Item 1: Cover Page
Part 2A of Form ADV: Firm Brochure
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This brochure provides information about the qualifications and business practices of Arista Wealth Management, LLC. If clients have any questions about the contents of this brochure, please contact our office at (702) 309-9970 or compliance@aristawealth.com. CEO and Founder, Paul L. Moffat may also be reached directly at (702) 250-1148. 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 our firm is also available on the SEC's website at www.adviserinfo.sec.gov by searching CRD #141504.

Please note that the use of the term "registered investment advisor" and description of our firm and/or our associates as "registered" does not imply a certain level of skill or training. Clients are encouraged to review this Brochure and Brochure Supplements for our firm's associates who advise clients for more information on the qualifications of our firm and our employees.

Item 2: Material Changes

The material changes in this brochure from the last annual updating amendment of Arista Wealth Management on February 6, 2023, are described below. Material changes relate to Arista Wealth Management's policies, practices or conflicts of interests.

Arista Wealth Management outsources tax advice to a CPA within the firm, Martin Lewis. (Item 4)

Arista Wealth Management updated Item 5 to disclose most often, Arista will bill on cash accounts but in some circumstances, Arista may waive the fee upon the adviser's discretion.

Arista Wealth Management may charge up to $2,500 annually for Complex Financial Planning techniques for new and existing clients. (Item 5)

Arista Wealth Management updated Item 7 to disclose new annual minimum fee of $5,000 and a minimum account balance of $500,000.

Arista Wealth Management updated Item 4 to disclose written acknowledgement of fiduciary status.

Arista Wealth Management updated Item 10 to disclose Paul Moffat and Jordan Naffa are licensed insurance agents.

Arista utilizes testimonials. However, Arista does not compensate for any testimonials. (Item 14)

Arista utilizes third party ratings for advertising purposes, but provides full disclosure around the awards received, and ensures they are fair and balanced. (Item 14)

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Item 4: Advisory Business

Arista Wealth Management, LLC ("Arista") was established on June 27, 2006 to provide financial planning and wealth management to high net worth clients. Arista's mission is driven by a genuine passion to make a difference in the lives of others. We empower our clients to discover and achieve their financial goals. Arista strives to provide sound financial advice and professional wealth management.

Arista's vision is to serve our client's interests by bringing experienced and credentialed financial advisors together within a scalable business model that is designed to promote transparency. We adhere to academic standards for financial planning and wealth management, and we reduce conflicts of interest. Arista is owned by Starcrest Trust.

The purpose of this Brochure is to disclose the conflicts of interest associated with the investment transactions, compensation, and any other matters related to investment decisions made by Arista or its representatives. As a fiduciary, it is our duty to always act in the client's best interest. This is accomplished in part by knowing our client. Arista has established a service-oriented advisory practice with open lines of communication for many different types of clients to help meet their financial goals. We are sensitive to risk tolerance and time horizons and we work with clients to understand their investment objectives. We educate them about our process, which facilitates the kind of working relationship we value.

In performing its services, Arista shall not be required to verify any information received from the client or from the client's other professionals. Moreover, each client is advised that it remains the client's responsibility to promptly notify us if there is ever any change in the client's financial situation or investment objectives during the client engagement. Arista does not provide any legal advice. Clients should seek the counsel of an outside attorney when necessary.

Types of Advisory Services Offered

Retirement Planning Services:

Arista provides Retirement Planning Services to employer plan sponsors on an ongoing basis. Generally, such Retirement Planning Services consist of assisting employer plan sponsors in establishing, monitoring and reviewing their company's participant-directed retirement plan. As the needs of the plan sponsor dictate, areas of advising could include investment options, plan structure and participant education. Retirement Planning Services typically include:

- Establishing an Investment Policy Statement – Arista will meet with plan sponsors (via phone or in person) to discuss and determine an appropriate investment strategy which will be memorialized in an Investment Policy Statement ("IPS"). The IPS will reflect the plan sponsor's stated investment objectives for management of the overall plan or portfolio, in addition to the financial needs, goals and policy under which such financial goals are to be achieved. Furthermore, the IPS will list the criteria for selection of investment vehicles as well as the procedures and timing interval for monitoring of investment performance.
- Investment Options – Arista will work with the plan sponsor to evaluate existing investment options and make recommendations for appropriate changes based on the IPS.

- Asset Allocation and Portfolio Construction – Arista will develop strategic asset allocation models designed to aid plan participants in determining which strategies meet their investment objectives, time horizon, financial situation and tolerance for risk.
- Investment Monitoring – Arista will monitor the performance of the underlying plan investments and notify the plan sponsor in the event of over or underperformance and in times of market volatility.
- Employee Workshops – For 401(k) plan sponsors with individual plan participants exercising control over assets in the participant's own accounts, Arista will provide educational support and investment workshops. The nature of the topics covered in the workshops will be determined by the plan sponsor and Arista pursuant to the guidelines set forth in ERISA §404(c).

