

The Firm offers the Client various levels of planning services ("Plan") to help quantify their long-term financial needs and objectives. The IAR will determine whether or not the Client will incur a fee for this service, which will disclose the fee prior to the Client entering into the appropriate fee for service "Planning Agreement" (see below for more details).

The planning process is customized to the Client's current overall financial circumstance and their long-term financial needs, goals, objectives, and risk tolerance. Once established, the IAR may design and propose various investment products, concepts, and strategies to help achieve the objectives of the Plan. The Client is under no obligation to act upon the IAR's recommendations. If the Client chooses to act on any of the recommendations, the Client is under no obligation to affect any transactions through the Firm. It is ultimately the responsibility of the Client to implement the components of each Plan with or without the IAR at the Client's discretion.

In some cases, the IAR may refer Client to other vetted independent professionals, such as attorneys or accountants, for their non-conflicted expertise. The Firm will work and communicate with such independent professionals with the Client's specific written authorization only.

Once the Client's initial Plan has been completed, the Client may choose to implement ongoing planning services ("Ongoing Planning") for further assistance. The IAR will determine whether or not

the Client will incur a fee for this service and disclose the fee prior to the Client entering into an Ongoing Planning Agreement (see below for more details).

**The Client is under no obligation to initiate the Ongoing Planning services once the initial Plan has been completed.**

### **Consulting & Advisory Services**

The Firm offers various types of Consulting & Advisory Services. Certain types of these services may be referred to as Assets Under Advisement (“AUA”) for held away assets. By a loose definition, Assets that are considered to be held away are accounts that are not currently or actively managed by a TPIA, IAR, institution, or custodian. The IAR can review, leverage, and aggregated such held away assets as a preferred method of providing strategic advice for the Client, such as assets under management. Such held away assets can include but not limited to self-directed investment, alternative investments, variable insurance products, and retirement plans such as 401(k)s & 403(b) plans, etc. This service can be in conjunction with the Firm’s other various advisory services such as asset management services, financial planning, and consulting services. For further details, please refer to the AUA agreement.

### **Retirement Plan Services**

The Firm offers investment management services to various qualified retirement plan services, such as, but not limited to 401(k), 403(b), etc. These types of plans are generally organized by the Plan Sponsor for their Plan Participants. Plan participants are the employees enrolled in the qualified retirement plans and may seek individualized advice independent of their plan sponsor.

The Firm’s IARs work closely with Plan Sponsors and Participants, providing advisory services and support for accounts governed by the Employee Retirement Income Security Act of 1974 (“ERISA”). Additionally, the IAR may employ a Third-Party Investment Advisors, herein after referred to as “TPIA”, to provide portfolio management services of the plan assets. The Firm, it’s IAR, and/or the TPIA may partially act or assist the Plan Sponsor in a fiduciary capacity under Section 3(21) or 3(38) of ERISA. For further details, please refer to the Retirement Plan Service agreement.

The Firm does not hold any assets of the plan but rather such assets are held by an independent custodian selected by the Plan Sponsor. The IAR, working with the TPIA for the plan, may provide, but not limited to, the assistance of creating plan guidelines, participant education, asset management services, removal and/or replacement of the plan’s investment options, and ongoing support and servicing the plan as directed and agreed to by the Plan Sponsor. These services do not include separately charged fees and expenses for Third-Party Administrative (TPA), Record-Keeping and Custodial services.

## **C. Investment Account Management**

The Firm makes available and the IAR may suggest a variety of investment management services to assist the Client’s diverse and specific investment needs. Each Client may utilize tailored portfolios spanning various strategies and investment products based on a Wrapped or Unwrapped fee structure to best match the Client’s goals, objectives and risk tolerance needs and the services provided by the IAR.

### **Separately Managed Accounts**

Separately Managed Accounts, hereafter known as “SMAs”, are made available through TPIAs to the Client within a Wrap Fee Program and/or an Unwrapped Fee arrangement. Each SMA offers a unique investment strategy and may be considered for investment based on the Clients specific individual

factors. IARs have the ability to access and offer various SMAs made available through the custodians' platform.

### **Wrap Fee Program**

The Firm is the sponsor of its Wrap Fee Program known as the Peace Of Mind Wrap Fee Program ("POMWFP"). The Firm receives a portion of the fees charged through its wrap fee program. The POMWFP is based on a single fee for investment management oversight, administrative and custodial services, trading fees, ticket charges, advisory services, and TPIA services. If these services were rendered separately, Clients may be able to secure a lower or higher total cost, depending on where the collective and identical services are being rendered. For further details, please refer to the Peace Of Mind Wrap Fee Program Brochure which you should have received along with this brochure. If you did not, please contact your advisor, email us at [info@pomwealthmanagement.com](mailto:info@pomwealthmanagement.com), or call us at (810) 207-5311 and request a copy and one will be sent to you.

