

Savior LLC
d/b/a
Savior Wealth

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This Brochure provides information about the qualifications and business practices of Savior, LLC d/b/a Savior Wealth. If you have any questions about the contents of this Brochure, please contact us at (617) 699-8877 or sandy@saviorwealth.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Savior, LLC d/b/a Savior Wealth also is available on the SEC’s website at www.adviserinfo.sec.gov.

References herein to Savior, LLC d/b/a Savior Wealth as a “registered investment adviser” or any reference to being “registered” does not imply a certain level of skill or training.

Item 2 Material Changes

There have been no material changes made to this brochure since Savior, LLC d/b/a Savior Wealth's last Annual Amendment filing made on March 21, 2022.

Savior Wealth's Chief Compliance Officer, Sandy Capobianco, remains available to address any questions that an existing or prospective client may have regarding this Brochure.

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Item 4 Advisory Business

- A. Savior, LLC, which does business as Savior Wealth (“Savior Wealth”) is a Delaware Limited Liability Company formed on September 21, 2018. Savior Wealth became registered as an investment adviser on January 28, 2019. Savior Wealth is owned by Todd M. Ingwersen.

Thomas Bartolomeo may conduct business using a separate DBA, Legacy Wealth Management Advisors, LLC. Matthew McLaughlin may also conduct business using a separate DBA, McLaughlin Financial Consulting.

Although each IAR of Savior Wealth is registered with, and subject to oversight and supervision by Savior Wealth, each may operate their businesses independently and work under a separate business name or “DBA”. As such, marketing materials provided to clients and potential clients may include the DBA name and may include a logo associated with the DBA name. However, Savior Wealth continues to review and approve marketing materials related to the IAR or IA firm services offered and provided to clients.

- B.

INVESTMENT ADVISORY SERVICES

Savior Wealth provides discretionary and non-discretionary investment advisory services. Typically, Savior Wealth provides services on a wrap fee basis, which means that the client will pay a single fee for bundled services (i.e. investment advisory, brokerage, and custody). Prior to engaging Savior Wealth to provide investment advisory services, clients are required to enter into an Investment Advisory Agreement which contains the terms and conditions of the engagement.

To begin the investment advisory process, an investment adviser representative will first determine the client’s investment objectives and goals and then invest the client’s assets consistent with their objectives and goals. Once invested, Savior Wealth provides periodic monitoring and review of account performance and compares the account’s asset allocation with the client’s investment objectives. From time to time, Savior Wealth will rebalance the client’s account or buy and sell securities for the client’s account as it deems appropriate.

When requested by the client, financial planning and consulting services will generally be provided. In the event that the client requires extraordinary planning or consultation services, Savior Wealth may determine to charge for these additional services in its sole discretion. Prior to charging for these services, Savior Wealth will provide the client with a separate written notice listing the cost of these additional services.

WRAP PROGRAM

As discussed above, Savior Wealth typically provides investment advisory services on a wrap fee basis through its wrap fee program (the “Program”). The terms and conditions pertaining to the Program are discussed in the Wrap Fee Program Brochure, which is presented to all prospective Program participants. Under the Program, Savior Wealth offers investment advisory services, for a single specified annual Program fee, inclusive of trade execution, custody, reporting, and investment advisory fees. All prospective Program participants should read both this Brochure and the Wrap Fee Program Brochure, and ask any corresponding questions that they may have, prior to participation in the Program.

Because transaction fees and commissions are paid by Savior Wealth to the account custodian, Savior Wealth would typically have an economic incentive to minimize the number of trades in the client's account to maximize its own compensation, which presents a conflict of interest.

Savior Wealth does not currently impose a minimum asset requirement for participation in the Program but, in its discretion, may establish one in the future.

Participation in a wrap program may cost the client more or less than purchasing these services separately. When managing a client's account on a wrap fee basis, Savior Wealth receives the balance of the Program fee after all other costs incorporated into the wrap fee have been deducted. The terms and conditions of a wrap program engagement are more fully discussed in Savior Wealth's Wrap Fee Program Brochure.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

Savior Wealth may provide financial planning or consulting services on a stand-alone basis. The fees for these services are outlined in Item 5 below. Savior Wealth may provide advice on investment or non-investment matters, such as estate planning or insurance planning. Prior to rendering services, clients are required to enter into a Financial Planning and Consulting Agreement that contains the terms and conditions of the engagement.

If requested, Savior Wealth may recommend the services of other professionals so that the client can implement their plan, including certain employees of Savior Wealth (See disclosures at Item 10.C below regarding certain employee's status as licensed insurance agents). The client is under no obligation to engage any recommended professional.

The client retains discretion over all implementation decisions and is free to accept or reject any recommendation from Savior Wealth. If the client engages any unaffiliated professional, and a dispute arises, the client agrees to seek recourse exclusively from and against the engaged professional. It remains the client's responsibility to promptly notify Savior Wealth if there is ever any change in their financial situation or investment objectives so that it can review, and if necessary, revise its previous recommendations.

RETIREMENT PLAN SERVICES

Savior Wealth also provides non-discretionary pension consulting services, pursuant to which it assists sponsors of self-directed retirement plans with the selection and/or monitoring of investment alternatives (generally open-end mutual funds) from which plan participants shall choose in self-directing the investments for their individual plan retirement accounts. In addition, to the extent requested by the plan sponsor, Savior Wealth may also provide participant education designed to assist participants in identifying the appropriate investment strategy for their retirement plan accounts. The terms and conditions of the engagement shall generally be set forth in a *Retirement Plan Services Agreement* between Savior Wealth and the plan sponsor.