In providing Retirement Planning Services, Arista does not provide any advisory services with respect to the following types of assets: employer securities, real estate (excluding real estate funds and publicly traded REITS), participant loans, non-publicly traded securities or assets, other illiquid investments, or brokerage window programs. All Retirement Planning Services shall be in compliance with the applicable state laws regulating retirement consulting services. This applies to client accounts that are retirement or other employee benefit plans ("Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Arista will provide Retirement Planning Services for our Investment Management clients whose account(s) are part of a Plan. Arista acknowledges its fiduciary standard within the meaning of §3(21) with respect to the provision of services described therein.

Financial Planning Services:

Arista's Financial Planning Services are designed to provide the client with an analysis of steps the client may wish to consider within their investment portfolio and financial situation in order to help achieve their financial goals and objectives. Arista also provides retirement planning and social security analysis, asset accumulation and distribution analysis and Monte Carlo simulations as requested by the Client. Arista's financial planning services range from comprehensive financial planning to more focused consultations (including cash flow analysis to reviewing employee benefit packages and education planning). Depending on the needs of each Client, such services are offered on either a one-time (initial) or ongoing basis as determined by the Client. Arista outsources tax advice to a CPA within the firm, Martin Lewis.

To begin this process, Arista generally will interview the client to gather certain necessary information to assess the client's current financial situation. Based upon this initial interview, Arista will request that the client provide us with all necessary information and documentation to help assess the client's current and anticipated investment goals and financial objectives. The client has full discretion to accept or reject Arista's recommendations contained in client's financial plan. The Client acknowledges that Arista will rely upon the information provided by the client at all times and that Arista will have no liability for the client's failure to provide accurate and complete information. Specific services related to our Financial Planning Services to be provided by Arista are detailed in the written agreement between Arista and the client.

Financial planning recommendations are based on the client's financial situation at the time the recommendations are provided, and are based on the information provided by the client. In addition, certain assumptions may be made with respect to interest and inflation rates, use of past trends and performance of the market and economy. Past performance is in no way an indication of future

performance and Arista cannot offer any guarantees or promises that the client's financial goals and objectives will be met. As a client's financial situation, goals, objectives, or needs change, the client is strongly urged to promptly notify Arista.

Written financial plans or financial consultations rendered to clients usually include general recommendations for a course of activity or specific actions to be taken by the clients. Implementation of the recommendations will be at the discretion of the client. Arista provides clients with a summary of their financial situation, and observations for financial planning engagements. Financial consultations are not typically accompanied by a written summary of observations and recommendations, as the process is less formal than the Financial Planning Services. Assuming that all the information and documents requested from the client are provided promptly, plans or consultations are typically completed within six months of the client signing a contract with Arista.

For Financial Planning Services, clients are free at all times to accept or reject any or all recommendations made by Arista and clients retain the authority and discretion on whether or not to implement the recommended financial plan. If the client decides to follow recommendations made by Arista, the client has the option, but is under no obligation to implement such recommendations through Arista.

Investment Management Services:

As part of our Investment Management Services, clients are provided with standalone wealth management or a combination of wealth management and Financial Planning Services (described above) or consulting services (described below). This service is designed to assist clients in meeting their financial goals through the use of a financial plan or consultation. Arista conducts client meetings to understand their current financial situation, existing resources, financial goals, and tolerance for risk. Based on what is learned, an investment approach is presented to the client that may consist of low cost mutual funds, exchange traded funds ("ETFs"), and other public securities or investments. Once the appropriate portfolio has been determined, portfolios are continuously and regularly monitored, and if necessary, rebalanced based upon the client's individual needs, stated goals, and objectives. Upon client request, Arista provides a summary of observations and recommendations for the planning or consulting aspects of this service.

Wealth Coaching Services:

Arista offers a quarterly wealth coaching service when clients require assistance beyond that which is typically included in our Investment Management Services. The Wealth Coaching services may include the creation and maintenance of a financial plan reviewed and discussed with client quarterly, budgeting, risk management, insurance, and tax planning.

Arista offers two forms of Wealth Coaching Services to our clients:

1. Wealth Coaching Services

Arista offers professional services dedicated to the investment, legacy, and personal needs of wealthy families and individuals when circumstances warrant a deeper dive in any of the following areas:

- Asset Allocation
- Investment Consulting

- Education Planning
- Banking Relationships Support
- Life Management and Budgeting
- Personal and Private Real Estate Investing
- Training and Education (including family members)
- Concierge Services (based on Client needs and mutual agreement with Arista)

These services are generally rendered in conjunction with Investment Management Services. In performing these services, Arista is not required to verify any information received from the client or from the client's other professionals (e.g., attorneys, accountants, etc.) and is expressly authorized to rely on such information through our advisory service agreement. In performing this service, Arista will obtain authorization from the client, as applicable, to obtain information and discuss such information with other professionals engaged by the client.

