

Meridian Wealth Advisors, LLC

Form ADV Part 2A – Disclosure Brochure

Effective: March 24, 2023

This Form ADV Part 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Meridian Wealth Advisors, LLC (“MWA” or the “Advisor”). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at 512-717-5580.

MWA is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training.

Additional information about MWA and its Advisory Persons is available on the SEC's website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282609.

Meridian Wealth Advisors, LLC
3600 N. Capital of Texas Highway, Building B, Suite 150
Austin, TX 78746
Telephone: 512-717-5580
www.meridianadvisors.com

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisors to amend their brochure when information becomes materially inaccurate. If there are any material changes to an advisor's disclosure brochure, the advisor is required to notify you and provide you with a description of the material changes.

Material Changes

The following material changes have been made to this Disclosure Brochure since the last filing and distribution to Clients:

- The Advisor now offers Private Placement Consulting Services. Please see Items 4 and 5 for more information.
- The Advisor has amended its requirements for minimum relationship size and minimum annual fee. Please see Item 7 for more information.
- The Advisor has amended its fees for wealth management services. Please see Item 5 for more information.

You may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282609. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (512) 717-5580.

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Item 4 Advisory Business

Description of Firm

Meridian Wealth Advisors, LLC ("MWA" or the "Advisor") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The Advisor is organized as a limited liability company ("LLC") under the laws of the State of Texas. The Advisor has been providing investment advisory services since April 2016. MWA is owned directly or indirectly by Joshua Leigh Galatzan (Managing Partner, Managing Member, Chief Compliance Officer), Kerwin ("Kirk") R. Price (Managing Partner, Member), Meagan K. Moll (Partner, Member), and Brian Noonan (Managing Partner).

The following paragraphs describe the Advisor's services and fees. Refer to the description of each investment advisory service listed below for information on how MWA tailors advisory services to your individual needs.

Wealth Management and Investment Advisory Services

MWA offers comprehensive Wealth Management and Investment Advisory Services designed to help Clients manage their financial situation. Such services generally include the following:

- Portfolio Management Services
- Financial Planning Services
- Asset Allocation Services
- Financial Consulting Services
- Pension Consulting

● Portfolio Management Services

MWA offers discretionary portfolio management services. The Advisor's investment advice is tailored to meet Client needs and investment objectives. MWA offers advice on equity securities, corporate debt securities (other than commercial paper), certificates of deposit, municipal securities and mutual fund shares, private fund investments, options and exchange traded funds ("ETFs").

Additionally, MWA may advise Clients on various types of investments based on the Client's stated goals and objectives. MWA may also provide advice on any type of investment held in your portfolio at the inception of the advisory relationship. If Clients participate in MWA's discretionary portfolio management services, MWA requires Client to grant MWA discretionary authority to manage your account. Discretionary authorization will allow MWA to determine the specific securities, and the amount of securities, to be purchased or sold for your account without your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with the Advisor and the appropriate trading authorization forms. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

MWA may also offer non-discretionary portfolio management services. If Clients enter into non-discretionary arrangements with the Advisor, MWA must obtain Client approval prior to executing any transactions on behalf of your account. Clients have an unrestricted right to decline to implement any advice provided by the Advisor on a non-discretionary basis. Non-discretionary portfolio management services involve managing certain investment products that are not maintained at the Client's primary custodian, such as variable life insurance and annuity contracts and assets held in employer sponsored retirement plans and qualified tuition plans (i.e., 529 plans). In these situations, MWA directs or recommends the allocation of Client assets among the various investment options available with the product. These assets are generally maintained at the underwriting insurance company or the Custodian designated by the product's provider.

As part of MWA's portfolio management services, in addition to other types of investments (see disclosures below in this section), MWA may invest your assets according to one or more model portfolios developed by MWA. These models are designed for investors with varying degrees of risk tolerance ranging from a more aggressive investment strategy to a more conservative investment approach. Clients whose assets are invested in model portfolios may not set restrictions on the specific holdings or allocations within the model, nor the types of securities that can be purchased in the model.

Selection of Other Advisors – If it's in the best interest of the Client, MWA will also recommend the services of a third party money manager ("TPMM") to manage all, or a portion of, your investment portfolio. After gathering information about a Client's financial situation and objectives, MWA may recommend that Clients engage a specific TPMM or investment program. Factors that the Advisor takes into consideration when making recommendation(s) include, but are not limited to, the following: the TPMM's performance, methods of analysis, fees, the Client's financial needs, investment goals, risk tolerance, and investment objectives. MWA will monitor the TPMM(s)' performance to ensure its management and investment style remains aligned with your investment goals and objectives.