MISCELLANEOUS

Limitations of Financial Planning and Consulting.

As indicated above, to the extent requested by a client, Savior Wealth may provide financial planning and related consulting services. Neither Savior Wealth nor its investment adviser representatives assist clients with the implementation of any financial plan, unless they have agreed to do so in writing. Savior Wealth does not monitor a client's

financial plan, and it is the client's responsibility to revisit the financial plan with their investment adviser representative, if desired.

Furthermore, although Savior Wealth may provide recommendations regarding non-investment related matters, such as estate planning, tax planning and insurance, Savior Wealth does not serve as a law firm, accounting firm, or insurance agency, and no portion of its services should be construed as legal, accounting, or insurance implementation services.

Accordingly, Savior Wealth does not prepare estate planning documents, tax returns or sell insurance products. To the extent requested by a client, Savior Wealth may recommend the services of other professionals for certain non-investment implementation purposes, including certain of Savior Wealth's owners or employees (e.g., attorneys, accountants, insurance agents.). Some of these professionals may be affiliated with Savior Wealth. (See disclosures at Item 10.C below regarding certain employee's status as licensed insurance agents).

Clients are reminded that they are under no obligation to engage the services of any recommended professional. The client retains absolute discretion over all implementation decisions and is free to accept or reject any recommendation made by Savior Wealth or its representatives.

If the client engages any unaffiliated recommended professional, and a dispute arises, the client agrees to seek recourse exclusively from and against the engaged professional.

Retirement Rollovers. A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending upon the client's age, result in adverse tax consequences). If Savior Wealth recommends that a client roll over their retirement plan assets into an account to be managed by Savior Wealth, such a recommendation creates a conflict of interest if Savior Wealth will earn new (or increase its current) compensation as a result of the rollover. If Savior Wealth provides a recommendation as to whether a client should engage in a rollover or not, Savior Wealth is acting as a fiduciary 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. No client is under any obligation to roll over retirement plan assets to an account managed by Savior Wealth.

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

Account Aggregation Tools. Savior Wealth, in conjunction with the services provided through Black Diamond, Advyzon and Quovo, may also provide periodic comprehensive

reporting services which may incorporate all of the client's investment assets, including those investment assets that are not part of the assets managed by Savior Wealth (the "Excluded Assets"). Savior Wealth's service relative to the Excluded Assets is limited to reporting services only, which does not include investment implementation. Because Savior Wealth does not have trading authority for the Excluded Assets, to the extent applicable to the nature of the Excluded Assets (assets over which the client maintains trading authority vs. trading authority designated to another investment professional), the client (and/or the other investment professional), and not Savior Wealth, shall be exclusively responsible for directly implementing any recommendations relative to the Excluded Assets. The client and/or their other advisors that maintain trading authority, and not Savior Wealth, shall be exclusively responsible for the investment performance of the Excluded Assets. Without limiting the above, Savior Wealth shall not be responsible for any implementation error (timing, trading, etc.) relative to the Excluded Assets. In the event the client desires that Savior Wealth provide non-discretionary investment management services (whereby Savior Wealth would have trading authority) with respect to the Excluded Assets, the client may engage Savior Wealth to do so pursuant to the terms and conditions of the *Investment Advisory Agreement* between Savior Wealth and the client.

Affiliated Private Investment Funds. Savior Wealth is the investment manager for Savior Acrylic SPV I LP, Savior APP SPV LP, Savior CL SPV LP, Savior ON SPV LP, Savior FB SPV LP, Savior BTC SPV LP, Savior CSRING SPV LLC, Savior JOB-G SPV LLC, Savior NFC SPV LP, Savior PLSTQ SPV LP, Savior ORCH SPV LP, Savior ORCH II SPV LP and Savior Archetype Fund II SPV LP (the "*affiliated private funds*"). Savior Wealth, on a non-discretionary basis, may recommend that qualified clients consider allocating a portion of their investment assets to the *affiliated private funds*. The terms and conditions for participation in the *affiliated private funds*, including management and incentive fees, conflicts of interest, and risk factors, are set forth in the fund's offering documents. Savior Wealth's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

Unaffiliated Private Investment Funds. Savior Wealth may also recommend that certain qualified clients consider an investment in unaffiliated private investment funds. Savior Wealth's role relative to the unaffiliated private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. Savior Wealth's clients are under absolutely no obligation to consider or make an investment in an unaffiliated private investment fund(s).

Risk Factors: Private investment funds generally involve various risk factors, including, but not limited to, potential for complete loss of principal, liquidity constraints and lack of transparency, a complete discussion of which is set forth in each fund's offering documents, which will be provided to each client for review and consideration. Unlike liquid investments that a client may own, private investment funds do not provide daily liquidity or pricing. Each prospective client investor will be required to complete a Subscription Agreement, pursuant to which the client shall establish that he/she is qualified for investment in the fund, and acknowledges and accepts the various risk factors that are associated with such an investment.

Fund Valuation: If Savior Wealth bills an investment advisory fee based upon the value of private investment funds or otherwise references private investment funds owned by the client on any supplemental account reports prepared by Savior Wealth, the value for all private investment funds owned by the client will reflect the most recent valuation provided

by the fund sponsor. The current value of any private investment fund could be significantly more or less than the original purchase price or the price reflected in any supplemental account report.