2. <u>Strategic Business Services</u>

For our corporate and personal clients, Arista Offers Strategic Business Services. Our team can assist with your business' and personal day-to-day operations. This includes, among other things:

- Evaluating and assisting you with selection of entity type
- Providing guidance for financial protection of your owners and employees
- Assisting with reporting requirements
- Cash Flow Management
- Liability Management
- Leadership
- Governance
- Exit Strategies
- Finance
- Mergers and Acquisitions
- Disposing of closely held businesses
- Personal and Private Real Estate Investing
- Tax Planning
- Investment Planning
- Protection Analysis
- Estate Planning

For both forms of Wealth Coaching Services, Arista will work in unison with other professionals to support your long-term planning goals, including liaising with other professionals to assist with tax planning, estate and legacy planning, retirement planning, charitable planning and insurance.

Tailoring of Advisory Services

Arista offers individualized investment advice to our Investment Management Services clients.

Each Investment Management Services client has the opportunity to place reasonable restrictions on the types of investments to be held in the client's portfolio. Restrictions on investments in certain securities or types of securities may not be possible due to the level of difficulty this would entail in managing the account.

Written Acknowledgement of Fiduciary Status

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are 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. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:

- Meet a professional standard of care when making investment recommendations (give prudent advice);
- Never put our financial interests ahead of yours when making recommendations (give loyal advice);
- Avoid misleading statements about conflicts of interest, fees, and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about conflicts of interest.

Participation in Wrap Fee Programs

Arista does not offer or sponsor a wrap fee program.

Regulatory Assets Under Management

As of December 2022, we actively manage $ 496,550,178.00 of client assets; $ 391,187,552.00 on a discretionary basis and $ 105,362,626.00 on a non-discretionary basis.

Item 5: Fees & Compensation

Compensation for Our Advisory Services

Retirement Planning Services Fees:

Our Retirement Planning Services are billed on either an asset-based fee or flat fee basis quarterly in advance or quarterly in arrears depending on where the assets are held. The total estimated fee, as well as the ultimate fee charged, is dependent upon the scope and complexity of our engagement with the client. Our flat fees for Retirement Planning Services range from $750 to $10,000. Our asset-based fees for Retirement Planning Services will not exceed 1.50%. Fees for Retirement Planning Services may be negotiated at any time and can be discounted or waived for friends and family of Arista. The fee-paying arrangements for Retirement Planning Services will be determined on a case-by-case basis and will be detailed in the signed agreement between the client and Arista.

Financial Planning Services Fees:

Arista may charge clients up to $2,500 for complex financial planning techniques, as set forth in the written agreement between the client and Arista. This fee will allow for the implementation and maintenance throughout the plan year. Arista offers flexibility with our planning fees and may charge and hourly fee instead of up to $499, depending on the complexity of the client's situation. Before financial planning services, we will provide an estimate of the approximate hours needed to complete the plan. In the past, advisor has waived annual financial planning fee for grandfathered/legacy accounts. The cost of each financial plan has the potential to be waived or modified on a case-by-case basis.

Investment Management Fees:

Arista provides Investment Management Services to clients for a fee ("Investment Management Fees") based on the value of the client account(s)' assets under management (including cash and cash equivalents) as calculated by the qualified custodian on the last day of the previous quarter and multiplying that by the corresponding percentage in accordance with the following fee schedule, assessed quarterly in advance:

Assets Under Management	Annual Fee %
$0 to $500,000	1.50%
$500,000 to $1,000,000	1.25%
$1,000,000 to $10,000,000	1.00%
$10,000,000+	0.75%

Generally, the maximum annual fee charged for Investment Management Services will not exceed 1.50%. The Investment Management Fees to be assessed will be outlined in the written advisory agreement to be signed by the client. Most often, Arista will bill on cash accounts but in some circumstances, Arista may waive the fee upon the adviser's discretion. The Investment Management Fees will be deducted from client account and are negotiable in the sole discretion of Arista and

arrangements with any particular client can differ from those with other clients. In addition, Arista, in its sole discretion, can reduce or waive the Investment Management Fees in their entirety for family and friends of Arista. Although we believe our Investment Management Fees are competitive, client is hereby advised that lower fees for comparable services may be available from other sources.

For new accounts opened mid-quarter, Arista's fees will be based on a pro-rated calculation of your assets to be managed for the current calendar quarter. Investment Management Fees will be deducted first from any money market funds or cash balances. If such assets are insufficient to satisfy payment of such fees, a portion of the account assets will be liquidated to cover the fees.

For existing management accounts, assets deposited by client between billing cycles will not result in additional management fees being billed to client's account unless any such deposit exceeds $50,000. Such deposits will require modifications and adjustments to the client's investment allocation. Therefore, Arista reserves the right to bill on client accounts on a pro-rata fee based upon the number of days remaining in the current quarterly period. For any partial withdrawal of assets by client during the quarter, Arista will not make pro-rata refunds of our quarterly Investment Management Fees (in the event of a complete withdrawal relating to termination of an account, fees are prorated as described in the Terminations & Refunds section below). As with deposits, withdrawals from client's account will require modifications and adjustments to be made to correct the allocation of assets in client's portfolios.

