



## **Form ADV Part 2A**

December 20, 2023

## ITEM 1: COVER PAGE

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# • BROADWEALTH •

7 Wainwright Road, Suite 18  
Winchester, MA 01890

BroadWealthllc.com

617-549-1990

This Brochure provides information about the qualifications and business practices of **BroadWealth LLC, "BroadWealth."** If you have any questions about the contents of this Brochure, please contact us at 617-549-1990.

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. BroadWealth LLC is registered as an Investment Adviser with the State of Massachusetts. Registration of an Investment Adviser does not imply any level of skill or training.

Additional information about BroadWealth is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching for the firm's name or CRD identification number **304356**.

## ITEM 2: MATERIAL CHANGES

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This Firm Brochure provides a summary of BroadWealth LLC's services and fees, professionals, certain business practices and policies, as well as actual or potential conflicts of interest, among other things.

At least annually, and if there are any material changes to an advisor's disclosure brochure, the advisor is required to notify and provide you with a description of any material changes. Changes considered "material" will include changes of ownership or control; location; disciplinary proceedings; significant changes to our advisory services or advisory affiliates – any information that is critical to a client's full understanding of who we are, where we are located, and how we do business.

Since the last annual update, dated March 29, 2023, the following material change occurred:

- Item 4 BroadWealth LLC is applying for registration with the U.S. Securities and Exchange Commission.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov> by searching for our firm name or by our CRD number **304356**.

You may also request a copy of this Disclosure Brochure at any time, by calling 617-549-1990.

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## ITEM 4: ADVISORY BUSINESS

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BroadWealth LLC ("BroadWealth," the "Firm," the "Advisor," "We," "Us," "Our") is a Registered Investment Adviser with the Commonwealth of Massachusetts and is applying for registration with the U.S. Securities and Exchange Commission.. **Jennifer Dowling Dougherty**, MSE, MBA, CFA is the sole owner of BroadWealth, an independent, fee-only advisory firm which was founded in Winchester, Massachusetts in April 2019. As of September 30, 2023, BroadWealth reports a total of \$53,497,147 in assets under management ("AUM") with \$47,064,096 in discretionary AUM and \$6,433,052 in non-discretionary AUM.

BroadWealth was formed to address the needs of a select group of high net worth individuals and families ("Clients") – those who typically have enjoyed highly demanding, rewarding careers balanced with other major responsibilities of children, aging parents, blended families, philanthropy and/or personal pursuits. As their wealth grew over time, so did the proliferation of financial information, products, and opportunities. These increasing complexities collided with the ever-expanding demands on their time, knowledge, and resources. While highly educated and capable of managing their financial affairs, these clients seek relief and greater control in the form of nuanced expertise, dedicated time, and competent coordination to achieve their financial goals and peace of mind.

BroadWealth serves as their wealth management home – the central hub and harbor for advice and coordination of services regarding all material aspects of their financial world. We provide counsel that is independent, unbiased, and customized.

Each client knows: BroadWealth takes care of your wealth management broadly so that you can focus on *you* -- your family, your work, your life.

### 4A. WEALTH MANAGEMENT SERVICES

BroadWealth tailors its advisory services to the needs and circumstances of each client and intentionally integrates investment management and advisory services into client's financial planning. Typically, investment management and financial planning services are provided as part of one integrated, comprehensive offering.

#### Investment Management

BroadWealth manages individually tailored investment portfolios on a discretionary basis according to the needs and circumstances of each client. We are fairly unique in that we help clients design and implement strategies for *all* of the investment assets on their family's balance sheets, no matter:

- How those assets are owned – whether directly or via a trust, company, or private foundation, or
- Where they are held – whether, for example, with a custodian we recommend, in an employer-sponsored retirement plan, in personal or rental real estate, etc.

During our data-gathering process, we determine the client's objectives, time horizons, risk tolerance, and liquidity needs. We typically review and discuss a client's prior investment history, as well as family composition and background to inform our work together. Based on this information, we:

- Develop a client's personal investment instructions to provide the overall framework and guidelines for an investment plan with an asset allocation tailored to that client's situation.
- Create and manage a portfolio per client's investment instructions and asset allocation targets.

Account supervision is guided by the stated objectives of the client (e.g., maximum capital appreciation, growth, income, growth and income, etc.), as well as tax considerations. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors. Fees pertaining to this service are outlined in **Item 5**. Our methods of analysis and investment strategies are described in **Item 8** of this brochure.

### Investment Operations Platform

Certain aspects of our investment and operational platform are performed by Dynamic Advisor Solutions LLC ("**Dynamic**"), a large SEC-registered investment advisory firm. Dynamic is separately owned and operated (CRD #151367 at [brokercheck.finra.org](http://brokercheck.finra.org)). BroadWealth is not affiliated with Dynamic.

Dynamic develops, administers, and provides access to a highly integrated technology platform developed exclusively for independent wealth managers and their clients. BroadWealth pays Dynamic directly for use of the platform with portals for both clients and advisors. Additionally, per BroadWealth's specifications, Dynamic provides the following support and services:

- Back-office services which may include account administration and paperwork, client invoicing, record maintenance, report preparation, marketing assistance, etc.
- Various model portfolios based on different types of investment strategies utilizing equities, bonds, mutual funds, and/or ETFs. BroadWealth maintains discretion and selects portfolio(s) for each client based upon the risk tolerance and investment objectives discussed and confirmed with that client.
- Portfolio management assistance which may include research services, trading and rebalancing, data aggregation, account reconciliation, etc.

By engaging Dynamic, our operations are more efficient, thus allowing us to attend to strategic client issues related to investments and planning. With Dynamic, we gain access to valuable technology and resources while retaining the intimacy of a boutique firm focused intently on client needs.

### Investment Selection – Separate Account Managers

BroadWealth may allocate and/or recommend that the client allocate a portion of a client's investment assets among unaffiliated independent investment managers ("**Outside Manager(s)**" or "**Manager(s)**") in accordance with the client's designated investment objectives and with whom we have sub-advisory agreements. For example, we have relationships with bond managers to whom we delegate authority. Outside Manager(s) will have day-to-day responsibility for the active discretionary management of the allocated assets. The Firm will continue to render investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives.

The Firm generally considers the following factors when recommending Outside Manager(s): management style, performance, reputation, financial strength, reporting, pricing, research capabilities, and fit with the client's investment objectives. The investment management fee charged by the Outside Manager(s) is in addition to the Firm's advisory fee as set forth in **Item 5**. We do not participate in any portion of those fees. Our goal is to minimize the fees our clients pay to subadvisors, consistent with receiving a high level of service.

### Unaffiliated Private Investment Funds

In certain cases, BroadWealth may recommend investment in certain unaffiliated private investment funds. BroadWealth's role relative to the private investment funds shall be limited to its initial and ongoing due diligence and investment monitoring services. If a client decides to become a private fund investor,

the amount of assets invested in the fund(s) shall be included as part of "assets under management" for purposes of BroadWealth calculating its investment advisory fee. BroadWealth's clients are under absolutely no obligation to consider or make an investment in a private investment fund(s).

All clients considering a private investment generally will receive an Offering Memorandum prepared by the fund sponsor (discussing the fund's investment objectives, risk factors, conflicts, etc.) and typically shall enter into a Subscription Agreement acknowledging the terms and conditions of the fund and/or venture and the corresponding risk factors, including loss of principal and liquidity constraints. BroadWealth will recommend private funds only to those clients for whom it reasonably believes such an investment to be suitable, given the client's total portfolio, risk parameters, and liquidity needs. BroadWealth shall not exercise any discretion regarding an investment in any private fund. Rather, the ultimate investment decision rests with the client.

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 provided to each client for review and consideration. Private investment funds do not provide daily liquidity or pricing.

Given the above risk factors, the Firm must determine whether a specific private fund is appropriate for the client - recognizing that, for certain clients, a private fund of any kind may not be suitable - and shall consider:

- Type of offering - including risks, time horizon, and liquidity issues
- Client's investment objective(s)
- Client's current portfolio allocation
- Client's available cash to commit to the private fund
- Private fund's investment minimum per investor
- Client's current allocation to private investment funds.

***Valuation of Private Investments:*** If subsequent account reports prepared by BroadWealth references the private investment funds owned by the client, the value(s) for these private investment funds shall reflect the most recent valuation *provided by the fund sponsor*. Specifically, if subsequent to purchase, the fund has:

- *not* provided an updated valuation, the valuation shall reflect the initial purchase price.
- provides an updated valuation, then the statement will reflect that updated value. The most recently available value will continue to be reflected on this report until the fund provides a further updated value.

***Please note*** that, as a result of the valuation process, the report may reflect an initial purchase price or an updated value which may be significantly more or less than the actual current value(s) of an investor's fund holding. Regardless, the client's advisory fee shall be based upon the value reflected on the report.

#### Investments in Client's Qualified Employer-Sponsored Retirement Plan Account(s)

Upon request, BroadWealth may provide investment advisory services regarding investment assets held in the client's personal account in a qualified, employer-sponsored retirement plan(s) such as a 401(k), 403(b), or 457. In such event, BroadWealth shall allocate (or recommend that the client allocate) the retirement account assets among the investment options available on the retirement plan's platform. Generally, the client will be responsible for implementing our recommendations.

BroadWealth's fee for this portion of advisory services must be charged to one of the client's personal taxable accounts; we cannot receive any fee compensation from a qualified retirement account nor the plan's sponsor.

**Please Note:** BroadWealth's services shall be limited to the allocation of the client's assets among the investment alternatives available through the plan. BroadWealth will not receive any communications from the plan sponsor nor custodian, and it shall remain the client's exclusive obligation to notify BroadWealth of any changes in investment alternatives, restrictions, or other relevant or material information pertaining to the account(s) in the employer-sponsored plan(s).

## IRA Rollovers

In appropriate circumstances, BroadWealth may recommend that a client roll over an account held in a former employer's retirement plan to an Individual Retirement Account ("IRA") for BroadWealth to manage. When providing investment advice to clients regarding retirement plan accounts or IRAs, BroadWealth is 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. The way BroadWealth makes money creates some conflicts with the client's interests, so BroadWealth operates under a special rule that requires it to act in the client's best interest and not put the firm's interests ahead of the clients. If the client elects to rollover assets into an IRA account subject to BroadWealth's management, the account will be subject to BroadWealth's advisory fee per the client's Wealth Management Agreement.

**Conflict of Interest:** Any financial advisor's recommendation to roll over retirement plan assets into an IRA may create a conflict of interest *if* the additional assets generate additional compensation. When BroadWealth recommends a rollover IRA, the recommendation is given in the client's best interest and ahead of the Firm's interests. Further, the client is never under any obligation, contractually or otherwise, to complete a rollover nor to have the rollover IRA assets managed by BroadWealth.