### **Unwrapped Fee Arrangement**

The Client may authorize their IAR to manage all or a portion of their investment portfolio using an Unwrapped Fee arrangement, also referred to as "IAR Managed". This arrangement typically is managed solely by the IAR and may or may not involve a TPIA but may blend individual securities along with models managed and charged separately by a TPIA. Each Client's IAR may utilize various types of exchange-traded funds (ETFs), common stock, preferred stock, convertible stocks, mutual funds, warrants, rights, corporate, municipal, and government bonds, notes, option strategies and/or derivative strategies, structured notes, alternative investments (Reg D securities), etc. when authorized and in accordance with each Client's goals, objectives, and risk tolerance.

## **D. Assets Under Management**

As of March 2023, Peace of Mind Wealth Management has \$6,800,000 in discretionary and \$0 in non-discretionary assets under management.

## **Item 5 - Fees and Compensation**

### **A. Advisory Fees**

The Firm's quarterly asset management and advisory fees are calculated based on the formulas detailed herein and agreed upon in each Client's Investment Management Agreement (IMA).

The Firm maintains various fee structures in order to best accommodate the complexity of work, services, and asset management style of its IARs and/or TPIAs used necessary in a best effort attempt to achieve each individual Client's goals, objective, and risk tolerance. The Fee structure for a Peace Of Mind Wrapped Program using TPIAs is detailed in the Firm's, "Peace Of Mind Wrap Fee Program Brochure". The fee structure for an Unwrapped Fee arrangement is referenced below section "B. Fee Deduction".

The IARs reserve the right to negotiate fees with the Client based on the complexity of the Client's advisory and asset management needs and level of service required.

### **B. Fee Deduction**

The Client has the option to have the advisory fee deducted directly from their custodial account by the Custodian or billed to the Client and paid from another source directly to the Firm. The fee deduction from the Client's custodial account by the Custodian shall occur within 15 days of the new quarter.

Advisory and Asset Management fees are calculated as a per annum basis equal to the applicable percentages, found in the IMA, which shall be billed quarterly, in advance, based on the asset ending

account balance as of the last business day of the prior quarter. This fee billing method will be discussed and determined with the IAR at the time of the Client's engagement and setting up a new account with the Firm.

Assets that are added or withdrawn interim quarter, either one time or systematically, will only be subject to a pro-rata fee billing debit or credit if the asset amount is equal to or greater than \$10,001.00. Pro-rata fee adjustments will be made to the Clients account within 30 business days from the transaction date.

If a client wishes to dispute a fee amount, the formula used for calculation, or any other issues relating to the Firm's quarterly billing, the Client may do so by contacting their IAR, or calling (810) 207-5311 and ask for the Client Relations Manager or email your dispute to [info@pomwealthmanagement.com](mailto:info@pomwealthmanagement.com). Once the dispute has been confirmed, a manual correction, if necessary, will be made accordingly to the Client's account.

Planning and other types of service fees are agreed upon in advance and billed to the Client(s) in accordance with the Planning or services agreements.

### **Unwrapped Fee Arrangement**

The Firm offers an Unwrapped Fee arrangement which is considered to be IAR managed and may or may not utilize a TPIA. Instead, the IAR manages a portfolio of individual stocks, ETFs, mutual funds, or other investment products on behalf of their Client.

The Firm reserves the right to negotiate fees with the Client. The Client may also choose to have their portfolio blended between a wrapped and unwrapped fee structure based upon their goals, objectives, and risk tolerance. They may choose to blend specific models, individual holdings, and TPIA(s) which can make up their total portfolio. This arrangement may cost the Client more or less than purchasing securities or advisory services separately.

The Unwrapped Fee arrangement may be structured as Tiered, Tapered or as a Fixed Fee. The unwrapped fee structure to be charged to the client(s) will traditionally range from .85% - 1.50% and will be discuss between the Client(s) and the IAR. Further details of this fee structure are located in the Investment Management Agreement which will be signed by the Client(s). The Firm reserves the right to negotiate this fee. Please review the Investment Management Agreement for all the details regarding opening your account(s) and the fees associated thereof.

The Client participating in the Unwrapped Fee arrangement may also incur additional charges such as SRO/SEC fees, trading fees, custodial fees, IRA fees, transactional fees, ETF, and mutual fund expenses for underlying holdings. The Firm is not compensated in any way by these additional fees. These fees are incidental to rendered Advisory services provided by your IAR in this arrangement.

