

# **Accelerate Investment Advisors LLC**

**Accelerate Investment Advisors LLC**  
**120 Vantis Dr., Suite 400 Aliso Viejo, CA 92656**  
**Phone: 888-439-7071**  
<https://accelerateretirement.com/>

## **Form ADV Part 2A – Disclosure Brochure**

**Revised March 27, 2023**  
Previous Revision – None / Initial Version

This Form ADV 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Accelerate Investment Advisors LLC ("Accelerate", "Firm", or the "Adviser"). If you have any questions about the contents of this Disclosure Brochure, please contact us at 888-439-7071.

Accelerate is a registered investment adviser 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 adviser does not imply any specific level of skill or training. This Disclosure Brochure provides information through Accelerate to assist you in determining whether to retain Accelerate.

Additional information regarding Accelerate and its advisory persons are available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with our firm name or our CRD# 325859.

## **Item 2 – Material Changes**

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Accelerate believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide its clients with complete and accurate information at all times. Accelerate encourages all current and prospective Clients to read this Disclosure Brochure and discuss any questions you may have with us.

Accelerate is required to advise you of any material changes to the Firm Brochure (“Brochure”) from our last annual update. Since the last annual amendment, the following changes have been made:

### **Material Changes**

This is the initial filing of the Firm’s Brochure as a registered investment adviser. As such, there are no material changes to detail as this time.

## **Item 3 – Table of Contents**

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<b>Item 2 – Material Changes .....</b>	<b>2</b>
<b>Item 3 – Table of Contents.....</b>	<b>3</b>
<b>Item 4 – Advisory Services.....</b>	<b>4</b>
<b>Item 5 – Fees and Compensation .....</b>	<b>11</b>
<b>Item 6 – Performance-Based Fees and Side-By-Side Management.....</b>	<b>14</b>
<b>Item 7 – Types of Clients .....</b>	<b>14</b>
<b>Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss .....</b>	<b>14</b>
<b>Item 9 – Disciplinary Information.....</b>	<b>18</b>
<b>Item 10 – Other Financial Industry Activities and Affiliations .....</b>	<b>19</b>
<b>Item 11- Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....</b>	<b>19</b>
<b>Item 12 – Brokerage Practices .....</b>	<b>20</b>
<b>Item 13 – Review of Accounts.....</b>	<b>21</b>
<b>Item 14 - Client Referrals and Other Compensation.....</b>	<b>22</b>
<b>Item 15 – Custody.....</b>	<b>22</b>
<b>Item 16 – Investment Discretion .....</b>	<b>23</b>
<b>Item 17 – Voting Client Securities .....</b>	<b>23</b>
<b>Item 18 – Financial Information.....</b>	<b>23</b>

## **Item 4 – Advisory Business**

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### **A. Firm Information**

Accelerate Investment Advisors LLC (“Accelerate” or the “Adviser”) is a registered investment adviser with the U.S. Securities and Exchange Commission (“SEC”). Accelerate is organized as a Limited Liability Company (“LLC”) under the laws of the State of Delaware. Accelerate was founded in March 2023, and is owned 100% by Accelerate Investment Advisors LLC.

Accelerate offers services through a network of IARs. IARs may have their own legal business entities whose trade names and logos are used for marketing purposes and may appear on marketing materials and/or client statements. Clients should understand that the businesses are legal entities of the IAR and not of Accelerate. The IARs are under the supervision of the Firm, and the advisory services of the IAR are provided through Accelerate. Our Firm has the arrangements with the business entities listed in Schedule D of our Form ADV 1A.

Chris Giovinazzo is the CEO of Accelerate and presently maintains an ownership majority. Brent P. Nicks is the Chief Compliance Officer for Accelerate. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory business provided by Accelerate.

### **B. Advisory Business Offered**

Accelerate provides comprehensive qualified and non-qualified retirement plan consulting, investment advice and serves in a fiduciary role under ERISA, employee plan and investment education, asset allocation services, plan service provider proposal and provider research and analysis, and plan design consulting, qualified and non-qualified retirement plan sponsors, and business entities.

The Firm provides Clients both Investment Management (discretionary) and Investment Advisory services, based on the scope of the engagement. Accelerate offers investment advisory services to individuals, high net worth individuals, pooled investment vehicles, and pension consulting services.

### **Retirement Plan Consulting Services**

Our Firm provides retirement plan consulting services to employer plan sponsors on an ongoing basis. Such consulting services consist of assisting employer plan sponsors in establishing, monitoring, and reviewing their company's participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include investment options, plan structure and participant education. Retirement Plan Consulting services typically include:

- Establishing an Investment Policy Statement – Our firm will assist in the development of a statement that summarizes the investment goals and objectives along with the broad strategies to be employed to meet the objectives.
- Investment Options – Our firm will work with the Plan Sponsor to evaluate existing investment options and make recommendations for appropriate changes.
- Asset Allocation and Portfolio Construction – Our firm will develop strategic asset allocation models to aid Participants in developing strategies to meet their investment objectives, time horizon, financial situation, and tolerance for risk.
- Investment Monitoring – Our firm will monitor the performance of the investments and notify the client in the event of over or under performance and in times of market volatility.

In providing services for retirement plan consulting, Accelerate does not provide any advisory services with respect to the following types of assets: employer securities, real estate (excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets, other illiquid investments, or brokerage window programs (collectively, "Excluded Assets").

All retirement plan consulting services shall follow the applicable state laws regulating retirement consulting services. This applies to client accounts that are retirement or other employee benefit plans ("Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Where client accounts are part of a Plan, and our firm accepts appointment to provide services to such accounts, our Firm acknowledges its fiduciary standard within the meaning of Section 3(21) of ERISA as designated by the 3(21) Investment Advisory Agreement with respect to the provision of services described therein and limited to only the services specifically elected to be performed per the executed agreement.

#### Investment Management Services

Accelerate provides customized investment advisory solutions for retail and certain institutional clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. In certain instances, Accelerate may provide its services on a non-discretionary basis. Accelerate works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation to create a portfolio strategy.