Inverse/Enhanced Market Strategies. Savior Wealth may utilize long and short mutual funds and/or exchange traded funds that are designed to perform in either an: (1) inverse relationship to certain market indices (at a rate of 1 or more times the inverse [opposite] result of the corresponding index) as an investment strategy and/or for the purpose of hedging against downside market risk; and (2) enhanced relationship to certain market indices (at a rate of 1 or more times the actual result of the corresponding index) as an investment strategy and/or for the purpose of increasing gains in an advancing market. There can be no assurance that any such strategy will prove profitable or successful. In light of these enhanced risks/rewards, a client may direct Savior Wealth, in writing, not to employ any or all such strategies for their accounts.

Use of Exchange Traded Funds and Mutual Funds. While Savior Wealth may recommend allocating investment assets to exchange traded funds (“ETFs”) or mutual funds that are not available directly to the public, Savior Wealth may also recommend that clients allocate investment assets to publicly available ETFs or mutual funds that the client could obtain without engaging Savior Wealth as an investment adviser. However, if a client or prospective client determines to allocate investment assets to publicly available ETFs or mutual funds without engaging Savior Wealth as an investment adviser, the client or prospective client would not receive the benefit of Savior Wealth’s initial and ongoing investment advisory services.

Portfolio Activity. Savior Wealth has a fiduciary duty to provide services consistent with the client’s best interest. As part of its investment advisory services, Savior Wealth will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client’s investment objective. Based upon these factors, there may be extended periods of time when Savior Wealth determines that changes to a client’s portfolio are neither necessary nor prudent. Clients nonetheless remain subject to the fees described in Item 5 below during periods of account inactivity.

Cash Sweep Accounts. Account custodians generally require that cash proceeds from account transactions or cash deposits be swept into and/or initially maintained in the custodian’s sweep account. The yield on the sweep account is generally lower than those available in money market accounts. To help mitigate this issue, Savior Wealth generally purchases a higher yielding money market fund available on the custodian’s platform with cash proceeds or deposits, unless Savior Wealth reasonably anticipates that it will utilize the cash proceeds during the subsequent 30-day period to purchase additional investments for the client’s account. Exceptions and/or modifications can and will occur with respect to all or a portion of the cash balances for various reasons, including, but not limited to, the amount of dispersion between the sweep account and a money market fund, an indication from the client of an imminent need for such cash, or the client has a demonstrated history of writing checks from the account.

Cybersecurity Risk. The information technology systems and networks that Savior Wealth and its third-party service providers use to provide services to Savior Wealth’s clients employ various controls, which are designed to prevent cybersecurity incidents

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

Client Obligations. In performing its services, Savior Wealth shall not be required to verify any information received from the client or from the client's other professionals, and is expressly authorized to rely on the information in its possession. Clients are responsible for promptly notifying Savior Wealth if there is ever any change in their financial situation or investment objectives so that Savior Wealth can review, and if necessary, revise its previous recommendations or services.

- C. Please see Item 4.B for a discussion on how Savior Wealth tailors its services to the individual needs of clients. Clients may impose reasonable restrictions on Savior Wealth's services, including limiting specific securities or types of securities used by Savior Wealth, by notifying their adviser of those restrictions in writing.
- D. Savior Wealth sponsors a wrap fee program and there is very little, if any difference, in the way that Savior Wealth manages wrap fee program accounts and non-wrap fee program accounts. Please see Item 4.B for more information about Savior Wealth's services.
- E. As of January 18, 2023, Savior Wealth had \$145,220,496 in assets under management on a discretionary basis and \$3,923,408 on a non-discretionary basis.

Item 5 Fees and Compensation

A.

INVESTMENT ADVISORY SERVICES

Savior Wealth's annual fee for investment advisory services is based upon a percentage of the market value placed under Savior Wealth's management as follows:

<u>Market Value of Portfolio</u>	<u>Annual Fee %</u>
Up to \$4,999,999	2.50%
From \$5,000,000 - \$9,999,999	2.00%
Over \$10,000,000	1.50%

Advisory fees are negotiable and Savior Wealth may determine to waive or reduce its fee for any reason, including but not limited to anticipated future earnings capacity, the amount of assets to be managed by Savior Wealth or anticipated future assets to be managed by Savior Wealth, related accounts, and account composition.

Savior Wealth's investment advisory fee is prorated and paid quarterly, in advance, based upon the market value of the assets on the last business day of the previous quarter. Unless otherwise agreed to, Savior Wealth charges its fee on cash and cash equivalents. To the extent there are inflows or outflows in excess of \$100,000 during a billing quarter, Savior Wealth will calculate either a pro-rated debit or a credit to be applied to the client's account upon the next scheduled billing event.

Savior Wealth's Program fees are outlined in the Wrap Fee Program Brochure.

FINANCIAL PLANNING AND CONSULTING SERVICES (STAND-ALONE)

To the extent requested by a client, Savior Wealth may provide financial planning or consulting services on a stand-alone basis. Savior Wealth may provide advice on investment or non-investment matters, such as estate planning or insurance planning.

Savior Wealth's planning and consulting fees are negotiable, but generally range from \$2,500 to \$50,000 on a fixed fee basis and are payable half in advance and half on presentation.

RETIREMENT PLAN SERVICES

Savior Wealth's fee for providing non-discretionary pension consulting services is based upon a percentage (%) of the market value of the assets within the plan and generally ranges between negotiable and 0.75%. The terms and conditions of the engagement, including the fee applicable to the engagement shall generally be set forth in a *Retirement Plan Services Agreement* between Savior Wealth and the plan sponsor.