### **C. Other Types of Fees/Expenses**

There are certain fees assessed by the Custodian regardless of the fee structure types charged by the Firm. These fees may include the following: (i) \$250.00 annual fee will incur per security when holding any Reg-D, Private Placement, and/or Alternative type securities. An example would be but not limited to a Public Non-Traded REIT, (ii) a charge of \$24 per Mutual Fund for all incoming or transferred in-kind Mutual Fund's that are needed/required to be liquidated for reallocation in an Unwrapped fee structure, (iii) If the Client(s) chooses to close their account with the Firm and transfer their account(s) to another custodian, the custodian will charge a transfer/closing fee of \$125.00 to assist with the completion of the asset transfer process. Please, carefully review your contract with your current custodian to better understand these fees and other fees that they may charge for various services.

The Firm or the IAR does not receive any compensation from these additional Fees. These fees will either be charged directly by the custodian or debited to the Firm, in which case the Firm will bill the client(s) separately for reimbursement.

Additionally, \$2.92 monthly technology fee will be charged by the Firm for all Unwrapped fees structures. This fee is billed by the Firm separately, quarterly in advance, via the custodian and are not refundable.

### **Financial and Planning Services Fees**

The Client may wish to engage their IAR for various types Planning Services. The Client will compensate the Firm based upon an agreed fee schedule that may be: (a) fixed or hourly fee and/or (b) Ongoing Planning fee. The fee structure is selected by the Client and is finalized by signing the appropriate "Planning Agreement".

#### **a) Fixed or Hourly Fee**

Planning Services are offered on a negotiable fixed or hourly fee based on complexity and unique needs for each Client. The IAR will also take into consideration the number of meetings required to complete the plan, along with the Client's request for a number of face-to-face meetings per year with the IAR.

#### **b) Ongoing Planning Services Fees**

Once the Plan is completed, the Client may consider Ongoing Planning Services. This is an annual fee based upon complexity, level of ongoing service, changes/updates, other factors, and general ongoing planning work, support, and consultation by their IAR. Client will be invoiced annually on the anniversary date to maintain this Ongoing Planning Services. If chosen, the ongoing planning fee and all the details will be outlined in the Ongoing Planning Services Agreement along with the payment methods per the Client's Plan.

### **Consulting & Advisory Services Agreement**

The Firm offers a Consulting and/or Advisory Services Agreement which may also be known as or referred to herein as Assets Under Advisement ("AUA") for consulting services and held-away assets.

AUA is defined as those assets under the indirect oversight of the IAR. Traditionally held-away assets may include non-liquid investments such as but not limited to: assets held in Revocable & Irrevocable trust, outside brokerage accounts, qualified plans, annuities and life Insurance, REITs, Qualified Opportunity Zones (herein known as "QOZs"), Delaware Statutory Trusts (herein known as "DSTs"), Private Placements, Alternatives, investment real estate and other investments not under a current or existing TPIA or Custodial arrangement with the IAR or Firm. AUA excludes fixed insurance products unless otherwise included at the request of the Client whereby the IAR has not made the recommendation and/or compensation was otherwise received by the IAR for such recommendation.

AUA fees do not include additional charges for "Separate Third-Party Professional Services" or TPIA. The IAR may be compensated in the following ways, which are determined by the extent, complexity, overall consulting work required, and/or advisory type services determined and agreed upon by the individual Client's comprehensive needs as follows:

#### **a) Initial Upfront Consulting & Advisory Services Fee**

The IAR may request a one-time fee during the initial on-boarding of a new Client. This fee may be flat fixed amount and/or percentage of the total assets and is established and negotiated at the time

of the execution of the Consulting & Advisory Services Agreement. This Fee may be billed to the Client immediately or deferred, and paid by check, EFT, credit card, Third-Party Intermediary, or automatically deducted from the Client's brokerage account(s) by the custodian with the Client's approval. The agreed upon Initial Consulting & Advisory Services Fee will be exclusive and separate from the ongoing Consulting & Advisory fees, if applicable:

#### **b) Ongoing Consulting & Advisory Services Fixed or Tiered Fee**

The Firm receives an ongoing fixed or tiered fee based on all AUA which may be payable either on a monthly or quarterly basis, in advanced or arrears. The fee and payment schedule will be determined based on, but not limited to; the Client's various needs, time requirements, complexity, due diligent services, and support the Client requires, as well as the various accounts, asset type(s), and total assets under advisement. These fees are negotiable and will not exceed 1.5%. The fees will be discussed, determined, and agreed upon with the Client based on a number of factors and services detailed in the Consulting & Advisory Services Agreement.