Accelerate will then construct a portfolio utilizing mutual funds, collective investment trusts ("CITs"), exchange-traded funds ("ETFs") and/or individual equity and fixed income securities. The Firm may also utilize covered options and other types of investments, as appropriate, to meet the needs of a particular Client.

The investment strategies of Accelerate are primarily long-term focused but the IAR of the Firm may buy, sell, or allocate positions that have been held less than one year for reasons that include, but are not limited to: changes in objectives; account inflows / outflows; security fundamentals or market conditions. Initially, the Accelerate investment process will determine each client's financial circumstances and investment objectives. Once Accelerate establishes the account strategy, it is determined if the Firm should adjust the allocation targets based on the current market environment versus the shorter-term economic outlook. Accelerate will construct, implement, and monitor the portfolio in connection with the goals, objectives, circumstances, and risk tolerance agreed to by the Client.

Each client can place reasonable restrictions on the types of investments to be held in the portfolio. Restrictions on investments in certain securities or types of securities may not be possible due to the level of difficulty this would entail in managing the account. Restrictions would be limited to our investment management services. We do not manage assets through our other services. Accelerate and its IAR reserve the right to terminate advisory services or to not initiate advisory services for a client if the requested restrictions are deemed unreasonable and beyond the Firm capacity to employ.

Accelerate evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Accelerate, as appropriate, may (1) recommend redistributing investment allocations to diversify the portfolio and (2) may recommend specific positions to increase sector or asset class weightings. The Firm may recommend employing cash positions as a possible hedge against market movement.

Accelerate may recommend selling positions for reasons that include, but are not limited to:

- Harvesting capital gains or losses.
- Business or sector risk exposure to a specific security or class of securities.
- Overvaluation or overweighting of the position(s) in the portfolio.
- Change in risk tolerance of Client.
- Generating cash to meet Client needs.

Accelerate will provide investment advisory services and portfolio management services and will not provide securities custodial or other administrative services. At no time will Accelerate accept or maintain custody of a client's funds or securities, except for authorized deduction of the Client agreed upon fees. All Client assets will be managed within their designated account at the Custodian, pursuant to the terms of the investment advisory agreement.

Our investment management services may utilize Schwab Advisor Services division of Charles Schwab & Co., Inc. ("Schwab") and/or Fidelity Brokerage Services LLC ("Fidelity") for custodial relationships.

### **Investment Advice (Plan Level)**

Accelerate shall provide research and analysis regarding investment advice and fiduciary due diligence services for the Client. The Firm shall also provide research and analysis that covers the investment products of several qualified and non-qualified retirement plan providers. The goal of the investment due diligence process is to establish a logical, technical, and comprehensive process that is consistently employed in the selection and ongoing monitoring of funds for plan sponsors and individuals, accompanied by an investment policy statement (for plan sponsors only), that defines the process utilized to recommend the investments to plan sponsors and individuals.

The Employer (Client of Accelerate) sponsors a qualified (or non-qualified) Retirement Plan for the benefit of its employees. The Plan is a qualified or non-qualified employee benefit plan intended to comply with all applicable federal laws and regulations, including the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974 (ERISA), as amended, if applicable. In addition, applicable Plans are intended to comply with ERISA Section 404(c). Accelerate may employ many different calculations, processes, and screening techniques to arrive at specific recommended individual investments within the array of investments offered by each investment provider that is being analyzed including but not limited to the following:

- Investment analysis by asset class (domestic equity, international equity, income, hybrid/managed accounts), including market capitalization (small, medium, and large), and investment objective (value, blend, and growth orientation).
- Performance relative to other investments in the same asset class.
- Investment performance relative to benchmark performance for the same asset class.
- Percentile ranking of investment performance for the same asset class.
- Style-based analysis to determine the impact of an investment being managed differently than its stated investment objective (which is usually a combination of the stated market capitalization category, and investment objective category).
- Macro screens to eliminate long-term under-performing investments, funds with total managed assets of less than the minimum threshold deemed to be adequate by Accelerate.
- Review of upside and downside capture, to estimate upside potential and downside risk of each investment.

- Common objective risk and return statistical measurements, such as Sharpe ratio, standard deviation, alpha, and beta.
- Common statistically relevant manager value measurements such as information ratio and tracking error.
- R-squared, correlation coefficients, and other statistically relevant information.
- Excess return over the given performance benchmark.
- Short and long-term historical analysis with any of the above measurements.
- Financial strength, stability, and reputation of the investment provider, and individual investments offered by and through the investment provider.
- Tenure and experience of investment management personnel.
- Investment philosophy, process, and style; and
- Investment fees.

Accelerate shall provide a draft of the statement of Investment Policy for review by the Client. In addition, Accelerate will evaluate the existing Investment Policy Statement of the Client and provide recommendations that are consistent with assisting the Client meeting their fiduciary obligations, if applicable, under ERISA Section 404(c).

### **Investment Management (Plan Level)**

Accelerate shall be responsible for, and maintains discretion, for the selection, mapping, and ongoing monitoring, of investments offered within the Plan. Our Firm hereby accepts co-fiduciary responsibility for such duties. The Client engages Accelerate in management of Plan assets and shall delegate specified authority and discretion to the Firm for the selection, mapping, and ongoing monitoring (including replacement, as prudent), of investments offered within the plan. However, services provided by Accelerate under this Agreement will not include any services with respect to employer securities or company stock nor is Accelerate a fiduciary regarding any single security offering or SDBA available in a plan. Accelerate shall be responsible and possess discretion for the selection of investment options used to populate the asset allocation models. Accelerate shall also provide documentation supporting the investment due diligence in a regularly prepared Fiduciary Investment Review report. Our Firm will have an established investment due diligence process that is a logical, technical, and comprehensive process that is consistently employed in the selection, de-selection, and ongoing monitoring of funds for plan sponsors and individuals, accompanied by an investment policy statement, that defines the process utilized to guide decision making in the management of the plan investments offered to plan sponsors and individuals.

