

Item 1 Cover Page

Ironwood Wealth Management, Inc.

SEC File Number: 801-62555

FORM ADV PART 2A FIRM BROCHURE

Dated: March 18, 2023

**Contact: John Williams, Chief Compliance Officer
18 Chase Drive, Chase Park
Hurricane, WV 25526**

**Telephone: 304-760-6000
Facsimile: 304-760-6156**

www.ironwood-wealth.com

This brochure provides information about the qualifications and business practices of Ironwood Wealth Management, Inc. If you have any questions about the contents of this brochure, contact us at 304-760-6000. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Ironwood Wealth Management is also available on the SEC's website at www.adviserinfo.sec.gov. The searchable IARD/CRD number for Ironwood Wealth Management is 128699.

Ironwood Wealth Management is a registered investment adviser. References herein to as a "registered investment adviser" or any reference to being "registered" does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Since the last Annual Amendment filed on February 28, 2022, this Disclosure Brochure has been revised to enhance disclosure at Item 4 regarding our advisory services.

ANY QUESTIONS: Ironwood Wealth Management's Chief Compliance Officer, John Williams, remains available to address any questions that an existing or prospective client may have regarding this Brochure.

Item 3 Table of Contents

Contents

Item 1 Cover Page.....	1
Item 2 Summary of Material Changes.....	2
Item 4 Advisory Business	4
Item 5 Fees and Compensation.....	11
Item 6 Performance-Based Fees and Side-By-Side Management	14
Item 7 Types of Clients.....	14
Item 8 Methods of Analysis, Investment Strategies and Risk of Loss	15
Item 9 Disciplinary Information.....	17
Item 10 Other Financial Industry Activities and Affiliations	17
Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading ...	17
Item 12 Brokerage Practices	18
Item 13 Review of Accounts	20
Item 14 Client Referrals and Other Compensation.....	21
Item 15 Custody	21
Item 16 Investment Discretion.....	22
Item 17 Voting Client Securities.....	22
Item 18 Financial Information	22
Item 19 Requirements for State Registered Advisers.....	22
Item 20 Additional Information	22

Item 4 Advisory Business

A. About the Firm

Ironwood Wealth Management, Inc., a West Virginia corporation formed in 2002, is a registered investment adviser based in Hurricane, West Virginia. We have been providing investment advisory services since 2004. John D. Williams is the firm's principal owner.

As used in this brochure, the words "we," "our," "firm," and "us" refer to Ironwood Wealth Management, Inc., and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm. Also, you may see the term "Associated Person" throughout this brochure. This term refers to our firm's officers, employees, and all individuals providing investment advice on behalf of our firm.

B. Investment Management Services

As discussed below, we offer to our clients (individuals, business entities, pension and profit sharing plans, trusts, estates and charitable organizations, etc.) investment advisory services. You can determine to engage us to provide discretionary investment advisory services on a fee-only basis. Our annual investment advisory fee is based upon a percentage (%) of the market value of the assets placed under our management. We provide investment advisory services specific to the needs of each client. Before providing investment advisory services, an investment adviser representative will ascertain each client's investment objectives. Thereafter, we will allocate investment assets consistent with the designated investment objectives. Once allocated, we provide ongoing monitoring and review of account performance, asset allocation and client investment objectives.

These discretionary portfolio management services are offered on an ongoing and continuous basis. Our investment advice attempts to meet our clients' needs and investment objectives. If you participate in our discretionary portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization will allow our firm to determine the specific securities to be purchased or sold, the amount of securities, and transaction timing without your approval prior to each transaction. Discretionary authority is typically granted by the *Investment Advisory Agreement* you sign with our firm. You may limit our discretionary authority (for example, limiting the types of securities that can be purchased for your account) by providing our firm with your restrictions and guidelines in writing. On an exception basis, we may enter into non-discretionary arrangements. In the event that you enter into a non-discretionary arrangement with our firm, we must obtain your approval prior to executing any transactions on behalf of your account. You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis.

Please Note: Non-Discretionary Service Limitations. Clients that determine to engage us on a non-discretionary investment advisory basis must be willing to accept that we cannot effect any account transactions without obtaining prior consent to any such transaction(s) from you. Thus, in the event that we would like to make a transaction for a client's account (including in the event of an individual holding or general market correction), and the client is unavailable, we will be unable to effect the account transaction(s) (as we would for discretionary clients) without first obtaining your consent.

Financial Planning and Consulting Services (Stand-Alone). In addition to our portfolio management services, we may determine to provide financial planning and/or consulting services (including investment and non-investment related matters, and including estate planning, insurance planning, etc.) on a stand-alone separate fee basis. We offer financial planning services ranging from broad-based planning to general consulting on client directed projects. Financial planning will typically involve providing a variety of advisory services to clients regarding the management of their financial resources based upon an analysis of their individual needs. Our planning and consulting fees are negotiable, but generally range from \$250.00 on a fixed fee basis, and from \$250.00 on an hourly basis, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). The process typically begins with a complimentary introduction meeting during which the various services we provide are explained. If you decide to engage us for financial planning services, we will collect pertinent information about your personal and financial circumstances and objectives. As required, we will conduct follow-up interviews for the purpose of reviewing and/or collecting additional financial data. Once we review and analyze the information you provide to our firm, we will deliver a written plan or suggested course of action to you that attempts to help you achieve your stated financial goals and objectives.