Many employers permit former employees to keep their retirement assets in the company plan; many also permit current employees to move assets out of the company plan before retiring or leaving the company. In determining whether to complete an IRA rollover, and to the extent the following options are available, BroadWealth clients should consider their costs and benefits. An employee will typically have four options:

1. Leave the assets in the employer/former employer's plan;
2. Transfer the funds to a new employer's retirement plan;
3. Cash out and take a taxable distribution from the plan; or
4. Roll the funds into an IRA account.

Each of these options has advantages and disadvantages. Before initiating a rollover, clients should consult with their CPA and/or tax attorneys to consider the following relevant factors:

- **Range of Investment Options:** Do the investment options in the employer's plan address client's needs, or are other types of investments needed? Employer-sponsored retirement plans:
  - Generally have a more limited investment menu than IRAs.
  - May have unique investment options not available to the public such as employer securities, or previously closed funds.
- **Costs:**



- Explicit Fees: The employer plan may have lower fees than BroadWealth's fees. Fees also should be considered in light of services, expertise, etc.
- Fees Embedded within Funds: What is the cost structure (often called expense ratio) of the share classes available in employer's retirement plan compared to those available in an IRA?
- **Risks**: BroadWealth's recommended strategy may entail higher risk than the option(s) provided in client's plan.
- **Services**:
  - Client should understand the various products and services that may be available through a Rollover IRA and the potential costs of those products and services.
  - The employer plan also may offer financial advice - What is the background of the advisory staff, frequency and method of advice, range of topics covered, etc.?
  - Client's existing retirement plan may allow the client to hire an outside investment manager while keeping the assets titled in the plan name.
- **Taxes**: Shares of company stock held within a 401k plan possibly may be liquidated at a lower capital gains tax rate. Keeping assets titled in a employer plan (*if still working beyond age 72*) potentially may delay a required minimum distribution (RMD) beyond age 72, thus delaying the taxes due on that RMD.
- **Creditor Protection**:
  - An existing 401k plan may offer more liability protection than a rollover IRA. Such legal protection varies by state. Since 2005, IRA assets generally have been protected from creditors in bankruptcies. However, some exceptions may apply. Thus, an attorney should be consulted if concerned about protecting retirement plan assets from creditors.
- **Access to funds**:
  - Loans may be available from the employer plan (although generally not to ex-employees); loans are not permitted from an IRA.
  - IRA assets can be accessed any time, subject, of course, to the same income taxes as distributions from an employer-sponsored retirement account.

Clients should understand the differences between an IRA and an employer-sponsored retirement plan (e.g., 401(k), 403(b), etc. ) and evaluate whether a rollover is best under the circumstances.

### Financial Planning Services

BroadWealth provides financial planning services on a broad range of topics which may include, but are not limited to:

- |                                  |                        |                                 |
|----------------------------------|------------------------|---------------------------------|
| • Investment Analysis            | • College Funding Plan | • Insurance Review & Planning   |
| • Retirement Planning            | • Estate Planning      | • Debt Management               |
| • Employee Benefits Optimization | • Financial Goals      | • Risk and Liability Management |
| • Tax Planning Strategies        | • Cash Flow Management | • Records Management            |
|                                  | • Business Planning    |                                 |

The Firm's Wealth Management fee includes financial planning services to the extent requested by the client. In general, the client and advisor will work together to prioritize the specific areas the financial planning should address, typically in phases over time and iteratively. Implementation of any planning recommendations is entirely at the client's discretion.

The scope of services will change over time based on the client's evolving needs as agreed during regular discussions between the client and BroadWealth. If a client requires extraordinary planning

and/or consultation services (to be determined in the sole discretion of the Firm), the Firm may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written agreement with the client (see **Items 4B** and **5B** below).

**Please note:** BroadWealth's services are not intended to replace any tax, legal or accounting advice from a tax/legal/accounting professional. The Firm 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 services. Accordingly, the Firm does not prepare estate planning documents or tax returns and does not sell insurance. BroadWealth recommends clients consult with a licensed, qualified professional before initiating any tax planning, estate planning, or insurance/risk management strategies.

We will participate in meetings or phone calls between the client and his/her other professional service providers (CPA, attorney, insurance agent, etc.) with the client's approval. As an accommodation when requested, BroadWealth may recommend the services of qualified professionals for certain non-investment implementation purposes (e.g., attorneys, accountants, insurance agents, etc.). Clients are encouraged to make their own decisions and are under no obligation to engage the services of any such recommended professional. Although we may have experience with these service providers, BroadWealth has not performed due diligence on these service providers and is not responsible for the services provided by these services providers. The client is under no obligation to engage the services of any such recommended professional. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from BroadWealth and/or its representatives.

BroadWealth has no financial or business relationship with any such professionals and does not accept nor pay fees or commissions for any type of referral.

BroadWealth cannot monitor nor be responsible for the day-to-day activities of the professional service providers or firms. Further, BroadWealth cannot be responsible for the client's compliance with the requirements of or fulfillment of his/her/its responsibilities to such service providers or regulatory authorities.

The other professional service providers will invoice the client separately for services rendered. If the client engages any such professional and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from and against the engaged professional. At all times, the engaged licensed professional(s) (i.e., attorney, accountant, insurance agent, Third-Party Administrator, etc.), and not BroadWealth, shall be responsible for the quality and competency of the services provided.

***Please Further Note:*** BroadWealth believes that it is important for the client to address financial planning issues on an ongoing basis. BroadWealth's advisory fee, as set forth at Item 5 below, will remain the same regardless of whether or not the client determines to address financial planning issues with BroadWealth. It remains the client's responsibility to promptly notify BroadWealth of any change in his/her/its financial situation or investment objectives for the purpose of reviewing/evaluating/revising BroadWealth's previous recommendations and/or services.

## 4B. FINANCIAL CONSULTING & IMPLEMENTATION SERVICES

On a stand-alone, separate fee basis, clients can engage BroadWealth for financial consulting and implementation services, which may vary greatly in depth and scope relating to a variety of client's financial circumstances. We may consult with a client regarding topics that are not covered under our general financial planning services. Examples may include but certainly are not limited to:

- Analysis to prepare for the sale of a business
- Comprehensive support through probate and estate settlement
- Financial due diligence on a potential large transaction
- A comprehensive review and distillation of financial records, accounts, and issues with corresponding recommendations.

The scope and cost of our consulting services are defined in writing prior to the engagement.

We recommend that clients consult with a licensed, qualified professional before initiating any tax planning, estate planning, or insurance/risk management strategies. We will participate in meetings or phone calls between the client and his/her other professional service providers (CPA, attorney, insurance agent, etc.) with the client's approval.

BroadWealth does not provide legal, accounting or insurance services. The Firm 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 services. Accordingly, the Firm does not prepare estate planning documents or tax returns and does not sell insurance.

## 4C. RETIREMENT PLAN/PENSION SERVICES

### Trustee-Directed and Participant-Directed Plans

If a client, as a Trustee and/or Sponsor of a qualified retirement plan (a "**Plan**") engages us to provide investment advice to the Plan, we will serve as an investment fiduciary as that term is defined under The Employee Retirement Income Security Act of 1974 ("**ERISA**"). If the Plan is participant-directed, we will assist with the selection of an investment platform on which Plan participants shall make their respective investment choices. To the extent engaged to do so, we may determine and manage the menu of investment strategies available to Plan participants and/or may provide corresponding education to assist the participants with their decision-making process. The terms and conditions of the engagement shall generally be set forth in a separate *Retirement Plan/Pension Services Agreement* between the Firm, the Plan Sponsor, and the Plan Trustee.

## 4D. EDUCATIONAL SEMINARS AND SPEAKING ENGAGEMENTS

BroadWealth occasionally may provide seminars for groups seeking general advice on investments and other areas of personal finance. Content of these seminars will vary depending upon the needs of the attendees. Seminars are purely educational in nature and do not involve the sale of any investment products. Information presented will not be based on any individual person's needs, and individualized investment advice will not be provided to attendees during seminars. BroadWealth does not charge attendees fees for these seminars.

## 4E. WRAP FEE PROGRAMS

We do not participate in wrap fee programs.

## ITEM 5: FEES AND COMPENSATION

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BroadWealth receives compensation *only* from our clients. We do not accept compensation for the sale of securities or any other investment products. We neither pay nor accept any referral fees.

For a one-page overview of fees, please see the **Table of Fees for Services** included at the end of this document.

### 5A. WEALTH MANAGEMENT SERVICES

The annual fee for BroadWealth's comprehensive Wealth Management Services includes investment advisory services and, to the extent requested by the client, financial planning services. Wealth Management fees are calculated and paid in accordance with the rates set forth in the fee schedule below.

#### Annualized Advisory Fee Based on Investment Assets Under Management (AUM)

From	To	Rate for Each Tier
\$0	\$2,000,000	1.20%
\$2,000,001	\$5,000,000	0.90%
\$5,000,001	\$10,000,000	0.70%
\$10,000,001	\$20,000,000	0.50%
Above	\$20,000,000	0.30%

In the event the client requires extraordinary planning and/or consultation services (to be determined in the sole discretion of the Firm), the Firm may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written agreement with the client for stand-alone Financial Consulting & Implementation Services (as described in **Item 4B** above and **Item 5B** below).

**Accounts Held with Outside Custodians:** In place of the above fee schedule, a lower administrative fee may be agreed upon for a specific outside account if that account is aggregated only for overall asset allocation and performance reporting purposes – that is, no discretion, no ongoing advice, no trading. This fee will be documented and agreed upon in the client's Wealth Management Agreement.

**Margin Accounts:** If the client borrows against the value of any account included in the scope of our services agreement, the amount borrowed will not impact the fee calculation.

**Cash Positions:** All cash positions (money markets, etc.) may be included as part of assets under management for purposes of calculating BroadWealth's advisory fee. When an account is holding

cash positions, those cash positions may be subject to the same fee schedule as set forth above unless otherwise agreed upon.

**Illiquid Assets:** The value of illiquid and difficult-to-value assets, such as hedge funds, investment real estate, or private investments, will be determined using the most recent report provided by the investment manager or sponsor, if such a report is available. Otherwise, we will use the original purchase price. Alternatively, the client and BroadWealth may agree upon a value. Typically, the valuation date for illiquid assets will lag the valuation of public securities by at least one calendar quarter. In some cases, managers may value private investments only once per year.