The Firm may receive all or part of this fee by a third-party service provider, Sponsor, Intermediary, and/or custodian whereby the Client agrees to and allows as per the contractual agreement of such payment directly to the Firm in writing.

#### **c) One-time aggregated Consulting fee**

This non-refundable fee will be determined by the Client and the IAR based upon the various compensation options, overall time commitment, complexity, due diligent services, and the fee options made available by the Sponsor. This fee may be negotiated by the Client and IAR and determined to be the best solution and along with simplicity for compensation for all services over an extended time horizon provided by the IAR.

The Client and IAR may elect and negotiate any of the various methods of compensation as per the Consulting & Advisory Services Agreement.

#### **Qualified Retirement Plan Fees**

Qualified Retirement Plan fees vary based on the amount of assets in the Plan to be managed, advisory services, whether or not the use of a TPIA is included, and/or other services requested by the Plan Sponsor. Typically, these fees are a fixed percentage of the Plan's assets. The Firm's compensation varies and not to exceed 1.48% which may include the IAR, TPIA, and other services. The Firm reserves the right to negotiate this fee.

#### **D. Advanced Fee Payment & Refund Structure**

The Client has the right to terminate an agreement without penalty within 5 business days after entering into the agreement.

All services offered by the Firm may be modified upon such terms as may be mutually agreed upon with the Client in writing.

Notice of termination for any service(s) by the Client(s) should be sent to the Firm at 1024 E Grand River Ave, Brighton, MI 48116, email to [info@pomwealthmanagement.com](mailto:info@pomwealthmanagement.com), or by contacting the Client's IAR.

**Investment Management Services Fee Refund Policy** - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.



The Firm will not charge an account opening or set up fee but reserves the right to charge an account closing fee of \$100 per account. The Custodian typically will also charge an account closing fee as well. Please review the Custodians website for the specific details.

Once the Client's account has been completely transferred out, it will be considered closed and the Firm will facilitate a pro-rata fee refund. The Firm will refund the pro-rata fees to the Client's custodial account to be swept by the Custodian and sent to the Client's new financial institution. The pro-rata refund amount owed to the Client will be calculated as follows:

Fees paid to the Firm during the current calendar quarter ÷ (divided) by the number of days in the current quarter x (multiplied) by the number of days remaining until the end of current calendar quarter = (equals) the amount to be refunded less the account closing fee, if applicable.

**Financial and Planning Services Fee Refund Policy** - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Client(s) who decides to end their relationship prior to the completion of the full Plan are entitled to a refund of half of the agreed upon fee. No refunds are given once the Plan is delivered to the Client.

The Firm's Ongoing Planning Services fees are based on an annual fixed fee basis. Upon termination of this service, the Firm will facilitate a pro-rata fee refund based on the number of days remaining in the 12-month agreement period. The pro-rata refund amount owed to the Client will be calculated as follows:

The annual fee paid to the Firm ÷ (divided) by the number of days remaining in the 12-month agreement period x (multiplied) by the number of days remaining until the end of 12-month period = (equals) the amount to be refunded.

**Consulting & Advisory Services Fee Refund Policy** - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Consulting & Advisory Service Fees are calculated as a per the selected fee schedule by the Client in the Agreement. For all fees paid in advance, the Firm will facilitate a pro-rata based on the number of days remaining in the agreement period. The pro-rata refund amount owed to the Client will be calculated as follows:

Fees paid in advance to the Firm, per the agreement, ÷ (divided) by the number of days in the agreement period x (multiplied) by the number of days remaining in the agreement period will = (equals) the amount to be refunded.

**Notice: Only Cancellations of Private Placements, QOZs, and DSTs:** Cancellations of Consulting & Advisory Services Agreement as it specifically relates to payments being made by a Third-party Institution, or Private Placement entity (QOZs and DST Sponsors) due to; (a) the unique nature of the significant front-loaded work and due-diligence; (b) traditional hold time of 4-10 years; (c) the Sponsor's fee credit to the Client(s) net investment; (d) the "Letter of Fee Direction" and understanding signed by the Client; (e) Client not choosing to elect the one-time aggregated consulting fee option, and (f) as per this notice, the Consulting & Advisory Services fee agreement will extend through the initial holding period of each individual investment as set forth by the Sponsor. If the Sponsor cannot fulfill the agreed upon Consulting fee arrangement through the holding period of each investment as per the "Letter of Fee Direction", the Client may either (a) write a check payable to the Firm for the ongoing amount or (b) have the Advisory fee deducted from an account of their choosing for the balance of each of such

holding period. The Client acknowledges and acceptances the Cancellation terms of the Consulting & Advisory Services Agreement specific to and strictly for Private Placements, QOZs and DSTs, i.e., Reg D securities.