Retirement Accounts- When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts ("IRAs"), the Advisor is a fiduciary 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. When deemed to be in the Client's best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

● **Financial Planning Services**

MWA offers financial planning services which typically involve providing a variety of advisory services to Clients regarding the management of their financial resources based upon an analysis of the Client's individual needs. These services can range from broad-based financial planning to consultative or single subject planning. Clients that retain MWA for financial planning services, will meet with Clients to gather information about your financial circumstances and objectives. MWA may also use financial planning software to determine a Client's current financial position and to define and quantify your long-term goals and objectives. Once those long-term objectives (both financial and non-financial) are determined, MWA will develop shorter-term, targeted objectives. MWA reviews and analyzes the information Clients provide to MWA and the data derived from the financial planning software, MWA will deliver a written plan, designed to help achieve the Client's stated financial goals and objectives.

Financial plans are based on a Client's financial situation at the time MWA develops the plan, and on the financial information provided to MWA. Clients are asked to promptly notify MWA if the financial situation, goals, objectives, or needs change.

Clients are under no obligation to act on MWA's financial planning recommendations. Should a Client choose to act on any recommendation, the Client is not obligated to implement the financial plan through any of MWA's other investment advisory services. Moreover, Clients may act on MWA's recommendations by placing securities transactions with any brokerage firm.

● **Asset Allocation Services**

MWA offers asset allocation services that are tailored to meet Client needs and investment objectives. Asset allocation services involve the gathering of information about the Client's financial situation and objectives, and assisting Clients in determining investment goals, objectives, risk tolerance, and retirement plan time horizon. MWA will initially provide you with recommendations as to how to allocate your investments among categories of assets. MWA will then review your account on a periodic basis. Where appropriate, MWA will provide you with recommendations to change your asset allocation in an effort to remain consistent with the Client's stated financial objectives. Clients are free at all times to accept or reject any of MWA's investment recommendations. Clients are solely responsible for implementing the recommendations. Unless Clients separately retain the services of MWA, MWA will not execute any transactions or changes in asset allocation on a Client's behalf.

● **Financial Consulting Services**

MWA offer financial consulting services that primarily involve advising Clients on specific financial-related topics. The topics addressed may include, but are not limited to, risk assessment/management, investment planning, financial organization, or financial decision making/negotiation. Clients are under no obligation to act on MWA's financial consulting recommendations. Should a Client choose to act on any recommendation, the Client is not obligated to implement the financial plan through any of MWA's other investment advisory services. Moreover, Clients may act on MWA's recommendations by placing securities transactions with any brokerage firm.

Providing Financial Planning or Financial Consulting Services recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor.

● **Pension Consulting Services**

MWA offers pension consulting services, on either a non-discretionary (ERISA 3(21)) basis, or a discretionary (ERISA 3(38)) to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. In general, these services may include an existing plan review and analysis, plan-level advice regarding fund selection and investment options, investment management services, investment policy statement ("IPS") design and monitoring, performance reporting, benchmarking services, investment performance monitoring, and/or ongoing consulting. These pension consulting services will generally be non-discretionary and advisory in nature. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor or other named fiduciary.

The Advisor may also assist with participant enrollment meetings and provide investment-related educational seminars to plan participants on such topics as:

- Diversification
- Asset allocation
- Risk tolerance
- Time horizon

Our educational seminars may include other investment-related topics specific to the particular plan.

MWA may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the

plan documents. These services are provided by MWA serving in the capacity as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In accordance with ERISA Section 408(b)(2), the Plan Sponsor is provided with a written description of MWA's fiduciary status, the specific services to be rendered and all direct and indirect compensation the Advisor reasonably expects under the engagement.

In performing these services, MWA is not required to verify any information received from the Client or from the Client's other professionals (e.g., attorneys, accountants, etc.) and is expressly authorized to rely on such information.

At no time will MWA accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within the designated account[s] at the Custodian, pursuant to the terms of the advisory agreement. Please see Item 12 – Brokerage Practices.

- **Private Placement Consulting Services**

MWA offers private placement consulting services to qualified Clients. Private placement consulting services involve introductions to private investment opportunities that MWA will regularly supervise and recommend transactions on a non-discretionary basis. All recommendations made by MWA are based upon an analysis of each Client's current situation, goals, and objective. Clients have an unrestricted right to decline any private placement consulting advice provided by the Advisor on a non-discretionary basis.

Wrap Fee Programs

MWA does not manage or place Client assets into a wrap fee program. Wealth Management and Investment Advisory services are provided directly by MWA.