- B. Clients generally will agree to have Savior Wealth's advisory fees deducted from their custodial account. Both Savior Wealth's Investment Advisory Agreement and the custodial agreement generally authorize the custodian to charge the client's account for the amount of Savior Wealth's investment advisory fee and to pay the fee to Savior Wealth. In the limited event that Savior Wealth agrees to bill the client directly, payment is due upon receipt of Savior Wealth's invoice.
- C. Savior Wealth may recommend that clients use the brokerage, clearing and/or custodial services of a particular broker-dealer for investment management accounts. Savior Wealth may only implement its investment management decisions after the client has arranged for and furnished Savior Wealth with all information and authorization regarding accounts with the appropriate broker-dealer or custodian. Clients may incur certain charges imposed by the broker-dealer or custodian and other third parties such as custodial fees, charges imposed directly by a mutual fund or ETF, which are disclosed in a fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Additionally, for assets outside of any wrap fee programs, clients may incur brokerage commissions and transaction fees.
- D. The Investment Advisory Agreement between Savior Wealth and the client will continue in effect until terminated by either party by written notice. When terminated, Savior Wealth will calculate the pro-rated unearned advisory fee and return it to the client. Savior Wealth will send the terminated client an invoice showing the calculation.

- E. Neither Savior Wealth, nor its representatives accept compensation from the sale of securities or other investment products.

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

Savior Wealth may charge performance-based fees to clients. Clients are advised that performance-based fees involve a sharing of any portfolio gains between the client and Savior Wealth. Such performance-based fees create a **conflict of interest**, because Savior Wealth is incentivized to take additional risks in the management of a client portfolio that may be in conflict with the client's current investment objectives and tolerance for risk. No performance-based fees will be assessed until the portfolio, on a cumulative basis from account inception, is in a net gain position.

Performance-based fees are in addition to the asset-based fees detailed in Item 5 of this Brochure. Clients are also advised that as a result of the standard asset-based fee and the performance-based fee, Savior Wealth has an economic incentive to recommend a performance-based fee structure.

Performance-based fees may only be offered to clients who meet one of the following criteria:

- A natural person who or a company that immediately after entering into the contract has at least \$1,100,000 under the management of the investment adviser;
- A natural person who or a company that the investment adviser entering into the contract (and any person acting on his behalf) reasonably believes, immediately before entering into the contract, either:
 1. Has a net worth (together, in the case of a natural person, with assets held jointly with a spouse, excluding principal residence) of more than \$2,200,000, at the time the contract is entered into; or
 2. Is a qualified purchaser as defined in section 2(a)(51)(AA) of the Investment Company Act of 1940 (15 U.S.C. 80a-2(51)(A)) at the time the contract is entered into; or
- A natural person who immediately before entering into the contract is:
 1. An executive officer, director, trustee, general partner, or person serving in similar capacity of the investment adviser; or
 2. An employee of the investment adviser (other than an employee performing solely clerical, secretarial, or administrative functions with regard to the investment adviser) who, in connection with his or her regular functions or duties, participates in the investment activities of such investment adviser, provided that such employee has been performing such functions and duties for or on behalf of the investment adviser, or substantially similar functions or duties for or on behalf of another company for at least 12 months.

Item 7 Types of Clients

Savior Wealth's clients generally include individuals and high net worth individuals.

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

A. Savior Wealth may utilize the following methods of security analysis:

- Charting - (analysis performed using patterns to identify current trends and trend reversals to forecast the direction of prices)
- Fundamental - (analysis performed on historical and present data, with the goal of making financial forecasts)
- Technical – (analysis performed on historical and present data, focusing on price and trade volume, to forecast the direction of prices)
- Cyclical – (analysis performed on historical relationships between price and market trends, to forecast the direction of prices)

Savior Wealth may utilize the following investment strategies when implementing investment advice given to clients:

- Long Term Purchases (securities held at least a year)
- Short Term Purchases (securities sold within a year)
- Trading (securities sold within thirty (30) days)

Investing in securities involves risk of loss that clients should be prepared to bear, including the loss of principal investment. Past performance may not be indicative of future results. Different types of investments involve varying degrees of risk.

B. Savior Wealth's methods of analysis and investment strategies do not present any significant or unusual risks. However, every method of analysis has its own inherent risks. To perform an accurate market analysis Savior Wealth must have access to current/new market information. Savior Wealth has no control over the dissemination rate of market information; therefore, unbeknownst to Savior Wealth, certain analyses may be compiled with outdated market information, severely limiting the value of Savior Wealth's analysis. Furthermore, an accurate market analysis can only produce a forecast of the direction of market values. There can be no assurances that a forecasted change in market value will materialize into actionable and/or profitable investment opportunities.

Savior Wealth's primary investment strategies - Long Term Purchases, Short Term Purchases, and Trading - are fundamental investment strategies. However, every investment strategy has its own inherent risks and limitations. For example, longer term investment strategies require a longer investment time period to allow for the strategy to potentially develop. Shorter term investment strategies require a shorter investment time period to potentially develop but, as a result of more frequent trading, may incur higher transactional costs when compared to a longer term investment strategy. Trading, an investment strategy that requires the purchase and sale of securities within a thirty (30) day investment period involves a very short investment period but will incur higher transaction costs when compared to a short-term investment strategy and substantially higher transaction costs than a longer-term investment strategy.

C. Security Specific Risks. Below are some of the material risks of investing through Savior Wealth. The material risks set forth below are qualified in their entirety by the more detailed risk disclosure in the applicable security or fund offering documents.