**Fees for Outside Managers:** The investment management fee charged by the Outside Manager(s) is separate from, and in addition to, the BroadWealth's advisory fee. We do not participate in any portion of those fees. Before investing with any Outside Manager, clients are provided with the Outside Manager's disclosure brochure, fee schedule, and client agreement. Annual fees charged by Outside Managers vary but generally range from 0.12% to 0.85% of the amount under management and typically are debited directly from the account by Dynamic Wealth Advisors (as part of their routine financial operations services to BroadWealth and its clients) for payment to the Outside Manager.

**Frequency and Nature of Invoices:** Fees are billed quarterly, in advance, based upon the market value, as reported on the Custodian's statements, of the assets being advised/managed by BroadWealth as of the last day of the previous billing period. Our fee is clearly disclosed to the client via a quarterly invoice which shows the fee amount, the value of the assets on which the fees are based, and the method to calculate the fees. Clients are encouraged to review the accuracy of fee calculations. BroadWealth does not solicit prepayment of more than \$500 of fees per client six months or more in advance of the services being rendered.

**Initial Invoice:** The annual fee is charged from the date the *Wealth Management Agreement* is signed. The invoice will be prorated based on a 7-day week and the number of days remaining in the quarter. At the commencement of a new client relationship, many assets may not have transferred yet to accounts over which the advisor has discretion. Therefore, as the basis for the initial invoice calculation, the scope of assets under advisement will be itemized (including each account and its total value as of a date mutually agreed-upon by client and Advisor) and confirmed in writing with the client.

**Payment of Fees:** Most clients elect to have their fees deducted from their account(s). In the limited event that the Firm invoices the client who pays directly, payment may be made via check or electronic funds transfer and is due upon receipt of the Firm's invoice. If the client elects to have fees deducted from the client's account(s), BroadWealth will:

- Obtain written authorization from the client permitting BroadWealth to be paid directly on an ongoing basis from the client's account held by their Custodian. The client may direct BroadWealth to allocate fees across multiple accounts, typically on a prorated basis.
- Send the client an invoice specifying and itemizing any fees assessed, while concurrently sending a copy of the client's invoice details to the Custodian. (Note: For many Custodians, the invoice information will be presented in the form of a data sheet reflecting client invoice details and uploaded to deduct fees, rather than a copy of the actual invoice the client received.)

- Instruct the Custodian to send to the client to the email or postal mailing address the client provided to the Custodian, the account statements, at least quarterly, showing all disbursements for the account, including the amount of any assessed Advisory fees.

**Minimum Fee:** BroadWealth's minimum fee for Wealth Management Services is \$30,000 annually, to be paid on a quarterly basis. Fees shall not exceed 2% of assets under advisement. Therefore, we generally require a minimum total portfolio size of at least \$1.5 million. The minimum fee may cause some clients to incur an effective fee rate that is higher than the Firm's standard fee schedule. This reasonably may be the case, for example, for:

- A client who has a privately held business of substantial value and thus complexity which may create a number of sophisticated planning issues and opportunities, or
- A client who is earlier in her career with very high income, significant annual additions to the portfolio, and, most likely, significant planning needs due to circumstances such as debt levels, young children, significant future expenses, emerging estate planning needs, tax exposure, etc.

Fees and minimums are negotiable in certain cases. To ensure fees do not exceed 2% for a particular client, BroadWealth may, in its sole discretion, elect to waive its minimum fee based on factors such as anticipated future earning capacity, anticipated future additions to assets, dollar value of assets to be managed, aggregated related-party portfolio size, account composition, pre-existing client relationships, or pro-bono activities. In such cases, the adjusted (lower) minimum will be agreed upon in advance and stated in the agreement signed by the client.

**Fee Differentials:** As indicated above, BroadWealth prices its services based upon various objective and subjective factors. As a result, BroadWealth's clients may pay diverse fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall financial planning, reporting and/or consulting services rendered, among many other factors.

**Changes to Fee Schedule:** Clients will be notified in writing in advance of BroadWealth implementing an increase to its fee schedule.

**Additional Fees and Expenses:** All fees paid to BroadWealth are separate and distinct from fees charged by other parties. Other investment-related fees may include, but are not limited to, trading fees or commissions, mutual fund fees and expenses, separate account management fees, limited partnership management and carried interest fees, brokerage and/or insurance commissions, and custodial fees. Clients should review and evaluate the fees charged by all parties, including BroadWealth. We do not share in any fees collected by other parties or funds.

**Termination:** Within five (5) business days of signing the *Wealth Management Agreement*, the agreement may be terminated by either party with no penalty or fee. Thereafter, the agreement may be terminated by either party with written notice at least 15 calendar days in advance. Upon termination of the agreement, any unearned fee will be prorated and refunded promptly to the client.

## 5B. FINANCIAL CONSULTING AND IMPLEMENTATION SERVICES

Financial Consulting and Implementation Services typically are provided for a fixed-fee generally equivalent to what a client would pay under an asset-based fee arrangement. Fees are determined on a case-by-case basis considering various objective and subjective factors, such as:

- Level and scope of services
- Nature and level of investments and assets
- Volume and complexity of issues
- Number of people engaged in client's decision-making process and size of client group
- Number and nature of client's other service providers with whom to collaborate to address the client's needs (e.g., CPA, property managers, bookkeeper, attorneys, custodians, private investment firms, other Registered Investment Advisors, etc.)
- Anticipated number of meetings, phone calls, etc.
- Other relevant considerations such as travel.

These factors vary greatly across family situations; thus, our fees likely will differ across client families even if asset levels are similar. Also, the intensity of the work and scope of services naturally varies throughout the year. Fees are not adjusted in response to those changes as, for a variety of reasons, it is both inappropriate and impractical to do so. The fixed fee is reviewed and presented to the client for approval at least annually. For special projects with a defined scope and duration, fees and payment terms are specified in an engagement letter defining the project.

**Invoices:** Our fee is clearly disclosed on an invoice emailed to you. Fees typically are payable in advance at the beginning of each month or quarter (as agreed in advance) via check, EFT, wire transfer or Zelle. For partial months or quarters, the fee is pro-rated based on a seven-day week.

**Fee Payment Options:** Services performed on a fixed fee basis are paid as set forth in our agreement with the client. Depending on the size and scope of the project, we may request up-front payment, a partial retainer, or payment in full upon completion. Payments for long-term engagements will require installment payments at least quarterly. BroadWealth does not solicit prepayment of more than \$500 of fees per client six months or more in advance of the services being rendered. Payments can be made via check, EFT, Zelle, or wire transfer and are due within ten (10) days of the invoice receipt.

## 5C. RETIREMENT PLAN/PENSION SERVICES

Trustee-Directed, Sponsor-Directed or Participant-Directed Plans

For retirement plans where we are engaged by the Plan Sponsor and Plan Trustee, we typically use our standard fee table or another negotiated rate, which generally depends on the size of the plan and the services rendered. The terms and conditions of the engagement shall generally be set forth in a separate *Retirement Plan/Pension Services Agreement* between the Firm, the Plan Sponsor, and the Plan Trustee. The Agreement shall continue until terminated by either party at any time by written notice to the other party. Any fee that is unearned as of the termination date will be promptly refunded on a prorated basis using a 7-day week.



For Trustee- and Sponsor-Directed Plans, clients may elect to have fees deducted from the Plan's account(s) or billed directly to the Sponsor for payment within 10 days via check or electronic fund transfer. If fees are deducted from the Plan's accounts, then BroadWealth will obtain authorization from the client authorizing fee deductions, send invoices simultaneously to the Plan Sponsor and custodian showing the fee calculation and dollar amount, and instruct the custodian to send to the Plan Sponsor and Trustee, at least quarterly via email or US postal mail per client's previous direction, the account statements showing all disbursements, including advisory fees.

For Participant-Directed Plans, the Plan Sponsor typically engages a Third-Party Administrator (TPA) to provide an investment platform and administer the Plan. Typically, the TPA calculates in arrears all fees (their own, the custodian's, and the Advisor's), deducts all fees from each Plan Participant's account on a monthly or quarterly basis, and then remits payment to the custodian and Advisor after the quarter-end. The details of such arrangements and fee calculation methods will vary depending upon the TPA and custodian chosen by the Plan Sponsor. The *Retirement Plan/Pension Services Agreement* will confirm, in **Exhibit A.**, the services to be rendered by the Advisor and, in **Exhibit B.** the specific fees, procedures, and terms for all payments to the Advisor.

As stated previously, BroadWealth has no affiliation with any other parties, including Third-Party Administrators or custodians of retirement plans. If BroadWealth is engaged to determine and manage the menu of investment strategies available to Plan participants, such investments will *not* pay commissions or rebates to BroadWealth. BroadWealth will not charge attendees fees for any educational seminars which BroadWealth provides for Plan Participants.

#### Investments in a Client's Account in an Employer-Sponsored Qualified Retirement Plan

When a client requests that we provide investment advice regarding assets held in a personal account in a qualified plan such as a 401(k), 403(b), 457 or other type of employer-sponsored plan, the account's assets are included in the client's routine quarterly invoice calculations and are subject to the fee table in the client's *Wealth Management Agreement*. Generally, the client will be responsible for implementing our rebalancing recommendations. Our fee for this portion of advisory services must be charged to one of the client's personal taxable accounts; we cannot receive any payment from a qualified retirement account nor the Plan's Sponsor as compensation for this advisory work. The client is responsible for notifying us of any changes to the Plan and its associated investment menu.

## **5D. EDUCATIONAL SEMINARS AND SPEAKING ENGAGEMENTS**

BroadWealth does not charge attendees a fee for seminars or speaking engagements.

## **5E. WRAP FEE PROGRAMS**

BroadWealth does not participate in wrap fee programs.

## **5F. OTHER FEES, EXPENSES AND TERMS**

**Custodians, Brokers, Other Third-Parties:** Our fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which may be incurred by the client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as custodial fees, 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. **Item 12** of this Brochure further describes the factors that we consider in selecting or recommending broker-dealers for client's transactions and determining the reasonableness of compensation (e.g., commissions) to them.

**Fund Expenses:** Mutual fund and exchange traded funds (ETFs) also charge internal management fees which are disclosed in each fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to our fee, and we shall not receive any portion of these commissions, fees, or charges.

**Use of Mutual Funds and Exchange Traded Funds:** Most funds are available directly to the public. Thus, a client or prospective client can obtain many of the funds that may be recommended and/or utilized by the Firm independent of engaging the Firm as an investment advisor. However, if a client or prospective client determines to do so, they will not receive the benefit of the Firm's initial and ongoing investment advisory services.