The primary objective of this process is to allow our firm to assist you in developing a strategy which may help you achieve your particular financial goals and objectives based on the financial information you provide to our firm. You may also contract with us for on-going financial planning services that extend beyond the delivery of the plan or suggested course of action.

You are under no obligation to act on our financial planning recommendations generally. Should you choose to act on any of our recommendations, you are not obligated to implement the recommendations through any of our other investment advisory services or any Associated Persons of our firm. If requested by you, we may recommend the services of other professionals, for implementation purposes. If you engage any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional(s) (i.e. attorney, accountant, insurance agent, etc.), and not our firm, shall be responsible for the quality and competency of the services provided. Moreover, you may act on our recommendations by placing securities transactions with the brokerage firm of your choice. Please refer to Item 5 - Fees and Compensation below for additional disclosures on this topic.

Financial plans are based on your financial situation at the time we present the plan to you, and on the financial information you provide to our firm. In providing the contracted services, we are not required to verify any information we receive from you or from your other professionals (e.g. attorney, accountant, etc.) and we are expressly authorized to rely on the information you provide. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

Prior to engaging our firm to provide financial planning and/or consulting services, you will generally be required to enter into a *Financial Planning and Consulting Agreement* with us that sets forth the terms and conditions of the engagement, describes the scope of the services to be provided, and the portion of the fee that is due from you prior to our commencing services.

Corporate Retirement Plans. As part of our portfolio management services to a Corporate Retirement Plan, we may provide participant education and enrollment services. This supplemental service is designed to provide participants and eligible employees (non-participants) with information to allow them to make decisions about participating in the plan, suitability of allocations for a participant's portfolio, and enrollment classes to educate participants

on plan options and features. In all cases, these services are incidental to the portfolio management services provided to the Corporate Retirement Plan, and are provided within the fee schedule published below. While we do not assess additional fees for these services, participants may, independent from the Corporate Retirement Plan, contract with us for individualized portfolio management services.

MISCELLANEOUS

Limitations of Financial Planning and Non-Investment Consulting/Implementation Services. As indicated above, to the extent requested by you, we may provide financial planning and related consulting services regarding non-investment related matters, such as estate planning, tax planning, insurance, etc. for a separate and additional fee per the terms and conditions of a *Financial Planning and Consulting Agreement*. **Please Note:** We do not serve as an attorney or accountant, and no portion of our services should be construed as same. Accordingly, we do not prepare estate planning documents or tax returns. To the extent requested by a client, we may recommend the services of other professionals for certain non-investment implementation purpose (i.e. attorneys, accountants, insurance, etc.). You are under no obligation to engage the services of any such recommended professional. You retain absolute discretion over all such implementation decisions and are free to accept or reject any recommendation from us and/or our representatives (see Item 10 below). **Please Note:** If you engage any recommended unaffiliated professional, and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional(s) (i.e. attorney, accountant, insurance agent, etc.), and not our firm, shall be responsible for the quality and competency of the services provided. **Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above.**

Either party may terminate the Financial Planning and Consulting Agreement by providing hard copy written notice to the other party (email or electronic notice will not suffice), which written notice must be signed by the terminating party. You will incur a pro rata charge for services rendered prior to termination of the agreement. If you terminate the agreement and have contracted with us on a fixed-fee basis, you will be charged for services rendered based on our hourly rate of \$250 multiplied by the number of hours spent up to the time the cancellation notice was received by our firm. If you have prepaid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

Advisory Services to Retirement Plans/ Retirement Plan Consulting Services. As disclosed above, we offer various levels of advisory and consulting services to employee benefit plans ("Plan") and to the participants of such plans ("Participants"). The services are designed to assist plan sponsors in meeting their management and fiduciary obligations to Participants under the Employee Retirement Income Securities Act ("ERISA"). Pursuant to adopted regulations of the U.S. Department of Labor under ERISA Section 408(b)(2), we are required to provide the Plan's responsible plan fiduciary (the person who has the authority to engage us as an investment adviser to the Plan) with a written statement of the services we provide to the Plan, the compensation we receive for providing those services, and our status (which is described below).

The services we provide to your Plan and the compensation we receive for providing those services are described above, and in the service agreement that you have previously signed with our firm. We may, with consent of the Plan, and in accordance with Plan documents, bill out of pocket expenses (such as overnight mailings, messenger, translation fees, etc.) at cost. We do

not reasonably expect to receive any other compensation, direct or indirect, for the services we provide to the Plan or Participants.

In providing services to the Plan and Participants, our status is that of an investment adviser registered under the Investment Advisers Act of 1940, and we are not subject to any disqualifications under Section 411 of ERISA. In performing fiduciary services, we are acting either as a discretionary or non-discretionary fiduciary of the Plan as defined in Section 3(21) under ERISA.

To the extent that the plan sponsor engages us in an ERISA Section 3(21) capacity, we will assist with the selection and/or monitoring of investment options (generally open-end mutual funds and exchange traded funds) from which plan participants shall choose in self-directing the investments for their individual plan retirement accounts. If the plan sponsor chooses to engage us in an ERISA Section 3(38) capacity, we may provide the same services as described above, but may also create specific asset allocation models that we manage on a discretionary basis, which plan participants may choose in managing their individual retirement account, and/or modify the investment options made available to plan participants on a discretionary basis.