The Client sponsors a qualified retirement plan for the benefit of its employees. The Plan is a qualified employee benefit plan intended to comply with all applicable federal laws and regulations, including the Internal Revenue Code of 1986, as amended, and the Employee Retirement Income Security Act of 1974 (ERISA), as amended. In addition, the Plan is intended to comply with ERISA Section 404(c) and all regulations promulgated there under. The Client intends to engage in their best efforts to comply with all requirements of ERISA Section 404(c) and the regulations there under. Accelerate may employ many different calculations, processes, and screening techniques, to arrive at specific recommended individual investments within the array of investments offered by each investment provider that is being analyzed.

Accelerate shall provide the Client with the Investment Policy Statement for the Client's review and inform the Client when, and if, there are any changes thereto. In addition, Accelerate will provide its services with the objective of meeting the Firm's and Client's fiduciary obligations under ERISA Section 404(a) and with the intent of meeting the requirements of ERISA.

## **Employee Plan and Investment Education 404(c)**

Accelerate may provide group employee enrollment, re-enrollment, and investment education support. The goal of this process is to help employees make educated and informed choices about the plan and investment allocation under the investment education guidelines set forth by the U.S. Department of Labor. Meetings are offered on an annual, semi-annual, quarterly, or as requested basis. The scope of the meetings will be group and/or individual and will be conducted on-site and/or as data conferencing.

## **Employee (Participant) Investment Advice and/or Asset Allocation Models**

Accelerate shall create, monitor, adjust (when prudent), and rebalance asset allocation models ("Models") for plan sponsor use as an investment tool provided to participants for use in assisting Plan Participants in making asset allocation decisions for their investment portfolios (i.e., equity and fixed income). Whether the Models are used as stand-alone tools or used in conjunction with the delivery of investment advice, they are designed to have different investment objectives based on risk level. To meet these varying investment needs, participants and beneficiaries will be able to elect to direct their account balances among a range of investment options to construct diversified portfolios that reasonably span the risk/return spectrum.

The goal of the investment advice process is to assist Plan Participants in finding the asset mix which is most likely to meet their investment objectives within acceptable risk parameters. Asset class sub-types can include domestic large cap value equity, domestic large cap growth equity, domestic mid-cap value equity, domestic mid-cap growth equity, domestic small cap value equity, domestic small cap growth equity, international equity, core fixed income, short term fixed income, high yield fixed income, and other appropriate asset classes and investments.

Accelerate shall direct the rebalancing of asset allocation Models on a periodic basis and/or upon reasonable request. Participants and beneficiaries alone bear the risk of investment results from the options and asset allocation that they select. Our Firm will reallocate and rebalance the Models in accordance with the IPS or other guidelines approved by the plan sponsor.

## **Plan Service Provider Proposal Research and Analysis**

Accelerate may assist Clients with the selection of a plan provider or providers for their plan, based on detailed research and analysis of several providers. The provider review process includes an evaluation of administrative, recordkeeping, compliance, and employee communications services, administrative and investment-related fees, and an investment overview that incorporates a very similar analysis to the investment due diligence process described above.

## **Fiduciary Plan Review**

The Fiduciary Plan Review™ includes a compliance checklist, plan design analysis, and other related analysis designed to address plan compliance and efficiency. This document typically exceeds 20 pages in length and may also include a list of action items and suggestions, based on plan demographics and a discussion by the Client's plan fiduciaries and Accelerate.



## **General Plan Consulting Services**

The Plan Sponsor is responsible for responding to ongoing questions, concerns, and issues raised by Accelerate that are related to Client's qualified or non-qualified retirement plan. Services include plan pricing and contract negotiation by the incumbent provider and Client, recommendations of specific service and product enhancements, facilitation for the solution of service, administrative, and recordkeeping issues, plan compliance assistance and guidance, and ongoing problem solving.

### **404(c) Audit**

Accelerate will provide a comprehensive checklist of the latest industry accepted standards with respect to 404(c) compliance and will work with Client to facilitate completion of the checklist. The responsible party for addressing and verifying each item will either be the plan provider, the Customer, or in some instances Accelerate will provide the research and analysis.

### **Fiduciary Role under ERISA**

For those services stated under Investment Advice (Plan Level) Accelerate acknowledges that it is a fiduciary with respect to the Plan under Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and, as such, is a co-fiduciary with the trustee(s) of the Client's Plan solely with respect to (a) the provision of investment education of the employer and/or plan participants (depending on the specific Advisory services provided); (b) the periodic reporting on, and analysis of, the investment options available under the Plan; and (c) the provision of advice to the trustee(s) regarding the elimination or addition of investment options available under the Plan; provided, however, that the trustee(s) acknowledge and agree that the trustee(s) have the final and conclusive responsibility for the investment options selected to be available under the Plan.

For those services stated under Investment Management (Plan Level), Accelerate acknowledges that it is a co-fiduciary with respect to the Plan under Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended (ERISA). The co-fiduciary duties of Accelerate are limited to the selection, mapping, monitoring, and replacement of plan investment options for which they have explicit authorized discretionary control. Accelerate will not be responsible for investment decisions made by individual Plan participants with respect to the investment of their accounts and/or investment into a model portfolio managed by Accelerate, if applicable. Accelerate is not responsible for any fiduciary duties or responsibilities imposed on the Plan's fiduciaries under ERISA not explicitly contemplated in the services stated under the Investment Management (Plan Level).

When providing any Discretionary Fiduciary Services, our Firm will exercise Discretionary authority over the Plan assets covered under each Discretionary Fiduciary Service selected by the Plan Sponsor. With respect to any Discretionary Fiduciary Services provided to a Plan covered by Title I of ERISA, Section 402(c)(3) of ERISA allows Sponsor to delegate responsibility for selecting, monitoring, and replacing Plan assets to an "investment manager" that meets the requirements of Section 3(38) of ERISA. Section 405(d)(1) of ERISA provides that if an investment manager is properly appointed, then "no trustee shall be liable for the acts or omissions of such investment manager or managers or be under an obligation to invest or otherwise manage any asset of the Plan which is subject to the management of such investment manager." Accelerate will not be responsible for investment decisions made by the Plan participants with respect to the investment of their accounts. For those services stated under Employee (Participant) Investment Advice and/or Asset Allocation Models, Accelerate acknowledges that it is a limited scope fiduciary with respect to the Plan under Section 3(38) of ERISA.