**Fee Differentials.** The Firm's clients could pay diverse fees based upon the market value of their assets, the complexity of the engagement, and the level and scope of the overall financial consulting and implementation services to be rendered. The services to be provided by the Firm to any particular client could be available from other advisers at lower fees. All clients and prospective clients should be guided accordingly.

**Out of Pocket Expenses:** Unless agreed in advance with the client, the Advisor shall bear its out-of-pocket costs (e.g., travel, phone, printing, etc.) incurred in connection with the provision of services to the client.

**Disclosure Statement:** A copy of the Firm's written Brochure as set forth on Part 2A of Form ADV (this document) shall be provided to each client prior to, or contemporaneously with, the execution of the Wealth Management Agreement, Financial Consulting & Implementation Services Agreement, or Retirement Plan/Pension Services Agreement.

We assist our clients in negotiating favorable fee agreements. **We do not receive any portion of the fees paid by our clients to other investment firms, brokers, or product providers.** We do not accept any compensation for the sale of securities or any other investment products including asset-based sales charges or service fees from the sale of mutual funds.

Our objective is to help our clients avoid unnecessary costs.

## ITEM 6: PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

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We do not offer performance-based fees and do not engage in side-by-side management.

## ITEM 7: TYPES OF CLIENTS

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BroadWealth's clients are individuals, families, and their related entities such as trusts, pension or profit-sharing plans, privately held businesses, foundations, family limited partnerships, etc.

For retirement accounts and pension or profit-sharing plans, BroadWealth and its advisors act as fiduciaries as defined under the US Department of Labor Conflict of Interest Rule with respect to all

aspects of our engagement, including all advice we provide regarding the client's retirement accounts.

BroadWealth's minimum fee is \$20,000 annually, to be paid on a quarterly basis. Fees shall not exceed 2% of assets under advisement. Therefore, we generally require a minimum total portfolio size of at least \$1 million. Fees and minimums are negotiable in certain cases. BroadWealth may, in its sole discretion, elect to waive its minimum fee based on factors such as anticipated future earning capacity, anticipated future additions to assets, dollar value of assets to be managed, aggregated related-party portfolio size, account composition, pre-existing client relationships, or pro-bono activities. In such cases, the adjusted (lower) minimum will be agreed upon in advance and stated in the agreement signed by the client.

## ITEM 8: METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

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### METHODS OF ANALYSIS AND INVESTMENT STRATEGIES

Our goal is to help each client construct the investment portfolio appropriate for her situation. Thus, BroadWealth first begins by understanding *you*.

#### CLIENT ANALYSIS

For each client, we follow an initial and ongoing interview process and data collection effort. Factors we analyze may include, but are not limited to:

**Investment goals:** The intended future use of and goals for investments; risks of failing to meet goals

**Client balance sheet:** Assets available to invest; current debt; liquid vs. illiquid assets; concentration of a single security or asset class

**Cash flow:** Anticipated distributions from or contributions to the portfolio; anticipated changes over time; tolerance for risks to cash flow due to illiquidity

**Time horizon:** Anticipated timeframe for the assets to be invested; expectations as to when regular withdrawals may begin and over what time period will they need to be sustained

**Estate planning and legacy wishes:** Expressed desires to pass assets to spouse, children, charity, or others; intentions or goals for any lifetime gifts to family members, charities, or others

**Experiences, views, and expectations regarding return and risk:** Experience with investing; current asset allocation; tolerance for complexity; exposure to foreign currency risk; tolerance for various types of risk as reflected by the factors described above

BroadWealth is not required to verify information received from the client nor from the client's other professional service providers and is authorized to rely on such information as presented. The client is obligated to inform us of changes in his/her situation which may be relevant to our advisory relationship and investment advice.

## MARKET ANALYSIS AND INVESTMENT STRATEGIES

We also work to understand and analyze the market. Significant sources for investment information include financial newspapers and magazines, materials prepared by other research firms and analysts, corporate rating services, timing services, annual reports, prospectuses, or company press releases.

Academic research has long shown that the choice of an asset allocation is the single most important factor in determining portfolio results – that is, the reward received for the risk taken. This phenomenon becomes even stronger over time. BroadWealth sees the asset-allocation decision as the most critical aspect of investing. With the preponderance and rapid proliferation of investment information, BroadWealth further believes:

- Public capital markets are generally efficiently priced and
- Future market performance is inherently unpredictable.

These beliefs lead us, primarily, to employ passive investment management strategies. Passive investing involves building portfolios that are comprised of various distinct asset classes. The asset classes are weighted in a manner to achieve a desired relationship between correlation, risk and return. In contrast, with active management, a manager employs some method, strategy or technique to construct a portfolio intended to generate returns greater than a designated benchmark. Academic research indicates that the vast majority of active managers underperform the market, especially as the investment time horizon lengthens.

To reduce **volatility** – the commonly accepted definition of risk – given the market’s unpredictability, BroadWealth suggests diversification across many dimensions including asset classes, geographies, market capitalization, and, if appropriate, liquidity premiums. We pay particular attention to investment expenses, transaction fees and brokerage commissions the client will incur. Our strategies and investments may have unique and significant tax implications which inform the choice of account type (taxable, tax-deferred, or tax-exempt) for various types of investments. This aspect of investment planning often is termed *asset location*. As most of our clients are taxable investors, tax efficiency is an important but not the sole consideration in an investment plan.

In summary, BroadWealth typically uses low-cost, tax efficient mutual funds and ETFs (exchange-traded funds) to build broadly diversified portfolios with asset classes spanning the global equity and fixed income markets.

Based on the above analyses of client-specific factors and market conditions, BroadWealth designs an investment plan suggesting an asset allocation and/or model portfolio, ways to manage risk, and where to locate assets. Upon agreement with the client, BroadWealth implements the plan by directing the purchase of securities which generally are liquid investments traded in the public markets. Bond market participation is generally through bond market mutual funds as well as bond ETFs and/or individual bonds. Stock investment vehicles may include ETFs, index mutual funds, and, far less frequently, actively managed mutual funds.

Each client account is monitored and periodically rebalanced, as appropriate, to maintain allocations within reasonable ranges of the target. When rebalancing the portfolio, BroadWealth does not attempt to predict short-term market movements -- a practice commonly known as *market timing*. Our rebalancing method takes into consideration, among other things, the performance of the portfolio components, transaction costs, and the potential tax implications of transactions. We may make longer-term tactical decisions to under- or over-weight specific asset classes. The extent to which a tactical decision is implemented in a client’s accounts depends upon many factors such

as the account size, current tax situation of the individual or entity owning the account, and/or the tax treatment of that account.

BroadWealth also uses scenario analysis to inform portfolio construction. Scenario analysis helps to inform current decisions by exploring the likelihood of potential future outcomes. Our software subjects a portfolio to various market conditions to learn how it may perform over a long period of time under a wide range of hypothetical circumstances.

## **USE OF INDEPENDENT MANAGERS AND SUB-ADVISORS**

We may select or refer clients to third-party Independent Managers and/or Sub-Advisors (“**Outside Managers**” or “**Managers**”). Our analysis of an Outside Manager includes examining its experience, expertise, investment philosophies, financial strength, reporting, pricing, research, reputation, and past performance in an attempt to determine if that manager has demonstrated an ability to invest over a period of time and in different economic conditions. We also survey the Manager’s compliance and business enterprise risks.

A risk of investing with an Outside Manager who has been successful in the past is that the Manager may not be able to replicate that success in the future. Furthermore, we do not:

- Supervise Outside Managers’ daily businesses nor compliance operations to prevent business, regulatory, or reputational deficiencies nor
- Control the underlying investments in the Managers’ portfolios to ensure adherence to a portfolio’s stated investment mandates or strategies.

## **MATERIAL RISKS INVOLVED**

**All investing strategies involve risk and may result in a loss of the original investment which the client should be prepared to bear.**

### **General Risk of Loss**

The profitability of BroadWealth’s recommendations may depend to a great extent upon correctly assessing the future course of the securities markets and the price movements of stocks and bonds. There can be no assurance that BroadWealth will be able to predict those price movements accurately.

Investing in public and private securities involves risk of loss that clients should be prepared to bear. Any investment has risks such as fluctuations in market value. BroadWealth attempts to minimize the risks by allocating investments across cash, stocks and bonds, as well as across domestic and international markets. However, there is no guarantee of success with this or any other investment approach.

## **MARKET, REGULATORY, AND SECURITY-SPECIFIC RISKS**

BroadWealth in no way guarantees the future performance of any account (or any specific level of performance), the success of any investment strategy or managers that we may use, or the success of the investment recommendations.

Many of the following types of risks generally apply to stocks, bonds, commodities or any other investment or security.

#### Market Risks

- **General Market Risk:** Market risk involves the possibility that an investment's current market value will fall due to a general market decline, reducing the value of the investment regardless of the operational success of the issuer's operations or its financial condition. This type of risk is caused by external factors independent of a security's underlying circumstances. For example, political, economic, and social conditions may trigger market events. Markets can trade in random or cyclical price patterns, and prices can fall over sustained periods of time. The value of the investments in your account will change as markets fluctuate and could decline over short- or long-term periods. Due to the structure of client portfolios, it is likely that the performance of client accounts will differ from standard published indices.
- **Market Failure:** Securities purchased in the public markets depend upon the continued smooth operation of those markets to set prices and provide liquidity. Market failure can occur suddenly and for a wide range of reasons including extreme events, market shocks, sudden changes in investors' perceptions of risk, and natural or manmade disasters. The failure may be temporary or permanent. Market failure exposes investors to the potential losses discussed next in "Liquidity Risk."
- **Liquidity Risk (Limited Markets Risk):** Certain securities may be less liquid (harder to sell or buy) and their prices may at times be more volatile than at other times. Securities that are traded over-the-counter, that do not have a ready market, or that are thinly traded are less liquid and may face material price discounts when a sale is required. Under certain market conditions, there may not be a buyer for a particular security.
- **Strategy Risk:** The Advisor's investment strategies and/or investment techniques may not work as intended.
- **Turnover Risk:** At times, the strategy may have a portfolio turnover rate that is higher than other strategies. A high portfolio turnover increases brokerage commission expenses and may result in additional distributions of taxable capital gains. These factors may negatively affect the account's performance.
- **Concentration Risk:** Certain investment strategies focus on particular industries, sectors asset-classes, or types of investment. From time to time, these strategies may be subject to greater risks of adverse developments in such areas of focus than a strategy that is more broadly diversified across a wider variety of investments.
- **Interest Rate Risk:** Bond (fixed income) prices generally fall when interest rates rise. The bond's value may fall below par value or the principal investment. The opposite is also generally true: bond prices generally rise when interest rates fall. In general, fixed income securities with longer maturities are more sensitive to these price changes. Most other investments are also sensitive to the level and direction of interest rates.
- **Legal or Legislative Risk:** Legislative changes or Court rulings may impact the value of investments or the securities' claim on the issuer's assets and finances.

