

**Wrap Fee Program Brochure**

**Form ADV 2A - Appendix 1**

**Item 1 - Cover Page**



**CRD# 297643**

6301 Waterford Blvd., Ste. 102A Oklahoma City, OK 73118

**Telephone: 405-257-0301**

**March 23, 2023**

This Wrap Fee Program Brochure ("Wrap Brochure") provides information about the qualifications and business practices of Epic Wealth Management, LLC. If you have any questions about the contents of this Brochure, please contact Epic Wealth Management at 405-257-0301. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state authority.

Additional information about Epic Wealth Management is also available on the SEC's website at **[www.AdviserInfo.sec.gov](http://www.AdviserInfo.sec.gov)**.

## **Item 2 - Material Changes**

This Wrap Brochure is a document that Epic Wealth Management provides to clients of the Wrap Program it sponsors as required by SEC rules. The purpose of Item 2 of the Wrap Brochure is to provide clients with a summary of new and/or updated information that is contained in the remainder of the Wrap Brochure.

Since the filing of the previous brochure on March, 2021, the following material changes have been made to this Wrap Brochure.

Item 4 – The Firm has undergone a change in ownership. Rick Hadrava is no longer an owner of Epic Wealth Management. Valery Oswald is the sole owner of the Firm.

Item 4 – The Firm added language stating its status as a fiduciary regarding rollover recommendations.

Item 9 – The Firm removed language stating it did not have industry affiliations.

Epic Wealth Management will provide clients with a new Wrap Brochure as necessary based on changes, new information, or at a client's request, at any time, without charge.

### Item 3 - Table of Contents

Item 1 - Cover Page.....	1
Item 2 - Material Changes.....	2
Item 3 - Table of Contents .....	3
Item 4 - Services, Fees and Compensation.....	4
Item 5 - Account Requirements and Types of Clients .....	10
Item 6 - Portfolio Manager Selection and Evaluation.....	10
Item 7 - Client Information Provided to Portfolio Managers.....	10
Item 8 - Client Contact with Portfolio Managers .....	10
Item 9 - Additional Information.....	11
Compensation for the Sale of Securities or Other Investment Products .....	11
Affiliations.....	11
Participation or Interest in Client Transactions.....	11
Personal Trading Practices.....	11

#### **Item 4 - Services, Fees and Compensation**

Epic Wealth Management, LLC, an Oklahoma limited liability company ("Epic Wealth Management"), was formed in July 2018. Epic Wealth Management provides portfolio management services to individuals, including high net worth individuals, charitable organizations, corporations or other businesses not listed above and business owners.

BE, LLC is the primary owner of Epic Wealth Management and indirectly owned by Valery Oswald. Please see the Part 2B Brochure for more information on Ms. Oswald.

#### **Portfolio Management Services**

The following paragraphs describe our services and fees. Refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this brochure, the words "Epic Wealth Management," "firm," "we," "our," and "us" refer to Epic Wealth Management, Inc. and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm.

We offer discretionary portfolio management services. Our investment advice is tailored to meet our clients' needs and investment objectives. At the beginning of a client relationship, Epic Wealth Management talks with the client, gathers information, and performs research and analysis as necessary to develop the client's Investment Plan. The Investment Plan will be updated from time to time when requested by the client, or when determined to be necessary or advisable by Epic Wealth Management based on updates to the client's financial or other circumstances, but is not necessarily a written document.

Epic Wealth Management views investment management as part of the comprehensive financial plan. We use varying tools and experiences to guide us in recommending an appropriate asset allocation to help our clients achieve their goals. These may include, but are not limited to:

1. Long-Term Cash Flow Projections - The basis of any investment recommendations come from a comprehensive review of our client's cash flow needs, now and in the future, the ability to define realistic expectations, comfort with risk, and time horizon for needing to access resources from their assets. We may use cash flow projections to determine to the best of our ability when assets might be needed, the tax consequences of withdrawing from specific accounts, and whether a recommended portfolio would have the ability to create returns necessary to achieve the wants and needs of our clients.
2. Risk Discussions With Clients - In addition to the more technical data points mentioned above, we rely heavily on the ongoing communications with our clients and our understanding of their personal financial situation to give additional support for a certain recommended asset allocation.