Accelerate is a fiduciary to the Plan under Section 3(38) of ERISA for only those services under this Agreement for which they have explicit authorized discretion over plan assets. Accelerate is authorized by the Client to exercise its best judgment in investing, selling and reinvesting cash and securities of Participants and Beneficiaries who have elected to use the Models, but only to the extent such actions relate to determining allocation based on the Models, adjustments thereof, or rebalancing of the Models.

### **Retirement Plan Rollover Recommendations**

As part of our investment advisory services to you, Accelerate may recommend you roll assets from your employer's retirement plan, such as a 401(k), 457, or ERISA 403(b) account (collectively, a "Plan Account"), to an individual retirement account, such as a SIMPLE IRA (Individual Retirement Accounts), SEP IRA, Traditional IRA, or Roth IRA (collectively, an "IRA Account") our firm will manage on your behalf. We may also recommend rollovers from IRA Accounts to Plan Accounts, from Plan Accounts to Plan Accounts, and from IRA Accounts to IRA Accounts. When we provide any of the foregoing rollover recommendations we are acting as fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code ("IRC"), as applicable, which are laws governing retirement accounts.

If you elect to roll the assets to an IRA subject to our management, Accelerate will charge you an asset-based fee as set forth in the advisory agreement you executed with our Firm. This creates a conflict of interest because it creates a financial incentive to recommend the rollover to you (i.e., receipt of additional fee-based compensation). You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm. Due to the foregoing conflict of interest, when we make rollover recommendations, we operate under a special rule that requires us to act in your best interests and not put our interests ahead of yours. Under this special rule's provisions, we must:

- meet a professional standard of care when making investment recommendations (give prudent advice);
- never put our interests ahead of yours when making recommendations (give loyal advice);
- avoid misleading statements about conflicts of interest, fees, and investments;
- adhere to the policies and procedures designed to ensure that we give advice that is in your best interests.
- charge no more than a reasonable fee for our services; and
- give you basic information about conflicts of interest.

Many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of a rollover. Note that an employee will typically have four options in this situation:

- leave the funds in your employer's (former employer's) plan;
- move the funds to a new employer's retirement plan;
- cash out and take a taxable distribution from the plan; or
- move the funds into an IRA rollover account.

Each of these options has positives and negatives. Because of that, along with the importance of understanding the differences between these types of accounts, we will provide you with a written explanation of the

advantages and disadvantages of both account types and the basis for our belief that the rollover transaction we recommend is in your best interests.

#### **D. Assets Under Management**

As of March 30, 2023, Accelerate manages \$0 in discretionary and \$0 in non-discretionary assets.

### **Item 5 – Fees and Compensation**

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The following paragraph details the fee structure and compensation methodology for services provided by our Firm. Each Client shall sign one or more agreements that detail the responsibilities of Accelerate and the Client.

#### **A. Fees for Advisory Services**

##### **Investment Management Services**

Portfolio Management accounts are custodied at Fidelity or Charles Schwab. The fee assessed to the Client account(s) will be detailed in our firm's Investment Advisory Agreement ("Advisory Agreement"). Investment management fees are collected quarterly in arrears. If the Advisory Agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is payable in proportion to the number of days in the quarter for which you are a client. Client fees are negotiated on a per client basis; however, the maximum annualized client fee will not exceed 1.50%.

The initial fee is due in full one business day after the Client's account is accepted and opened with the minimum account balance of \$25,000 and will be based on the asset value of the account on that date. Accounts of less than \$25,000 may be set up when the client and Accelerate anticipate the Client will add additional funds to the account bringing the total to \$25,000 within a reasonable time. Other exceptions will apply to employees of Accelerate and their relatives, or relatives of existing clients.

The initial fee will be prorated according to the number of days services were provided during the first calendar quarter. Thereafter, the fee will be calculated by multiplying the fair market value of the assets in the account as of the last trading day of each calendar quarter by the annual fee and then dividing that result by 4, which represents each quarter. The account value is calculated as the market value of all long and short securities positions in the account and will not be reduced by any margin or other indebtedness of the Client with respect to such securities or other investments.

Fees will not be adjusted or pro-rated for additions to or withdrawals from the account during the calendar quarter, other than a complete withdrawal in connection with the termination of the Account Agreement.

Fees are automatically deducted from the account pursuant to the advisory agreement and are not billed separately to Clients. Clients must maintain or deposit sufficient funds in the account to cover payment of all fees authorized by the contract. If there are not funds to cover the fees, then Accelerate can liquidate assets to cover fees. The amount of the fee will be shown in the statement received from the Custodian. Accelerate urges Clients to carefully review such statements.

In addition to the advisory fee, accounts will be assessed transaction fees. Transaction fees charged may be higher or lower than transaction charges or commissions charged by other broker-dealers. The custodian receives a portion of the transaction fees paid by Clients. Although transaction charges may be identified as commissions on trade confirmations, the Investment Adviser Representative does not receive any portion of these charges.

Either party may terminate the investment advisory agreement, at any time, by providing advance written notice to the other party. The Client may terminate the investment advisory agreement within five (5) business days of signing the advisory agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Client shall be responsible for investment advisory fees up to and including the effective date of termination.

### **Retirement Plan Fees**

For services a client will pay a fee based on either the market value of the Plan assets, or a flat fee in accordance with the schedule of fees described and selected by the Client unless otherwise agreed to by both parties. The fee range for Accelerate's services is negotiable and may vary according to the facts and circumstances including the scope of services to be provided, the duration of services and the size of the client (number of employees, plan or individual assets, and other demographic factors).

Accelerate may receive fees directly from a client (plan sponsor or individual), for providing any or all the services described above. In these instances, fees may be paid on a one-time only or ongoing basis, depending on the scope of the services, and the desired length of time that those services will be provided.