Assets Under Management

As of December 31, 2022, MWA manages \$1,061,409,432 in Client assets, \$1,047,654,559 of which are managed on a discretionary basis and \$13,754,873 on a non-discretionary basis. MWA also oversees \$20,670,106 in assets under advisement. Clients may request more current information at any time by contacting the Advisor.

Item 5 Fees and Compensation

Wealth Management and Investment Advisory Services

As noted above, the Advisor offers comprehensive Wealth Management and Investment Advisory Services which consists of various types of services. MWA will generally charge a percentage of the assets under management as described more fully below. Fees for each Client are based upon consideration of a number of factors, including the complexity and scope of the services to be provided, the amount of assets under management, and any special service needs of the Client.

On occasion, and at the Advisor's sole discretion, MWA may charge some Clients on a fixed fee basis, but this determination is made on a client by client basis. Fees are payable quarterly in advance based on a valuation of the Client's account at beginning of each quarterly period, but such advisory fees are not collected for services to be performed more than six months in advance. A pro-rated fee will be assessed to any Client account opened intra-quarter.

- **Portfolio Management Services**

MWA's fee for portfolio management services is based on a percentage of the assets in your account and is set forth in the following annual fee schedule:

Annual Fee Schedule

Assets Under Management	Annual Fee
On the First \$2,500,000	1.00%
On the Next \$2,500,000	0.65%
On the Next \$5,000,000	0.60%
On the Next \$10,000,000	0.55%
Over \$20,000,000	Negotiable

The annual portfolio management fee is billed and payable, quarterly in advance of each calendar quarter, based on the assets under management at end of the previous calendar quarter. Certain legacy clients may be billed under a different fee schedule.

If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, the fees will apply on a pro rata basis from the inception date of the accounts to the end of the first quarter.

MWA's advisory fee is negotiable, at the Advisor's sole discretion, depending on individual client circumstances. MWA may combine the account values of family members living in the same household to determine the applicable advisory fee. Combining account values may increase the asset total, which may result in Clients paying a reduced advisory fee based on the available breakpoints in the Advisor's fee schedule stated above.

MWA will deduct advisory fees directly from the Client's account through the qualified custodian holding your funds and securities. MWA will deduct advisory fees only when Clients have given the firm written authorization permitting the fees to be paid directly from their account[s]. Further, the qualified custodian will deliver an account statement to Clients at least quarterly. These account statements will show all disbursements from your account. Clients should review all statements for accuracy.

Clients may terminate the portfolio management agreement upon 5 days written notice. If the Client has pre-paid advisory fees then the Advisor will refund any unearned pre-paid portfolio management fees from the effective date of termination to the end of the quarter. The Client's portfolio management agreement is non-transferable without the Client's prior consent.

Selection of Other Advisors- Advisory fees charged by TPMMs are separate and apart from MWA's advisory fees. Assets managed by TPMMs will be included in calculating the advisory fee, which is based on the fee schedule set forth in the Portfolio Management Services section in this brochure. To eliminate any conflict of interest, the MWA does not earn any compensation from a TPMM. The Advisor will only earn its advisory fee as described above. TPMMs typically do not offer any fee discounts but may have a breakpoint schedule which will reduce the fee with an increased level of assets placed under management with the TPMM. The terms of such fee arrangements are included in the TPMM's disclosure brochure and applicable contract[s] with the Independent Manager.

For Client accounts implemented through an TPMM, the Client's overall fees will include MWA's investment advisory fee (as noted above) plus investment management fees and/or platform fees charged by the TPMM as applicable. Advisory fees that Clients pay to the TPMM are established and payable in accordance with the brochure provided by each TPMM to whom you are referred. These fees may or may not be negotiable. Clients should review the recommended TPMM's brochure and take into consideration the TPMM's fees along with MWA's fees to determine the total amount of fees associated with this program. The total blended fee, including the Advisor's fee and the TPMM's fee,

will not exceed 2.00% annually.

For Client accounts implemented through an Independent Manager, the Advisor and the Independent Manager will each assume the responsibility for calculating and deducting their respective fees from the Client's account[s].

In the event that the Advisor has determined that an Independent Manager is no longer in the Client's best interest, the Advisor will have the discretion to terminate the relationship with the Independent Manager. The terms for termination are set forth in the respective agreements between the Advisor and the Independent Managers.

- **Asset Allocation Services**

Depending on the arrangements made at the inception of the engagement MWA will charge Clients a fixed fee for asset allocation services, which generally range between \$5,000-\$15,000. However, the fee could, in certain circumstances, rise as high as \$100,000 or more for certain high net worth clients. The fee is negotiable depending upon the complexity and scope of the plan, your financial situation, and your objectives. In limited circumstances, the cost/time could potentially exceed the Advisor's initial estimate. In such cases, the Advisor will notify the Client and request approval of any additional fee.