- **Inflation Risk:** Inflation may erode the buying-power of an investment portfolio, even if the dollar value of the investments remains the same. As inflation increases, the real value of your assets may decline, and income earned may have less value.
- **Margin Risk.** Generally, BroadWealth recommends, only in limited, case-by-case circumstances, the use of margin for investment purposes and does not use margin in its portfolio models. A margin transaction occurs when an investor uses borrowed assets to purchase financial instruments. 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. The use of margin as an investment strategy creates a high level of inherent risk.
- **Non-US Investment Risk:** Investing in the financial instruments of foreign companies or governments creates considerations not usually associated with investing in financial instruments of US companies or the US Government, including:
  - Political and economic considerations such as greater risks of overall political, social, and economic instability; restrictions on removing assets from the country; expropriation; nationalization; confiscatory taxation; and the imposition of taxes or withholding on interest, dividends, capital gains, other income, or gross sale or disposition proceeds;
  - The evolving and unsophisticated laws and regulations applicable to the securities and financial services industries of certain countries;
  - The relatively small size of the securities markets in such countries and the low volume of trading, resulting in potential lack of liquidity and greater price volatility;
  - Fluctuations in currency exchange rates and the costs of currency conversion; and
  - US or foreign government policies limiting the client's investment opportunities in that foreign country.

In addition, financial reporting and accounting standards outside of the US may, in some emerging markets, not be as rigorous as US standards. Therefore, less information may be available concerning foreign companies than for those located in the US. Structuring transactions, mitigating risks, and/or enforcing the client's rights may be more difficult or even impossible in such markets.

#### Regulatory Risks

- **Strategy Restrictions:** Certain types of investors may have restrictions prohibiting specific investment strategies or products. For example, private foundations are restricted in their use of investments that may be deemed "jeopardizing investments."
- **Trading Limitations:** Each security exchange generally has the right to suspend or limit trading under certain circumstances. A suspension of or limitation on trading could make it difficult to complete or continue certain strategies and/or impossible to liquidate a security.

#### Portfolio Construction Risks

- **Borrowing against Investment Assets:** Borrowing against portfolio assets increases the risk associated with those assets. The greater the borrowing, the greater the risk of loss. Borrowing

also increases the price volatility of an investment. An investment involving leverage should not be undertaken without a thorough understanding of the risks involved.

- **Decisions to Shift Allocations among Asset Classes:** When changing weightings among asset classes, we may be incorrect about the direction and/or timing of the weightings. These typically are not large adjustments and occur only when a trend is expected to persist longer-term.
- **Timing:** Soon after investing, an asset class suddenly may become relatively over- or under-valued and remain that way for a long time. Making an investment at the wrong time may lead to losses or under-performance.
- **Misunderstanding the Client's Financial Situation:** We may misunderstand the client's situation, including his/her tolerance for risk either through miscommunication, misinformation, or even the client's own lack of awareness about his/her tolerance for losses.
- **Inability to Predict Extreme Events:** Terrorism, war, natural disasters are inherently unpredictable and may cause decline in the values in many asset classes simultaneously and/or significantly.
- **High Correlation Risk:** Despite constructing broadly diversified portfolios, several components of a client's portfolio may decline simultaneously as a result of certain economic and market conditions. As the world's financial markets have become increasingly integrated, events such as those in 2008- 2009 may become more likely.

#### Security-Specific Risks

Apart from the general risks outlined above which apply to all types of investments, specific securities may have other risks.

- **Currency Risk (also known as Exchange Rate Risk):** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the country where the investment was made.
- **Reinvestment Risk:** Future proceeds from investments may have opportunities for reinvestment at only lower rates of return (e.g., the interest rate). This primarily relates to fixed income securities.
- **Business Risk:** A particular *industry* or a particular *company* within an industry may have greater risks in its business fundamentals. For example, within the broadly defined energy industry, oil-drilling companies depend on the lengthy, capital-intensive process of finding oil and then refining it before they can generate income, never mind a profit. Thus, their profitability typically is subject to greater risk than that of electric companies with steady income from customers who continue to buy electricity regardless of the economic environment.
- **Common Stocks:** Prices may go up and down quite dramatically, and, in the event of an issuer's bankruptcy or restructuring, a stock could lose all value. A slower-growth or recessionary economic environment could affect adversely the price of all stocks.
- **Small and Medium Cap Company Risk:** Securities of companies with small and medium market capitalizations are often more volatile and less liquid than investments in larger



companies. Small and medium cap companies may face a greater risk of business failure which could increase the volatility of the client's portfolio.

- **Private Investment Fund Risks:** Private investments generally have risk factors and liquidity constraints and are intended only for experienced and sophisticated investors who have the willingness and financial ability to bear the high economic risks of the investment. Before investing in any private fund, clients will be provided the fund's offering documents which explains the investment in detail. Investors should carefully review these offering documents and consider the potential risks before investing. Some of these risks may include loss of all or a substantial portion of the investment due to leveraging, short-selling, or other speculative practices; lack of liquidity because of redemption terms and conditions and that there may not and will not be a secondary market for the fund; volatility of returns; restrictions on transferring interest in the fund; a potential lack of diversification; higher fees than mutual funds; lack of information regarding valuations and pricing; and advisor risk.

BroadWealth's recommendation of a particular fund to clients does not mitigate any risks described above or in the investment sponsor's offering documents.

- **Liquidity and Valuation Risks:** Private funds (such as Limited Partnerships) may invest in securities and other financial assets that are subject to legal or other restrictions on transfer or for which no liquid market exists. The market prices, if any, for such instruments tend to be volatile, and such securities may not be saleable when desired or may not realize the perceived fair value in the event of a sale. The sale of restricted and/or illiquid securities often requires more time and results in higher brokerage charges or dealer discounts and other selling expenses than does the sale of securities eligible for trading on national securities exchanges or in the over-the-counter markets. As a result, calculating the fair market value of a Private Fund's underlying holdings may be difficult.
- **Fund of Funds Risk:** Clients that invest in other funds indirectly bear their proportionate share of the operating expenses and management fees of the underlying fund(s). There is risk that the fund's performance will be adversely affected by the assets owned by the other funds in which it invests, and that the layering of expenses associated with the fund's investment in such other funds will cost investors more than direct investments would have cost.
- **Bonds:** Corporations issue debt securities to borrow money. Public entities issue debt obligations typically to obtain funds for various public purposes, including the construction of public facilities. The market price of a debt security fluctuates depending on many factors such as interest rates, credit quality, and maturity. In general, market prices of debt securities decline when interest rates rise; conversely, their prices increase as interest rates fall. The longer the time to a bond's maturity, the greater its interest rate risk.
- **Municipal Securities:** Municipal bonds (muni-bonds) pay a lower rate of return than most other types of bonds but generally are tax-free at the federal level but may be taxable in individual states other than the state in which both the investor and municipal issuer is domiciled. Investors should compare the relative *after-tax* returns of a muni-bond to the *after-tax* return of other bonds, depending on the investor's tax bracket. Municipal securities carry additional risks than those of corporate and bank-sponsored debt securities described above. These risks include the municipality's ability to raise additional tax revenue or other revenue (in the event the bonds are revenue bonds) to pay interest on its debt and to retire its debt at maturity.



- **Credit Risk:** Fixed income investments are subject to credit risk. An issuer's credit quality depends on its ability to pay interest on and repay its debt and other obligations. Defaulted securities (or those expected to default) are subject to additional risks in that the securities may become subject to a plan of reorganization that can diminish or eliminate their value. The credit risk of a security may also depend on the credit quality of any bank or financial institution that provides credit enhancement for the security.
- **Bank Obligations:** Banks and other financial institutions are greatly affected by interest rates and may be adversely affected by downturns in the US and foreign economies or changes in banking regulations. Bank obligations, including bonds and certificates of deposit, may be vulnerable to setbacks or panics in the banking industry.
- **Exchange Traded Funds (ETFs):** Prices may vary significantly from the Net Asset Value throughout the day due to market conditions and changes in the price of the underlying holdings. Certain Exchange Traded Funds may not track underlying benchmarks as expected. ETFs are also subject to the following risks:
  - i. An ETF's shares may trade at a market price that is above or below their net asset value;
  - ii. ETFs can be bought and sold throughout the day and their price can fluctuate throughout the day. During times of heightened market volatility, the price of an ETF can be lower than that of the actual underlying securities.
  - iii. Trading of an ETF's shares may be halted if:
    - The listing exchange's officials deem such action appropriate,
    - The shares are delisted from the exchange, or
    - Market-wide "circuit breakers" (tied to large decreases in stock prices) are activated to halt stock trading generally.
  - iv. Certain ETFs may employ leverage (i.e., borrow money; also called *buy on margin* or *employ margin*) which creates additional volatility and price risk depending on the amount of leverage utilized, the collateral, and the liquidity of the supporting collateral. Further, the use of leverage generally results in additional costs to the ETF due to interest payments. Authorized participant(s) could decide not to participate any longer in providing liquidity to an ETF. Volatility and liquidity can severely and negatively impact the price of the ETF's underlying portfolio securities, thereby causing significant price fluctuations of the ETF.
  - v. The Advisor has no control over the risks taken by the underlying funds in which clients invest. While ETFs may provide diversification, risks can be significantly increased for funds that:
    - Concentrate in a particular sector of the market,
    - Concentrate in a particular type of security rather than balancing the fund with different types of securities,
    - Primarily invest in small cap or speculative companies, or
    - Use leverage (as discussed immediately above).
  - vi. ETF managers trade fund investments in accordance with fund investment objectives and a particular investment strategy, and the ETF may be limited by its investment strategy.

- vii. In addition to the internal cost of the ETF that is usually paid by the investor, many ETFs also are subject to trading costs from the custodian when the client purchases and/or sells the ETF from the client's account.
- **Tracking Error Risk:** An investment designed to track a specific market index may deviate from that index. Tracking error risk applies to many types of investments, including Exchange Traded Funds, stock index mutual funds, bond index mutual funds, and actively managed portfolios that are intended to track an index, as well as many types of derivatives.

### Cybersecurity Risks

BroadWealth and its service providers are subject to risks associated with a breach in cybersecurity. Cybersecurity is a generic term used to describe the technology, processes and practices designed to protect networks, systems, computers, programs and data from both

- Intentional cyber-attacks and hacking by other computer users as well as
- Unintentional damage or interruption

that, in either case, can result in damage or interruption from computer viruses, network failures, computer and telecommunications failures, infiltration by unauthorized persons and security breaches, usage errors by their respective professionals, power outages and/or catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes.

