



## **Naviter Wealth, LLC**

### **Form ADV Part 2A – Disclosure Brochure**

**Effective: November 15, 2023**

This Form ADV Part 2A ("Disclosure Brochure") provides information about the qualifications and business practices of Naviter Wealth, LLC ("Naviter" or the "Advisor"). If you have any questions about the content of this Disclosure Brochure, please contact the Advisor at (501) 333-9800.

Naviter is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). The information in this Disclosure Brochure has not been approved or verified by the SEC or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Naviter to assist you in determining whether to retain the Advisor.

Additional information about Naviter and its Advisory Persons is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 311508.

## Item 2 – Material Changes

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Form ADV 2 is divided into two parts: *Part 2A (the "Disclosure Brochure")* and *Part 2B (the "Brochure Supplement")*. The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about the Advisory Persons of Naviter.

Naviter believes that communication and transparency are the foundation of its relationship with clients and will continually strive to provide you with complete and accurate information at all times. Naviter encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

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

- The Advisors Regulatory Assets Under Management as of November 14, 2023 total \$1,107,578,000. Please see item 4 for additional information.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD# 311508. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at (501) 333-9800.

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## Item 4 – Advisory Services

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### A. Firm Information

Naviter Wealth, LLC (“Naviter” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a Limited Liability Company (LLC) under the laws of the State of Delaware. Naviter was founded in November 2020 and is a wholly owned subsidiary of Naviter Holdings, LLC. Bentley E. Blackmon, through various intermediate subsidiaries, is a majority owner of Naviter Holdings, LLC. Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Naviter.

Naviter is operated by Bentley E. Blackmon (Chief Executive Officer), Lyndell (Phillip) Worthen (President), Daniel Russell (Chief Compliance Officer), John Kornet (Chief Investment Officer) and Jordan Bauer (Chief Operating Officer).

### B. Advisory Services Offered

Naviter offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations, broker/dealers, and retirement plans (each referred to as a “Client”).

The Advisor serves as a fiduciary to Clients, as defined under the applicable laws and regulations. As a fiduciary, the Advisor upholds a duty of loyalty, fairness and good faith towards each Client and seeks to mitigate potential conflicts of interest. Naviter’s fiduciary commitment is further described in the Advisor’s Code of Ethics. For more information regarding the Code of Ethics, please see Item 11 – Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.

#### Wealth Management Services

Naviter provides customized investment advisory solutions for its Clients. This is achieved through frequent personal Client contact and interaction while providing financial planning, discretionary investment management and related advisory services. Naviter works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to design a portfolio strategy.

**Financial Planning Services** – Naviter will typically provide a variety of financial planning and consulting services to Clients, as a component of its wealth management services. Services are offered in several areas of a Client’s financial situation, depending on their goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to, investment planning, retirement planning, personal savings, education savings, insurance needs and other areas of a Client’s financial situation. Naviter may also refer Clients to an accountant, attorney or other specialists, as appropriate for their unique situation.

Financial planning and consulting recommendations pose a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

**Investment Management Services** – Naviter provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary investment management and related advisory services. Naviter works closely with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy.

Naviter will then construct an investment portfolio utilizing various portfolio management tools (i) models through the Unified Managed Account (“UMA”) Program offered through Envestnet Asset Management Inc’s (“Envestnet”) private wealth management platform, (ii) models through the Advisor/TAMP (Turnkey Asset Management Provider) Traded Program offered via Envestnet, (iii) trade execution via Charles Schwab & Co.’s trading platform/desk (iv) a combination thereof, based on each Client’s needs and objectives.

- (i) In the UMA program, the Client is offered a single portfolio that accesses multiple asset managers and investment vehicles, representing various asset classes, and that is customized by the Advisor based on the Client’s profile and investment goals. Once the Advisor has established the portfolio for each Client, the Advisor will utilize its

discretionary authority to instruct Envestnet to execute trade orders based on the investment strategies contained in the UMA portfolio and provide additional overlay management services. Please see Item 12 – Brokerage Practices for additional information.

- (iv) For custom portfolios, the Advisor will primarily utilize low-cost, diversified exchange-traded funds (“ETFs”), individual stocks, and mutual funds. The Advisor also uses bonds, independent managers, interval funds, structured products, and private funds, including direct placement investments, to meet the needs of its Clients. On limited instances, the Advisor may utilize margin, options contracts, and lines of credit.