Retirement Rollovers-Potential for Conflict of Interest. A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon your age, result in adverse tax consequences). If we recommend that a client roll over their retirement plan assets into an account to be managed by us, such a recommendation creates a *conflict of interest* if we will earn new (or increase our current) compensation as a result of the rollover. When acting in such capacity, we serve as a fiduciary under the Employee Retirement Income Security Act (ERISA), or the Internal Revenue Code, or both. **No client is under any obligation to roll over retirement plan or IRA assets to an account managed by us, whether it is from an employer's plan or an existing IRA. Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the potential for conflict of interest presented by such rollover recommendation.**

Trustee Directed Plans. We may be engaged to provide discretionary investment advisory services to ERISA retirement plans, whereby the Firm shall manage Plan assets consistent with the investment objective designated by the Plan trustees. In such engagements, we will serve as an investment fiduciary as that term is defined under The Employee Retirement Income Security Act of 1974 ("ERISA"). We will generally provide services on an "assets under management" fee basis per the terms and conditions of an Investment Advisory Agreement between the Plan and the Firm.

Participant Directed Retirement Plans. We may also provide investment advisory and consulting services to participant directed retirement plans per the terms and conditions of a *Retirement Plan Services Agreement* between the plan and us. For such engagements, we shall assist the Plan sponsor with the selection of an investment platform from which Plan participants shall make their respective investment choices (which may include investment strategies devised and managed by us), and, to the extent engaged to do so, may also provide corresponding education to assist the participants with their decision making process.

Client Retirement Plan Assets. If requested to do so, we may elect to provide investment advisory services relative to 401(k) plan assets maintained by the client in conjunction with the retirement plan established by the client's employer. In such event, we shall allocate (or recommend that the client allocate) the retirement account assets among the investment options available on the 401(k) platform. Our ability shall be limited to the allocation of the assets among the investment alternatives available through the plan. We will not receive any communications from the plan sponsor or custodian, and it shall remain the client's exclusive obligation to notify Registrant of any changes in investment alternatives, restrictions, etc. pertaining to the retirement account.

Cybersecurity Risk. The information technology systems and networks that Registrant and its third-party service providers use to provide services to Registrant's clients employ various controls, which are designed to prevent cybersecurity incidents stemming from intentional or unintentional actions that could cause significant interruptions in Registrant's operations and result in the unauthorized acquisition or use of clients' confidential or non-public personal information. Clients and Registrant are nonetheless subject to the risk of cybersecurity incidents that could ultimately cause them to incur losses, including for example: financial losses, cost and reputational damage to respond to regulatory obligations, other costs associated with corrective measures, and loss from damage or interruption to systems. Although Registrant has established its systems to reduce the risk of cybersecurity incidents from coming to fruition, there is no guarantee that these efforts will always be successful, especially considering that Registrant does not directly control the cybersecurity measures and policies employed by third-party service providers. Clients could incur similar adverse consequences resulting from cybersecurity incidents that more directly affect issuers of securities in which those clients invest, broker-dealers, qualified custodians, governmental and other regulatory authorities, exchange and other financial market operators, or other financial institutions.

Portfolio Activity. We have a fiduciary duty to provide services consistent with your best interest. As part of our investment advisory services, we will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, market conditions, style drift, account additions/withdrawals, and/or a change in your investment objective. Based upon these factors, there may be extended periods of time when we determine that changes to a client's portfolio are neither necessary nor prudent. Of course, as indicated below, there can be no assurance that investment decisions made by us will be profitable or equal any specific performance level(s). Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Please Note: Cash Positions. We treat cash as an asset class. As such, all cash positions (money markets, etc.) shall be included as part of assets under management for purposes of calculating our advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), we may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending upon current yields, at any point in time, our advisory fee could exceed the interest paid by the client's money market fund. ANY QUESTIONS: Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective may have regarding the above fee billing practice.

Trade Errors. In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account.

Types of Investments/ Use of Mutual and Exchange Traded Funds. We primarily offer advice on mutual funds and exchange traded funds. Additionally, we may recommend other types of investments as needed. At our sole discretion, we may also advise you on any type of investment held in your portfolio at the inception of our advisory relationship, or on specific types of investments at your request. **Please Note:** Most mutual funds and exchange traded funds are available directly to the public. Thus, a prospective client can obtain many of the funds that may be utilized by us independent of engaging us as an investment advisor. However, if a prospective client determines to do so, he/she will not receive our initial and ongoing investment advisory services. **Please Note:** In addition to our investment advisory fee described below, and transaction and/or custodial fees discussed below, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

You may request that we refrain from investing in particular securities or certain types of securities. You must provide these restrictions to our firm in writing.

MoneyGuidePro: Account Aggregation. We may provide our clients with access to online platforms hosted by MoneyGuidePro ("MoneyGuide"). The MoneyGuide platform allows a client to view their complete asset allocation, including those assets that we do not manage (the "Excluded Assets"). We do not provide investment management, monitoring, or implementation services for the Excluded Assets. Therefore, we shall not be responsible for the investment performance of the Excluded Assets. You and/or your other advisors that maintain trading authority, and not us, shall be exclusively responsible for the investment performance of the Excluded Assets. In addition, MoneyGuide also provide access to other types of information, including financial planning concepts, which should not, in any manner whatsoever, be construed as services, advice or recommendations provided by us. We do not provide investment management, monitoring or implementation services for the Excluded Assets. If we are asked to make a recommendation as to any Excluded Assets, you are under absolutely no obligation to accept the recommendation, and we shall not be responsible for any implementation error (timing, trading, etc.) relative to the Excluded Assets. You may engage us to provide investment management services for the Excluded Assets pursuant to the terms and conditions of the *Investment Advisory Agreement* between us and you. Finally, we shall not be held responsible for any adverse results a client may experience if you engage in financial planning or other functions available on the MoneyGuide platform without our assistance or oversight.