**Retirement Plan Services Fee Refund Policy** - Either party may terminate this service by written notice to the other, and any such termination will be effective five (5) business days after receipt of such written notice.

The Firm's Retirement Plan Service Fees are calculated as a per the selected fee schedule by the Client in the Retirement Plan Agreement. For all fees paid in advance, the Firm will facilitate a pro-rata based on the number of days remaining in the agreement period. The pro-rata refund amount owed to the Client will be calculated as follows:

If Fees are paid in advance to the Firm per the agreement  $\div$  (divided) by the number of days in the agreement period x (multiplied) by the number of days remaining in the agreement period will equal the amount to be refunded.

## **E. Other Compensation**

Appropriately licensed IARs may recommend the use of fixed life insurance or annuity products based on the specific circumstances, goals, objectives, and risk tolerance of each Client. While the Client is under no obligation to affect the product transactions through their IAR, acting on this recommendation, the IAR will receive commission compensation directly from the insurance carrier. This compensation is in addition to advisory fees that the Client is currently paying for advisory and asset management services.

## **F. Jurisdiction and Arbitration**

The validity, interpretation, construction, and performance of the IMA (Investment Management Agreement), the financial planning services, the AUA Agreement (Assets Under Advisement), and Retirement Planning Services shall be governed by the laws of the States of Michigan. Disputes resulting from this Agreement or the relationship with the Client hereto shall be resolved under the Arbitration Association of Michigan in the county of Livingston.

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

The Firm does not accept, or charge performance-based fees or provide side by side management comparisons.

## **Item 7 - Types of Clients / Minimum Account Size**

We offer services to accredited investors, qualified purchasers and retail clients as defined by the federal securities laws. These may include, but not limited to, the following types of Clients:

- Individuals / High Net Worth individuals
- Non-profit entities
- Trusts
- Qualified Plan Sponsors

The Firm sets an account minimum of \$250,000, which may be waived by the IAR, based on the needs of the Client and the complexity of the situation.

For retail Clients, accounts must be held at a qualified custodian designated for retail Clients. The respective custodian has its own account opening, maintenance, and compliance requirements. Each account must be approved by the respective custodian.

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

Investing in securities involves risk of loss which the Client should be prepared to bear. No amount of analysis or diversification can wholly account for or eliminate market volatility and systematic risk. Investment strategies will be subject to methods of analysis by the TPIA, the Firm and/or its IARs as described herein.

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

Methods of analysis and investment strategies include charting, fundamental, tactical, cyclical, and technical analysis, independent research, and asset allocation implementation strategies. Proprietary programs and software may be used to identify market points where either “buy” or “sell” signals are recognized. These signals assist the portfolio managers and/or IAR’s in implementing the specified management strategies of the various managed programs. Quantitative analysis can also be used when analyzing securities. This analysis uses current and historical pricing information to help identify trends in both the domestic and foreign equity and fixed income markets. Technical indicators such as moving averages and trend lines may be further used to identify entry and exit points. Various fundamental data such as overall economic conditions, industry outlook, interest rates and political climate are also considered.

The Firm and its IARs methods of analysis may include some of the following criteria: analysis pertaining to the selection of Third-Party Portfolio Managers to be made available within the Wrapped Fee Program, as well as the following criteria: income, risk tolerance, sector, market capitalization, long term needs and objectives.

### **B. Investment Strategy**

The Firm’s Client may participate in a variety of strategies which generally fall into either of the following categories: active, passive or a combination of both investment management styles.

#### **Active Investment Management**

Active asset management may entail periodic evaluation and investment selection in accordance with the goals and objectives of each Client. The Client will have two options to participate in active investment management, either by their IAR or a TPIA or a combination thereof within the Firm’s Wrap Fee program. For detailed information on active investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

#### **Passive Investment Management**

Passive asset management entails selecting investments based on appropriateness with regards to each Client’s risk tolerance, goals, and objectives.

Once investments are chosen, they are usually held for the long-term and only replaced and/or rebalanced as appropriate with regards to changing market conditions and/or the IAR or TPIA’s management style. For detailed information on passive investment management please discuss with your IAR and/or read the ADV of the TPIA before investing.

IARs may use several investment strategies, securities, products, and concepts to best help implement and achieve each Client goals, objective and risk tolerance including but not limited to:

- |   |                                  |                           |
|---|----------------------------------|---------------------------|
| ➤ Long-term purchases (more than one year)  | ➤ Fixed Insurance products       | ➤ Tactical rotation       |
| ➤ Short-term purchases (less than one year) | ➤ Relative value                 | ➤ Sector rotation         |
|   | ➤ Long/short ETFs & Mutual Funds | ➤ Alternative investments |
|   |                                  | ➤ Options Strategies      |

The Firm also analyzes the type of investment strategy each TPIA provides. The Firm will determine if that strategy is an effective vehicle to achieve particular investment objectives and if the strategy is within the broad risk tolerances of the Client.