Arista will consider all investment management accounts managed by Arista which belong to certain familial relations of the client, which is typically referred to as "householding". For purposes of calculating assets under management only, the value of such client's account(s) will be aggregated with the account values of a client's same family, defined as a spouse or partner, and dependent children (collectively, a "household"). Clients are responsible for notifying Arista of any such "household" relationships. As part of this process, clients understand the following:

- The client's independent custodian sends statements at least quarterly showing the market values for each security included in the client's assets and all account disbursements, including the amount of the advisory fees paid to Arista;
- Clients will provide authorization-permitting Arista to be directly paid by these terms. Arista will invoice fees directly to the custodian; and
- Clients understand that it is their responsibility to verify the accuracy of fee calculations as the custodian does not determine its accuracy.

Wealth Coaching Services Fees:

Arista generally charges a flat monthly fee for its Wealth Coaching Services. Fees for our Strategic Business Services are billed monthly on either an hourly rate or on a fixed fee basis.

Fees for Wealth Coaching Services are negotiated and determined by the complexity of the engagement. All Wealth Coaching and Consulting Fees may be negotiated at any time and can be discounted for friends and family of Arista, and are set forth in the written agreement between the client and Arista.

Other Types of Fees & Expenses

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

Termination & Refunds

Either party may terminate the advisory agreement signed with Arista for Investment Management Services at any time by providing written notice to the other party. Upon notice of termination Arista will proceed to close out the account. For terminations that become effective during a quarterly billing period, Investment Management Fees will be prorated based on the days services are provided during the given period, and unearned fees will be refunded to the client.

Financial Planning clients may terminate their agreement at any time before the delivery of a financial plan by providing written notice.

Please note, that clients may terminate their agreement without penalty for a full refund within five business days of initial signing. After the initial signing period of five business days, Arista's refund policy goes into effect and the client shall not be provided a refund for this service.

Either party to a Retirement Planning Services Agreement may terminate at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five business days of signing an agreement. After five business days from initial signing, either party to a Retirement Planning Services Agreement must provide the other party 30 days written notice to terminate billing. Billing will terminate 30 days after receipt of termination notice. Clients will be charged on a pro-rata basis, which takes into account work completed by Arista on behalf of the client. Clients will incur charges for bona fide advisory services rendered up to the point of termination (determined as 30 days from receipt of said written notice) and such fees will be due and payable.

Commissionable Securities Sales

Arista and its representatives do not sell securities for a commission in advisory accounts.

Item 6: Performance-Based Fees & Side-By-Side Management

Arista does not charge performance-based fees.

Item 7: Types of Clients & Account Requirements

Arista has the following types of clients:

- Individuals and High Net Worth Individuals;
- Non-Profits, Unions or Charitable Organizations;
- Pension and Profit Sharing Plans;
- Retirements Plans
- Corporations, Limited Liability Companies and/or Other Business Types

Our requirements for opening and maintaining accounts or otherwise engaging us:

- New annual minimum fee of $5,000.
- Arista requires a minimum account balance of $500,000 for our Investment Management Services. Generally, this minimum account balance requirement is not negotiable and would be required throughout the course of the client's relationship with Arista. However, Arista may waive this requirement at the sole discretion of the firm.
- Legacy clients are subject to Arista's minimum account requirements and advisory fees that were in effect at the time the legacy client entered the advisory relationship with Arista. This will result in different minimum account requirements for Arista's legacy clients.

Item 8: Methods of Analysis, Investment Strategies & Risk of Loss

Methods of Analysis

We use several methods of analysis as well as research produced by other firms and academics. Some of the methods of analysis used, both by Arista and our research sources, are technical analysis, fundamental analysis, modern portfolio theory, charting, asset correlation and academic based financial research. All research and analysis techniques are an attempt to look for persistent historical patterns that can be used to guide current decisions. We continually evaluate our investment strategies against the most current research data available to us as we work to improve our portfolios and financial strategies. Historical guidance is helpful, but historical technical patterns are not guaranteed to repeat. The future is not predictable; therefore, clients must be prepared to bear the risk of loss that is present with any investment strategy.

Risks for All Forms of Analysis: Our securities analysis methods rely on the assumption that the companies whose securities we purchase and sell, the rating agencies that review these securities, and other publicly available sources of information about these securities, are providing accurate and unbiased data. While we are alert to indications that data may be incorrect, there is always a risk that our analysis may be compromised by inaccurate or misleading information.

Investment Strategies We Use

We use the following strategies in managing client accounts, provided that such strategies are appropriate to the needs of the client and consistent with the client's investment objectives, risk tolerance, and time horizons, among other considerations:

Long-Term Purchases: Arista may buy securities for your account and hold them for a relatively long time (more than a year) in anticipation that the security's value will appreciate over a long horizon. Arista will employ this strategy when it is believed to be currently undervalued and/or Arista wants exposure to a particular security over time, regardless of the current projections. The risk of this strategy is that Arista could miss out on potential short-term gains that could have been profitable to your account, or it's possible that the security's value may decline sharply before Arista makes a decision to sell.