Fee Dispersion. Our investment advisory fee is negotiable at our discretion, depending upon objective and subjective factors including but not limited to: the amount of assets to be managed; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professional(s) rendering the service(s); prior relationships with us and/or our representatives, and negotiations with you. As a result of these factors, similarly situated clients could pay different fees, the services to be provided by us to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above. **Our Chief Compliance Officer, John Williams, remains available**

to address any questions that a client or prospective client may have regarding the above fee determination.

Custodian Charges-Additional Fees. As discussed below at Item 12, when requested to recommend a broker-dealer/custodian for client accounts, we generally recommend that Charles Schwab and Co., Inc. (Schwab”), an unaffiliated and independent broker/dealer, serve as the broker-dealer/custodian for client investment management assets. Broker-dealers such as Schwab charge transaction fees for effecting certain securities transactions for your account. Schwab does not charge commission or transaction fees for direct equity, ETF or options trades in certain accounts based upon account size and method of statement and confirmation delivery. In situations where trades are undertaken directly by the client with trade desk assistance, commission charges may apply. The types of securities for which transaction fees, commissions, and/or other type fees (as well as the amount of those fees) shall differ depending upon the broker-dealer/custodian (while certain custodians, including Schwab do not currently charge fees on certain individual equity transactions, other custodians do). Please Note: there can be no assurance that Schwab will not change its transaction fee pricing in the future. Please Also Note: Schwab may also assess fees to clients who elect to receive trade confirmations and account statements by regular mail rather than electronically. The fees charged by Schwab, or any broker-dealer/custodian directed by you, are in addition to our advisory fee referenced in Item 5 below.

If you receive invoices from our firm, we encourage you to reconcile our invoices with the statement(s) you receive from the qualified custodian. If you find any inconsistent information between our invoice and the statement(s) you receive from the qualified custodian, please call our main office number located on the cover page of this brochure.

Either party may terminate the Investment Advisory Agreement upon hard copy written notice to the other party (email or electronic notice will not suffice), which written notice must be signed by the terminating party. You will incur a pro rata charge for services rendered prior to the termination of the agreement for services, which means you will incur advisory fees only in proportion to the number of days in the quarter for which you are a client. If you have pre-paid advisory fees that we have not yet earned, you will receive a prorated refund of those fees.

You may withdraw account assets on notice to our firm, and subject to the usual and customary securities settlement procedures. However, we design our portfolios as long-term investments and asset withdrawals may impair the achievement of your specific investment objectives.

Client Obligations. In performing our services, we shall not be required to verify any information received from the client or from the client’s designated professionals, and we are expressly authorized to rely thereon. Moreover, each client is advised that it remains his/her/its responsibility to promptly notify us if there is ever any change in his/her/its financial situation or investment objectives for the purpose of reviewing, evaluating or revising our previous recommendations and/or services.

Disclosure Statement. A copy of our written Brochure as set forth on Part 2A of Form ADV along with our Form CRS Relationship Summary, shall be provided to each client prior to, or contemporaneously with, the execution of the Investment Advisory Agreement or Financial Planning and Consulting Agreement.

Please Note: Investment Risk. Different types of investments involve varying degrees of risk, and it should not be assumed that future performance of any specific investment or investment

strategy (including the investments and/or investment strategies recommended or undertaken by Registrant) will be profitable or equal any specific performance level(s).

C. We shall provide investment advisory services specific to the needs of each client. Prior to providing investment advisory services, an investment representative will assist a client in ascertaining their investment objective(s). Thereafter, we shall allocate and/or recommend that you allocate investment assets consistent with the designated investment objective(s). You may, at any time, impose reasonable restrictions, in writing, on our services.

D. We do not participate in a wrap fee program.

E. Assets Under Management

As of January 1, 2023, we provided continuous management services for \$189,708,122 in client assets on a discretionary basis.

Item 5 Fees and Compensation

A. Investment Management Services

If a client determines to engage us to provide discretionary or non-discretionary investment advisory services on a negotiable *fee-only* basis, we are compensated based upon a percentage of the assets in each individual account you have under our management. That is, our annual fee for investment management services shall be based upon a percentage (%) of the market value of the assets in a client billing group or account subject to investment management fees in accordance with the schedule(s) below. Multiple accounts in same household or similarly related accounts may potentially be considered for aggregation for the billing calculation at our discretion dependent on the relationship with and services provided to the client. No increase in the annual fee percentage shall be effective without prior written notification to you.

Billing Group/Account(s)	Annual Fee*
\$0 - \$1,000,000 (first \$1,000,000)	0.9%
\$1,000,001 - \$2,000,000 (next \$1,000,000)	0.6%
\$2,000,001 & above (amounts above \$2,000,000)	0.5%

***When client billing groups/accounts are below \$500,000, the annual fee shall be 1%. Billing Example:** 1) If a client has \$2,000,000 in a client billing group/account under management with Adviser, the first \$1,000,000 is billed at 0.9%. The next \$1,000,000 is billed at 0.6%. 2) If a client has \$250,000 in a client billing group/account under management with Adviser, it is billed at 1%. Minimum quarterly investment management fee shall be \$250 per client billing group/account. Client Billing Groups/Accounts greater than \$5,000,000 may potentially be considered for a customized fee at Adviser's sole discretion dependent on the relationship with and services provided to Client.