**Third-Party Portfolio Manager or TPIA Review:**

Third-Party Portfolio managers (TPIA) and Sub-Advisors providing sub-advisory services to the Firm's Client are reviewed periodically to determine their ongoing utility to the Firm, IAR, and the Client. The criteria may include but not limited to: review of current and past performance history, investment costs, assets under management, MAR ratios (measurement of returns adjusted for risk) and other methods of review.

**C. Risk of Loss**

**Investment Risk**

The Client should consider the investment objective, risks, charges, and expenses carefully before investing. The strategies and analyses detailed above, involves exposure to risks, as there is no guarantee that any investment model will achieve its stated investment objectives, including the possible loss of the principal amount invested. Investments are not FDIC insured, may lose value, and have no bank guarantees.

**Item 9 - Disciplinary Information**

Registered investment advisers must disclose all material facts regarding any legal or disciplinary events material to your evaluation of our advisory business or the integrity of our management. Our Firm nor any of its management persons has been the subject of any legal or disciplinary events.

There are no administrative proceedings before the SEC, federal regulatory agency, state regulatory agency or any foreign financial regulatory authority involving our Firm.

There are no self-regulatory organization (SRO) proceedings against our Firm.

Our Firm values the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence of any IAR or Firm with whom you are currently partnered or intend to partner. A detailed background of any Firm and/or IAR can be found on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). By entering a CRD number of the IAR or Firm, additional information may be found. You can search our Firm by its CRD number which is 317455. The individual IAR information can be found by entering their CRD number, which can be found on the IAR's ADV2B Supplement supplied to you, or by searching their name.

The Firm may employ IARs that have incurred disciplinary events while being supervised under a previous Firm. Before the IAR can join our Firm, the IAR will be evaluated to make sure that any previous disciplinary events and the corrective actions have been properly met. The Firm, with the agreement of the IAR, may provide a heightened supervision program for a period of time to insure the IAR continues to follow all corrective action requirements as specified by the regulatory organization and/or our Firm compliance officer. The Client is encouraged to review the IAR's ADV2B for any such disciplinary events, if any.

**Item 10 - Other Financial Industry Activities and Affiliations**

**A. Broker-Dealer Affiliation**

The Firm does not have anyone registered or pending to register as a broker-dealer or a registered representative of a broker-dealer.

## **B. Commodity Affiliation**

The Firm does not have anyone registered or pending to register as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

## **C. Relationships/Conflicts**

IARs of the Firm may have outside business activities once reviewed and approved by the Firm.

IARs of the Firm may be licensed and appointed to sell insurance products through various insurance companies. These insurance products including but not limited to: life insurance, disability, Health & Medicare supplement insurance and fixed or indexed annuities, may be offered through Advisor Share to assist the Firm's IARs with fulfilling their Client(s)'s planning needs, as necessary. IARs will receive commissions and other incentives paid directly from the insurance carrier. These commissions are in addition to and separate from the advisory fees charged. This creates a monetary conflict through the benefit of common control of Advisor Share which Murray's Venture LLC's owner is a part owner. These conflicts are mitigated because clients are not obligated to implement insurance product recommendations made by the Firm's IARs. Additionally, the Firm does not receive any commission compensation for the sale of insurance products by its IARs. As a fiduciary, the Firm's IARs will act in the best interest of the Client(s), independent of the amount of commission received.

Under unique and rare circumstances, IARs may qualify for a forgivable loan that may be offered by Firm. This loan is independent to the IAR and does not increase any fees charged to the Client. In order for a qualifying IAR to have their loan forgiven, they must meet certain production and length of service requirements. As such, this may create a conflict of interest as IARs may be incentivized to advise you to maintain your assets within advisory service programs or accounts in order to fulfill the terms of the forgivable loan. This conflict is mitigated because the IAR must act in a fiduciary capacity at all times.

Ronald J. Briggs, Jr. is the Founder, Owner, & Chief Investment Strategist of A Smarter Way To Invest, Inc. ("ASWTI"). ASWTI is a TPIA and a SEC registered investment advisor firm which solely offers asset management services to Registered Investment Advisory Firms. It grants such Firms access to ASWTI's various proprietary and non-proprietary dynamic asset allocation strategies and investment models. This may create a conflict by having POM IARs use this service. This conflict is mitigated by not offering this service to POM IARs for their Clients.

