



PERFORMANCE WEALTH

Form ADV Part 2A – Disclosure Brochure

Effective: November 21, 2023

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This brochure provides information about the qualifications and business practices of Performance Wealth Partners, LLC d/b/a Performance Wealth (“Performance Wealth” or the “Advisor”). If you have any questions about the contents of this brochure, please contact the Advisor at (630) 686-5655.

Performance Wealth 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 Performance Wealth to assist you in determining whether to retain the Advisor.

Additional information about Performance Wealth is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 311735.



Item 2: Material Changes

Material Changes

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

- Performance Wealth has terminated its institutional relationship Wintrust Investments, LLC. Please see Items 12 and 14 for more information.
- Effective November 7th, 2023 Performance Wealth has amended its ownership structure.

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 requiring disclosure.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 311735. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at the phone number identified on the cover sheet of this document.



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Item 4: Advisory Business

A. Firm Information

Performance Wealth Partners, LLC d/b/a Performance Wealth (“Performance Wealth” or the “Advisor”) is organized as a limited liability company (“LLC”) under the laws of the State of Delaware. Performance Wealth is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). Performance Wealth was founded in 2020 and is owned and operated by Thomas Salvino (Chief Executive Officer and Wealth Manager) and John P. Salvino (President, Chief Financial Officer, and Wealth Manager).

For additional information on this Disclosure Brochure, please contact Ryan Gough, Chief Operating Officer, and Chief Compliance Officer at (630) 686-5658.

B. Advisory Services Offered

Performance Wealth offers investment management services to individuals, high-net-worth individuals, trusts, estates, charitable organizations, corporations and business entities, and retirement plans (each referred to as a “Client”).

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

Wealth Management Services

Performance Wealth provides Clients with wealth management services, which generally include discretionary investment management of investment portfolios in connection with a broad range of comprehensive financial planning and consulting services. These services are described below.

Investment Management Services – Performance Wealth provides customized investment advisory solutions for its Clients. This is achieved through continuous personal Client contact and interaction while providing discretionary and/or non-discretionary investment management and related advisory services. Performance Wealth 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. Performance Wealth will then construct a portfolio consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks, individual bonds, real estate investment trusts (“REITs”), options contracts, and/or alternative investments to meet the needs of its Clients. Where appropriate, the Advisor may also provide advice about any type of legacy position or other investment held in client portfolios. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Performance Wealth’s investment approach is primarily long-term focused, but the Advisor may buy, sell, or re-allocate positions that have been held for less than one year to meet the objectives of the Client or due to market conditions. Performance Wealth 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.



Performance Wealth evaluates and selects investments for inclusion in Client portfolios only after applying its internal due diligence process. Performance Wealth may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Performance Wealth 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. Performance Wealth 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 the 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 earns a new (or increases 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.

At no time will Performance Wealth 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 their designated account[s] at the Custodian, pursuant to the terms of the Client investment advisory agreement. For additional information, please see Item 12 – Brokerage Practices.

Financial Planning and Consulting Services – Performance Wealth provides financial planning and/or consulting services included with its wealth management services. Generally, such financial planning services involve preparing a formal financial plan or rendering a specific financial consultation based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including but not limited to investment planning, retirement planning, estate planning, insurance needs, next-generation education and engagement, tax planning, personal savings, budgeting and cash flow analysis, education savings, social security and Medicare analysis, and other areas of a Client's financial situation.

A financial plan developed for, or financial consultation rendered to the Client will usually include general recommendations for a course of activity or specific actions to be taken by the Client. For example, recommendations may be made that the Client start or revise their investment programs, commence or alter retirement savings, and establish education savings and/or charitable giving programs.

Performance Wealth may also refer Clients to an accountant, attorney, or other specialists as appropriate for their unique situation. For certain financial planning engagements, the Advisor will provide a written summary of the Client's financial situation, observations, and recommendations. For consulting or ad-hoc engagements, the Advisor may not provide a written summary. Plans or consultations are typically completed within six (6) months of the contract date, assuming all information and documents requested are provided promptly.



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, there is no guarantee of returns, and the Client is under no obligation to implement the transaction through the Advisor.