After taking all of the pertinent information into account, we will recommend a portfolio based on an agreed upon level of risk. Epic Wealth Management then selects the appropriate securities to fill the asset allocation, based in part upon the clients specific tax and other financial planning considerations. We regularly monitor each client's portfolio and may

rebalance a client's portfolio based on the clients' needs. Overriding factors could be, but are not limited to, tax consequences and other client specific factors.

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 us 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 an investment advisory agreement between you and Epic Wealth Management and the appropriate trading authorization forms.

We may also offer non-discretionary portfolio management services. If you enter into 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.

As part of our portfolio management services, in addition to other types of investments (see disclosures below in this section), we may invest your assets according to one or more model portfolios developed by our firm. 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.

In providing account management services, we do not accept client restrictions on the specific securities or the types of securities that may be held in your account.

Epic Wealth Management offers the following portfolio management services: (i) investment and management of a client's assets in an Independent Clearing Account ("ICA"); (ii) investment and management of a client's assets in a Raymond James Consulting Services ("RJCS") separately-managed account ("SMA"); and (iii) investment and management of a client's assets through the Freedom Wrap Program sponsored by Raymond James Financial Services, Inc. ("Raymond James").

#### Rollover Recommendations

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover. Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

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

- 1)) Leaving the funds in your employer's (former employer's) plan;
- 2) moving the funds to a

new employer's retirement plan; 3) cashing out and taking a taxable distribution from the plan; and/or 4) rolling the funds into an IRA rollover account. Each of these options has advantages and disadvantages and before making a change we encourage you to speak with your CPA and/or tax attorney. Our recommendations may include any of them, depending on what we feel is in your best interest.

We are fiduciaries under the Investment Advisers Act of 1940 and when we provide investment advice to you regarding your retirement plan account or individual retirement account, we are also fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. As a fiduciary, we are required to document the reason(s) for why the recommendation we made is in your best interest.

#### Independent Clearing Accounts (ICA)

ICA accounts are typically managed by Epic Wealth Management on a discretionary or non-discretionary basis.

#### Raymond James Consulting Services SMA Program

Client accounts in the RJCS SMA program will receive portfolio management by a third-party manager registered with the SEC ("SMA Manager"), which includes SMA Managers affiliated with Raymond James. These SMA Managers' services are made available to clients based on Raymond James' familiarity with the SMA Managers' firm, portfolio management personnel, investment disciplines offered, portfolio construction and Raymond James' overall belief that the participation of these SMA Managers in the program will provide prospective clients access to high quality investment firms. Epic Wealth Management will monitor the investment approach and performance of the SMA Managers.

For further information on the RJCS SMA program, please refer to Raymond James' Form ADV Part 2A Wrap Fee Appendix 1.

#### Freedom Wrap Program

The Freedom Wrap Program ("Freedom") is comprised of fee-based platforms with models constructed by the Raymond James Asset Management Services ("AMS") Institutional Research team and populated by the AMS Due Diligence team with oversight from the AMS Investment Committee.

All Freedom portfolios generally can be divided into the following groups:

##### ***Accumulation***

- ***Core Models:*** Appropriate for investors seeking to grow their assets using a diversified portfolio whose goal is to maximize the return potential at a given level of risk.
- ***Specialty Models:*** Appropriate for investors seeking to grow their assets within a specialized portfolio concentrated on a specific segment of the market.

##### ***Income/Distribution***

- ***Core Models:*** Appropriate for investors seeking higher income with more focus on downside protection using a diversified portfolio in an effort to maximize the

- return potential at a given level of risk.
- **Specialty Models:** Appropriate for investors seeking higher income with more focus on downside protection within a specialized portfolio concentrated on a specific segment of the market.