Fees for asset allocation services are payable quarterly in arrears. Clients may terminate the investment advisory agreement by providing 5 days written notice to the Advisor in accordance with the terms of the agreement for services. The asset allocation fee will be prorated for the quarter in which the termination notice is given and the Client will incur advisory fees only in proportion to the number of days in the quarter for which they were a client. The Client's investment advisory agreement is non-transferrable without the Client's prior consent.

- **Financial Planning Services**

Depending on the arrangements made at the inception of the engagement, MWA will charge a fixed fee for financial planning services, which generally ranges between \$5,000-\$25,000. However, the fee could, in certain circumstances rise as high as \$100,000 or more for certain high net worth clients. The fee is negotiable depending upon the complexity and scope of the plan. An estimate for the total costs will be determined prior to establishing the advisory relationship. In limited circumstances, the cost/time could potentially exceed MWA's initial estimate. In such cases, MWA will notify the Client and request approval of any additional fee.

Financial planning fees are payable on completion of the contracted services. Clients may terminate the financial planning agreement by providing written notice to MWA. Since fees are payable in arrears, Client's will be responsible for a prorated fee based on services completed by the Advisor prior to termination. The Client's financial planning agreement is non-transferrable without the Client's prior consent.

- **Financial Consulting Services**

MWA charges a fixed fee for financial consulting services which generally ranges between \$5,000-\$25,000. However, MWA's fee could, in certain circumstances rise as high as \$100,000 or more for certain high net worth clients. The fee is negotiable depending upon the complexity and scope of the plan. An estimate for the total costs will be determined prior to establishing the advisory relationship. The consulting fee is payable upon completion of the agreed upon consulting services.

You may terminate the financial consulting services agreement upon 5 days written notice to MWA. Since fees are payable in arrears, Clients will be responsible for a prorated fee based on services completed by the Advisor prior to termination. The Client's financial consulting agreement is

non-transferrable without the Client's prior consent.

- **Pension Consulting Services**

The Advisor will receive an annualized pension consulting fee based on the fee schedule described below;

Assets under Management	Advisory Fee
\$0 - \$500,000	1.00%
\$500,001 - \$2,000,000	0.60%
\$2,000,001 - \$4,000,000	0.40%
\$4,000,001 - \$7,000,000	0.35%
\$7,000,001 - \$10,000,000	0.30%
\$10,000,001+	Negotiable

The Advisor, in its sole discretion, may make exceptions to the fee schedule or negotiate special fee arrangements where the Advisor deems appropriate. The Fee will be calculated and paid to the Advisor each calendar quarter in advance based on the value of the Portfolio on the last business day of the previous calendar quarter. The Advisor will invoice the Client directly for its Fees unless alternate arrangements are made.

Partial periods will be prorated based on the value of the Portfolio at the beginning of the period. No Fee adjustments will be made for partial deposits and withdrawals by the Client during any quarter nor for the appreciation or depreciation in the value of the Portfolio during any quarterly period. The Fee for the initial quarter is based on the value of the cash and securities in the Portfolio on the date the Custodian receives them and is prorated based upon the number of calendar days in the calendar quarter on which this Agreement is effective. In the event of termination, any pre-paid but unearned fees will be promptly refunded to the Client based on the number of days that the Portfolio was managed.

The Client may terminate the pension consulting services agreement upon notice to the Advisor. If the Client has pre-paid advisory fees the Advisor will refund any unearned pre-paid portfolio management fees from the effective date of termination to the end of the quarter. The Client's portfolio management agreement is non-transferable without the Client's prior consent.

- **Private Placement Consulting Services**

MWA's fee for private placement consulting services is charged at an annual rate of up to 1.50%, payable quarterly in advance. Fees are calculated using the previous quarter-end values of the assets invested, as valued by the General Partner or Fund Administrators. Fee adjustments will be made for any billing values that become available after the fees are collected. Fees will be determined based on the complexity and scope of the services to be provided and the amount of assets under management. For the initial billing period, the fee will be prorated based upon the inception date of the account(s) to the end of the first quarter.

The Client may terminate the private placement consulting services agreement upon 5 days written notice to the Advisor. MWA will refund any unearned pre-paid private placement consulting fees from

the effective date of termination to the end of the quarter. The Client's private placement consulting agreement is non-transferable without the Client's prior consent.

Additional Fees and Expenses

The fees that Clients pay to MWA 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. A Client may be able to invest in these products directly, without the services of MWA, but would not receive the services of MWA, which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives.