Margin Transactions: Arista may purchase stocks, mutual funds, and/or other securities for your portfolio with money borrowed from your brokerage account. This allows you to purchase more stock than you would be able to with your available cash and allows us to purchase stock without selling other holdings. Margin accounts and transactions are risky and not necessarily appropriate for every client. The potential risks associated with these transactions are (1) You can lose more funds than are deposited into the margin account; (2) the forced sale of securities or other assets in your account; (3) the sale of securities or other assets without contacting you; and (4) you may not be entitled to choose which securities or other assets in your accounts are liquidated or sold to meet a margin call.

Passive Investing: Arista largely employs a passive index approach philosophy. We will allocate the client's assets among various investments, taking into consideration the overall management style selected by the client, but if we determine it to be suitable for the client, Arista may recommend portfolios consisting of passively managed asset class and index mutual funds. Arista may recommend mutual funds offered by The Vanguard Group ("Vanguard") and Dimensional Fund Advisors ("DFA"). DFA and Vanguard sponsored mutual funds follow a passive asset class investment philosophy with low holdings turnover. Consequently, the DFA and Vanguard fund fees are generally lower fees and expenses charged by other types of funds.

Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear. While the stock market may increase, and the accounts could enjoy a gain, it is also possible that the stock market may decrease, and the accounts could suffer a loss. It is important that clients understand the risks associated with investing in the stock market, and that their assets are appropriately diversified in investments. Clients are encouraged to ask Arista any questions regarding their risk tolerance.

Description of Material, Significant or Unusual Risks

Arista generally invests client cash balances in money market funds, FDIC Insured Certificates of Deposit, high-grade commercial paper and/or government backed debt instruments. Ultimately, Arista tries to achieve the highest return on client cash balances through relatively low-risk conservative investments. In most cases, at least a partial cash balance will be maintained in a money market account so that Arista may debit advisory fees for our services related to our Investment Management Services, as applicable.

Item 9: Disciplinary Information

There are no legal or disciplinary events that are material to the evaluation of our advisory business or the integrity of our management.

Item 10: Other Financial Industry Activities & Affiliations

Arista feels that clients should be aware that the receipt of additional compensation by Arista and its management persons or employees creates a conflict of interest that may impair the objectivity of our firm and these individuals when making advisory recommendations. Arista endeavors at all times to put the interest of its clients first as part of our fiduciary duty as a registered investment adviser. We take the following steps to address this conflict:

- We disclose to clients the existence of all material conflicts of interest, including the potential for our firm and our employees to earn compensation from advisory clients in addition to our firm's advisory fees;
- We disclose to clients that they are not obligated to purchase recommended investment products from our employees or affiliated companies;
- We collect, maintain and document accurate, complete and relevant client background information, including the client's financial goals, objectives and risk tolerance;
- Our firm's management conducts regular reviews of each client account to verify that all recommendations made to a client are suitable to the client's needs and circumstances;
- We require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- We periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our firm; and
- We educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients.

To the extent that tax services are provided by Arista personnel (in his/her capacity as a tax advisor or CPA through an independent firm and engagement), a conflict of interest exists because that person is receiving compensation separate and distinct from Arista should clients elect to follow his/her recommendations - even if such a recommendation is based on the best interest of the client and their needs. Arista has adopted certain procedures designed to mitigate the effects of these conflicts. For example, as part of Arista's fiduciary duty to clients, Arista personnel will always endeavor to put the interests of clients first, and recommendations will only be made to the extent that they are reasonably believed to be suitable and in the best interests of the client. Additionally, material conflicts presented by these practices are disclosed to clients at the time of entering any new advisory, professional service or consultative arrangement.

Paul Moffat and Jordan Naffa are licensed insurance agents. This activity creates a conflict of interest since there is an incentive to recommend insurance products based on commissions or other benefits received from the insurance company, rather than on the client's needs. Additionally, the offer and

sale of insurance products by supervised persons of Arista are not made in their capacity as a fiduciary, and products are limited to only those offered by certain insurance providers. Arista addresses this conflict of interest by requiring its supervised persons to act in the best interest of the client at all times, including when acting as an insurance agent. Arista periodically reviews recommendations by its supervised persons to assess whether they are based on an objective evaluation of each client's risk profile and investment objectives rather than on the receipt of any commissions or other benefits. Arista will disclose in advance how it or its supervised persons are compensated and will disclose conflicts of interest involving any advice or service provided. At no time will there be tying between business practices and/or services (a condition where a client or prospective client would be required to accept one product or service conditioned upon the selection of a second, distinctive tied product or service). No client is ever under any obligation to purchase any insurance product. Insurance products recommended by Arista's supervised persons may also be available from other providers on more favorable terms, and clients can purchase insurance products recommended through other unaffiliated insurance agencies.