For further information on the Freedom Wrap Program, please refer to Raymond James' Form ADV Part 2A Wrap Fee Appendix 1.

### **Selection of SMA Managers**

As part of our portfolio management services in the RJCS SMA program and the Freedom Wrap Program, we select SMA Managers on behalf of clients for investment management services. SMA Managers may use one or more of their model portfolios to manage client accounts. We will regularly monitor the performance of client accounts managed by SMA Managers, and may hire and fire any SMA Managers without your prior approval. Factors that Epic Wealth Management considers in selecting an SMA Manager for a client account generally include the client's stated investment objective(s), management style, performance, risk level, reputation, financial strength, reporting, pricing, and research.

### **Portfolio Management Fees**

Epic Wealth Management receives investment advisory fees for managing clients' assets in ICA accounts, accounts in the RJCS SMA program and accounts in the Freedom Wrap Program. These advisory fees are based on a percentage of assets under management. The annual fee for portfolio management services varies between 0% to 2% for ICA accounts and 0% to 3% for accounts in the RJCS SMA program and accounts in the Freedom Wrap Program. With respect to accounts in the RJCS SMA program and accounts in the Freedom Wrap Program, a portion of the investment advisory fee will be paid to one or more SMA Managers, and the portion of the investment advisory fees retained by Epic Wealth will never be greater than 2.0%. The amount of the annual fee for portfolio management services depends upon the market value of your assets under our management, the type and complexity of the asset management services provided, as well as the level of administration requested either directly or assumed by the client and will be identified in your investment advisory agreement with us. Assets in each of your account(s) are included in the fee assessment unless specifically identified in writing for exclusion. In special circumstances, and in our sole discretion, we may negotiate a lesser fee based upon certain criteria (*i.e.*, the dollar amount of assets to be managed, related accounts, potential future assets, account composition, pre-existing client relationship, account retention, etc.).

Clients enter into one of two fee arrangements. For most discretionary portfolio management services, clients participate in a Wrap Fee Program (a "Wrap Program"). Wrap Programs offer you the ability to pay an asset-based advisory fee which includes transaction costs within the advisory fee in lieu of a commission for each investment transaction within the account.

The Wrap Program fee structure includes the brokerage expenses (e.g., commissions, ticket charges, etc.) of the account, charges for custody services, the management fee paid to Epic Wealth Management and the fees of the SMA Managers. Under the all-inclusive billing arrangement, Epic Wealth Management will assess one client fee that captures the management, brokerage, custody and administrative portions collectively. Any portion of Wrap Program fees that Epic Wealth Management does not pay to third parties in connection with

transaction and execution expenses and/or to SMA Managers is retained by Epic Wealth Management. Because of this, Epic Wealth Management may have a disincentive to trade securities in client accounts. For ICA accounts, the Wrap Program is sponsored by Epic Wealth Management (the “**Epic Wealth Wrap Program**”), and for accounts in the RJCS SMA program and in the Freedom Wrap Program, the Wrap Program is sponsored by Raymond James.

Epic Wealth Management typically requires a minimum portfolio asset value size of \$500,000 per household, but may, in its discretion, make exceptions to the foregoing or negotiate special fee arrangements where Epic Wealth Management deems it appropriate under the circumstances.

For Wrap Programs sponsored by Raymond James, if cash or securities, or a combination thereof, are deposited to or withdrawn from a client's account on an individual business day in the first two months of the quarter, Raymond James will: (i) assess asset-based fees based on the value of the assets on the date of deposit for the pro rata number of days remaining in the quarter, or (ii) refund prepaid asset-based fees based on the value of the assets on the date of withdrawal for the pro rata number of days remaining in the quarter. Please see the Raymond James Wrap fee Program Brochure for more information on this program or other Raymond James account programs listed herein.