### **Fee Structures**

#### **Asset-based Fee**

Asset-based fees may be charged based on the market value of the plan assets and may range from 0.10% to 1.25% of Plan assets, depending on the scope of the project and duration of services.

#### **Flat Fee**

A flat fee may be charged ranging from \$2,000 –\$100,000 or more depending on the scope of the project and duration of services.

#### **Hourly Fee**

An hourly fee may be charged up to a maximum rate of \$350 per hour depending on the scope of the project and duration of the services. Fees are paid in advance except when deducted from the Plan assets with approval of the Client or when the Client is billed directly or some combination of both. Fees are paid by the Plan or Plan Sponsor. Clients are paying fees different than those above as they are based on historical fee schedules. Any fees paid in advance but are unearned shall be returned to the client prorated to the date of termination.

Plan providers often will offer compensation related to Accelerate's use of its platform to provide a mutual fund "line-up" to plan participants. The compensation is not related to the recommendation of mutual funds to be included in the line-up but is related to the use of the overall platform of the plan provider. The amount of this compensation

required by Accelerate is typically 15-35 basis points of plan assets invested. Should the plan provider offer higher compensation than what Accelerate requires, the extra amount is placed into the ERISA fiduciaries service budget for use to cover other plan expenses.

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

In addition to the advisory fees paid to Accelerate, Clients will incur transaction fees for trades executed by their chosen custodian. These transaction fees are separate from our firm's advisory fees and will be disclosed by the chosen custodian. Clients may also pay holdings charges imposed by the chosen custodian for certain investments, charges imposed directly by a mutual fund, index fund, or exchange traded fund, which shall be disclosed in the fund's prospectus (i.e., fund management fees, initial or deferred sales charges, mutual fund sales loads, 12b-1 fees, surrender charges, variable annuity fees, IRA and qualified retirement plan fees, and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from custodian, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. Our firm does not receive a portion of these fees.

Mutual Funds typically offer multiple share classes available for investment based upon certain eligibility and/or purchase requirements. For instance, in addition to the more commonly offered retail mutual fund share classes (typically, Class A, B and C shares), mutual funds may also offer institutional, or advisor share classes (the "lower cost share classes") or other share classes that are designed for purchase in an account enrolled in investment advisory programs. These lower cost share classes usually have a lower expense ratio than other shares classes. In addition, lower cost share classes often do not charge a 12b-1 fee. The Firm will utilize the most appropriate mutual fund share classes for its portfolio allocations available to it. Regardless, clients may still be invested in funds with higher internal expenses when no lower cost share classes for a fund are available at the custodian or the Client is not eligible due to investment minimums or other requirements.

Clients should understand that a transaction charge for mutual fund and exchange traded fund (ETF) purchases and redemptions may occur in accordance with the appropriate custodial agreement. The applicable transaction charge varies depending on the amount of recordkeeping fees received by the custodian / broker-dealer from the mutual fund or ETF and/or whether the sponsor of the mutual fund or ETF participates in a No Transaction Fee (NTF) Network. When an NTF mutual fund or ETF is purchased in a Client's account, the NTF fund's sponsor directs a payment to the custodian / broker-dealer on behalf and for the benefit of the client that is used exclusively as a credit to defray the bona fide transaction charge obligations of the client's account. When an NTF fund is sold, the custodian / broker-dealer waives the transaction charge to Accelerate. Each custodian who provides execution and custodial services to our Firm has a version of an NTF fund network specific to them and these could vary across custodians.

Clients should understand the cost of the transaction charges may be a factor the IAR considers when selecting securities and determining whether to place transactions in accounts. Clients should consider this conflict when monitoring the purchase of NTF funds as all such conflicts may have an impact on the investment performance of accounts.

There are instances in which Accelerate would recommend a mutual fund that carries a 12(b)-1 fee, even when a lower-cost share class is available for the same fund. For example, a lower-cost class share may not be available to Accelerate due to investment minimums. In other cases, mutual funds charging 12(b)-1 fees are transferred into an account being managed by Accelerate. In which case the Firm may recommend the Client hold the existing share class, instead of selling the fund and buying a lower-cost share, which could result in a tax liability. In addition, some mutual funds charge 12(b)-1 fees, but no transaction fees, while other share classes in the

same fund family do not charge 12(b)-1 fees but do charge transaction fees. Mutual funds charging 12(b)-1 fees will be recommended when the overall cost is seen as a benefit to the Client if the anticipated transaction fees exceed the anticipated 12(b)-1 fees. When recommending a particular mutual fund share class, the different available share classes are compared and reviewed along with the anticipated investment timeframe, potential tax consequences, future anticipated transactions, and other costs to determine the best selection for the Client at that time. Accelerate does not receive any part of the 12b-1 fees charged by Mutual Funds.

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

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Accelerate does not charge performance-based fees for its investment advisory services. The fees charged by Accelerate 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.

Accelerate does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its clients.

## **Item 7 – Types of Clients**

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We have the following types of clients:

- Individuals and High Net Worth Individuals;
- Trusts, Estates or Charitable Organizations;
- Pension and Profit-Sharing Plans;
- Corporations, Limited Liability Companies and/or Other Business Types.

Our Retail Investment Management services typically require a minimum account of \$25,000.

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

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### **Methods of Analysis**

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis.

#### **CHARTING ANALYSIS**

Charting is a technical analysis that charts the patterns of stocks, bonds, and commodities to help determine buy and sell recommendations for clients. It is a way of gathering and processing price and volume information in a security by applying mathematical equations and plotting the resulting data onto graphs to predict future price movements. A graphical historical record assists the analyst in spotting the effect of key events on a security's price, its performance over a period of time, and whether it is trading near its high, near its low or in between. Chartists believe that recurring patterns of trading, commonly referred to as indicators, can help them forecast future price movements.