If a Client decides to become a private fund investor, the amount of assets invested in the private fund[s] shall be included as part of “assets under management” for purposes of the Advisor calculating its investment advisory fee. The Advisor’s Clients are under no obligation to consider or make an investment in a private fund. Additionally, Naviter may also recommend that Clients engage with various third parties with whom the Client will then enter into an agreement with to gain access to private funds. Naviter will continue to provide oversight of the Clients investment and ongoing monitoring of the activities performed by the third parties. Finally, the Advisor may retain certain types of investments based on a Client’s legacy investments based on portfolio fit and/or tax considerations.

Naviter’s investment strategies are primarily long-term focused, but the Advisor may buy, sell, re-allocate or tax-loss harvest positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Naviter will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio, subject to acceptance by the Advisor.

Naviter evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Naviter may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Naviter may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement. Naviter may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

**Retirement Accounts** – When the Advisor provides investment advice to Clients regarding ERISA retirement accounts or individual retirement accounts (“IRAs”), the Advisor is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (“ERISA”) and/or the Internal Revenue Code (“IRC”), as applicable, which are laws governing retirement accounts. When deemed to be in the Client’s best interest, the Advisor will provide investment advice to a Client regarding a distribution from an ERISA retirement account or to roll over the assets to an IRA, or recommend a similar transaction including rollovers from one ERISA sponsored Plan to another, one IRA to another IRA, or from one type of account to another account (e.g. commission-based account to fee-based account). Such a recommendation creates a conflict of interest if the Advisor will earn a new (or increase its current) advisory fee as a result of the transaction. No client is under any obligation to roll over a retirement account to an account managed by the Advisor.

**Use of Independent Managers** – Naviter may also recommend that a Client utilize one or more unaffiliated investment managers or investment platforms (collectively “Independent Managers”) for all or a portion of a Client’s investment portfolio. In such instances, the Client may be required to authorize and enter into an advisory agreement with the Independent Manager[s] that defines the terms in which the Independent Manager[s] will provide investment management and related services. The Advisor may also assist in the development of the initial policy recommendations and managing the ongoing Client relationship. The Advisor will perform initial and ongoing oversight and due diligence over the selected Independent Manager[s] to ensure the Independent Managers’ strategies and target allocations remain aligned investment objectives and overall best interests. The Client, prior to entering into an agreement with unaffiliated investment manager[s] or investment platform[s], will be provided with the Independent Manager’s Form ADV 2A (or a brochure that makes the appropriate disclosures).

**Advisor Credit Exchange, LLC** – The Advisor may introduce certain Clients to utilize the services of Advisor Credit Exchange, LLC (“ACE”). ACE provides the Advisor access to a proprietary platform (“ACX”) which enables matching and pre-qualification

of Clients with participating lenders based on credit criteria. ACE offers access to various loans, including non-purpose, revolving line of credits (herein “Lending Program”). In such instances, Client assets in their account[s] at the Custodian will be utilized as collateral for the loan. Additionally, the Advisor is entitled to receive investment advisory fees for managing the collateralized assets in the Client’s account[s]. Clients are not obligated to engage the Advisor for the Lending Program. For additional information related to the risks involved non-purpose loans and lines of credit, please see Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss.

**Trust Fiduciary Services** – When deemed to be in the Client’s best interest, Naviter may offer certain Clients access to custody and trust administrative services through National Advisors Holdings, Inc. and its various subsidiaries (“NAH”) under the business name of Naviter Trust. Clients will enter into a separate agreement with NAH. Naviter will serve as the investment manager to any accounts established with NAH and earn an investment management fee as noted above. Naviter does not serve as a trustee for any account relationships.

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

**Financial Institution Consulting Services** – Naviter provides investment consulting services to brokerage customers (herein “Brokerage Customers”) of Mutual Securities, Inc. (herein “MSI”) who provide written consent requesting to receive the Advisor’s consulting services pursuant to a written agreement with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations for additional details.

**Retirement Plan Advisory Services** – Naviter provides retirement plan advisory services on behalf of the retirement plans (each a “Plan”) and the company (the “Plan Sponsor”). The Advisor’s retirement plan advisory services are designed to assist the Plan Sponsor in meeting its fiduciary obligations to the Plan and its Plan Participants. Each engagement is customized to the needs of the Plan and Plan Sponsor. Services available include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement (“IPS”) Design and Monitoring
- Investment Oversight and/or Management (ERISA 3(21) and 3(38))
- Performance Reporting
- Ongoing Investment Recommendation and Assistance

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

### C. Client Account Management

Prior to engaging Naviter to provide investment advisory services, each Client is required to enter into one or more agreements with the Advisor that define the terms, conditions, authority and responsibilities of the Advisor and the Client. These services may include:

- Establishing an Investment Strategy – Naviter, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.
- Asset Allocation – Naviter will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation, and tolerance for risk for each Client.
- Portfolio Construction – Naviter will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Naviter will provide investment management and ongoing oversight of the Client’s investment portfolio.