Clients may also incur securities transaction charges and/or brokerage fees when purchasing or selling securities. The Advisor's recommended Custodians do not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodians typically charge for mutual funds and other types of investments. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. MWA does not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost Clients should review all the fees charged by mutual funds, exchange traded funds, MWA, and others. For information on the Advisor's brokerage practices, refer to the *Brokerage Practices* section of this brochure.

Compensation for the Sale of Securities or Other Investment Products

Some persons providing investment advice on behalf of the Advisor are also licensed as independent insurance agents. The persons who are licensed as independent insurance agents will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to MWA's advisory fees. This practice presents a conflict of interest because the persons providing investment advice on behalf of the Advisor who are insurance agents have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor.

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

MWA does not charge performance-based fees or participate in side-by-side management. The Advisor's fees are calculated as described in the *Fees and Compensation* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in the Client's advisory account.

MWA 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

MWA offers investment advisory services to individuals, high net worth individuals, corporations, charitable organizations and retirement plans.

In general, MWA requires a minimum relationship size of \$2,500,000 and a minimum fee of \$12,500 to open and maintain an advisory account. The Advisor may waive these minimums at its sole discretion.

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

Our Methods of Analysis and Investment Strategies

MWA utilizes a multifaceted approach to investment analysis that focuses on qualitative and quantitative criteria and which is informed based on research from a variety of research providers as well as internal research. The Advisor's approach is concentrated on the tenant of MWA's investment philosophy (as described below). Special emphasis is placed on risk management analysis along with scrutiny regarding the internal costs associated with potential investments. MWA measures return, and, as a result, will evaluate potential investments on a net of costs basis.

MWA will use one or more of the following methods of analysis or investment strategies when providing investment advice to Clients:

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

- **Risk:** The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis for a stock's value. If security prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Modern Portfolio Theory - a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.

- **Risk:** Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.

MWA generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. MWA will typically hold all or a portion of a security for more than a year, but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, MWA may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

MWA's investment strategies and advice may vary depending upon each client's specific financial situation. As such, MWA determines investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. **It is important that you notify us immediately with respect to any material changes to your financial circumstances, including for example, a change in your current or expected income level, tax circumstances, or employment status.**

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless MWA specifically agrees otherwise, and in writing, tax efficiency is not the Advisor's primary consideration in the management of your assets. Regardless of your account size or any other factors, the Advisor strongly recommends that you consult with a tax professional regarding the investing of your assets.

Moreover, custodians and broker-dealers must report 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. 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, provide written notice to the Advisor immediately and MWA will alert your account custodian of your individually selected accounting method. 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 securities involves risk of loss that you should be prepared to bear. The Advisor does not represent or guarantee that its 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. MWA 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.

Recommendation of Particular Types of Securities

MWA recommends various types of securities and does not primarily recommend one particular type of security over another since each client has different needs and different tolerance for risk. Each type of security has its own unique set of risks associated with it 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. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment. A description of the types of securities MWA may recommend to you and some of their inherent risks are provided below.

Short Term Purchases

Using a short-term purchase strategy generally assumes that the Advisor can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading. There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

Money Market Funds

A money market fund is technically a security. The fund managers attempt to keep the share price constant at \$1/share. However, there is no guarantee that the share price will stay at \$1/share. If the share price goes down, you can lose some of or your principal. The US Securities and Exchange Commission ("SEC") notes that "While investor losses in money market funds have been rare, they are possible." In return for this risk, you should earn a greater return on your cash than you would expect from a Federal Deposit Insurance Corporation ("FDIC") insured savings account (money market funds are not FDIC insured). Next, money fund rates are variable. In other words, you do not know how much you will earn on your investment next month. The rate could go up or go down. If it goes up, that may result in a positive outcome. However, if it goes down and you earn less than you expected to earn, you may end up needing more cash. A final risk you are taking with money market funds has to do with inflation. Because money market funds are considered to be safer than other investments like stocks, long-term average returns on money market funds tends to be less than long term average returns on riskier investments. Over long periods of time, inflation can eat away at your returns.

Certificates of Deposit

Certificates of deposit are generally the safest type of investment since they are insured by the federal government up to a certain amount. However, because the returns are generally very low, it is possible for inflation to outpace the return. Likewise, United States government securities are backed by the full

faith and credit of the United States government but it is also possible for the rate of inflation to exceed the returns.

Municipal Securities

Municipal securities, while generally thought of as safe, can have significant risks associated with them including, but not limited to: the credit worthiness of the governmental entity that issues the bond; the stability of the revenue stream that is used to pay the interest to the bondholders; when the bond is due to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same amount of interest or yield to maturity.