## FUNDAMENTAL ANALYSIS

A fundamental analysis is a method of evaluating a company or security by attempting to measure its intrinsic value. Fundamental analysis attempts to determine the true value of a company or security by looking at all aspects of the company or security, including both tangible factors (e.g., machinery, buildings, land, etc.) and intangible factors (e.g., patents, trademarks, "brand" names, etc.). Fundamental analysis also involves examining related economic factors (e.g., overall economy and industry conditions, etc.), financial factors (e.g., company debt, interest rates, management salaries and bonuses, etc.), qualitative factors (e.g., management expertise, industry cycles, labor relations, etc.), and quantitative factors (e.g., debt-to-equity and price-to-equity ratios). The end goal of performing fundamental analysis is to produce a value that an investor can compare with the security's current price with the aim of determining what sort of position to take with that security (e.g., if underpriced, the security should be bought; if overpriced the security should be sold). Fundamental analysis uses real data to evaluate a security's value. Although most analysts use fundamental analysis to value stocks, this method of valuation can be used for many types of securities.

## TECHNICAL ANALYSIS

A technical analysis is a method of evaluating securities that analyzes statistics generated by market activity, such as past prices and volume. Technical analysis does not attempt to measure a security's intrinsic value, but instead uses past market data and statistical tools to identify patterns that can suggest future activity. Historical performance of securities and the markets can indicate future performance.

## CYCLICAL ANALYSIS

A cyclical analysis assumes the market reacts in reoccurring patterns that can be identified and leveraged to provide performance. Cyclical analysis of economic cycles is used to determine how these reoccurring patterns, or cycles, affect the returns of a given investment, asset, or company. Cyclical analysis is a time-based assessment which incorporates past and present performance to determine future value. Cyclical analyses exist because the broad economy has been shown to move in cycles, from periods of peak performance to periods of low performance. The risks of this strategy are two-fold: (1) the markets do not always repeat cyclical patterns; and (2) if too many investors begin to implement this strategy, it changes the very cycles of which they are trying to take advantage.

## Risk of Loss

Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each client should understand and be willing to bear. Clients are reminded to discuss these risks with our firm as they feel it is warranted. All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks:

**Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.

**Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's underlying circumstances. For example, political, economic, and social conditions may trigger market events.

**Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.



**Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

**Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.

**Business Risk:** These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company, which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.

**Liquidity Risk:** Liquidity is the ability to readily convert an investment into cash. Assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.

**Financial Risk:** Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

**Mutual Fund Risk:** The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

**ETF Risk:** Performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price 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 trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

## **Options**

An option is a financial derivative that represents a contract sold by one party (the option writer) to another party (the option holder). The contract offers the buyer the right, but not the obligation, to buy (call) or sell (put) a security or other financial asset at an agreed-upon price (the strike price) during a certain period of time or on a specific date (exercise date). Options are extremely versatile securities. Traders use options to speculate, which is a risky practice, while hedgers use options to reduce the risk of holding an asset. In terms of speculation, option buyers and writers have conflicting views regarding the outlook on the performance of an

**Call Option:** Call options give the option to buy at certain price, so the buyer would want the stock to go up. Conversely, the option writer needs to provide the underlying shares if the stock's market price exceeds the strike due to the contractual obligation. An option writer who sells a call option believes that the underlying stock's price will drop relative to the option's strike price during the life of the option, as that is how he will reap maximum profit. This is exactly the opposite outlook of the option buyer. The buyer believes that the underlying stock will rise; if this happens, the buyer will be able to acquire the stock for a lower price and then sell it for a profit. However, if the underlying stock does not close above the strike price on the expiration date, the option buyer would lose the premium paid for the call option.



*Put Option:* Put options give the option to sell at a certain price, so the buyer would want the stock to go down. The opposite is true for put option writers. For example, a put option buyer is bearish on the underlying stock and believes its market price will fall below the specified strike price on or before a specified date. On the other hand, an option writer who shorts a put option believes the underlying stock's price will increase about a specified price on or before the expiration date. If the underlying stock's price closes above the specified strike price on the expiration date, the put option writer's maximum profit is achieved. Conversely, a put option holder would only benefit from a fall in the underlying stock's price below the strike price. If the underlying stock's price falls below the strike price, the put option writer is obligated to purchase shares of the underlying stock at the strike price.

The potential risks associated with these transactions are that (1) all options expire. The closer the option gets to expiration, the quicker the premium in the option deteriorates; and (2) Prices can move very quickly. Depending on factors such as time until expiration and the relationship of the stock price to the option's strike price, small movements in a stock can translate into big movements in the underlying options.

## **Margin**

The use of margin may result in certain additional risks to a client. For example, if securities pledged to brokers to secure a client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

## **Short Sales**

A short sale is a transaction in which an investor sells borrowed securities in anticipation of a price decline and is required to return an equal number of shares at some point in the future. These transactions have several risks that make it highly unsuitable for the notice investor. This strategy has a slanted payoff ratio in that the maximum gain (which would occur if the shorted stock was to plunge to zero) is limited, but the maximum loss is theoretically infinite (since stocks can in theory go up infinitely in price). The following risks should be considered: (1) In addition to trading commissions, other costs with short selling include that of borrowing the security to short it, as well as interest payable on the margin account that holds the shorted security. (2) The short seller is responsible for making dividend payments on the shorted stock to the entity from whom the stock has been borrowed. (3) Stocks with very high short interest may occasionally surge in price. This usually happens when there is a positive development in the stock, which forces short sellers to buy the shares back to close their short positions. Heavily shorted stocks are also susceptible to "buy-ins," which occur when a broker closes out short positions in a difficult-to-borrow stock whose lenders are demanding it back. (4) Regulators may impose bans on short sales in a specific sector or even in the broad market to avoid panic and unwarranted selling pressure. Such actions can cause a spike in stock prices, forcing the short seller to cover short positions at huge losses. (5) Unlike the "buy-and-hold" investor who can afford to wait for an investment to work out, the short seller does not have the luxury of time because of the many costs and risks associated with short selling. Timing is everything when it comes to shorting. (5) Short selling should only be undertaken by experienced traders who have the discipline to cut a losing short position, rather than add to it hoping that it will eventually work out.