Credit Risk: Issuers may not make interest or principal payments on securities, resulting in losses to a client. In addition, the credit quality of securities held by a client may be lowered if an issuer's financial condition changes, including the U.S. government.

Emerging Market Risk: Emerging market countries may have relatively unstable governments, weaker economies and less-developed legal systems with fewer security holder rights. Emerging market economies may be based on only a few industries and security issuers may be more susceptible to economic weakness and more likely to default. Emerging market securities also tend to be less liquid.

Equity Securities Risk: Equity securities are susceptible to general stock market fluctuations and to volatile increases and decreases in value. This may occur because of factors affecting securities markets generally, or the equity securities of a particular company, capitalization, region, or sector.

Fixed Income Risk: A client may invest in fixed income securities, directly or through ETFs. The credit quality rating of securities may be lowered if an issuer's financial condition deteriorates and issuers may default on their interest and/or principal payments. Typically, a rise in interest rates causes a decline in the value of fixed income securities.

Investment in Investment Companies Risk: Investing in investment companies, including ETFs, subjects the Firm's strategies to those risks affecting the investment company, including the possibility that the value of the underlying securities held by the investment company could decrease. Moreover, investors in investment companies will incur their pro rata share of the expenses of the underlying investment companies' expenses. As a result, the cost of investing in investment companies through Savior Wealth will generally be higher than the cost of investing directly in ETFs or other investment companies.

Leverage Risk: Leverage may be used in investment and trading, generally through purchasing inherently leveraged instruments such as ETFs. The prices of leveraged instruments can be highly volatile, and investments in leveraged instruments may, under certain circumstances, result in losses that exceed the amounts invested. Borrowing magnifies the potential for losses and exposes the client to interest expense on money borrowed. Leveraged ETFs will amplify losses because they are designed to produce returns that are a multiple of the equity index to which they are designed to track.

Leveraged ETF Risk: Leveraged ETFs will amplify gains and losses. Most leveraged ETFs "reset" daily. Due to the effect of compounding, their performance over longer periods of time can differ significantly from the performance of their underlying index or benchmark during the same period of time

Market Risk: Overall equity and fixed income securities market risks affect the value of a client's portfolio. Factors such as domestic economic growth and market conditions, interest rate levels and political events affect the securities markets.

Use of Mutual Funds and Exchange Traded Funds: Most mutual funds and exchange traded funds are available directly to the public. A prospective client can obtain many of the funds that may be used by Savior Wealth without engaging Savior Wealth as an investment adviser. However, if a prospective client or client determines to do so, they will not receive Savior Wealth's initial and ongoing investment advisory services.

Small and Medium Capitalization Stock Risk: A client may invest directly or through ETFs in companies of any size capitalization. The price of small or medium capitalization company stocks may be subject to more abrupt or erratic market movements than larger, more established companies or the market averages in general.

Margin Transactions. A margin transaction strategy, in which an investor uses borrowed assets to purchase financial instruments, involves a high level of inherent risk. The investor generally obtains the borrowed assets by using other securities as collateral for the borrowed sum. The effect of purchasing a security using margin is to magnify any gains or losses sustained by the purchase of the financial instruments on margin.

To the extent that a client authorizes the use of margin, and margin is thereafter employed by Savior Wealth in the management of the client's investment portfolio, the market value of the client's account and corresponding fee payable by the client to Savior Wealth may be increased. As a result, in addition to understanding and assuming the additional principal risks associated with the use of margin, clients authorizing margin are advised of the conflict of interest whereby the client's decision to employ margin may correspondingly increase the management fee payable to Savior Wealth. Accordingly, the decision as to whether to employ margin is left totally to the discretion of client.

Securities Backed Loans. Savior Wealth does not generally recommend the use of securities based loans ("SBLs") as an investment strategy, in which the client would leverage borrowed assets as collateral for the purchase of additional securities. However, Savior Wealth may recommend that a client establish a margin account with the client's broker-dealer/custodian or their affiliated banks (each, an "SBL Lender") to access SBLs for financial planning and cash flow management purposes. For example, Savior Wealth may deem it advisable for a client to borrow money on margin to pay bills or other expenses such as financing the purchase, construction, or maintenance of a real estate project. Unlike a traditional real estate-backed loan, an SBL has the potential benefit of: enabling borrowers to access funds in a shorter period of time, providing greater repayment flexibility, and may also result in the borrower receiving certain tax benefits. Clients interested in learning more about the potential tax benefits of borrowing money on margin should consult with an accountant or tax advisor.

The terms and conditions of each SBL are contained in a separate agreement between the client and the SBL Lender selected by the client, which terms and conditions may vary from client to client. Borrowing funds on margin is not suitable for all clients and is subject to certain risks, including but not limited to: increased market risk, increased risk of loss, especially in the event of a significant downturn; liquidity risk; the potential obligation to post collateral or repay the SBL if the SBL Lender determines that the value of collateralized securities is no longer sufficient to support the value of the SBL; the risk that the SBL Lender may liquidate the client's securities to satisfy its demand for additional collateral or repayment / the risk that the SBL Lender may terminate the SBL at any time. Before agreeing to participate in an SBL program, clients should carefully review the applicable SBL agreement and all risk disclosures provided by the SBL Lender including the initial margin and maintenance requirements for the specific program in which the client enrolls, and the procedures for issuing "margin calls" and liquidating securities and other assets in the client's accounts.

Options Strategies. The use of options transactions as an investment strategy involves a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security depending upon the nature of the option contract.