Bonds

Corporate debt securities (or "bonds") are typically safer investments than equity securities, but their risk can also vary widely based on: the financial health of the issuer; the risk that the issuer might default; when the bond is set to mature; and, whether or not the bond can be "called" prior to maturity. When a bond is called, it may not be possible to replace it with a bond of equal character paying the same rate of return.

Stocks

There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, better established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") are but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

Mutual Funds and Exchange Traded Funds

Mutual funds and exchange traded funds ("ETF") 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, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

Alternative Investments (Limited Partnerships)

The performance of alternative investments (limited partnerships) can be volatile and may have limited liquidity. An investor could lose all or a portion of their investment. Such investments often have concentrated positions and investments that may carry higher risks. Client should only have a portion of their assets in these investments.

Margin Transactions

Margin Transactions are a securities transaction in which an investor borrows money to purchase a

security, in which case the security serves as collateral on the loan. If the value of the shares drops sufficiently, the investor will be required to either deposit more cash into the account or sell a portion of the stock in order to maintain the margin requirements of the account. This is known as a "margin call." An investor's overall risk includes the amount of money invested plus the amount that was loaned to them.

Option Writing

Option writing is a securities transaction that involves selling an option. An option is the right, but not the obligation, to buy or sell a particular security at a specified price before the expiration date of the option. When an investor sells an option, he or she must deliver to the buyer a specified number of shares if the buyer exercises the option. The seller pays the buyer a premium (the market price of the option at a particular time) in exchange for writing the option. Options are complex investments and can be very risky, especially if the investor does not own the underlying stock. In certain situations, an investor's risk can be unlimited.

Private Collective Investment Vehicle Risks

The Advisor recommends that certain Clients invest in privately placed collective investment vehicles (e.g., hedge funds, private equity funds, etc.). The managers of these vehicles have broad discretion in selecting the investments. There are few limitations on the types of securities or other financial instruments that may be traded and no requirement to diversify. Hedge funds may trade on margin or otherwise leverage positions, thereby potentially increasing the risk to the vehicle. In addition, because the vehicles are not registered as investment companies, they are much less regulated than investment companies. There are numerous other risks in investing in these securities. Clients should consult each fund's private placement memorandum and/or other documents explaining such risks prior to investing.

Item 9 Disciplinary Information

There are no legal, regulatory or disciplinary events involving MWA or its owners. MWA values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages.

The backgrounds of the Advisor and its Advisory Persons are available on the Investment Advisor Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 282609.

Item 10 Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

Some persons providing investment advice on behalf of MWA are licensed as independent insurance agents. These persons are licensed as independent insurance agents will earn commission-based compensation for selling insurance products, including insurance products they sell to you. Insurance commissions earned by these persons are separate and in addition to the Advisor's advisory fees. This practice presents a conflict of interest because the persons providing investment advice on behalf of the Advisor who are insurance agents have an incentive to recommend insurance products to you for the purpose of generating commissions rather than solely based on your needs. You are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with MWA.

Recommendation of Other Advisors

MWA may recommend that you use a third party money manager ("TPMM") based on your needs and suitability. The Advisor will not receive separate compensation, directly or indirectly, from the TPMM for

recommending that you use their services. The Advisor will only earn its investment advisory fee as described in Item 5, and there is no material conflict of interest. Moreover, MWA does not have any other business relationships with the recommended TPMM(s)

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

Code of Ethics

The Advisor strives to comply with the applicable laws and regulations. Therefore, the Advisor's Code of Ethics includes guidelines for professional standards of conduct for persons associated with MWA ("Supervised Persons"). The Advisor's goal is to protect Client interests at all times and to demonstrate commitment to the Advisor's fiduciary duties of honesty, good faith, and fair dealing with Clients. Supervised Persons are expected to adhere strictly to these guidelines. Supervised Persons are also required to report any violations of the Code of Ethics. Additionally, the Advisor maintains and enforces written policies reasonably designed to prevent the misuse or dissemination of material, non-public information about Clients by Supervised Persons associated with MWA.

Clients or prospective clients may obtain a copy of the Code of Ethics by contacting the Advisor at 512-717-5580.

Participation or Interest in Client Transactions

Neither the Advisor nor any persons associated with the Advisor has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this brochure.

Personal Trading Practices

Supervised Persons may buy or sell the same securities that are recommended to Clients or securities in which Clients are already invested. A conflict of interest exists in such cases because Supervised Persons have the ability to trade ahead of Clients and potentially receive more favorable prices than a Client will receive. To mitigate this conflict of interest, it is MWA's policy that neither the Advisor nor Supervised Persons shall have priority over Client accounts in the purchase or sale of securities.