## **Trading**

Our firm could purchase securities with the idea of selling them very quickly (typically within 30 days or less). Our firm does this to take advantage of our predictions of brief price swings. Trading involves risk that may not be suitable for every investor and may involve a high volume of trading activity. Each trade generates a commission

and the total daily commission on such a high volume of trading can be considerable. Active trading accounts should be considered speculative in nature with the objective being to generate short-term profits. This activity may result in the loss of more than 100% of an investment.

### **Fund Offering Limitations**

For all funds offered the fund sponsor or provider generally has the right to suspend or limit units offered under certain circumstances. Such suspensions or limits could render certain strategies difficult to complete or continue and subject Accelerate to loss. Conflicts of Interest: In the administration of client accounts, portfolios, and financial reporting, Accelerate faces inherent conflicts of interest which are described in this brochure. Generally, Accelerate mitigates these conflicts through its Code of Ethics which provides that the client's interest is always held above that of Accelerate and its associated persons.

### **Security Specific Risks**

Depending on the nature of the investment management service selected by a client and the securities used to implement the investment strategy, clients will be exposed to risks that are specific to the securities in their particular investment portfolio. Currency: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.

### **Strategy Restrictions**

Certain institutions may be restricted from directly utilizing investment strategies of the type in which Accelerate may engage. Such institutions, including entities subject to ERISA, should consult their own Advisers, counsel, and accountants to determine what restrictions may apply and whether a fund or fund lineup recommended by Accelerate is appropriate.

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

### **Item 9 – Disciplinary Information**

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There are no legal, regulatory, or disciplinary events involving Accelerate or any of its Supervised Persons. Accelerate and its advisory personnel value the trust you place in us. As we advise all Clients, we encourage you to perform the requisite due diligence on any adviser 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).

## **Item 10 – Other Financial Industry Activities and Affiliations**

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### **Insurance Agency Affiliations**

Certain Supervised Persons of Accelerate are also licensed insurance professionals. Implementation of insurance recommendations are separate and apart from a Supervised Person's role with Accelerate. As an insurance professional, the Supervised Persons will typically receive commissions and other related revenues from the various insurance companies whose products are sold. Supervised Persons are not required to offer the products of any insurance company.

Commissions generated by insurance sales do not offset ongoing advisory fees but will be excluded from asset calculations for investment management services. Accelerate is dedicated to acting in the best interests of its clients based on fiduciary principles. Clients are under no obligation to purchase recommended products.

### **Conflict of Interest Between Different Fee Structures**

Accelerate offers several different services detailed in this brochure that compensate Accelerate differently depending on the service selected. There is a conflict of interest for Accelerate and its associated personnel to recommend the services that offer a higher level of compensation to Accelerate through either higher management fees or reduced administrative expenses. Accelerate mitigates this conflict through its procedures to review client accounts relative to the client financial situation to ensure the investment management service provided is appropriate. Further, Accelerate is committed to its obligation to ensure associated persons adhere to Accelerate's Code of Ethics and to ensure that Accelerate and its associated persons fulfill their fiduciary duty to clients or investors.

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

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We recognize that the personal investment transactions of members and employees of our firm demand the application of a high Code of Ethics and require that all such transactions be carried out in a way that does not endanger the interest of any client. At the same time, we believe that if investment goals are similar for clients and for members and employees of our firm, it is logical and even desirable that there be common ownership of some securities.

Therefore, to prevent conflicts of interest, we have in place a set of procedures (including a pre-clearing procedure) with respect to transactions effected by the officers and employees for their personal accounts. In order to monitor compliance with our personal trading policy, we have a quarterly securities transaction reporting system for all our associates.

Furthermore, our firm has established a Code of Ethics which applies to all our associated persons. An investment adviser is considered a fiduciary. As a fiduciary, it is always an investment adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients. We have a fiduciary duty to all clients. Our fiduciary duty is considered the core underlying principle for our Code of Ethics which also includes Insider Trading and Personal Securities Transactions Policies and Procedures. We always require all of our supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand, and agree to

comply with our Code of Ethics. Our firm and supervised persons must conduct business in an honest, ethical, and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of our Code of Ethics.

If a client or a potential client wishes to review our Code of Ethics in its entirety, a copy will be provided promptly upon request. Neither our firm nor a related person recommends to clients, or buys or sells for client accounts, securities in which our firm or a related person has a material financial interest.

Related persons of our firm may buy or sell securities and other investments that are also recommended to clients. In order to minimize this conflict of interest, our related persons will place client interests ahead of their own interests and adhere to our firm's Code of Ethics.

Likewise, related persons of our firm may buy or sell securities for themselves at or about the same time they buy or sell the same securities for client accounts. In order to minimize this conflict of interest, our related persons will place client interests ahead of their own interests and adhere to our firm's Code of Ethics, a copy of which is available upon request. Further, our related persons will refrain from buying or selling the same securities prior to buying or selling for our clients on the same day. If related persons' accounts are included in a block trade, our related persons will always trade personal accounts last.

## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

Accelerate recommends the brokerage and custodial services of Fidelity and Charles Schwab, a securities broker-dealer and a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. The Custodians are registered broker-dealers that charge brokerage commissions or transaction fees for effecting securities transactions. As the qualified custodian holding your account, the Custodian does not generally charge Accelerate separately for custody services. They are compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed.

Transaction fees paid are one of, but not the only, criteria in recommending a Custodian. Clients may pay commissions that are higher than another qualified financial institution might charge to affect the same transaction where Accelerate determines that the commissions are reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Financial Institution's services and the fees for those services, including among others, the value of research provided, execution capability, commission rates, and responsiveness.

The Custodian makes products and services available to Accelerate that benefit Accelerate but may not directly benefit its Clients' accounts. Many of these products and services are used to service all or a substantial number of Accelerate accounts. Some of these products and services provided includes software and other technology that provides access to Client account data (such as trade confirmations and account statements); research, pricing, and other market data; facilitates payment of fees from Clients' accounts; and assists with back-office functions, recordkeeping, and Client reporting. When client brokerage commissions are used to obtain research or other products or services, Accelerate receives a benefit because we do not have to produce or pay for the research, products, or services. As a result of these services provided, commissions may be higher than those charged by other broker-dealers.