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

As a fiduciary, it is an investment advisor's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our clients at all times. Our fiduciary duty is the underlying principle for Arista's Code of Ethics, which includes procedures for personal securities transaction and insider trading. Arista requires all representatives to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment with Arista, and at least annually thereafter, all representatives of Arista will acknowledge receipt, understanding, and compliance with Arista's Code of Ethics. Arista and representatives must conduct business in an honest, ethical, and fair manner and avoid all circumstances that might negatively affect or appear to affect our duty of complete loyalty to all clients. This disclosure is provided to give all clients a summary of our Code of Ethics. If a client or a potential client wishes to review our Code of Ethics in its entirety, a copy will be provided promptly upon request.

Arista recognizes that the personal investment transactions of our representatives demand the application of a Code of Ethics with high standards and requires that all such transactions be carried out in a way that does not endanger the interest of any client. At the same time, Arista also believes that if investment goals are similar for clients and for our representatives, it is logical, and even desirable, that there be common ownership of some securities.

In order to prevent conflicts of interest, Arista has established procedures for transactions effected by our representatives for their personal accounts[1]. In order to monitor compliance with our personal trading policy, Arista has pre-clearance requirements and a quarterly securities transaction reporting system for all of our representatives.

Neither Arista nor a related person recommends, buys or sells for client accounts, securities in which our firm or a related person has a material financial interest without prior disclosure to the client.

[1] For purposes of the policy, our associate's personal account generally includes any account (a) in the name of our associate, his/her spouse, his/her minor children or other dependents residing in the same household, (b) for which our associate is a trustee or executor, or (c) which our associate controls, including our client accounts which our associate controls and/or a member of his/her household has a direct or indirect beneficial interest in.

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

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

Compliance with Department of Labor Fiduciary Rule

Arista provides investment advice to assets affected by the Department of Labor ("DOL") Fiduciary Rule for a level fee. As such, we abide by the Impartial Conduct Standards as defined by the DOL. To comply with these standards, Arista and our advisors give advice that is in our clients' best interest, charge no more than reasonable compensation (within the meaning of ERISA Section 408(b)(2) and Internal Revenue Code Section 4975(d)(2), and make no misleading statements about investment transactions, compensation, conflicts of interest, and any other matters related to investment decisions. As a level-fee fiduciary, we maintain a non-variable compensation structure that is provided on the basis of a fixed percentage of the value of assets or a set fee that does not vary with the particular investment recommended, as opposed to a commission or other transaction-based fee.

Item 12: Brokerage Practices

The Custodians & Brokers We Use

Arista does not maintain custody of client assets that we manage although we may be deemed to have constructive custody of client assets if Arista is given the authority to withdraw assets from client accounts See Item 15 Custody below. Client assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. Arista recommends Fidelity Brokerage Services LLC (collectively, and together with all affiliates, "Fidelity"), TD Ameritrade Institutional which is a division of TD Ameritrade Inc., member FINRA/SIPC, an unaffiliated SEC-registered broker-dealer and FINRA member ("TD Ameritrade"),Charles Schwab & Co., Inc. ("Schwab") and Royal Bank of Canada ("RBC") (collectively "Recommended Custodians"), members FINRA/SIPC/NFA, as the qualified custodian from whom Arista is independently owned and operated. The Recommended Custodians will hold client assets in a brokerage account and buy and sell securities when instructed. While Arista recommends that clients use the Recommended Custodians, clients will decide whether to do so and will open an account with the Recommended Custodians by entering into an account agreement directly with them. Arista does not open the account for the client. Even though a client account is maintained at the Recommended Custodians, Arista can still use other brokers to execute trades, as described in the next paragraph.

How We Select Brokers/Custodians

Arista seeks to use a custodian/broker who will hold client assets and execute transactions on terms that are, overall, most advantageous when compared to other available providers and their services. A wide range of factors are considered, including, but not limited to:

- Combination of transaction execution services and asset custody services (generally without a separate fee for custody)
- Capability to execute, clear, and settle trades (buy and sell securities for client accounts)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices
- Reputation, financial strength, and stability
- Prior service to us and our other clients
- Availability of other products and services that benefit us, as discussed

Client Brokerage & Custody Costs

The Recommended Custodians generally do not charge clients separately for custody services but are compensated by charging clients commissions or other fees on trades that it executes or that settle into the client's accounts. Transaction fees are negotiated with the Recommended Custodians and are generally discounted from customary retail commission rates. This benefits clients because the overall fee paid is often lower than would be otherwise. The Recommended Custodians do not require that Arista collectively maintain a minimum total of assets under management. In addition to commissions, Schwab charges the account a flat dollar amount as a "prime broker" or "trade away" fee for each trade that we have executed by a different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into the Schwab account. These fees are in addition to the commissions or other compensation paid to the executing broker-dealer.