Personal Trading at the Same Time as Clients

The Advisor or Supervised Person may buy or sell securities for Clients at the same time they buy or sell such securities for their own accounts.

A conflict of interest exists in such cases because the Advisor has the ability to trade ahead of Clients and potentially receive more favorable prices than Clients will receive. To eliminate this conflict of interest, it is MWA's policy that neither the Advisor nor Supervised Persons shall have priority over Client accounts in the purchase or sale of securities.

Item 12 Brokerage Practices

MWA generally does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will generally engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize MWA to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, MWA generally does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where MWA does not exercise discretion over the selection of the Custodian, it will recommend the Custodian[s] to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a

custodian not recommended by MWA. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. MWA may recommend the Custodian[s] based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices.

MWA will recommend the brokerage and custodial services of Fidelity Brokerage Services LLC ("Fidelity") or Raymond James Financial Services, Inc. ("Raymond James")(both entities herein as "Custodians"). The recommended Custodians are securities broker-dealers and members of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. MWA maintains an institutional relationship with each Custodian, whereby the Advisor receives economic benefits from the Custodian. Please see Item 14 below.

The Advisor believes that the recommended Custodians provide quality execution services for Clients at competitive prices. Price is not the sole factor MWA will consider in evaluating best execution. The Advisor will also consider the quality of the brokerage services provided by the Custodian, including the value of the Custodian's reputation, execution capabilities, commission rates, and responsiveness to clients and the Advisor. In recognition of the value of the services the Custodian provides, Clients may pay higher commissions and/or trading costs than those that may be available elsewhere.

Research and Other Soft Dollar Benefits

In selecting or recommending a broker-dealer/custodian, MWA will consider the value of research and additional brokerage products and services a broker-dealer has provided or will provide to Clients and the Advisor. Receipt of these additional brokerage products and services are considered to have been paid for with "soft dollars." Because such services are considered to provide a benefit to MWA, the Advisor has a conflict of interest in directing Client's brokerage business. MWA could receive benefits by selecting a particular broker-dealer to execute Client transactions, and the transaction compensation charged by that broker-dealer might not be the lowest compensation MWA might otherwise be able to negotiate. MWA has instituted certain procedures governing soft dollar relationships including preparation of a brokerage allocation budget, mandated reporting of soft dollar irregularities, annual evaluation of soft dollar relationships, and an annual review of MWA's brochure to ensure adequate disclosures of conflicts of interest regarding soft dollar relationships.

The test for determining whether a service, product or benefit obtained from or at the expense of a broker constitutes "research" under this definition is whether the service, product, or benefit assists the Advisor in investment decision-making for discretionary client accounts. Services, products, or benefits that do not assist in investment decision-making for discretionary client accounts do not qualify as "research." Also, services, products or benefits that are used in part for investment decision-making for discretionary client accounts and in part for other purposes (such as accounting, corporate administration, recordkeeping, performance attribution analysis, client reporting, or investment decision-making for the firm's own investment accounts) constitute "research" only to the extent that they are used in investment decision-making for discretionary client accounts.

Before placing orders with a particular broker-dealer, the Advisor will determine that the commissions to be paid are reasonable in relation to the value of all the brokerage and research products and services provided by that broker-dealer. In some cases, the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts charged by another broker-dealer that did not provide research services or products.

MWA will not exclude a broker-dealer from receiving business simply because the broker-dealer does not provide soft dollar research products and services. However, MWA may not be willing to pay the same commission to such broker-dealer as would have been paid had the broker-dealer provided such products and services.

The products and services the Advisor receives from broker-dealers will generally be used in servicing all Client accounts. MWA's use of these products and services will not be limited to the accounts that paid commissions to the broker-dealer for such products and services. In addition, the Advisor may not allocate soft dollar benefits to Client accounts proportionately to the soft dollar credits the accounts generate. As part of the Advisor's fiduciary duties to the Client, MWA endeavors at all times to put Client interests first. You should be aware that the receipt of economic benefits by the Advisor is considered to create a conflict of interest.

Brokerage for Client Referrals

MWA does not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Directed Brokerage

Generally, Clients are serviced on a "directed brokerage basis", where MWA will place trades within the established account[s] at the Custodian designated by the Client. In limited circumstances, and at the Advisor's discretion, some clients may instruct MWA to use one or more particular brokers for the transactions in their accounts. If you choose to direct the Advisor to use a particular broker, you should understand that this might prevent MWA from aggregating trades with other client accounts or from effectively negotiating brokerage commissions on your behalf. This practice may also prevent the Advisor from obtaining favorable net price and execution. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that MWA would otherwise obtain for you.