Generally, the purchase or the recommendation to purchase an option contract by Savior Wealth shall be with the intent of offsetting/"hedging" a potential market risk in a client's portfolio. Although the intent of the options-related transactions that may be implemented by Savior Wealth is to hedge against principal risk, certain of the options-related strategies (i.e. straddles, short positions, etc), may, in and of themselves, produce principal volatility and/or risk. Therefore, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct Savior Wealth, in writing, not to employ any or all such strategies for their accounts.

Borrowing Against Assets/Risks. A client who has a need to borrow money could determine to do so by using:

- **Margin**-The account custodian or broker-dealer lends money to the client. The custodian charges the client interest for the right to borrow money, and uses the assets in the client's brokerage account as collateral; and,
- **Pledged Assets Loan**- In consideration for a lender (i.e., a bank, etc.) to make a loan to the client, the client pledges its investment assets held at the account custodian as collateral;

These above-described collateralized loans are generally utilized because they typically provide more favorable interest rates than standard commercial loans. These types of collateralized loans can assist with a pending home purchase, permit the retirement of more expensive debt, or enable borrowing in lieu of liquidating existing account positions and incurring capital gains taxes. However, such loans are not without potential material risk to the client's investment assets. The lender (i.e. custodian, bank, etc.) will have recourse against the client's investment assets in the event of loan default or if the assets fall below a certain level. For this reason, Savior Wealth does not recommend such borrowing unless it is for specific short-term purposes (i.e. a bridge loan to purchase a new residence). Savior Wealth does not recommend such borrowing for investment purposes (i.e. to invest borrowed funds in the market). Regardless, if the client was to determine to utilize margin or a pledged assets loan, the following economic benefits would inure to Savior Wealth:

- by taking the loan rather than liquidating assets in the client's account, Savior Wealth continues to earn a fee on such Account assets; and,
- if the client invests any portion of the loan proceeds in an account to be managed by Savior Wealth, Savior Wealth will receive an advisory fee on the invested amount; and,
- if Savior Wealth's advisory fee is based upon the higher margined account value, Savior Wealth will earn a correspondingly higher advisory fee. This could provide Savior Wealth with a disincentive to encourage the client to discontinue the use of margin.

The Client must accept the above risks and potential corresponding consequences associated with the use of margin or a pledged assets loans.

Item 9 Disciplinary Information

Savior Wealth has not been the subject of any disciplinary actions.

Item 10 Other Financial Industry Activities and Affiliations

Licensed Insurance Agents. Savior Wealth's owner and certain of its representatives, in their individual capacities, are licensed insurance agents, and may recommend the purchase of certain insurance-related products on a commission basis. Clients can engage these individuals to effect insurance transactions on a commission basis. The recommendation that a client purchase an insurance commission product presents a conflict of interest, as the receipt of commissions provides an incentive to recommend insurance products based on commissions received, rather than on a particular client's need. No client is under any obligation to purchase any insurance commission products from Savior Wealth's representatives. Clients are reminded that they may purchase insurance products recommended by Savior Wealth through other, nonaffiliated licensed insurance agents.

Savior Wealth's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding these conflicts of interest.

Investment Adviser to Affiliated Fund. Savior Wealth currently serves as the investment adviser to Savior Acrylic SPV I LP, Savior APP SPV LP, Savior CL SPV LP, Savior ON SPV LP, Savior FB SPV LP, Savior BTC SPV LP, Savior CSPRING SPV LLC, Savior JOB-G SPV LLC, Savior NFC SPV LP, Savior PLSTQ SPV LP, Savior ORCH SPV LP, Savior ORCH II SPV LP and Savior Archetype Fund II SPV LP (the "*affiliated private funds*"). As investment adviser to the *affiliated private funds*, Savior Wealth receives an advisory fee for its services. Given the above discussion relative to the objectives, suitability, risk factors, and qualifications for participation in the *affiliated private funds*, Savior Wealth may give advice or take action with respect to the *affiliated private funds* that differs from that given/taken by Savior Wealth for individual client accounts. Savior Wealth **does not** charge individual clients a direct investment advisory fee on assets allocated to the *affiliated private funds*. However, clients incur investment advisory fees at the funds level.

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

- A. The Savior Wealth Code of Ethics ("Code") has been adopted by Savior Wealth and is designed to comply with Rule 204A-1 under the Investment Advisers Act of 1940 ("Advisers Act").

This Code establishes rules of conduct for all employees of Savior Wealth and is designed to, among other things; govern personal securities trading activities in the accounts of employees, their immediate family/household accounts and accounts in which an employee has a beneficial interest. The Code is based upon the principle that Savior Wealth and its

employees owe a fiduciary duty to Savior Wealth's clients to conduct their affairs, including their personal securities transactions, in such a manner as to avoid (i) serving their own personal interests ahead of clients, (ii) taking inappropriate advantage of their position with the firm and (iii) any actual or potential conflicts of interest or any abuse of their position of trust and responsibility.

The Code is designed to ensure that the high ethical standards maintained by Savior Wealth continue to be applied. The purpose of the Code is to preclude activities which may lead to or give the appearance of conflicts of interest, insider trading and other forms of prohibited or unethical business conduct. The reputation of Savior Wealth continues to be a direct reflection of the conduct of each employee.

Pursuant to Section 206 of the Advisers Act, both Savior Wealth and its employees are prohibited from engaging in fraudulent, deceptive or manipulative conduct. Compliance with this section involves more than acting with honesty and good faith alone. It means that the Savior Wealth has an affirmative duty of utmost good faith to act solely in the best interest of its clients.