### D. Wrap Fee Programs

Naviter does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Naviter.

#### **E. Assets Under Management**

As of November 14, 2023, the Advisor manages \$1,107,578,000 in Client assets, all of which are managed on a discretionary basis. Clients may request more current information at any time by contacting the Advisor.

These figures (rounded to the nearest \$1,000) are based on the net asset values of our clients' securities (including hedge funds and private investments) as reported to us by the investment managers.

In addition to our Regulatory Assets under Management, we also maintain relationships with many of our clients where we engage in proactive and ongoing leadership of the client's asset management on a non-discretionary basis, however, these assets are not considered Regulatory Assets under Management by the U.S. Securities and Exchange Commission.

### **Item 5 – Fees and Compensation**

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The following paragraphs detail the fee structure and compensation methodology for services provided by the Advisor. Each Client engaging the Advisor for services described herein shall be required to enter into one or more written agreements with the Advisor.

#### **A. Fees for Advisory Services**

##### **Wealth Management Services**

Wealth management fees are paid quarterly, in advance of each quarter, pursuant to the terms of the wealth management agreement. Wealth management fees are based on the market value of assets under management at the end of the prior quarter. Wealth management fees are based on the following schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (%)</b>
First \$25,000,000	0.85%
Next \$25,000,000	0.40%
Next \$50,000,000	0.25%
Over \$100,000,000	0.20%

The wealth management fee for new accounts is prorated from the inception date of the account[s] to the end of the quarter. Advisory fees may be negotiable at the sole discretion of the Advisor. Certain Clients of the Advisor may be subject to a legacy fee schedule that is different than the above fee schedule. Certain Clients and accounts may also be assessed an annual administrative fee ranging up to 0.12% for access to technology platforms, research, reports, models, and other related services. This fee may be waived at the sole discretion of the advisor.

The Client's fees will take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed at Charles Schwab & Co., Inc, by Naviter, will be independently valued by the Custodian. The Advisor will conduct periodic reviews of the Custodian's valuations.

The Client can make additions and withdrawals from their Account[s] at any time. The Advisor performs account reconciliations monthly for deposits & withdrawals in excess of \$100,000.

- A prorated advisory fee credit is made if there is a withdrawal in excess of \$100,000.
- A prorated advisory fee debit is made to a client's account if there is a deposit in excess of \$100,000.

As noted above, the Advisor may also provide investment advisory services with respect to Private Funds, including but not limited to Private Funds offered through various third parties, which are not held at the primary custodian. In such instances, the Client



shall be required to complete the applicable private placement and/or account opening documents to establish these investments. The Advisor will debit its fee for providing investment advisory services with respect to these relationships directly from an account designated by the Client held at the primary Custodian. The Advisor will bill on the amount of invested capital into the fund. Adjustments are reflected in the fee calculations for the next quarterly period. Clients will be provided with additional disclosures including private placement memorandums and subscription agreements. **Please note:** Other than Naviter's advisory fee noted herein, Naviter will not receive any additional fees related to the Private Funds or the Client's engagement with these third-party entities.

The Advisor's fee is exclusive of, and in addition to any applicable securities transaction and custody fees, and other related costs and expenses described in Item 5.C below, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs.

#### **Use of Independent Managers**

For Clients with accounts[s] allocated to an Independent Manager, the Client's overall fee will be deducted from the Client's account[s] with the respective Independent Manager and a portion of the fee will be provided to Naviter based on Naviter's agreement with the Client. Naviter is responsible for negotiating the fees with the Independent Manager on behalf of the Client. Naviter does not receive any compensation or fees from the Independent Manager.

#### **Financial Institution Consulting Services**

Naviter receives a consulting fee based on the assets under MSI's management from Brokerage Customers who have provided written consent to MSI to receive the investment consulting services from the Advisor. The consulting fee is calculated from the assets under MSI's management at the end of the calendar quarter multiplied by the annualized rate ranging up to 1.00%. The initial fee is paid only after the completion of one full calendar quarter period following the date of the executed agreement with MSI.

#### **Retirement Plan Advisory Services**

Fees for retirement plan advisory services are charged either an annual asset-based fee of up to 0.85% based on the market value of assets under management at the end of the quarter or an annual fixed fee. Retirement plan advisory fees are billed quarterly either in advance or arrears. Fees may be negotiable depending on the size and complexity of the Plan.