The Firm will not refer Client(s) to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

Ronald J. Briggs, Jr. is the Founder, Principal, and Advisor of Caitlin John, LLC., a SEC Registered Investment Advisor Firm. This affiliation is not material to this Firm's business or its Clients because Caitlin John, LLC. does not in any way engage with the IARs or Advisory Clients of this Firm.

All Service and Support Employees of the registered Advisory Firms are employed through a single management company called Entry Point Advisor Network ("EPAN"). EPAN is owned under common control by Kristin Briggs, spouse of Ronald J. Briggs, Jr. EPAN employs business development advisors to recruit, support, and service IARs of Caitlin John, LLC. and Peace Of Mind Private Wealth Management, LLC. These business development advisors are both W-2 and 1099 employees and receive compensation in the form of salary and commissions. Part of this compensation may reflect compensation based on the total AUM of the IARs they support.

## **D. Advisor Recommendations**

The Firm may recommend other TPIAs for the Client as stated above. The Firm may receive compensation directly or indirectly from outside TPIAs. Please see **Item 10.C. Relationship/Conflicts** for further details.

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

### **A. Code of Ethics**

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

The Firm and our personnel owe a duty of loyalty, fairness, and good faith towards the Client. They have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the Firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of securities in a limited offering (e.g., private placement) or an initial public offering. Our code also provides for oversight, enforcement, and record-keeping provisions by the Firm's Compliance Department.

The Firm's Code of Ethics further includes the Firm's policy prohibiting the use of material non-public information relating to the Client's account portfolios or transactions of the Firm. While we do not believe that we have any particular access to non-public information, all Firm personnel are reminded that such information may not be used in a personal or professional capacity. Any Firm personnel will not disclose any non-public information relating to the business or operations of the Firm unless properly authorized to do so.

A copy of our Code of Ethics is available to our advisory Client and prospective Client. You may request a copy by email sent to [info@pomwealthmanagement.com](mailto:info@pomwealthmanagement.com), or by calling us at (810) 207-5311.

### **B. Material Financial Interest and Conflict of Interest**

The Firm's IARs and Access Persons may buy or sell securities for themselves through the same and/or a non-associated custodian of the Firm with prior approval and ongoing statements forwarded to the firm. We monitor such transactions for compliance with the provisions of Section 206(3) of the Advisers Act governing principal transactions for the advisory Client.

The Firm's IARs, and Access Persons currently have no material financial interest in any publicly traded securities. IARs and Access Persons shall avoid any action, whether for personal profit or otherwise, that results in a conflict of interest with the Firm's Client's accounts, or which may be otherwise be detrimental to the interests of the Client of the Firm. The Firm's IARs and Access Persons will not attempt to improperly use influence for their personal benefit.

Our Code of Ethics is designed to assure that the personal securities transactions, activities and interests of our employees will not interfere with (i) making decisions in the best interest of our advisory Client and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts.

Our Firm and/or individuals associated with our Firm may buy or sell for their personal account securities identical to or different from those recommended to our Client or TPIA. In addition, any related

persons may have an interest or position in certain securities which may also be recommended to the Client.

At no time, will the Firm or any associated person of the Firm, transact in any security to the detriment of any Client. The Client's needs are considered first.

### **C. Same Securities Purchase and Conflicts of Interest**

The Firm and its Access Persons may buy or sell securities that are also held by the Client. In order to mitigate conflicts of interest such as front running, Access Persons are required to disclose all reportable securities transactions, including the size of trade and when they wish to buy or sell the securities to the Compliance Department. All Access Persons using a non-associated custodian must forward all brokerage account statements to the Compliance Department.

### **D. Client Securities/Trades and Concurrent Firm Securities Transactions - Conflicts of Interest**

The Firm does not maintain a Firm proprietary trading account and does not have a material financial interest in any securities being recommended. However, Firm Access Persons may buy or sell securities at the same or later times they buy or sell securities for the Client. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide the Firm with copies of their brokerage statements.

## **Item 12 - Brokerage Practices**

### **A. Soft Dollar Benefits**

The Firm does have access to various research and tools as a soft dollar benefit. Consistent with obtaining best execution for our Clients by using these various research and tools, the Firm receives such soft dollar benefits. The Firm may have an incentive to select or recommend a particular broker dealer based on interest in receiving such research and tools made available. The Firm manages this conflict by not charging the Client brokerage commissions or additional fees of any kind to obtain these benefits.

### **B. Brokerage for Client Referrals**

The Firm does not currently receive any Client referrals from any broker-dealer or Third-Party.

### **C. Directed Brokerage**

The Firm will not refer Client(s) to any Sub-Advisor or Third-Party Money Manager that is not appropriately registered.