Upon our written notice, our asset management fees may be increased or decreased based on the characteristics of your situation, including complexity; type and/or number of client accounts; amount and degree of initial and ongoing services; and the probability of future substantial

contributions or withdrawals to or from your account(s), among others. Clients may have alternate fee arrangements.

Fee Dispersion. Our investment advisory fee is negotiable at our discretion, depending upon objective and subjective factors including but not limited to: the amount of assets to be managed; portfolio composition; the scope and complexity of the engagement; the anticipated number of meetings and servicing needs; related accounts; future earning capacity; anticipated future additional assets; the professional(s) rendering the service(s); prior relationships with us and/or its representatives, and negotiations with you. As a result of these factors, similarly situated clients could pay different fees, the services to be provided by us to any particular client could be available from other advisers at lower fees, and certain clients may have fees different than those specifically set forth above. **Ironwood Wealth Management's Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above fee determination.**

Financial Planning and Consulting Services (Stand-Alone) Planning and consulting fees are negotiable, depending upon the level and scope of the service(s) required and the professional(s) rendering the service(s). Financial planning services are provided on either a fixed or hourly fee basis in accordance with the following fee schedule:

Fixed fees or hourly fees for financial planning services begin at \$250 and may increase depending upon the scope of the requested services and the complexity of your financial situation. Generally, we require payment of one-half of the financial planning/consulting fee upon entering into the agreement for services. The remaining balance is due and payable upon delivery of the financial plan or completion of the agreed upon services. For clients that choose to contract with us for on-going financial planning services, we generally require the payment of these fees monthly in arrears. Under no circumstances will we require prepayment of a fee more than six months in advance and in excess of \$1200.

Retirement Plan Consulting Fees. Retirement plan consulting services are offered on a fee basis as a percentage of the market value of the plan assets. Factors considered in determining the fee includes the specific services requested by the plan sponsor, plan complexity, type of plan, total value of assets in the plan, total number of eligible employees, number of active participants as well as the number and location of the facilities operated by the plan sponsor. Retirement plan consulting fees shall either be charged monthly or quarterly, in arrears, based upon the market value of the plan assets on the last day of the previous period. The annual asset based fee may be customized depending on a variety of factors but generally shall be between 0.25% and 1.00% of the market value of the plan assets. These factors include, but are not limited to, the amount of the assets placed under our management, the level and scope of the overall investment advisory services to be rendered and the complexity of the engagement.

B. Clients may elect to have our advisory fees deducted from their custodial account. Both our Investment Advisory Agreement and the custodial/clearing agreement may authorize the custodian to debit the account for the amount of our investment advisory fee and to directly remit that management fee to us in compliance with regulatory procedures. In the limited event that we bill you directly, payment is due upon receipt of our invoice.

We shall deduct fees and/or bill clients quarterly in advance, based upon the market value of the assets on the last business day of the previous quarter. The management fee for the first billing will be pro-rated for accounts that are placed under management after the beginning of the quarter. If assets are deposited after the inception of a quarter, the fee chargeable with respect to such assets

as of the next calculation date will be prorated based on the number of days during the quarter the assets were held in the account. For valuation purposes the assets will be treated as if they were held in the account as of the end of the quarter. Client will be entitled to a pro rata refund of any pre-paid quarterly fee based upon the number of days remaining in the quarter after termination

C. The custodian holding your funds and securities may, on occasion and solely at their discretion, charge fees to you for other services you request in addition to the compensation they receive for custodial services (such as wire transfers or bill pay fees) provided to you. Also, it is the current practice of certain custodians to charge a "flat" transaction fee to you on trades executed at other brokers. We do not share in any portion of these additional fees.

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and exchange traded funds. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You may also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost, you will incur, you should review all the fees charged by mutual funds, exchange traded funds, our firm, and others. For information on our brokerage practices, please refer to *Item 12 - Brokerage Practices* below.

As discussed below, unless you direct otherwise or an individual client's circumstances require, we shall generally recommend that Schwab serve as the broker-dealer and custodian for client investment management assets. Broker-dealers such as Schwab may charge brokerage commissions and/or transaction fees for effecting certain securities transactions (i.e. transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and fixed income securities transactions). In addition to our investment management fee, brokerage commissions and/or transaction fees, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g. management fees and other fund expenses).

We will deduct our fee directly from your account through the qualified custodian holding your funds and securities. We will deduct our advisory fee only when you have given our firm written authorization permitting the fees to be paid directly from your account. Further, the qualified custodian will deliver an account statement to you at least quarterly. These account statements will show all disbursements from your account. You should review all statements for accuracy. In some circumstances, and in our sole discretion, we may send you an invoice for the payment of our management fee.

D. Our annual investment advisory fee shall be prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. The Investment Advisory Agreement between us and you will continue in effect until terminated by either party by written notice in accordance with the terms of the Investment Advisory Agreement. Upon termination, we shall refund the pro-rated portion of the advanced advisory fee paid based upon the number of days remaining in the billing quarter.

E. Neither we, nor our representatives accept compensation from the sale of securities or other investment products.

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

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described in *Item 5 – Fees and Compensation*, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We typically offer investment advisory services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations, and other business entities. In general, we require an initial minimum of \$100,000 for portfolio management with a minimum annual fee of \$1,000 per client to open and maintain an advisory account. At our discretion, we may waive this minimum account size. For example, we may waive the minimum if you appear to have significant potential for increasing your assets under our management. We may also combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts to meet the stated minimum.