### **B. Fee Billing**

#### **Wealth Management Services**

Wealth management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor, via its delegate (Envestnet) shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the quarter. The amount due is calculated by applying the annual rate divided by the number of days in the year multiplied by the number of days in the upcoming quarter to the total assets under management with Naviter at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the wealth management fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Naviter to be paid directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian. In certain limited instances, a client may be invoiced for wealth management fees.

#### **Use of Independent Managers**

For Clients referred by the Advisor to an Independent Manager, the Client's fee will be deducted from the Client's account[s] with the respective Independent Manager and a portion of the wealth management fee may be provided to Naviter.

#### **Financial Institution Consulting Services**

MSI shall calculate and pay Naviter for its consulting services on or before thirty (30) days past the end of each calendar quarter.

#### **Retirement Plan Advisory Services**



Retirement plan advisory fees may be directly invoiced to the Plan Sponsor or deducted from the assets of the Plan, depending on the terms of the retirement plan advisory agreement.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than Naviter, in connection with investments made on behalf of the Client's account[s]. The Client is responsible for all custody and securities execution fees charged by the Custodian, as applicable. The Advisor's recommended Custodian does not charge securities transaction fees for ETF and equity trades in a Client's account, provided that the account meets the terms and conditions of the Custodian's brokerage requirements. However, the Custodian typically charges for mutual funds and other types of investments. The fees charged by Naviter are separate and distinct from these custody and execution fees.

In addition, all fees paid to Naviter for investment advisory services are separate and distinct from the expenses charged by private funds, mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Naviter, but would not receive the services provided by Naviter which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Naviter to fully understand the total fees to be paid. Please refer to Item 12 – Brokerage Practices for additional information.

### **D. Advance Payment of Fees and Termination**

#### **Wealth Management Services**

Naviter may be compensated for its wealth management services in advance of the quarter in which services are rendered. Either party may terminate the wealth management agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the wealth management agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will refund any unearned, prepaid wealth management fees from the effective date of termination to the end of the quarter. The Client's wealth management agreement with the Advisor is non-transferable without the Client's prior consent.

#### **Use of Independent Managers**

In the event that a Client should wish to terminate their relationship with the Independent Manager, the terms for termination will be set forth in the respective agreements between the Client and that Independent Manager. Naviter will assist the Client with the termination and transition as appropriate.

#### **Financial Institution Consulting Services**

Either party may terminate the consulting agreement by providing thirty (30) days advance written notice to the other party. The Advisor will be entitled to fees up to the date of termination.

#### **Retirement Plan Advisory Services**

Naviter may be compensated in advance of the quarter in which retirement plan advisory services are rendered. Either party may terminate the retirement plan advisory agreement, at any time, by providing advance written notice to the other party. The Client may also terminate the retirement plan advisory agreement within five (5) business days of signing the Advisor's agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. The Advisor will refund any unearned, prepaid retirement plan advisory fees from the effective date of termination to the end of the quarter. The Client's retirement plan advisory agreement with the Advisor is non-transferable without the Client's prior consent.

### **E. Compensation for Sales of Securities**

Naviter does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

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#### **Naviter Wealth, LLC**

1 Information Way, Suite 100, Little Rock, AR 72202

Phone: (501) 333-9800

<https://naviterwealth.com>

### **Insurance Agency Affiliations**

The Advisor is affiliated through common control and ownership with Naviter Insurance, LLC (“Naviter Insurance”), a licensed insurance agency. Certain Advisory Persons are also licensed insurance professionals {life, property, & casualty} of Naviter Insurance. Naviter Insurance and Advisory Persons will earn commission-based compensation for selling insurance products, including insurance products they sell to Clients. Naviter Insurance utilizes the services of Lion Street for Life & Annuity products, and Kore Insurance Holdings for Property & Casualty products. In certain limited instances advanced life insurance products are used. Insurance commissions earned by an Advisory Person are separate and in addition to advisory fees. This practice presents a conflict of interest because persons providing investment advice on behalf of the Advisor who are insurance agents have an incentive to recommend insurance products to Clients for the purpose of generating commissions rather than solely based on Client needs. However, Clients are under no obligation, contractually or otherwise, to purchase insurance products through any person affiliated with the Advisor. Please see Item 10 – Other Financial Industry Activities and Affiliations.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

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Naviter may receive a performance fee based upon any gains obtained in the accounts of “Qualified Clients”, pursuant to the terms of the wealth management agreement, or in accordance with the governing documents for an investment vehicle managed by Naviter. Only Qualified Clients will be allowed to utilize a performance fee structure. Qualified Clients that are charged a performance fee are charged a lower wealth management fee. The performance fee will be calculated biannually and deducted from Client’s account[s] at the Custodian. The performance fee will be 20% of any gains (both realized and unrealized) above the applicable hurdle rate in the Client’s account[s] for the year.