For certain discretionary portfolio management services with respect to ICA accounts and for all non-discretionary portfolio management services, clients will pay Epic Wealth Management a management fee that is separate from the brokerage expenses and transaction costs of the account. The brokerage expenses may take the form of asset-based pricing, meaning that the broker-dealer charges the account a flat-rate percentage to cover all brokerage expenses, or these expenses may be assessed on a per-trade basis. Please see Item 12 - Brokerage Practices of Form ADV Part 2A for additional information.

### **General Information on Compensation and Other Fees**

As part of our Portfolio Management Services, we also offer the following services, which clients may or may not choose to utilize, at no additional fee:

#### **Personal Financial Services**

- Personal Financial Modeling
- Investment Tax Planning
- Estate Planning and Wealth Transfer Consulting
- Investment Analysis
- Portfolio Management
- Retirement Income Planning
- Fixed Income Analysis

Our annual portfolio management fee is billed and payable, quarterly in advance, based on the balance of the account on the last business day of the previous calendar quarter. The fee is based on the market value of your assets under our management, the type and complexity of the asset management services provided, as well as the level of administration requested either directly or assumed by the client. Assets in each of your account(s) are included in the fee assessment unless specifically identified in writing for exclusion.

If the portfolio management agreement is executed at any time other than the first day of a calendar quarter, our fees will apply on a pro rata basis, which means that the advisory fee is

payable in proportion to the number of days in the quarter for which you are a client. Our advisory fee is negotiable and may be waived in whole or in part depending on individual client circumstances and in our discretion.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable advisory fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced advisory fee based on the available breakpoints in our fee schedule stated above.

We will invoice the custodian and 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.

You may terminate the portfolio management agreement upon 30 days written notice. You will incur a pro rata charge for services rendered prior to the termination of the portfolio management agreement, 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.

### **Additional Fees and Expenses**

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds, exchange traded funds ("ETFs"), or other investment pools to their shareholders (generally including a management fee and fund expenses, as described in each fund's prospectus or offering materials). 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 will 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, refer to the *Item 12 - Brokerage Practices* of Form ADV Part 2A.

We may trade client accounts on margin. When we are requested to trade client accounts on margin, each client must sign a separate margin agreement before margin is extended to that client account. Fees for advice and execution on these securities are based on the total asset value of the account, which includes the value of the securities purchased on margin. While a negative amount may show on a client's statement for the margined security as the result of a lower net market value, the amount of the fee is based on the absolute market value. This creates a conflict of interest where we have an incentive to encourage the use of margin to create a higher market value and therefore receive a higher fee. The use of margin may also result in interest charges in addition to all other fees and expenses associated with the security involved.

All fees paid to Epic Wealth Management are separate and distinct from mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from the custodian, wire transfer fees, account closing fees, annual account fees and other fees and taxes on brokerage accounts and securities transactions. You should review all fees charged by funds, brokers, Epic Wealth Management and others to fully understand the total amount of fees paid by the client for investment and financial-related services.

### **Compensation for the Sale of Securities or Other Investment Products**

Certain persons providing investment advice on behalf of our firm are licensed as independent insurance agents. These persons 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 our advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of our firm 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 our firm.

### **Item 5 - Account Requirements and Types of Clients**

Epic Wealth Management provides portfolio management services to individuals, including high net worth individuals, charitable organizations, corporations or other businesses not listed above and business owners. Epic Wealth Management typically requires a minimum portfolio asset value size of \$500,000 per household for participating in the Epic Wealth Wrap Program, but may, in its discretion, make exceptions to the foregoing or negotiate special fee arrangements where Epic Wealth Management deems it appropriate under the circumstances.

### **Item 6 - Portfolio Manager Selection and Evaluation**

The Epic Wealth Wrap Program was designed to simplify for clients the payment of management fees and brokerage expenses. The Epic Wealth Wrap Program does not select advisers in addition to Epic Wealth Management, which is the only portfolio manager for the Epic Wealth Wrap Program.