Block Trades

MWA may combine multiple orders for shares of the same securities purchased for discretionary advisory accounts MWA manages (this practice is commonly referred to as "block trading"). MWA will then distribute a portion of the shares to participating accounts in a fair and equitable manner. Generally, participating accounts will pay a fixed transaction cost regardless of the number of shares transacted. In certain cases, 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. In the event an order is only partially filled, the shares will be allocated to participating accounts in a fair and equitable manner, typically in proportion to the size of each client's order. Accounts owned by the Advisor or Supervised Persons may participate in block trading with Client accounts; however, they will not be given preferential treatment.

Prime Brokerage

The Advisor may execute securities transactions either through the Custodian or through another unaffiliated broker-dealer in connection with a prime brokerage relationship established with the Custodian. Should a Client's account[s] make use of prime brokerage, the Client is required to execute additional agreement[s] with the Custodian authorizing the Advisor to trade away from and settle to the Client's established account[s] at the Custodian. The Custodian may charge an additional trade-away fee for these transactions in addition to the normal securities transaction costs.

Item 13 Review of Accounts

Josh Galatzan, Managing Partner; Meagan Moll, Partner, Kirk Price Managing Partner; and Brian Noonan, Managing Partner will monitor Client accounts on an ongoing basis and will conduct account reviews a regular basis, to ensure the advisory services provided to Clients are consistent with Client investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

The individuals conducting reviews may vary from time to time, as personnel join or leave the Advisor.

MWA will provide Clients with additional or regular written reports in conjunction with account reviews. Reports provided to Clients will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, etc. Clients will receive trade confirmations and monthly or quarterly statements from the Custodian(s).

Item 14 Client Referrals and Other Compensation

MWA may refer Clients to various unaffiliated, non-advisory professionals (e.g. attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, MWA may receive non-compensated referrals of new Clients from various third-parties.

The Advisor does not receive any compensation from any third party in connection with providing investment advice to you nor does MWA compensate any individual or firm for client referrals.

Participation in Institutional Advisor Platform

MWA has established an institutional relationship with Fidelity and Raymond James (“Custodian”) to assist the Advisor in managing Client account[s]. Access to the Fidelity and Raymond James platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at the Custodian. The software and related systems support may benefit the Advisor, but not its Clients directly. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a Custodian creates a conflict of interest since these benefits may influence the Advisor’s recommendation of this Custodian over one that does not furnish similar software, systems support, or services.

Item 15 Custody

MWA does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor’s fees and certain money movement authority as described below. This ability to deduct advisory fees from Client accounts causes MWA to exercise limited custody over Client funds or securities. All Client funds and securities will be held with a bank, broker-dealer, or other qualified custodian. Clients will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of advisory fees deducted from Client account(s) each billing period. Clients should carefully review account statements for accuracy.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client’s instructions.

Item 16 Investment Discretion

MWA generally has discretion of the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. Before MWA can buy or sell securities on behalf of Clients, the Client must first sign the Advisor's discretionary management agreement and the appropriate trading authorization forms.

Clients may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, Clients 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. Refer to the *Advisory Business* section in this brochure for more information on the Advisor's discretionary management services.

If a Client enters into non-discretionary arrangements with the Advisor, MWA will obtain the Client's approval prior to the execution of any transactions for their account(s). Clients have an unrestricted right to decline to implement any advice provided by the Advisor on a non-discretionary basis.

Item 17 Voting Client Securities

MWA will not vote proxies on behalf of Client advisory accounts. At the Client's request, MWA may answer questions regarding the exercise of proxy voting rights. If a Client owns shares of applicable securities, the Client is responsible for exercising their right vote as a shareholder.

Item 18 Financial Information

MWA does not have any financial condition or impairment that would prevent the Advisor from meeting contractual commitments to Clients. MWA does not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, does not require the prepayment of more than \$1,200 in fees six or more months in advance. Therefore, MWA is not required to include a financial statement with this brochure.

Neither MWA nor any of its Advisory Persons have filed a bankruptcy petition at any time in the past ten years.

Privacy Policy

Effective: March 24, 2023

Our Commitment to You

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

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. MWA (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.

MWA 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 you need to know?

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

What information do we collect from you?

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

What Information do we collect from other sources?

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

How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and

access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect 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?
Servicing our Clients 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
Marketing Purposes MWA 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 MWA or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users 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
Information About Former Clients MWA 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

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.
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Changes to our Privacy Policy

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

Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at 512-717-5580.