The receipt of a performance fee by certain Clients results in a conflict of interest, where Naviter has the potential for higher compensation from a Client. Naviter may charge a lower wealth management fee to Clients that are charged a Performance Fee.

### **Who is a “Qualified Client”?**

Rule 205-3(d)(1) under the Investment Advisers Act of 1940 defines a “Qualified Client” as a person who is financially sophisticated and meets one or more of the following conditions:

- Client is a natural person who, or a company that, immediately after entering into the contract has at least \$1,100,000 under the management of the Advisor;
- Client is a natural person who, or a company that, immediately prior to entering into the contract has a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$2,200,000 at the time the contract is entered into.

Regarding side-by-side management, Naviter receives different types of fees, such as asset-based and performance-based fees. Managing Clients that are charged different types of fees creates conflicts of interest between the Advisor and its Clients, in addition to the ones listed above. For example, charging performance-based fees could incentivize the Advisor to allocate more favorable investments to those Clients being charged a performance-based fee. Naviter has adopted and implemented policies and procedures intended to address conflicts of interest relating to the management of multiple types of Clients, including Clients with multiple fee arrangements, and the allocation of investment opportunities

## **Item 7 – Types of Clients**

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Naviter offers investment advisory services to individuals, high net worth individuals, trusts, estates, businesses, charitable organizations, broker/dealers, and retirement plans. Naviter generally does not impose a minimum relationship size.

## **Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss**

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### **A. Methods of Analysis**

Naviter primarily employs fundamental and technical analysis method in developing investment strategies for its Clients. Research and analysis from Naviter are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. This criterion consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

*Technical analysis* involves the analysis of past market data rather than specific company data in determining the recommendations made to clients. Technical analysis may involve the use of charts to identify market patterns and trends, which may be based on investor sentiment rather than the fundamentals of the company. The primary risk in using technical analysis is that spotting historical trends may not help to predict such trends in the future. Even if the trend will eventually reoccur, there is no guarantee that Naviter will be able to accurately predict such a reoccurrence.

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

## **B. Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Naviter will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

While the methods of analysis help the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in these methods of analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. Following are some of the risks associated with the Advisor's investment strategies:

### **Market Risks**

The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

### **ETF Risks**

The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later.

### **Bond Risks**

Bonds are subject to specific risks, including the following: (1) interest rate risks, i.e. the risk that bond prices will fall if interest rates rise, and vice versa, the risk depends on two things, the bond's time to maturity, and the coupon rate of the bond, (2) reinvestment risk, i.e. the risk that any profit gained must be reinvested at a lower rate than was previously being earned, (3) inflation risk, i.e. the risk that the cost of living and inflation increase at a rate that exceeds the income investment thereby decreasing the investor's rate of return, (4) credit default risk, i.e. the risk associated with purchasing a debt instrument which includes the possibility of the company defaulting on its repayment obligation, (5) rating downgrades, i.e. the risk associated with a rating agency's downgrade of the company's rating which impacts the investor's confidence in the company's ability to repay its debt and (6) liquidity risks, i.e. the risk that a bond may not be sold as quickly as there is no readily available market for the bond.

#### **Mutual Fund Risks**

The performance of mutual funds is subject to market risk, including the possible loss of principal. The price of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The price of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same price as a mutual fund purchased later that same day.

#### **Options Contracts**

Investments in options contracts have the risk of losing value in a relatively short period of time. Option contracts are leveraged instruments that allow the holder of a single contract to control many shares of an underlying stock. This leverage can compound gains or losses.

#### **Alternative Investments (Limited Partnerships)**

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

#### **Real Estate Investment Trusts ("REITs")**

Investing in Real Estate Investment Trusts ("REITs") involves certain distinct risks in addition to those risks associated with investing in the real estate industry in general. For Example, equity REITs may be affected by changes in the value of the underlying property owned by the REITs, while mortgage REITs may be affected by the quality of credit extended. REITs are subject to heavy cash flow dependency, default by borrowers and self-liquidation. REITs, especially mortgage REITs, are also subject to interest rate risk (i.e., as interest rates rise, the value of the REIT may decline).

#### **Non-Purpose Loans and Lines of Credit**

Non-purpose loans and lines of credit carry a number of risks, including but not limited to the risk of a market downturn, tax implications if collateralized securities are liquidated, and an increase in interest rates. A decline in the market value of collateralized securities held in the account[s] at the Custodian, may result in a reduction in the draw amount of the Client's line of credit, a demand from the Lending Program that the Client deposit additional funds or securities in the Client's collateral account[s], or a forced sale of securities in the Client's collateral account[s].