Products & Services Available to Us

Arista recommends Schwab Advisor Services™ (formerly called Schwab Institutional®), the institutional platform services offered by Fidelity and the institutional advisor program ("the Program") offered by TD Ameritrade Institutional and RBC. The Recommended Custodians offer services to independent investment advisors, which include custody of securities, trade execution, clearance and settlement of transactions.

The Recommended Custodians provide Arista and our clients with access to institutional brokerage, trading, custody, reporting, and other related services, many of which are not typically available to retail customers. The Recommended Custodians also make available various support services. Some of those services help us manage or administer our client accounts, while others help us manage and grow our business. The Recommended Custodians' support services are generally available on an unsolicited basis (we don't have to request them) and at no charge to us. The following is a more detailed description of the provided support services:

Services That Benefit Clients

The Recommended Custodians' 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 the Recommended Custodians include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients.

Services That May Not Directly Benefit Clients

Other products and services that benefit us, but may not directly benefit clients or client accounts, may be made available to Arista. These products and services assist us in managing and administering our clients' accounts. They include investment research, both the Recommended Custodians' own and that of third parties. This research may be used to service all or a substantial number of our client accounts, including accounts not maintained with the Recommended Custodians. In addition to investment research, the Recommended Custodians may also make available software and other technology that provide the following:

- Access to client account data (such as duplicate trade confirmations and account statements)
- Facilitates trade execution and allocates aggregated trade orders for multiple client accounts;
- Provides pricing and other market data;
- Facilitate payment of fees from its clients' accounts; and
- Assists with back-office functions, recordkeeping and client reporting.

Services That Generally Benefit Us

The Recommended Custodians may also offer other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology, compliance, legal, and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers

The Recommended Custodians may provide some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. The Recommended Custodians may also discount or waive fees for some of these services or pay all or a part of a third party's fees. They may also provide us with other benefits, such as occasional business entertainment of our personnel. Other than using custodial services and trade execution from the Recommended Custodians, Money Market Account (MMA) uses its own proprietary analytics and third-party research in making investment decisions for clients.

Our Interest in These Services

The availability of these services from the Recommended Custodians benefits us because we do not have to produce or purchase them. Arista does not have to pay for these services, and they are not contingent upon committing any specific amount of business to the Recommended Custodians in trading commissions or assets in custody. Arista has determined that having the Recommended Custodians execute trades is consistent with our duty to seek "best execution" of trades and is supported by the scope, quality, and price of services. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How We Select Brokers/Custodians") and not services that benefit only us. As part of our fiduciary duties to our

clients, we endeavor at all times to put the interests of our clients first. Clients should be aware, however, that the receipt of economic benefits by Arista or our related persons in and of itself creates a potential conflict of interest and may indirectly influence Arista's choice of the Recommended Custodians for custody and brokerage services.

Best Execution

When performing investment management services, Arista has full discretion to place buy and sell orders with or through such brokers or dealers as it may deem appropriate. Arista strives for the best qualitative execution in relation to the value of client's transactions ("best execution"). In selecting a broker, dealer or other intermediary, Arista will consider such factors that in good faith and judgment it deems reasonable under the circumstances.

Aggregation of Purchase or Sale

Arista provides investment management services for various clients. There are occasions on which portfolio transactions may be executed as part of concurrent authorizations to purchase or sell the same security for numerous accounts served by Arista, which involve accounts with similar investment objectives. Accordingly, where possible, Arista can aggregate ("block trade") client purchase and sale orders with other client accounts that have similar orders being made contemporaneously under the management of Arista. Although such concurrent authorizations potentially could be either advantageous or disadvantageous to any one or more particular accounts, they are affected only when Arista believes that to do so will be in the best interest of the effected accounts and, in Arista's judgment such aggregation is reasonably likely to result in an overall economic benefit to the client accounts. When such concurrent authorizations occur, the objective is to allocate the executions in a manner which is deemed equitable to the accounts involved. In any given situation, Arista attempts to allocate trade executions in the most equitable manner possible, taking into consideration client objectives, current asset allocation and availability of funds using price averaging, proration and consistently non-arbitrary methods of allocation. If all aggregate orders do not fill at the same price, Arista can cause the client and each similar order to pay or receive the average prices at which the orders were filled. If such orders cannot be fully executed under prevailing market conditions, Arista will allocate the securities traded among clients and each similar order in a manner which it considers equitable, taking into account the size of the order placed, the client's cash position, investment objective of the account(s), size of the order and liquidity of the security.

Directed Brokerage

The client may direct Arista in writing to use a particular broker-dealer ("Directed Broker") to execute some or all transactions for the client's account(s) (referred to as "directed brokerage"), in which case, Arista can, at its discretion, agree to such direction (although Arista is not required to do so). Should the client direct Arista to use a particular broker or dealer, client understands and acknowledges that Arista will likely not be able to negotiate terms and arrangements for the client's account(s) with the Directed Broker and will not be able to seek better execution services or prices or be able to aggregate or "block trade" transactions for execution through other broker-dealers with orders for other accounts managed by Arista. Under these circumstances, client could pay higher commissions or other transaction costs, or receive less favorable net prices on transactions for the account(s) than would otherwise be the case.