A full copy of the Savior Wealth Code of Ethics can be requested by contacting the CCO, Sandy Capobianco at sandy@saviorwealth.com.

In accordance with Section 204A of the Investment Advisers Act of 1940, Savior Wealth also maintains and enforces written policies reasonably designed to prevent the misuse of material non-public information by Savior Wealth or any person associated with Savior Wealth.

- B. As disclosed above, Savior Wealth has a financial interest in the *affiliated private funds*. The terms and conditions for participation in the *affiliated private funds*, including management fees, conflicts of interest, and risk factors, are set forth in the *affiliated private funds* offering documents.
- C. Savior Wealth and/or representatives of Savior Wealth are permitted to buy or sell securities that are also recommended to clients. This practice may create a situation where Savior Wealth and/or representatives of Savior Wealth are in a position to materially benefit from the sale or purchase of those securities. Therefore, this situation creates a conflict of interest. Practices such as "scalping" (i.e., a practice whereby the owner of shares of a security recommends that security for investment and then immediately sells it at a profit upon the rise in the market price which follows the recommendation) could take place if Savior Wealth did not have adequate policies in place to detect such activities. In addition, this requirement can help detect insider trading, "front-running" (i.e., personal trades executed prior to those of Savior Wealth's clients) and other potentially abusive practices.

Savior Wealth has a personal securities transaction policy in place to monitor the personal securities transactions and securities holdings of each of Savior Wealth's "Access Persons". Savior Wealth's securities transaction policy requires that an Access Person of Savior Wealth must provide the Chief Compliance Officer, or his/her designee, with a written report of their current securities holdings within ten (10) days after becoming an Access Person. Additionally, each Access Person must provide the Chief Compliance Officer or his/her designee with a written report of the Access Person's current securities holdings at least once each twelve (12) month period on a date Savior Wealth selects.

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

Item 12 Brokerage Practices

- A. In the event that the client requests that Savior Wealth recommend a broker-dealer or custodian for execution and/or custodial services, Savior Wealth generally recommends that investment management accounts be maintained at Charles Schwab & Co. ("Schwab"). Prior to engaging Savior Wealth to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with Savior Wealth and a separate custodial or clearing agreement with Schwab or another broker-dealer or custodian.

Factors that Savior Wealth considers in recommending *Schwab* include historical relationship with Savior Wealth and its owners, financial strength, reputation, execution capabilities, pricing, research, and service. Although the commissions and transaction fees paid by Savior Wealth's clients comply with Savior Wealth's duty to seek best execution, a client may pay a commission that is higher than another broker-dealer might charge to effect the same transaction where Savior Wealth determines, in good faith, that the commission or transaction fee is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of broker-dealer services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Savior Wealth will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. Except for Program accounts, the brokerage commissions or transaction fees charged by the designated broker-dealer or custodian are in addition to, Savior Wealth's investment management fee.

1. Non-Soft Dollar Research and Additional Benefits.

Savior Wealth receives from Schwab (and potentially other investment platforms, unaffiliated investment managers, vendors, or fund sponsors) free or discounted support services and products. Certain of these products and services assist Savior Wealth to better monitor and service client accounts maintained at these institutions. The support services that Savior Wealth obtains can include investment-related research; pricing information and market data; compliance or practice management-related publications; discounted or free attendance at conferences, educational or social events; or other products used by Savior Wealth to further its investment management business operations.

Certain of the support services or products received may assist Savior Wealth in managing and administering client accounts. Others do not directly provide this assistance, but rather assist Savior Wealth to manage and further develop its business enterprise.

Savior Wealth's clients do not pay more for investment transactions effected or assets maintained at broker-dealers and custodians because of these arrangements. There is no corresponding commitment made by Savior Wealth to Schwab or any broker-dealer or custodian or any other entity to invest any specific amount or percentage of client assets in any specific mutual funds, securities or other investment products because of the above arrangements.

Savior Wealth's Chief Compliance Officer remains available to address any questions that a client or prospective client may have regarding the above arrangement and the conflict of interest such arrangement creates.

Schwab Advisor Services

Schwab Advisor Services™ (formerly called Schwab Institutional) is Schwab's business serving independent investment advisory firms like us. They provide Savior Wealth and its clients with access to its institutional brokerage –trading, custody, reporting and related services – many of which are not typically available to Schwab retail customers. Schwab also makes available various support services. Some of those services help us manage or administer Savior Wealth's client accounts while others help Savior Wealth to manage and grow its business. Schwab also provides monetary assistance to Savior Wealth to defray certain costs related be towards technology, compliance, legal, business consulting and other related expenses.

Services that Benefit the Client

Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which Savior Wealth might not otherwise have access or that would require a significantly higher minimum initial investment by Savior Wealth's clients. Schwab's services described in this paragraph generally benefit the clients and the clients' accounts.

Services that May Not Directly Benefit the Client

Schwab also makes available to Savior Wealth other products and services that benefit Savior Wealth but may not directly benefit clients or their accounts. These products and services assist Savior Wealth in managing and administering its clients' accounts. They include investment research (both Schwab's own and that of third parties). Savior Wealth may use this research to service all or some substantial number of Savior Wealth's client accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- provide access to client account data (such as duplicate trade confirmations and account statements);
- facilitate trade execution and allocate aggregated trade orders for multiple client accounts;
- provide pricing and other market data;
- facilitate payment of Savior Wealth's fees from its clients' accounts; and

- assist with back-office functions, recordkeeping and client reporting.