#### **Margin Borrowings**

The use of short-term margin borrowings may result in certain additional risks to a Client. For example, if securities pledged to brokers to secure a Client's margin accounts decline in value, the Client could be subject to a "margin call", pursuant to which it must either deposit additional funds with the broker or be the subject of mandatory liquidation of the pledged securities to compensate for the decline in value.

#### **Cash/Cash Equivalents**

To the extent a fund or mandate holds cash or cash equivalents rather than securities or other instruments in which it primarily invests, its risks losing opportunities to participate in market appreciation and may experience potentially lower returns than its benchmark or other portfolios that remain fully invested.

#### **Structured Products**

Structured notes are not bank deposits and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency. The terms and risks of each structured note vary materially depending on the nature and volatility of

the referenced asset, the credit-worthiness of the issuer, and the maturity of the instrument, among other factors. The general risks associated with this type of investment include, but are not limited to, non-payment risk (payment of interest and return of principal may be reduced, in whole or in part, due to underperformance of the referenced asset); counter-party risk (for reasons such as bankruptcy, the issuer of the structured note may fail to pay all or a portion of the principal and interest due on the structured note); underperformance risk (depending on market conditions, the structured note may underperform alternative allocations to traditional bonds, the referenced asset, or a combination of such investments). Structured notes are significantly riskier than conventional debt instruments. There is a risk of loss of some or all of the principal at maturity.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

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Naviter values the trust Clients place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor or Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 311508. Additionally, Mr. Blackmon was found to be in violation of FINRA Rules 3280 and 2010 in relation to personal and one customer’s investments unaffiliated with the Advisor, which resulted in a suspension from associating in all capacities with any FINRA member for a three-month period, ending June 14 2022. Please note, neither Mr. Blackmon nor the Advisor are currently associated with a FINRA member broker-dealer. Additional information on Mr. Blackmon’s disclosure is available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his CRD# 2627221.

## **Item 10 – Other Financial Industry Activities and Affiliations**

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### **Insurance Agency Affiliations**

As noted in Item 5, the Advisor is affiliated with Naviter Insurance and certain Advisory Persons serve as licensed insurance professionals (life, property, & casualty) under Naviter Insurance. Implementations of life, property, casualty, & in certain limited instances advanced life insurance are separate and apart from an Advisory Person’s role with the Advisor. Advisory Persons and Naviter Insurance will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by an Advisory Person or the Advisor.

### **Financial Institution and Consulting Services**

Naviter has an agreement with MSI to provide investment consulting services to Brokerage Customers, as noted in Item 4 – Advisory Services. This consulting arrangement does not include assuming discretionary authority over Brokerage Customers’ brokerage accounts or the monitoring of securities. These consulting services offered to Brokerage Customers includes a general review of Brokerage Customers’ investment holdings, which will result in Advisory Persons making specific securities recommendations or offering general investment advice. This relationship presents a conflict of interest. Potential conflicts are mitigated by Brokerage Customers consenting to receive consulting services from the Advisor. In addition, Naviter will not accept or bill for additional compensation on asset under MSI’s management, beyond the consulting fees disclosed in Item 5 above. Advisory Persons of the Advisor will not engage or hold itself as a registered representative of MSI, as Advisory Persons are not registered to conduct commission-based activities under a broker-dealer.

### **Alleviant, LLC**

A Management Person of the Advisor serves as a board member of Alleviant, LLC (“Alleviant”), a private equity investment. Alleviant is a group of a mental health and counseling clinics in the state of Arkansas. Certain clients of the Adviser are invested in the organization. Alleviant has not been solicited to Clients of the Advisor.

### **Goldenrod Companies, LLC**

Certain Management Persons of the Advisor serve on the investment committee of Goldenrod Companies (“Goldenrod”). Goldenrod sponsors private funds that are focused on real estate in the Central United States markets. Certain Clients of the Advisor are currently invested in the private funds and may be solicited to invest in future funds offered by Goldenrod. Management Persons with the Advisor are not compensated by Goldenrod or for any investments in the

private funds and the Advisor will only recommend an investment when it's in the Client's best interest. Clients are not obligated to invest in order to maintain an advisory relationship with the Advisor.

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

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### **A. Code of Ethics**

Naviter has implemented a Code of Ethics (the "Code") that defines the Advisor's fiduciary commitment to each Client. This Code applies to all persons associated with Naviter ("Supervised Persons"). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor's duties to each Client. Naviter and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Naviter's Supervised Persons to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that address employee ethics and conflicts of interest. To request a copy of the Code, please contact the Advisor at (501) 333-9800.