Item 13: Review of Accounts or Financial Plans

Our management personnel or financial advisors review accounts on at least a semi-annual basis for our Investment Management Services clients. The nature of these reviews is to learn whether client accounts are in line with their investment objectives and are appropriately positioned based on market conditions and investment policies, if applicable. Arista does not provide written reports to clients unless asked to do so. Verbal reports to clients take place on at least an annual basis when our clients are contacted.

Arista may review client accounts more frequently than described above. Among the factors, which may trigger an off-cycle review, are major market or economic events, the client's life events and requests by the client.

Financial Planning clients do not receive reviews of their written plans unless they take action to schedule a financial consultation with us. Arista does not provide ongoing services to financial planning clients; however, we are willing to meet with such clients upon their request to discuss updates to their plans, changes in their circumstances, etc. Financial Planning clients do not receive written or verbal updated reports regarding their financial plans unless they separately engage Arista for a post-financial plan meeting or update to their initial written financial plan.

Retirement Planning Services clients receive reviews of their retirement plans for the duration of the service upon the intervals established in the IPS. Arista also provides ongoing services where clients are met with upon their request to discuss updates to their plans, changes in their circumstances, etc. Retirement Planning Services clients do not receive written or verbal updated reports regarding their plans unless they choose to engage Arista for ongoing services.

Item 14: Client Referrals & Other Compensation

Recommended Custodians

Arista receives economic benefit from Recommended Custodians in the form of the support products and services made available to Arista and other independent investment advisors that have their clients maintain accounts at Recommended Custodians. These products and services, how they benefit Arista, and the related conflicts of interest are described above (see Item 12 – "Brokerage Practices"). The availability of Recommended Custodians products and services is not based on Arista giving particular investment advice, such as buying particular securities for our clients.

Referral Fees

Arista pays (non-commission based) referral fee to independent solicitors that are registered representatives for the referral of their clients to Arista in accordance with Rule 206 (4)-1 of the Investment Advisers Act of 1940, as amended ("Advisers Act"). Such referral fees represent a share of our investment advisory fee charged to our clients. This arrangement will not result in higher costs to the referred client. In this regard, Arista maintains Solicitors Agreements in compliance with Rule 206 (4)-1 of the Advisers and applicable state and federal laws. All clients referred by Solicitors to

Arista will be given full written disclosure describing the terms and fee arrangements between Arista and Solicitors. In cases where state law requires licensure of solicitors, Arista ensures that no solicitation fees are paid unless the solicitor is registered as an investment advisor representative of Arista. If Arista is paying solicitation fees to another registered investment advisor, the licensure of individuals is the other firm's responsibility.

Arista utilizes testimonials. However, Arista does not compensate for any testimonials.

Arista utilizes third party ratings for advertising purposes, but provides full disclosure around the awards received, and ensures they are fair and balanced.

Item 15: Custody

Under federal regulations, Arista is deemed to have custody of client funds or securities by reason of the fact that Arista has authority to debit its fees directly from the client's account(s). To mitigate potential conflicts of interests, all Arista client account assets will be maintained with an independent qualified custodian.
All of our clients receive account statements directly from their qualified custodians at least quarterly upon opening of an account. If Arista decides to also send account statements to clients, such notice and account statements include a legend that recommends that the client compare the account statements received from the qualified custodian with those received from Arista. Clients are encouraged to raise any questions with us about the custody, safety or security of their assets and our custodial recommendations

Item 16: Investment Discretion

Clients have the option of providing Arista with investment discretion on their behalf, pursuant to an executed investment advisory client agreement. By granting investment discretion, Arista is authorized to execute securities transactions, determine which securities are bought and sold, and the total amount to be bought and sold. Should clients grant Arista non-discretionary authority, Arista would be required to obtain the client's permission prior to effecting securities transactions. Limitations may be imposed by the client in the form of specific constraints on any of these areas of discretion with Arista's written acknowledgement.

Item 17: Voting Client Securities

Arista does not accept the proxy authority to vote client securities. Therefore, Arista will have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held in client's account(s) (unless the account(s) is an ERISA account and such authority has not been delegated to another named fiduciary in the plan's written documents), Clients will receive proxies or other solicitations directly from their

custodian or a transfer agent. In the event that proxies are sent to Arista, Arista will forward them to the appropriate client and ask the party who sent them to mail them directly to the client in the future. Clients may call, write or email us to discuss questions they may have about particular proxy votes or other solicitations.

Item 18: Financial Information

Arista is not required to provide financial information in this Brochure because:

- Arista does not require the prepayment of more than $1,200 in fees when services cannot be rendered within six months.
- Arista does not take custody of client funds or securities.
- Arista does not have a financial condition or commitment that impairs our ability to meet contractual and fiduciary obligations to clients.

Arista has never been the subject of bankruptcy proceedings.