Soft dollar benefits are used to service all Client accounts; they are not used exclusively for the accounts that generated the soft dollar benefits. There is no effort to allocate soft dollar benefits to Clients in proportion to the amount of soft dollar benefits generated by each Client.

The amount of soft dollar benefits that are received depends on the volume of brokerage transactions that Accelerate places with the Custodian. The receipt of soft dollars creates a conflict of interest by giving a financial incentive to (1) have Clients pay more than the lowest possible commissions and transactions charges, (2) place more transactions in the Client's account, and (3) recommend only broker-dealers that provide soft dollar benefits.

**Directed Brokerage** - All Clients are serviced on a "directed brokerage basis". Accelerate will place trades within the account[s] established by the Client at Fidelity or Charles Schwab (the Custodians). All trades are executed within their respective advisory accounts. Accelerate will not engage in any principal transactions (i.e., trade of any security from or to Accelerate's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Accelerate does not select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. All trading costs are determined solely by the Custodian.

## **B. Aggregating and Allocating Trades**

Clients can benefit when trades are aggregated to obtain volume discounts on execution costs. Trade aggregation refers to the practice of combining orders for execution. When consistent with the duty to obtain best execution, multiple Client transactions will be aggregated into a single order in order to obtain the best price for Clients. In such circumstances, the accounts will share commission costs equally and receive securities at a total average price. Accelerate will retain records of the trade order (specifying each participating account) and its allocation, which will be completed prior to the entry of the aggregated order. Completed orders will be allocated as specified in the initial trade order. Partially filled orders will be allocated on a pro rata basis. Any exceptions will be explained on the order.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Account reviewers are the IARs responsible for each account. Formal reviews are generally conducted at least annually or more or less frequently depending on the needs of the Client. The Chief Compliance Officer conducts periodic reviews of trading activity and client accounts as a follow up measure to the representative reviews.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed because of major changes in economic conditions, changes in investment objectives, targeted allocation, current allocation, suitability, performance, monthly distributions, concentrated positions, diversification, and outside holdings. The Client is encouraged to notify Accelerate if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

## **C. Review Reports**

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. Accelerate may also provide Clients with periodic reports regarding their holdings, allocations, and performance, via email or written communication, depending on the Clients preference.

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

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### **A. Client Referrals from Promoters**

Accelerate may enter into one or more written agreements ("Promoter Agreements") with one or more unaffiliated individuals and/or organizations that refer clients to us. All Promoter Agreements will be in writing and comply with the requirements of Rule 206(4)-1 of the Investment Advisers Act of 1940 (the "Act"). While the specific terms of each Promoter Agreement may differ, a Promoter's compensation is generally based upon new client engagement and retention and is calculated using a varying percentage interest of the advisory fees paid to Accelerate by its clients. In all Promoter Agreements that we enter into, each Promoter must make certain representations regarding its licensing status, ethical standards and disciplinary history. Each Promoter must agree to advise us immediately of any change in such representations. In addition, the prospective client being referred to us will receive a copy of our "Disclosure Brochure," which is a then current copy of our ADV Part 2A; in addition to a document disclosing the referral arrangement and information on the fee being received by the Promoter for making the referral. Accelerate does not pay employees for client referrals.

## **Item 15 – Custody**

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The Firm is deemed to have custody of client funds and securities because you give it the authority to have fees deducted directly from your account. Authorization to trade in client accounts (discretion) is not deemed custody. The Firm also has custody when a client has a standing letter of authorization (SLOA) instructing the Firm to disperse funds or securities from the clients account to a third party. As such, our firm has adopted the following safeguards in conjunction with the account custodian:

- The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
- The client authorizes the investment adviser, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
- The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization and provides a transfer of funds notice to the client promptly after each transfer.
- The client has the ability to terminate or change the instruction to the client's qualified custodian.
- The Firm or representative has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.
- The Firm maintains records showing that the third party is not a related party of the Firm or located at the same address as the Firm.

The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

SEC rules permit the Firm to forego the independent auditor surprise examination required by rule 206(4)-2 ("Custody Rule") under the Investment Advisers Act of 1940 ("Advisers Act") if the seven conditions outlined above are met. If the Firm determines these conditions are not met, it will undergo a surprise examination by an independent auditor for those accounts that utilize third party standing letters of authorization.

The Firm's established procedures require that all client funds and securities must be held at a qualified custodian in a separate account for each client under that client's name. You or your representative will execute an agreement that establishes each account, therefore, you will know the qualified custodian's name and address as well as the way your funds or securities are maintained. Finally, the qualified custodian will deliver your account statements directly to you or your representative at least quarterly. You should carefully review those statements and compare them to any communication you receive from the Firm. If our firm decides to also send account statements to clients, such notice and account statements include a legend that recommends that the client compare the account statements received from the qualified custodian with those received from our firm. If you ever have questions about your statements, please feel free to contact the Firm, your representative or the qualified custodian.

## **Item 16 – Investment Discretion**

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Accelerate, through the terms of the investment advisory agreement, will generally have discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Accelerate.

## **Item 17 – Voting Client Securities**

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Accelerate does not accept proxy-voting responsibility for any Client. Clients will receive proxy statements directly from the Custodian. Accelerate will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

## **Item 18 – Financial Information**

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



# Privacy Policy

Effective Date: March 27, 2023

## Our Commitment to You

Accelerate Investment Advisors LLC ("Accelerate" or the "Adviser") 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 Adviser, 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 that we can to maintain that trust. Accelerate (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.

Accelerate 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 set forth in this Policy.

## Why do you need to know?

Registered Investment Advisers ("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?

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 Client's 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>  Accelerate 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 Accelerate 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 that we believe to be your authorized agent(s) or representative(s).	Yes	Yes
<b>Information About Former Clients</b>  Accelerate 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

### State-Specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
Massachusetts	In response to a Massachusetts law, Clients must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. We may disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.

### 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 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 at 888-439-7071.