### **B. Personal Trading with Material Interest**

Naviter allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Naviter does not act as principal in any transactions. In addition, the Advisor does not act as the general partner of a fund, or advise an investment company. Naviter does not have a material interest in any securities traded in Client accounts.

### **C. Personal Trading in Same Securities as Clients**

Naviter allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities that are recommended (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to Clients and mitigated through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Naviter requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

### **D. Personal Trading at Same Time as Client**

While Naviter allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will Naviter, or any Supervised Person of Naviter, transact in any security to the detriment of any Client.**

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## **Item 12 – Brokerage Practices**

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### **A. Recommendation of Custodian[s]**

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

Where Naviter does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Naviter. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged. Naviter may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, and its reputation and/or the location of the Custodian's offices.



Naviter will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), a FINRA-registered broker-dealer and member SIPC. Schwab will serve as the Client's "qualified custodian". Naviter maintains an institutional relationship with Schwab, whereby the Advisor receives economic benefits. Please see Item 14 – Client Referrals and Other Compensation below.

Following are additional details regarding the brokerage practices of the Advisor:

**Soft Dollars** – Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Naviter does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

**Brokerage Referrals** – Naviter does not receive any compensation from any third party in connection with the recommendation for establishing an account.

**Directed Brokerage** – All Clients are serviced on a "directed brokerage basis", where Naviter will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Naviter will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

## **B. Aggregating and Allocating Trades**

For Clients invested in an UMA program, Envestnet's trading policies are to aggregate transactions in the same security on behalf of more than one Client to facilitate best execution and to possibly reduce the price per share and other costs. Envestnet effects the aggregated transactions in a manner designed to ensure that no participating client is favored over any other client. Supervised Persons accounts in an UMA program offered by Naviter Wealth in which the Advisor, or its Supervised Persons, might have an interest are traded under Envestnet's trading policies. The Advisor does not have the ability to gain an unfair advantage over client trade execution as the advisor is not directing trade aggregation and/or allocating and trade execution.

For all other Client trades, Naviter does not typically aggregate or "batch" trades. However, the primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results considering such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Naviter will execute its transactions through the Custodian as authorized by the Client. Naviter will seek to execute securities transactions in a way that does not consistently advantage or disadvantage any particular Client accounts.

Envestnet & Charles Schwab's Best Execution Policies can be provided upon request.

## **Item 13 – Review of Accounts**

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### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by the Chief Compliance Officer of Naviter. Formal reviews are generally conducted at least annually depending on the needs of the Client. The Advisor generally attempts to offer quarterly calls/reviews. Performance reports are distributed to clients monthly.

### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Naviter if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

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Naviter Wealth, LLC

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## C. Review Reports

The Client will receive brokerage statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client brokerage statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor may also provide Clients with periodic reports regarding their holdings, allocations, and performance.

## Item 14 – Client Referrals and Other Compensation

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### A. Compensation Received by Naviter

#### Participation in Institutional Advisor Platform

Naviter has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Naviter. As a registered investment advisor participating on the Schwab Advisor Services platform, Naviter receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Schwab. Services provided by Schwab Advisor Services benefit the Advisor and many, but not all services provided by Schwab will benefit Clients. In fulfilling its duties to its Clients, the Advisor endeavors at all times to put the interests of its Clients first. Clients should be aware, however, that the receipt of economic benefits from a custodian creates a conflict of interest since these benefits can influence the Advisor's recommendation of Schwab over a custodian that does not furnish similar software, systems support, or services.

**Services that Benefit the Client** – Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of Client's funds and securities. Through Schwab, the Advisor may be able to access certain investments and asset classes that the Client would not be able to obtain directly or through other sources. Further, the Advisor may be able to invest in certain mutual funds and other investments without having to adhere to investment minimums that might be required if the Client were to directly access the investments.

**Services that May Indirectly Benefit the Client** – Schwab provides participating advisors with access to technology, research, discounts, and other services. In addition, the Advisor receives duplicate statements for Client accounts, the ability to deduct advisory fees, trading tools, and back office support services as part of its relationship with Schwab. These services are intended to assist the Advisor in effectively managing accounts for its Clients, but may not directly benefit all Clients.

**Services that May Only Benefit the Advisor** – Schwab also offers other services and financial support to Naviter that may not benefit the Client, including educational conferences and events, financial start-up support, consulting services and discounts for various service providers. Additionally, Schwab has agreed to pay for certain services rendered by third parties for which the Advisor would otherwise have to pay. This amount is covered once the value of Client assets in accounts at Schwab reaches a certain size. Clients do not pay more for assets maintained at Schwab as a result of these arrangements. However, the Advisor does benefit from the arrangement because the cost of these services would otherwise be borne directly by the Advisor. Access to these services and financial support creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Naviter believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients. Clients should consider these conflicts of interest when selecting a custodian.