A cybersecurity breach could expose both the Firm and its clients and prospective clients to substantial costs (including, without limitation, those associated with forensic analysis of the origin and scope of the breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, litigation, adverse investor reaction, the dissemination of confidential and proprietary information and reputational damage), civil liability and regulatory inquiry or action.

While the Firm has established a Disaster Recovery and Business Continuity Plan as well as risk management strategies, systems, policies, and procedures intended to prevent cybersecurity breaches, such plans, strategies, systems, policies, and procedures have inherent limitations including the possibility that certain risks have not been identified. Furthermore, the Firm cannot control the cybersecurity plans, strategies, systems, policies, and procedures put in place by other service providers to the Firm and/or the issuers in which the Firm's clients invest.

### COVID-19 Risks

The global pandemic of the novel Coronavirus (Covid-19) already has caused significant market, economic, and social uncertainty world-wide and is likely to do so in the future, as well. The pandemic created dramatic and rapid declines in asset prices and reduced market liquidity both significantly and abruptly. While the long-term impact of COVID-19 is impossible to predict, both this and future pandemics, epidemics, or outbreaks could have an enduring and materially adverse impact on global, national, and local economies.

Economic and market disruptions due to quarantines, remote working, travel restrictions, social distancing, travel restrictions, etc. and/or local, national, or international failures to contain the outbreak despite these measures, could adversely impact people and businesses across the world and create long-lasting instability in the financial markets. Restrictions (including "shelter-in-place" or "lock-downs"), as well as the physical impact of any illness on key persons of BroadWealth, Dynamic, third-party sub-advisors or managers could materially disrupt their business operations, and similar disruptions can occur among their service providers and counterparties. While there

have been governmental responses to the potential negative effects of Coronavirus, it is unclear how effective these responses are or what impacts they could have on the financial markets, investor confidence, and overall economic conditions. Any of these effects could materially and adversely affect BroadWealth, third-party sub-advisors or managers, other services providers, and client investments.

The risks described above are not a complete list of all risks associated with the Firm's investment strategies. In addition, as the Firm's investment program develops and changes over time, an account with the Firm may be subject to additional and/or different risk factors.

## ITEM 9: DISCIPLINARY INFORMATION

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Neither BroadWealth nor its management has been the subject of any criminal or civil action, administrative enforcement proceedings, legal events, or disciplinary events material to a client's or prospective client's evaluation of BroadWealth or the integrity of its management.

Per Massachusetts Regulation 950 CMR 12.205(8)(d), the Securities Division of the Commonwealth of Massachusetts maintains records regarding each registered investment advisor including any disciplinary history. Thus, clients can obtain any disciplinary history related to BroadWealth LLC or any registered investment advisor by contacting: Massachusetts Securities Division, One Ashburton Place, 17th floor, Boston MA 02108, (617) 727-3548.

## ITEM 10: OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

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BroadWealth receives compensation *only* from its clients. We do not have any conflicts of interest with our clients due to relationships or transactions with any outside parties.

- We do not receive compensation from any outside source.
- BroadWealth does not own, operate, nor have any relationships with any related parties.
- No BroadWealth employee is registered nor applying to register as a broker-dealer, registered representative of a broker-dealer, futures commission merchant, commodity pool operator, or commodity trading advisor.

## RECOMMENDATIONS OR SELECTIONS OF OTHER INVESTMENT ADVISERS

BroadWealth may utilize Dynamic Wealth Advisors ("Dynamic") for back office support, technology platforms, and portfolio management services for client accounts. Dynamic is an investment adviser registered with the U.S. Securities and Exchange Commission (CRD #151367) and may provide BroadWealth with investment management solutions, including, but in no way limited to, the following: investment administration, account aggregation, fee collection, record maintenance, report preparation, marketing assistance, and research services. Fees charged by Dynamic are paid directly by BroadWealth.

## ITEM 11: CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

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As a fiduciary, our Firm and its associates have a duty of utmost good faith to act solely in the best interests of each client. Our clients entrust us with their funds and personal information, which in turn places a high standard on our conduct and integrity.

Our fiduciary duty is a core aspect of our Code of Ethics and the foundation for all our dealings. Additionally, BroadWealth requires adherence to its Insider Trading Policy as well as the CFA Institute's:

- Asset Manager Code of Professional Conduct and
- Code of Ethics and Standards of Professional Conduct.

### CODE OF ETHICS DESCRIPTION

This Code does not attempt to identify all possible conflicts of interest, and literal compliance with each of its specific provisions will not shield associated persons from liability for personal trading or other conduct that violates a fiduciary duty to advisory clients. A summary of our Code of Ethics' principles is outlined below.

- **Integrity** - Associated persons shall offer and provide professional services with integrity.
- **Objectivity** - Associated persons shall be objective in providing professional services to clients.
- **Competence** - Associated persons shall provide services to clients competently and maintain the necessary knowledge and skill to continue to do so in those areas in which they are engaged.
- **Fairness** - Associated persons shall perform professional services in a manner that is fair and reasonable to clients, principals, partners, and employers, and shall disclose conflict(s) of interest in providing such services.
- **Confidentiality** - Associated persons shall not disclose confidential client information without the specific consent of the client unless in response to proper legal process or as required by law.
- **Professionalism** - Associated persons' conduct in all matters shall reflect credit of the profession.
- **Diligence** - Associated persons shall act diligently in providing professional services.

We periodically review and amend our Code of Ethics to ensure that it remains current, and we require all Firm access persons to attest to their understanding of and adherence to the Code of Ethics at least annually. Our Firm will provide a copy of its Code of Ethics to any client or prospective client upon request.

## **INVESTMENT RECOMMENDATIONS INVOLVING A MATERIAL FINANCIAL INTEREST AND CONFLICTS OF INTEREST**

Neither our firm, its associates, nor any related person is authorized to recommend to a client or effect a transaction for a client, involving any security in which our firm or a related person has a material financial interest, such as in the capacity as an underwriter, adviser to the issuer, etc.

## **ADVISORY FIRM PURCHASE OF SAME SECURITIES RECOMMENDED TO CLIENTS AND CONFLICTS OF INTEREST**

Our firm and its related persons may buy or sell securities similar to, or different from, those we recommend to clients for their accounts. To reduce or eliminate certain conflicts of interest involving the firm or personal trading, our policy may require that we restrict or prohibit associates' transactions in specific reportable securities transactions. Any exceptions or trading pre-clearance must be approved by the Chief Compliance Officer in advance of the transaction in an account, and we maintain the required personal securities transaction records per regulation.

## **TRADING SECURITIES AT/AROUND THE SAME TIME AS CLIENT'S SECURITIES**

From time to time, our firm or its related persons may buy or sell securities for themselves at or around the same time as clients. Unless it is a mutual fund or ETF, we will not trade a security on any of the 5 days prior to any client's trading of the same security.

Our Code of Ethics is designed to ensure that the personal securities transactions of BroadWealth's employees will not interfere in any way with our acting in the best interests of our clients.

## **ITEM 12: BROKERAGE PRACTICES**

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### **FACTORS USED TO SELECT CUSTODIANS AND/OR BROKER-DEALERS**

Client assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. BroadWealth LLC does not have an affiliation nor business relationships with any broker-dealers, other than facilitating the use of their custody and trading platforms for client accounts.

BroadWealth may, at a client's request, recommend a broker-dealer to the client for the purpose of establishing custody and trading accounts based on the client's need for such services.

BroadWealth considers firms based on their reputation, services, and the likelihood they will provide "best execution." Best execution does not necessarily mean the lowest commission but the best overall qualitative execution given the particular circumstances.

#### **1. Research and Other Soft Dollar Benefits**

We do not participate in soft dollar programs.

A soft dollar benefit is an arrangement where a broker provides an investment advisor with computers, research or other compensation in exchange for that advisor directing business

to the broker. In our opinion, soft dollar arrangements are detrimental to a client's interest as an investor.

BroadWealth receives no direct compensation nor indirect (i.e., "soft dollar") compensation from brokers, custodians or other service providers in connection with client accounts. We may receive access to systems and services which broker-dealers customarily provide to advisors with client accounts at such firms at no additional expense to the advisor or the clients.

## 2. Brokerage for Client Referrals

We do not receive referrals from a broker-dealer nor any third party in exchange for using that broker-dealer or third party.

## 3. Clients Directing which Broker/Dealer/Custodian to Use

We do recommend a specific custodian for clients to use; however, clients may custody their assets at a custodian of their choice. Clients may also direct us to use a specific broker-dealer to execute transactions. By allowing clients to choose a specific custodian, we may be unable to achieve most favorable execution of client transaction and this increases costs for the client as compared to using a lower-cost custodian.

## THE CUSTODIAN AND BROKERS WE USE (FIDELITY)

BroadWealth does not maintain custody of your assets. BroadWealth has an arrangement with National Financial Services, LLC, and Fidelity Brokerage Services, LLC (together with all affiliates, "Fidelity") through which Fidelity provides BroadWealth with Fidelity's "platform" services. The platform services include, among others, brokerage, custodial, administrative support, record keeping and related services that are intended to support intermediaries like BroadWealth in conducting business and in serving the best interests of their clients, but that may benefit BroadWealth. BroadWealth and Fidelity are not affiliates, and no broker-dealer affiliated with BroadWealth is involved in the relationship between BroadWealth and Fidelity.

## YOUR BROKERAGE AND CUSTODY COSTS

Fidelity charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transactions fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Fidelity enables BroadWealth to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Fidelity's commission rates are generally considered discounted from customary retail commission rates. However, the commissions and transaction fees charged by Fidelity may be higher or lower than those charged by other custodians and broker-dealers.

## SERVICES AVAILABLE TO US VIA FIDELITY

BroadWealth receives some benefits from Fidelity through its participation in the program. Following is a more detailed description of platform services and benefits received through Fidelity.

**SERVICES THAT BENEFIT YOU.** Fidelity provides access to a range of investment products, execution of securities transactions, and custody of client assets through National Financial Services, LLC and Fidelity Brokerage, LLC. Also, Fidelity provides discount brokerage rates that

are generally lower than retail investor rates. Fidelity services described in this paragraph generally benefit you and your account.