The Firm uses TD Ameritrade Institutional for each Client's brokerage account. TD Ameritrade Institutional is used for the purposes of trade execution and custodial management. Additionally, certain TPIA programs are only made available on this platform. While the Client may find similar or unique programs offered elsewhere, the Client choosing to use certain TPIAs may find that their services are limited to certain custodians. Even though the IAR has the obligation, as a fiduciary, to best execute the Client's trades and transactions, it is possible that the IAR may not be able to achieve the most favorable execution of the Client's transactions in every case. This practice may or may not cost the Client more or less money. The Firm's IARs and TPIAs, acting as fiduciaries, will always act in the best interest of the Client and will always try to achieve the best possible trade execution on behalf of all Client accounts.

## **D. Aggregate of Client Trades**

TD Ameritrade Institutional allows the Firm's IARs to aggregate the Client orders using omnibus trading (block trades) for the discretionary purchase and sale of securities in their models and allocations. TD Ameritrade Institutional allows for the aggregation orders for any of the Firm's IARs managing their Clients accounts.

In certain circumstances, the Firm's IARs may, to best serve the Client, place non-aggregate individual trading orders. Non-Aggregated orders may be placed for an individual Client to meet the Client asset management strategy and other needs including but not limited to distributions, Required Minimum Distributions ("RMD"), unusual/extraordinary circumstances, raise cash, or at the request from a Client. The Client may incur additional costs by not aggregating their trade orders.

## **Item 13 - Review of Accounts**

The Firm's IARs are expected to have an investment account review with each Client, on a regular basis. The Client may request additional reviews by contacting their IAR. Additionally, reviews can be requested by the Client with their IAR anytime in order to inform them of a life changing event that may affect a change to the following criteria: income needs, risk tolerance, a change in their long-term needs, goals, or objectives.

The Client can review the status of their accounts at any time by going online to [www.advisorclient.com](http://www.advisorclient.com) to review their portfolio, statements, tax information, trade & transaction confirmations, fee billing, current balances, etc.

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

The Firm does not currently have arrangements, nor receives compensation for any Client referrals. The Firm also does not currently compensate anyone for Client referrals.

## **Item 15 - Custody**

The Client accounts will be opened and all assets will be held at TD Ameritrade Institutional in the Client's own name. The Firm will never have custody of any assets or securities in the Client's account. As per **regulatory interpretation**, the Firm is considered to have a form of indirect custody, due to the fact that the Firm authorizes the custodian to withdraw and pay advisory and management fees to the Firm and/or the TPIA as agreed upon and authorized by the Client as per the Investment Management Agreement.

TD Ameritrade Institutional will send monthly notifications to the Client by email when their latest statement is ready for review. The location of the statement to view is in the Client's secured file cabinet within the custodian's platform as described in the agreement with the Client and their chosen custodian. For accounts held with TD Ameritrade Institutional, the Client can go online to [www.advisorclient.com](http://www.advisorclient.com) and log into their account to review their current and past statements which will include all trade & transaction confirmations, fee billing, current balances, etc. This access is also made available to the Firm and the Client's IAR.

The Firm and it's IARs advises the Client to always review their statements carefully. If the Client finds any discrepancies or has any questions, concerns, or simply forgot how to access their account online, they can contact their IAR, call (810) 207-5311 and ask for the Client Relations Manager, or email your concerns to [info@pomwealthmanagement.com](mailto:info@pomwealthmanagement.com).



## **Item 16 - Investment Discretion**

The Client may choose to have a discretionary or non-discretionary asset management account with the Firm. Discretionary asset management accounts allow your IAR or TPIA to place trades in your account without contacting you prior to each trade to obtain permission.

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

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

This decision will be made with your IAR at the time you open your account and is determined by choosing the discretionary or non-discretionary authority when completing the Investment Management Agreement. The Client may also change/amend such limitations by once again providing us with written instructions.

## **Item 17 - Voting Client Securities**

The Firm or TPIAs do not accept the authority to vote proxies on your behalf. You will receive proxies and other related paperwork directly from your custodian. Upon request, we will answer questions about voting a specific proxy solicitation.

## **Item 18 - Financial Information**

Under no circumstances does the Firm require or solicit payment fees in excess of \$1,200.00 per Client more than six (6) months in advance of services rendered. Therefore, we are not required to include a financial statement.

As a Firm that has discretionary authority and a form of limited custody of the Client's accounts via the custodian directly deducting the Client fees from their accounts, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet our contractual obligations. Currently, there are no financial conditions that would impair our ability to meet our contractual commitments to the Clients. Should any arise, the Firm will notify the Client according to SEC guidelines.

Our Firm has not been the subject of a bankruptcy petition at any time during the past ten years.