We, in our sole discretion, may charge a lesser investment advisory fee, waive or modify its account minimum or minimum fee, and/or a charge a flat fee based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, competitive pricing, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees. Please Also Note: If you maintain less than \$100,000 of assets under our management, and are subject to the \$1,000 minimum fee, you will pay a higher percentage annual fee than the 1.00% referenced in the fee schedule at Item 5 above.

ANY QUESTIONS: Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding advisory fees.

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

A. We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

- Fundamentally Based Analysis - involves reviewing asset classes, or sectors or securities in an attempt to determine if they are over or undervalued.
- Technical Analysis - studying past patterns and trends in the financial markets in an attempt to determine direction.
- Investment Manager Review and Analysis - studying various characteristics of mutual funds, exchange traded funds, and other vehicles.
- Quantitative Analysis - involves reviewing various mathematic models or ratios
- Long Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.
- Short Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

We have to rely on various sources of information and various third party providers to conduct analysis and reviews. Your restrictions and guidelines may affect the composition of your portfolio.

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you continuously consult with a tax professional prior to and throughout the investing of your assets.

Moreover, as a result of revised IRS regulations, custodians and broker-dealers will begin reporting the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the "first-in, first-out" ("FIFO") accounting method for calculating the cost basis of your investments, however, in certain instances Schwab may default to average cost basis for mutual funds. You are responsible for contacting your tax advisor to determine if this accounting method is the right choice for you. If your tax advisor believes another accounting method is more advantageous, please provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Please note that decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in all types of securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

B. Our methods of analysis and investment strategies do not present any significant or unusual risks.

However, every method of analysis has its own inherent risks. To perform an accurate market analysis, we must have access to current/new market information. We have no control over the

dissemination rate of market information; therefore, unbeknownst to us, certain analyses may be compiled with outdated market information, severely limiting the value of our analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Our primary investment strategies - Longer Term Purchases and Shorter Term Purchases - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy.

Currently, we include the following asset allocation investment strategies:

- Conservation
- Conservatively Balanced
- Balanced
- Growth
- Aggressive Growth

We may make adjustments to the strategy allocations using the asset allocation guideline ranges for each strategy

C. As disclosed above in *Item 4 - Advisory Business*, we primarily recommend mutual funds and exchange traded funds. Each type of security has its own unique set of associated risks and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely, and there is no assurance that any security will be profitable or suitable for a particular client's portfolio. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with it, but a low returning vehicle may decline substantially as well.

Mutual funds and exchange traded funds (ETFs), which include index funds, are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, other types of mutual funds do charge such fees which can also reduce returns. While we have not used the types of Mutual Funds that charge a load fee to buy in or sell out of in the past, the possibility exists that we could. In the event we do, we will not share in such load fees. Mutual funds can also be "closed end" or "open end." So-called "open end" mutual funds continue to allow in new investors indefinitely which can dilute other investors' interests.

Item 9 Disciplinary Information

We are required to disclose all material facts regarding any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of management. We do not have any required disclosures under this item.

Item 10 Other Financial Industry Activities and Affiliations

- A.** Neither we, nor our representatives, are registered or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.
- B.** Neither we, nor our representatives, are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or a representative of the foregoing.
- C.** Neither we, nor our representatives, in their individual capacities, maintain any relationship or arrangement that is material to our advisory business.
- D.** We do not recommend or select other investment advisors for our clients.

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

A. Description of Code of Ethics

We have adopted a Code of Ethics that sets the standard of conduct expected to comply with applicable securities laws. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. We adhere strictly to these guidelines. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about you or your account holdings by persons associated with our firm. You may contact us at 304-760-6000 to request a copy of our Code of Ethics.

B. Participation or Interest in Client Transactions

Neither our firm nor any of our Associated Persons recommends, buys, or sells for client accounts, securities in which we or any of our Associated Persons have a material financial interest.

C. Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. This practice may create a situation where we and/or our representatives are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if we did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of our clients) and other potentially abusive practices.

We have a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of our "Access Persons". Our securities transaction policy requires that each of our Access Persons must provide the Chief Compliance Officer or his/her designee with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period thereafter on a date we select; provided, however that at any time that we have only one Access Person, he or she shall not be required to submit any securities report described above.

These requirements are not applicable to: (i) direct obligations of U.S. government; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds; and (v) shares of exchange traded funds.

D. We and/or our representatives may buy or sell securities, at or around the same time as those securities are recommended to clients. This practice creates a situation where we and/or our representatives are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. As indicated above in Item 11.C, we have a personal securities transaction policy in place to monitor the personal securities transaction and securities holdings of each of our Access Persons.

Item 12 Brokerage Practices

A. We will recommend a custodian to clients such as Schwab, and possibly others, to open client accounts, hold funds and other services. Prior to engaging us to provide investment management services, you will be required to enter into a formal *Investment Advisory Agreement* with us setting forth the terms and conditions under which we shall advise on your assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

Factors that we consider in recommending Schwab (or any other broker-dealer/custodian to clients) include historical relationship with us, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and transaction fees (to the extent that such commission and transaction fees are payable) paid by our clients shall comply with our duty to obtain best execution, a client may pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where we determine, in good faith, that the transaction fee is reasonable. 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 broker-dealer's services, including the value of research provided, execution capability, transaction rates, and responsiveness. Accordingly, although we will seek competitive rates, it may not necessarily obtain the lowest possible rates for client account transactions. Transaction fees charged by the designated broker-dealer/custodian are exclusive of, and in addition to, our investment advisory fee.