**SERVICES THAT MAY NOT DIRECTLY BENEFIT YOU.** Fidelity also makes available to us other products and services that benefit us but may not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts, such as software and technology that may:

- Assist with back-office functions, recordkeeping, and client reporting of our clients' accounts
- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Provide pricing and other market data
- Assist with back-office functions, recordkeeping, and client reporting
- Investment research
- Access to Fidelity's trading desk for Advisors
- Access to block trading

**SERVICES THAT GENERALLY BENEFIT ONLY US.** By using Fidelity, we will be offered 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
- Vendor discounts to purchase business services, such as consulting, marketing and branding, technology support and other similar business services

As part of its fiduciary duties to clients, BroadWealth endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by BroadWealth or its related persons in and of itself creates a potential conflict of interest and may indirectly influence BroadWealth's choice of Fidelity for custody and brokerage services.

## **AGGREGATING (BLOCK) TRADING FOR MULTIPLE CLIENT ACCOUNTS**

Transactions for each client account generally will be effected independently. However, we may aggregate purchase and sale orders for client accounts when we determine that aggregation is likely to help minimize costs and contribute to best execution of trades. This practice is commonly referred to as "block trading." 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.

## **ITEM 13: REVIEW OF ACCOUNTS**

BroadWealth has the fiduciary duty to provide services consistent with the client's best interests.

BroadWealth conducts ongoing account reviews for Wealth Management clients, and generally prefers to personally meet and/or correspond with clients on an as-needed basis. BroadWealth provides clients with quarterly statements summarizing account holdings and performance. Clients should always rely on the statement received from the custodian broker-dealer for all official valuation and tax information.

Clients are encouraged to review financial planning issues, investment objectives and account performance with BroadWealth at least annually. Clients are reminded that it remains their responsibility to advise BroadWealth of any changes in their investment objectives and/or financial situation. There may be extended periods of time when we together determine that changes are neither necessary nor to the client's advantage.

The client will receive from their broker-dealer or account custodian:

- Trade confirmations,
- Monthly or quarterly statements showing all activity in the accounts, such as receipt of dividends and interest and the deduction of advisory fees, and
- Annual tax reporting statements. Clients are responsible for transmitting tax reporting statements from the custodian to their tax professionals.

BroadWealth does not provide additional reports to clients, other than financial plans and quarterly written reports related to fee invoicing.

## ITEM 14: CLIENT REFERRALS AND OTHER COMPENSATION

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We do not pay compensation to any person, directly or indirectly, for client referrals. Further, we do not accept any referral fees or other compensation when we refer a client to other professionals.

## ITEM 15: CUSTODY

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BroadWealth does not accept custody of client funds except in the instance of withdrawing client fees. For client accounts from which BroadWealth directly debits its advisory fee:

- BroadWealth will send copies of its invoice to both the custodian and the client.
- The custodian will send at least quarterly statements to the client showing all disbursements for the account, including the amount of the advisory fee.
- The client will provide written authorization to BroadWealth permitting fees to be paid directly from the client's account(s) held by the custodian.

Clients should receive at least quarterly statements from the broker-dealer, bank, or other qualified custodian that holds and maintains client's investment assets. We urge clients to carefully review such statements and compare such official custodial records to the account statements or reports that BroadWealth may provide to clients. Our statements or reports may vary from custodial statements based on accounting procedures, reporting dates, or valuation methodologies of certain securities.

Please note: The account custodian does not verify the accuracy of BroadWealth's fee calculations.

### Standing Letters of Authorization or Instruction

Schwab, Fidelity and Pershing have long offered clients the ability to make periodic transfers from their accounts to third parties of their choosing. The transfer instructions, which must be directed by the client pursuant to signed documentation required by the custodian, are known as "Standing Letters of Authorization" ("SLOA") or similar terminology. The client's authorization of a SLOA permits BroadWealth to act on client's behalf to transfer client funds or securities to third parties



(e.g. college or mortgage payments). Per regulatory guidelines, this practice does not constitute custody of the client's account.

In keeping with our practice of *not* having custody of our clients' assets, we:

- Prohibit our firm and employees from having full power of attorney over a client account.
- Do not accept or forward client securities (e.g., stock certificates) or funds delivered to us.
- Do not collect fees of \$500 or more, per client, for services to be performed six months or more in advance.
- Do not authorize any employee to have knowledge of a client's account access information (e.g., passwords for online 401(k), brokerage or bank accounts), even for the convenience or accommodation of clients or their legal agent(s).

BroadWealth does not have authority to freeze a client's accounts; only the client's custody agent can do that. However, under certain circumstances, we may ask the custodian to prevent out-bound transfers from a client's accounts to protect assets from misappropriation. If we suspect a client's email account has been hacked and a criminal is attempting to use the client's email to impersonate the client and/or access his/her account, we will ask his/her custody agent to freeze the client's accounts and will promptly inform the client.

If a client is age 65 or older, and we suspect someone is attempting to exploit him/her financially, BroadWealth is obligated by the laws of most states to notify:

- (1) The client or his/her designated personal representative,
- (2) His/her custody agent and request that out-bound transfers be prevented, and
- (3) The relevant regulatory agencies in the client's state of residence.

Even if the client directs us *not* to take any action, we may be *required* by state law to follow through with steps (2) and (3) above.

## ITEM 16: INVESTMENT DISCRETION

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For those client accounts where we provide investment management or advisory services, BroadWealth maintains discretion over these accounts with respect to the selection and amount of securities to be bought and sold, as well as the timing of such transactions. We have the authority to complete the following without obtaining the clients' prior approval for each specific transaction:

- Execute investment recommendations
- Determine the Outside Manager to be utilized or discontinued
- Otherwise act on the client's behalf in most matters necessary or incidental to the handling of the account.

Advisor will have the discretion to facilitate the selection of, and changes to, the Dynamic portfolio allocations. Dynamic provides software tools for advisors to facilitate the purchase and sale of securities in the client's accounts, including the amounts of securities to be bought and sold to align with the client's goals and risk tolerance, through a series of approximately 100 incremental model portfolio allocations ranging from 0% to 100% in equities. BroadWealth may also create its own portfolio models and allocations.

Clients may request, in writing, a reasonable limitation on discretionary authority (e.g., limit the types/amounts of particular securities purchased for the account), which limitation will be accommodated where practicable. Investment guidelines and restrictions must be provided to BroadWealth in writing. In the event of an order error by BroadWealth or its back office operations

(provided by Dynamic Wealth Advisors), a client's Account is made whole, and the Firm does not retain any gain from adjusting the error.

Discretionary authority is granted either by BroadWealth's Wealth Management Agreement and/or by a separate limited power of attorney where such document is required. Investment discretion is discussed with clients in detail when an advisory relationship commences.

## **ITEM 17: VOTING CLIENT SECURITIES**

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BroadWealth does not have authority to vote proxies on behalf of clients nor to offer guidance regarding how to vote specific proxies or solicitations. Clients maintain exclusive responsibility for:

- Receiving and voting proxies for any and all securities maintained in client portfolios and
- Acting on corporate actions pertaining to the client's investment assets.

The client shall instruct the client's qualified custodian to send to the client copies of all proxies and shareholder communications relating to the client's investment assets. In the event we receive any written or electronic proxy materials, we will forward them directly to the client by mail or email, per prior written instruction.

## **ITEM 18: FINANCIAL INFORMATION**

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BroadWealth does not have any financial impairment that will preclude the Firm from meeting contractual or fiduciary commitments to clients. The Advisor meets all net capital requirements to which it is subject, and the Advisor has never been the subject of a bankruptcy petition.

BroadWealth is not required to provide a balance sheet, as it does not serve as a custodian for client funds or securities and does not require prepayment of fees of \$500 or more per client for services to be performed six months or more in advance.

## **ITEM 19: REQUIREMENTS FOR STATE-REGISTERED ADVISERS**

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### **JENNIFER DOWLING DOUGHERTY, MSE, MBA, CFA**

Born: 1966

#### **EDUCATIONAL BACKGROUND**

- 1998 MBA, Harvard Business School
- 1989 MSE, Master of Science in Engineering (Industrial & Operations Engineering), University of Michigan
- 1988 BS, Mathematics and Engineering Science, magna cum laude, Vanderbilt University

#### **BUSINESS EXPERIENCE**

- 04/2019 – Present, BroadWealth LLC, Principal and CCO
- 10/2014 – 10/2018, Ballentine Partners LLC, Senior Investment Advisor

- 10/2007 - 09/2014, U.S. Boston Capital Corporation, Principal & Chief Operating Officer
- 03/2004 - 09/2007, Harvard Business School, Managing Director, Executive Education

Jennifer has served as President of the HBS Women's Association of Boston, on the Standing Committee of the Winchester Unitarian Society (WUS), as a Trustee of the WUS, and on a number of community and nonprofit boards.

Prior to founding BroadWealth, Jennifer served high net worth clients as a Senior Investment Advisor at Ballentine Partners and also at U.S. Boston Capital Corporation where she was also a Principal and the Chief Operating Officer. At U.S. Boston, she also provided leadership to the firm's investment processes, operational and technology improvements, and private investment management.

Earlier in her career, Jennifer worked as an engineer at AT&T Bell Labs, a consultant at Coopers & Lybrand, a senior administrator at MIT, and then a Managing Director in the Executive Education division at Harvard Business School.

## **PROFESSIONAL DESIGNATIONS, LICENSING, AND EXAMS**

**Chartered Financial Analyst (CFA):** The CFA Program is a graduate-level self-study program that combines a broad-based curriculum of investment principles with professional conduct requirements. It is designed to prepare charterholders for a wide range of investment specialties that apply in every market all over the world. To earn a CFA charter, applicants study for three exams (Levels I, II, III) using an assigned curriculum. Upon passing all three exams and meeting the professional and ethical requirements, they are awarded a charter.

## **DISCIPLINARY INFORMATION**

No management person at BroadWealth has ever been involved in an arbitration claim of any kind or been found liable in a civil, self-regulatory organization, or administrative proceeding.

## **OTHER BUSINESS ACTIVITIES**

Jennifer Dowling Dougherty is not involved with outside business activities.

## **MATERIAL RELATIONSHIPS THAT MANAGEMENT PERSONS HAVE WITH ISSUERS OF SECURITIES**

Neither BroadWealth nor Jennifer Dowling Dougherty has any relationship nor arrangement with issuers of securities.

## **ADDITIONAL COMPENSATION**

Jennifer Dowling Dougherty does not receive any economic benefit from any person, company, or organization, in exchange for providing clients advisory services through BroadWealth.

## **SUPERVISION**

Jennifer Dowling Dougherty, as Principal and Chief Compliance Officer of BroadWealth, is responsible for supervision. She may be contacted at the phone number on this brochure supplement.

## **REQUIREMENTS FOR STATE REGISTERED ADVISORS**

Jennifer Dowling Dougherty has never been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, or a bankruptcy petition.