Services that Generally Benefit Only Savior Wealth

Schwab also offers other services intended to help Savior Wealth manage and further develop its business enterprise. These services include:

- educational conferences and events
- technology, compliance, legal, and business consulting;
- publications and conferences on practice management and business succession; and
- access to employee benefits providers, human capital consultants and insurance providers.

Schwab may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to Savior Wealth. Schwab may also discount or waive its fees for some of these services or pay all or a part of a third party's fees. Schwab may also provide Savior Wealth with other benefits such as occasional business entertainment of its personnel.

2. Savior Wealth does not receive referrals from broker-dealers.
3. Savior Wealth does not generally accept directed brokerage arrangements (when a client requires that account transactions be effected through a specific broker-dealer). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and Savior Wealth will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by Savior Wealth. As a result, client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

In the event that the client directs Savior Wealth to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through Savior Wealth. Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

- B. Transactions effected for each client account will be effected independently, unless Savior Wealth decides to purchase or sell the same securities for several clients at approximately the same time. Savior Wealth may (but is not obligated to) combine or "bunch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Savior Wealth's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. Savior Wealth will not receive any additional compensation or remuneration as a result of such aggregation.

Item 13 Review of Accounts

- A. For those clients to whom Savior Wealth provides ongoing investment advisory services, account reviews are conducted on a periodic basis by Savior Wealth's representatives. All investment advisory clients are advised that it remains their responsibility to advise Savior Wealth of any changes in their investment objectives or financial situation. All clients are encouraged to review financial planning issues, investment objectives and account performance with Savior Wealth on an annual basis either in person or by phone.
- B. Savior Wealth may conduct account reviews upon the occurrence of a triggering event, such as a change in client investment objectives or financial situation, market corrections and client request.
- C. Clients are provided, at least monthly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer or custodian for their account. Savior Wealth may also provide a quarterly written periodic report summarizing account activity and performance.

Item 14 Client Referrals and Other Compensation

- A. As referenced in Item 12.A.1 above, Savior Wealth receives Additional Benefits and indirect economic benefits from Schwab.
- B. Savior Wealth engages promoters to introduce new prospective clients to Savior Wealth consistent with the Investment Advisers Act of 1940, its corresponding Rules, and applicable state regulatory requirements. If the prospect subsequently engages Savior Wealth, the promoter shall generally be compensated by Savior Wealth for the introduction. Because the promoter has an economic incentive to introduce the prospect to Savior Wealth, a conflict of interest is presented. The promoter's introduction shall not result in the prospect's payment of a higher investment advisory fee to Savior Wealth (i.e., if the prospect was to engage Savior Wealth independent of the promoter's introduction).

Item 15 Custody

Savior Wealth shall have the ability to have its advisory fee for each client debited by the custodian on a quarterly basis. Clients are provided, at least monthly, with written transaction confirmation notices and regular written summary account statements directly from the broker-dealer or custodian for their account. Savior Wealth may also provide a quarterly written periodic report summarizing account activity and performance.

To the extent that Savior Wealth provides clients with periodic account statements or reports, the client is urged to compare any statement or report provided by Savior Wealth with the account statements received from the account custodian.

The account custodian does not verify the accuracy of Savior Wealth's advisory fee calculation.

The Savior Wealth engages in other practices and services on behalf of its clients that require disclosure at ADV Part 1, Item 9. Savior Wealth's management of its *affiliated*

funds subjects the firm to CPA examination/audit requirements. These requirements are met as each of the *affiliated funds* is subject to an annual audit by a PCAOB member CPA firm.

In addition, certain clients have signed asset transfer authorizations which permit the qualified custodian to rely upon instructions from the Savior Wealth to transfer client funds to “third parties.” These arrangements are also reflected at ADV Part 1, Item 9, but in accordance with the guidance provided in the SEC’s February 21, 2017 Investment Adviser Association No-Action Letter, the affected accounts are not subjected to an annual surprise CPA examination.

Item 16 Investment Discretion

Savior Wealth generally provides investment advisory services on a discretionary basis. Prior to Savior Wealth assuming discretionary authority over a client’s account, the client is required to enter into an agreement granting Savior Wealth the full authority to buy, sell, or otherwise effect investment transactions involving the assets in the client’s name found in the account.

Clients may impose reasonable restrictions on Savior Wealth’s discretionary authority by notifying their representative of those restriction in writing. Unless Savior Wealth notifies the client that they are unable to accept that restriction, Savior Wealth will do its best to honor those restrictions. For example, Savior Wealth may agree to limit the types or amounts of particular securities purchased for a client.

Item 17 Voting Client Securities

- A. Savior Wealth does not vote client proxies. Clients maintain the exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the client will be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client’s investment assets.

Savior Wealth will not be responsible and each client has the right and responsibility to take any actions with respect to any legal proceedings, including without limitation, bankruptcies and shareholder litigation, and the right to initiate or pursue any legal proceedings, including without limitation, shareholder litigation, including with respect to transactions, securities or other investments held in the client’s account or the issuers thereof

- B. Clients will receive their proxies or other solicitations directly from their custodian. Clients may contact Savior Wealth to discuss any questions they may have with a particular solicitation.

Item 18 Financial Information

- A. Savior Wealth does not solicit fees of more than \$1,200, per client, six months or more in advance.

- B. Savior Wealth is unaware of any financial condition that is reasonably likely to impair its ability to meet its contractual commitments relating to its discretionary authority over certain client accounts.
- C. Savior Wealth has not been the subject of a bankruptcy petition.