#### Referrals to Non-Advisory Professionals

The Advisor may refer Clients to other non-advisory professionals (e.g., attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. In such instances, there is a conflict of interest as the Advisor will receive a referral fee for the referrals. To mitigate this conflict, the Advisor will provide Clients with disclosures outlining the financial incentive of a Client's engagement with a non-advisory professional. Clients are not obligated to engage any non-advisory professionals in order to maintain an advisory relationship.

### B. Compensation for Client Referrals

Certain Clients may be referred to the Advisor by either an affiliated or unaffiliated party (herein "Promoter") and receive, directly or indirectly, compensation for the Client referral. In such instances, the Advisor will compensate the Promoter a fee in accordance with Rule 206(4)-1 of the Advisers Act and any corresponding state securities requirements. Any such

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compensation shall be paid solely from the investment advisory fees earned by the Advisor and shall not result in any additional charge to the Client.

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## **Item 15 – Custody**

Naviter does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Naviter to utilize that Custodian for the Client's security transactions. Clients should review statements provided by the Custodian and compare to any reports provided by Naviter to ensure accuracy, as the Custodian does not perform this review. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

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

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## **Item 16 – Investment Discretion**

Naviter generally has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Naviter. Discretionary authority will only be authorized upon full disclosure to the Client. The granting of such authority will be evidenced by the Client's execution of an investment advisory agreement containing all applicable limitations to such authority. All discretionary trades made by Naviter will be in accordance with each Client's investment objectives and goals.

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## **Item 17 – Voting Client Securities**

Unless the Client directs otherwise in writing, Naviter is responsible for voting Client proxies. However, assets allocated to Independent Managers shall be voted by the Independent Manager. The Client shall maintain exclusive responsibility for all legal proceedings or other type events pertaining to the account assets, including, but not limited to, class action lawsuits. Naviter shall forward any class action documentation inadvertently received to the appropriate Client.

Naviter understands its duty to vote Client proxies and to do so in the best interest of its Clients. Furthermore, it is understood that any material conflicts between the Advisor's interests and those of our Clients with regard to proxy voting must be resolved before proxies are voted. Our firm subscribes to a proxy monitor and voting agent service offered by Broadridge Investor Communication Solutions, Inc ("Broadridge"), a third-party, independent proxy advisory firm to vote proxies in order to mitigate risks involved with any conflicts of interest that might otherwise arise in the voting of client proxies. Although Naviter expects to vote proxies according to Broadridge's recommendations, certain issues may need to be considered on a case-by-case basis due to the diverse and continually evolving nature of corporate governance issues. If such cases should arise, then Naviter will devote appropriate time and resources to consider those issues.

Where Naviter is responsible for voting proxies on behalf of a Client, the Client cannot direct the vote on a particular solicitation. The Client can decline to assign proxy voting authority to Naviter during the account opening process. Proxies will then be sent to the address of record by default. In situations where there may be a conflict of interest in the voting of proxies due to business or personal relationships that Naviter maintains with persons having an interest in the outcome of certain votes, Naviter will take appropriate steps, whether by following Broadridge's recommendation or otherwise, to ensure that proxy voting decisions are made in what it believes is in the best interest of its Clients and are not the product of any such conflict.

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## **Item 18 – Financial Information**

Neither, nor its management, have any adverse financial situations that would reasonably impair the ability of Naviter to meet all obligations to its Clients. Neither, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Naviter is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect advance fees of \$1,200 or more for services to be performed six months or more in the future

## **Privacy Policy**

**Effective: April 28, 2023**

### **Our Commitment to You**

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

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Naviter (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Naviter does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

### **Why you need to know?**

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

### **What information do we collect from you?**

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

### **What Information do we collect from other sources?**

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

### **How do we protect your information?**

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Clients' personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

## How do we share your information?

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<b>Servicing our Clients</b> We may share non-public personal information with non-affiliated third- parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.	Yes	No
<b>Marketing Purposes</b> Naviter does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Naviter or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b>	No	Not Shared
<b>Authorized Users</b> Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
<b>Information About Former Clients</b> Naviter does not disclose and does not intend to disclose, non-public personal information to non-affiliated third-parties with respect to persons who are no longer our Clients.	No	Not Shared

## State-specific Regulations

California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.
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## Changes to our Privacy Policy

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

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

## Any Questions?

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (501) 333-9800.