When recommending a custodian, we will attempt to minimize the total cost for all brokerage services paid by you. However, it may be the case that the recommended custodian charges a higher fee for a particular type of service, such as commission rates, than can be obtained from another custodian. Best execution is not measured solely by reference to commission rates.

Paying a broker a higher commission rate than another broker might charge is permissible if the difference in cost is reasonably justified by the quality of the brokerage services offered. We do not obligate ourselves to seek the lowest transaction charges in all cases except to the extent that it contributes to the overall goal of obtaining the best results for your account. There is no requirement that you use the broker that we recommend; however, we reserve the right to not accept your account if you choose to select a different broker or dealer.

1. Research and Benefits

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, it is expected that our firm will receive some economic benefits, for example, research and access to investment consultants, from various custodians in connection with utilizing their brokerage services on behalf of your account. Research products and services we may receive from custodians and brokerage firms, including Schwab investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services, discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support, computer hardware and/or software and/or other products used by us in furtherance of its investment advisory business operations. Such research products and services are provided to all investment advisers that utilize Schwab and are not considered to be paid for with soft dollars. However, the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts another broker who did not provide research services or products might charge.

Associated Persons of our firm may, from time to time, attend conferences offered by various vendors and/or wholesalers. These conferences may be offered to these persons at a discounted price or no cost.

As indicated above, certain of the support services and/or products that *may* be received may assist us in managing and administering client accounts. Others do not directly provide such assistance, but rather assist us to manage and further develop our business enterprise.

Specifically, we have entered into a one-time agreement with Schwab where Schwab provided payment to a vendor on our behalf that provides technology and professional services to our firm. The amount of the payment made by Schwab was tied to the recognition of certain levels of managed client assets to be included on Schwab's institutional custodial platform.

Our clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by us to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.

2. We do not receive referrals from broker-dealers.

3. Directed Brokerage

In limited circumstances, and at our discretion, some clients may instruct our firm to use one or more particular brokers for the transactions in their accounts (directed brokerage arrangements). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and we will not seek better execution services or prices from other broker-dealers or be able to “batch” the client's transactions for execution through other broker-dealers with orders for other accounts managed by us. As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

Please Note: In the event that the client directs us to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through us. Higher transaction costs adversely impact account performance.

Please Also Note: Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.

B. Block Trades

Transactions for each client generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may, but are not obligated to, combine multiple orders for shares of the same securities purchased for advisory accounts we manage (this practice is commonly referred to as “block trading”). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Subject to our discretion regarding factual and market conditions, when we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs on any given day. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Item 13 Review of Accounts

We monitor client portfolios as part of an ongoing process while regular account reviews are conducted at least quarterly. You are encouraged to discuss your needs, goals, and objectives with our firm, and to keep us informed of any changes in this information. Additional reviews may be conducted at your request, or based on various circumstances, including, but not limited to, contributions and withdrawals, year-end tax planning, market moving events, changes in your financial situation, and/or, changes in your risk/return objectives. All investment supervisory clients are advised that it remains their responsibility to advise us of any changes in their

investment objectives and/or financial situation. All clients (in person or via telephone) are encouraged to review financial planning issues (to the extent applicable), investment objectives and account performance with us on at least an annual basis.

John D. Williams, CIMA®, our President, currently performs client account reviews. The individuals conducting reviews may vary from time to time, as personnel join or leave our firm.

We may conduct account reviews on an other than periodic basis upon the occurrence of a triggering event, such as a change in client investment objectives and/or financial situation, market corrections and client request.

You will receive account statements and transaction confirmations, at least quarterly, directly from your account custodian. Additionally, we *may* provide periodic portfolio review reports. If you receive reports from our firm, we encourage you to reconcile our reports with those received from the qualified custodian. If you find your holdings differ between these two statements, please call our main office number located on the cover page of this brochure.

Item 14 Client Referrals and Other Compensation

A. As referenced in Item 12.A.1 above, we receive an economic benefit from Schwab. We, without cost (and/or at a discount), receive support services and/or products from Schwab.

Our clients do not pay more for investment transactions effected and/or assets maintained at Schwab as a result of this arrangement. There is no corresponding commitment made by us to Schwab or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products as a result of the above arrangement.

Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above arrangement and any corresponding conflict of interest.

B. We do not compensate any non-supervised person for client referrals.

Item 15 Custody

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. This ability to deduct our advisory fees from your accounts causes our firm to exercise limited custody over your funds or securities. We do not have physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other independent, qualified custodian. You will receive account statements from the independent, qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

Please Note: To the extent that we provide clients with periodic account statements or reports, the client is urged to compare any statement or report provided by us with the account statements received from the account custodian. The account custodian does not verify the accuracy of the Registrant's advisory fee calculation

If you have a question regarding your account statement or if you did not receive a statement from your custodian, contact our firm at 304-760-6000.

Item 16 Investment Discretion

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement. You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s), and the commission rates to be paid, without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to *Item 4 - Advisory Business* for more information on our discretionary management services.

If you enter into non-discretionary arrangements with our firm, we will obtain your approval prior to the execution of any transactions for your account(s). You have an unrestricted right to decline to implement any advice provided by our firm on a non-discretionary basis. Refer to the *Advisory Business* section above for more information on our non-discretionary management services.