Please refer to additional information found in the following Items of ADV Part 2A, which accompanies this Wrap Brochure: *Item 4 – Advisory Business; Item 6 – Performance-Based Fees and Side-By-Side Management; Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss; and Item 17 – Voting Client Securities.*

### **Item 7 - Client Information Provided to Portfolio Managers**

Epic Wealth Management is the only portfolio manager under the Epic Wealth Wrap Program.

### **Item 8 - Client Contact with Portfolio Managers**

Epic Wealth Management is the only direct portfolio manager under the Epic Wealth Wrap Program. No restrictions are placed on client's ability to contact or consult with Epic Wealth Management.

## **Item 9 - Additional Information**

Neither Epic Wealth Management nor its management persons have any disciplinary disclosure required. .

### **Other Financial Industry Activities and Affiliations**

#### **Compensation for the Sale of Securities or Other Investment Products**

Certain Associated Persons of our firm may be licensed as independent insurance agents. These persons will earn commission-based compensation for selling insurance products. Insurance commissions earned are separate and in addition to advisory fees you pay to Epic Wealth Management for investment advisory services. In order to protect client interests, Epic Wealth Management's policy is to disclose all forms of compensation before any such transaction is executed. You are under no obligation, contractually or otherwise, to purchase insurance products through Associated Persons of our firm. Refer to *Item 5 - Fees and Compensation* for additional disclosures on this topic.

#### **Affiliations**

The Advisor does not have any other financial services industry affiliations.

#### **Code of Ethics**

We strive to comply with applicable laws and regulations governing our practices. Therefore, our Code of Ethics ("Code") includes guidelines for professional standards of conduct for persons associated with our firm. 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. Under the Code's Professional Standards, Epic Wealth Management expects its associated persons to put the interests of its clients first, ahead of personal interests. In this regard, associated persons are not to take inappropriate advantage of their positions in relation to Epic Wealth Management's clients. The Code also includes 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.

All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us using the contact information on the cover page of this brochure.

#### **Participation or Interest in Client Transactions**

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

#### **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. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. Under its Code, Epic Wealth Management has adopted procedures designed to reduce or eliminate conflicts of interest that this could potentially cause. The Code's personal trading policies include procedures for limitations on personal securities transactions of associated persons, including generally

disallowing trading by an associated person in any security before any client account trades or considers trading the same security and the creation of a restricted securities list, reporting and review of personal trading activities and pre-clearance of certain types of personal trading activities. These policies are designed to discourage and prohibit personal trading that would disadvantage clients. If, after reviewing an associated person's personal trading activities, Epic Wealth Management determines that a particular transaction violated Epic Wealth Management's policies, Epic Wealth Management may require that the associated person reverse, cancel or freeze such transaction.

### **Review of Accounts**

Epic Wealth Management will monitor your accounts on an ongoing basis and will conduct periodic account reviews to ensure the advisory services provided to you are consistent with your 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.

One of Epic Wealth Management's investment adviser representatives or principals is responsible for reviewing all accounts.

We will not provide you with regular written reports. You will receive trade confirmations and monthly or quarterly statements from your account custodian(s).

### **Client Referrals and Other Compensation**

As noted above, we may receive some benefits from Raymond James based on the amount of client assets held at Raymond James. Refer to *Item 12 - Brokerage Practices* for more information. However, neither Raymond James nor any other party is paid to refer clients to Epic Wealth Management.

As disclosed under *Item 5 - Fees and Compensation*, persons providing investment advice on behalf of our firm are licensed insurance agents. For information on the conflicts of interest this presents, and how we address these conflicts, refer to *Item 5 - Fees and Compensation*.

### **Financial Information**

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. However, the firm received a Paycheck Protection Plan Loan through the SBA in conjunction with the relief afforded from the CARES [Act]. The firm used the PPP to continue payroll and the firm did not suffer any interruption of service. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$1,200 in fees per client six or more months in advance. Therefore, we are not required to include a financial statement with this brochure.

We have not filed a bankruptcy petition at any time in the past ten years.