## TABLE OF FEES FOR SERVICES

Carefully read Item 4 and Item 5 of BroadWealth's Form ADV Part 2A, as these sections contain important details about BroadWealth's advisory services and fees. Fees may be negotiable and may not apply to all clients. The fees below will apply to you only when you request the services listed.

Fees Charged by Investment Adviser	Fee Amount		Frequency Fee Is Charged	Services
Assets Under Management Fee*	\$0 to \$ 2,000,000 \$ 2,000,001 - \$ 5,000,000 \$ 5,000,001 - \$10,000,000 \$10,000,001 - \$20,000,000 Above \$20,000,000 Minimum Annual Fee of \$30,000	1.20% 0.90% 0.70% 0.50% 0.30%	Quarterly in Advance	<ul style="list-style-type: none"><li>Portfolio management for individuals and/or small businesses</li><li>Financial planning services</li><li>Pension consulting services**</li></ul>
Hourly Fee	Not applicable			
Subscription Fee	Not applicable			
Fixed Fee	Per written agreement		Per written agreement	<ul style="list-style-type: none"><li>Financial consulting &amp; implementation services</li></ul>
Commissions to Adviser	\$0			
Performance-based Fee	\$0			
Other	\$0			
Fees Charged by Third Parties	Fee Amount		Frequency Fee Is Charged	Services
Third Party Money Manager	Varies by manager; generally 0.12% to 0.85%		Per written agreement	Specialized invst. managmnt. of focused assets
Robo-Adviser Fee	\$0			
Talk with your Adviser about fees and costs applicable to you				

\* Lower fee may apply if an account is held at an outside custodian and aggregated only for the purposes of asset allocation and performance reporting (non-discretionary and not traded by Advisor).

\*\* Includes private educational seminars

### Additional Fees to Discuss with Your Advisor

Additional Fee	Yes / No	Paid To
Brokerage Fees	Yes	Fidelity or the custodian you have chosen to use
Commissions	No	
Custodian Fees	Yes	Fidelity or the custodian you have chosen to use
Mark-Ups	No	
Mutual Fund or ETF Fees and Expenses	Yes	Each fund's investment advisor

Effective June 2023

## PRIVACY POLICY

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BroadWealth LLC recognizes that our relationships with current and prospective clients are based on integrity and trust. We work hard to maintain your privacy and to preserve the private nature of our relationship with you. We are committed to securing the confidentiality and integrity of your personal information. BroadWealth LLC will not disclose your personal information to anyone unless it is required by law or at your direction. We will not sell your personal information. BroadWealth LLC will provide this privacy statement to all clients annually.

We are proud of our privacy practices and want our current and prospective clients to understand why, what, and how information is collected; how we use it; and how we protect your personal information.

### WHY WE COLLECT YOUR INFORMATION

We gather information about you so that we can:

- Know who you are and thereby prevent authorized access to your information;
- Design, implement, and improve the services we provide you; and
- Comply with the laws and regulations that govern us.

In providing financial services to you, we collect certain non-public personal information about you. Our policy is to keep this information strictly safeguarded and to use or disclose it only as needed to provide services to you, or as permitted by law. Protecting your privacy is important to us.

### INFORMATION WE COLLECT AND MAINTAIN

We may collect the following types of “nonpublic personal information” about you:

- Information about your identity, such as your name, address, social security number, date of birth, and financial information
- Information that we generate to service your financial needs (e.g., transaction data)
- Information that we may receive from third parties with respect to your financial profile

### HOW WE OBTAIN YOUR INFORMATION

We collect nonpublic personal information about clients such as you from the following sources:

- From you during our initial meeting or subsequent consultations
- From you via applications or other forms you complete
- From your transactions with us or others as related to services we provide to you
- From your other advisors, when authorized by you to share that information
- Via a web server, if you visit our web site. Such information is often referred to as a “cookie.” Cookies indicate where a site visitor has been online and what has been viewed.

## INFORMATION WE DISCLOSE

We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as permitted by law. Moreover, we will not release information about our clients or former clients unless at least one of the following conditions is met:

- We receive your prior written consent.  
Clients may provide this consent by completing BroadWealth's **Information Sharing Authorization Form** or by initialing the appropriate field in the **Client Agreement**.
- We believe the recipient to be you or your authorized representative.
- We are required by law to release information to the recipient.

We use information about you and your account only to help us better serve your investment needs or to suggest services or educational materials that may be of interest to you. Arrangements with companies or independent contractors not affiliated with BroadWealth LLC will be subject to confidentiality agreements.

## EXCEPTIONS

We may be required to disclose client confidential information in the following circumstances:

- To resolve client disputes or inquiries;
- To persons holding a legal or beneficial interest relating to the client;
- To provide information to agencies assessing our compliance with industry standards;
- In connection with a proposed or an actual sale or merger of BroadWealth LLC;
- To respond to a regulator's examination of BroadWealth LLC; or
- To comply with civil, criminal, or regulatory investigations by federal, state, or local authorities.

## HOW WE SAFEGUARD YOUR PERSONAL INFORMATION

Privacy has always been important to BroadWealth LLC. We maintain physical, electronic, and procedural safeguards that are reasonably designed to protect the security and confidentiality of your personal account information. These include confidentiality agreements with individuals and companies we may hire to help us provide services to you, password-protected user access to our computer files, locked filing cabinets for paper files, and strict confidentiality policies that apply to all BroadWealth personnel.

We also restrict access to your personal and financial data to authorized BroadWealth associates who have a need for this information. We educate associates about safeguarding client information and preventing its unauthorized access, disclosure, or use and will require them to acknowledge in writing their acceptance and understanding of our privacy policy.

We require nonaffiliated organizations to conform to our privacy standards and ensure they are obligated contractually to keep confidential the information provided and to use such information only as requested.

Furthermore, we will continue to adhere to the privacy policies and practices described in this notice even after your account is closed or becomes inactive. We will continue to conduct our business in a manner that conforms with our pledge to you, your expectations, and all applicable laws.

## DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

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The Advisor has a Disaster Recovery and Business Continuity Plan in place that provides detailed steps to mitigate and recover from the loss of office space, communications, services or key people.

### Disasters

The Disaster Recovery and Business Continuity Plan covers natural disasters such as snowstorms, hurricanes, tornadoes, and flooding. The Plan covers man-made disasters such as loss of electrical power, loss of water pressure, fire, bomb threat, nuclear emergency, chemical event, biological event, T-1 communications line outage, Internet outage, railway accident and aircraft accident. Electronic files are backed up daily and archived offsite.

### Alternate Offices

Alternate offices are identified to support ongoing operations in the event the main office is unavailable. It is our intention to contact all clients within five days of a disaster that dictates moving our office to an alternate location.

### Summary of Business Continuity Plan

A summary of the business continuity plan is available upon request to the Chief Compliance Officer at 617-549-1990 or email [jdougherty@BroadWealthllc.com](mailto:jdougherty@BroadWealthllc.com).

### Information Security Program

The Advisor maintains an information security program to reduce the risk that clients' personal and confidential information may be breached.



## ITEM 1: COVER PAGE



7 Wainwright Road, Suite 18  
Winchester, MA 01890  
617-549-1990  
BroadWealthllc.com

## FORM ADV PART 2B – BROCHURE SUPPLEMENT

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*for*

**JENNIFER DOWLING DOUGHERTY CRD# 5450445**

**PRINCIPAL AND CHIEF COMPLIANCE OFFICER**

This brochure supplement provides information about Jennifer Dowling Dougherty that supplements the BroadWealth LLC ("BroadWealth") brochure. A copy of that brochure precedes this supplement. Please contact Jennifer Dowling Dougherty if the BroadWealth brochure is not included with this supplement or if you have any questions about the contents of this supplement.

Additional information about Jennifer Dowling Dougherty is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) which can be found using the identification number 5450445.

## ITEM 2: EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE

### JENNIFER DOWLING DOUGHERTY, MSE, MBA, CFA

Born: 1966

#### EDUCATIONAL BACKGROUND

- 1998 MBA, Harvard Business School
- 1989 MSE, Master of Science in Engineering (Industrial & Operations Engineering), University of Michigan
- 1988 BS, Mathematics & Engineering Science, magna cum laude, Vanderbilt University

#### BUSINESS EXPERIENCE

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- 10/2007 – 09/2014, U.S. Boston Capital Corporation, Principal & Chief Operating Officer
- 03/2004 – 09/2007, Harvard Business School, Managing Director, Executive Education

Jennifer has served as President of the HBS Women’s Association of Boston, on the Standing Committee of the Winchester Unitarian Society (WUS), as a Trustee of the WUS, and on a number of community and nonprofit boards.

Prior to founding BroadWealth, Jennifer served high net worth clients as a Senior Investment Advisor at Ballentine Partners and also at U.S. Boston Capital Corporation where she was a Principal and the Chief Operating Officer. At U.S. Boston, she also provided leadership to the firm’s investment processes, operational and technology improvements, and private investment management.

Earlier in her career, Jennifer worked as an engineer at AT&T Bell Labs, a consultant at Coopers & Lybrand, a senior administrator at MIT, and then a Managing Director in the Executive Education division at Harvard Business School.

#### PROFESSIONAL DESIGNATIONS, LICENSING, AND EXAMS

##### Chartered Financial Analyst (CFA)

The CFA Program is a graduate-level self-study program that combines a broad-based curriculum of investment principles with professional conduct requirements. It is designed to prepare charterholders for a wide range of investment specialties that apply in every market all over the world. To earn a CFA charter, applicants study for three exams (Levels I, II, III) using an assigned curriculum. Upon passing all three exams and meeting the professional and ethical requirements, they are awarded a charter.

### **ITEM 3: DISCIPLINARY INFORMATION**

No management person at BroadWealth has ever been involved in an arbitration claim of any kind nor been found liable in a civil, self-regulatory organization, or administrative proceeding.

### **ITEM 4: OTHER BUSINESS ACTIVITIES**

Jennifer Dowling Dougherty is not involved with outside business activities.

### **ITEM 5: ADDITIONAL COMPENSATION**

Jennifer Dowling Dougherty does not receive any economic benefit from any person, company, or organization, in exchange for providing Clients advisory services through BroadWealth.

### **ITEM 6: SUPERVISION**

Jennifer Dowling Dougherty, as Principal and Chief Compliance Officer of BroadWealth, is responsible for supervision. She may be contacted at the phone number on this brochure supplement.

### **ITEM 7: REQUIREMENTS FOR STATE REGISTERED ADVISERS**

Jennifer Dowling Dougherty has never been involved in an arbitration, civil proceeding, self-regulatory proceeding, administrative proceeding, nor a bankruptcy petition.