Item 17 Voting Client Securities

Without exception, we will not vote proxies on behalf of your advisory accounts. However, at your request, we may offer you advice regarding the exercise of your proxy voting rights.

Item 18 Financial Information

We are not required to provide financial information to our clients because we do not:

- require the prepayment of more than \$1,200 in fees and six or more months in advance, or
- take custody of client funds or securities, or
- have a financial condition that is reasonably likely to impair our ability to meet our commitments to you.

We have not been the subject of a bankruptcy petition.

Item 19 Requirements for State Registered Advisers

We are a federally registered investment adviser; therefore, we are not required to respond to this item.

Item 20 Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any nonaffiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Contact our firm at the telephone number on the cover page of this brochure if you have any questions regarding this policy.

ANY QUESTIONS: Our Chief Compliance Officer, John Williams, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements.

John David Williams

Ironwood Wealth Management, Inc.

**FORM ADV PART 2B, BROCHURE SUPPLEMENT
March 18, 2023**

**Contact: John Williams, Chief Compliance Officer
18 Chase Drive, Chase Park
Hurricane, WV 25526**

**Telephone: 304-760-6000
Facsimile: 304-760-6156**

www.ironwood-wealth.com

This brochure supplement provides information about John D. Williams that supplements the Ironwood Wealth Management, Inc. brochure. You should have received a copy of that brochure. Please contact our firm at 304-760-6000 if you did not receive Ironwood Wealth Management's brochure or if you have any questions about the contents of this supplement.

Additional information about John D. Williams is available on the SEC's website at www.adviserinfo.sec.gov.

Item 2 Educational Background and Business Experience

John D. Williams, CIMA®

Year of Birth: 1963

Formal Education:

- A.A.S., West Virginia State University, 1989.
- B.S., University of Charleston, 1995.
- Denver College of Financial Planning, Chartered Retirement Planning CounselorSM (CRPC®), 1998.
- The Wharton School of the University of Pennsylvania in conjunction with Investment Management Consultants Association, Certified Investment Management Analyst® (CIMA®), 2000.
- Denver College of Financial Planning, Accredited Asset Management SpecialistSM (AAMS®), 2007.

Business Background for the Previous Five Years:

- Ironwood Wealth Management, Inc. and its predecessor firm, President, 12/2001 to Present.
- Purshe Kaplan Sterling Investments, Registered Principal, 1/2004 to 2/2014.

Accredited Asset Management SpecialistSM "AAMS®"

Mr. Williams has held the designation of Accredited Asset Management Specialist (AAMS®) since 2007. The AAMS® is awarded by the College for Financial Planning to investment professionals who complete its 12-module AAMS® Professional Education Program, pass an examination, commit to a code of ethics and agree to pursue continuing education. Continued use of the AAMS® designation is subject to ongoing renewal requirements. Every two (2) years the designee must renew their right to continue using the AAMS® designation by completing 16 hours of continuing education and reaffirming to abide by the Standards of Professional Conduct.

Chartered Retirement Planning CounselorSM "CRPC®"

Mr. Williams has held the designation of Chartered Retirement Planning Counselor (CRPC®) since 1998. The College of Financial Planning® awards the CRPC® designation to applicants who complete the CRPC® professional education program, pass a final examination, commit to a code of ethics and agree to pursue continuing education. Continued use of the CRPC® designation is subject to ongoing renewal requirements. Every two (2) years the designee must renew their right to continue using the CRPC® designation by completing 16 hours of continuing education and reaffirming to abide by the Standards of Professional Conduct.

Certified Investment Management Analyst® "CIMA®"

Mr. Williams has held the designation of Certified Investment Management Analyst® (CIMA®) since 2000. The CIMA® certification signifies that an individual has met initial and on-going experience, ethical, education, and examination requirements for investment management consulting, including advanced investment management theory and application. The designation is administered through the Investments & Wealth Institute®. Prerequisites for the CIMA® certification are three years of financial services experience and an acceptable regulatory history. To obtain the CIMA® certification, candidates must complete an executive education program through a registered education provider and pass a comprehensive certification exam. CIMA® designees are required to adhere to the Investments & Wealth Institute's® Code of Professional Responsibility and the appropriate use of the certification marks. CIMA® designees must report 40 hours of continuing education credits, including two ethics hours, every two years to maintain the certification.

Item 3 Disciplinary Information

None

Item 4 Other Business Activities

- A. Mr. Williams is not actively engaged in any other investment-related businesses or occupation
- B. Mr. Williams is not actively engaged in any business or occupation for compensation that is responsive to this item.

Item 5 Additional Compensation

None. Also, please refer to the *Fees and Compensation* section of our firm brochure for additional disclosures on this topic.

Item 6 Supervision

Ironwood Wealth Management provides investment advisory and supervisory services in accordance with its policies and procedures manual. The primary purpose of our Rule 206(4)-7 policies and procedures is to comply with the supervision requirements of Section 203(e)(6) of the Investment Advisers Act of 1940 (the "Act"). Our Chief Compliance Officer, John Williams, is primarily responsible for the implementation of our policies and procedures and overseeing the activities of our supervised persons. Should an employee, independent contractor, investment adviser representative, or promoter of ours have any questions regarding the applicability/relevance of the Act, the Rules thereunder, any section thereof, or any section of the policies and procedures, he/she should address those questions with the Chief Compliance Officer. Should a client have any questions regarding our supervision or compliance practices, please contact John Williams at (304) 760-6000.