Participant Account Management

As part of the Advisor's investment management services, when appropriate, the Advisor will use a third-party platform to facilitate the management of held-away assets, such as defined contribution plan participant accounts, with investment discretion. The platform allows the Advisor to avoid being considered to have custody of Client funds since the Advisor does not have direct access to Client log-in credentials to affect trades. Performance Wealth is not affiliated with the platform in any way and receives no compensation from them for using their platform. A link will be provided to the Client, allowing the Client to connect an account[s] to the platform. Once the Client's account[s] is connected to the platform, the Advisor will review the current account allocations. When deemed necessary, the Advisor will rebalance the account considering the Client's investment goals and risk tolerance, and any change in allocations will consider current economic and market trends. The goal is to improve account performance over time, minimize loss during difficult markets, and manage internal fees that harm account performance. Client account[s] will be reviewed at least quarterly, and allocation changes will be made as deemed necessary.

Retirement Plan Advisory Services

Performance Wealth provides 3(21) 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 generally include:

- Vendor Analysis
- Plan Participant Enrollment and Education Tracking
- Investment Policy Statement ("IPS") Design and Monitoring
- Investment Management
- Performance Reporting
- Ongoing Investment Recommendation and Assistance
- ERISA 404(c) Assistance

These services are provided by Performance Wealth serving in the capacity of 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 Performance Wealth'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 Performance Wealth 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 – Performance Wealth, in connection with the Client, will develop a strategy that seeks to achieve the Client’s goals and objectives.
- Asset Allocation – Performance Wealth 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 – Performance Wealth will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.
- Investment Management and Supervision – Performance Wealth will provide investment management and ongoing oversight of the Client’s investment portfolio.

D. Wrap Fee Program

Performance Wealth typically includes securities transaction fees, custody fees, administrative fees, wire fees, and other fees and expenses (herein “Covered Costs”) together with its investment advisory fees. Including these fees into a single asset-based fee is considered a “Wrap Fee Program.” The Advisor customizes its investment management services for its Clients. The Advisor sponsors the Performance Wealth Wrap Fee Program solely as a supplemental disclosure regarding the combination of fees. Depending on the level of trading required for the Client’s account[s] in a particular year, the Client may pay more or less in total fees than if the Client paid its own transaction fees. Please see Appendix 1 – Wrap Fee Program Brochure, which is included as a supplement to this Disclosure Brochure.

E. Assets Under Management

As of December 31, 2022, Performance Wealth manages \$1,901,033,251 in client assets, \$1,888,668,493 of which is managed on a discretionary basis and \$12,364,758 on a non-discretionary basis. Clients may request more current information at any time by contacting Performance Wealth.

Item 5: Fees and Compensation

A. Fees for Advisory Services

Wealth Management Services

Wealth management fees are paid quarterly, in advance of each calendar 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 calendar quarter. Wealth management fees range from 0.75% to 2.00% annually, based on several factors, including the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions, and other complexities may be charged a higher fee. The Advisor may negotiate a fee that differs from the range above for certain account[s] or holdings.



The wealth management fee for new accounts is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable 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 by Performance Wealth will be independently valued by the Custodian. Performance Wealth will conduct periodic reviews of the Custodian's valuations.

Account Additions and Withdrawals

The Client may make additions or withdrawals from the account[s] at any time, subject to the Advisor's right to terminate an account or the overall relationship. Additions may be in cash or securities, provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's account[s]. Clients may withdraw account assets on notice to Performance Wealth, subject to the usual and customary securities settlement procedures. However, the Advisor typically designs its investment portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a Client's investment objectives. Performance Wealth may consult the Client about the implications of such transactions. Clients are advised that when such securities are liquidated, they may be subject to securities transaction fees, short-term redemption fees, and/or tax ramifications. If assets in excess of \$10,000 are deposited into or withdrawn from the Client's account[s], an adjustment will be made in the next billing period to reflect the fee difference.

Sweep Account Fees

In most instances, Performance Wealth "sweeps" your available cash balance temporarily into a money market mutual fund or other short-term investment vehicle (typically offered by your custodian). We also may invest in another mutual fund, including an exchange-traded fund. When we sweep your available cash balance into these unaffiliated funds, we charge our investment management fee on your total account assets, including assets in some unaffiliated funds as described in your investment advisory agreement.

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.

Retirement Plan Advisory Services

Fees for retirement plan advisory services are charged an annual asset-based fee of up to 0.75% and are billed either in advance or arrears, pursuant to the terms of the retirement plan advisory agreement. Retirement plan fees are based on the market value of assets under management at the end of the prior calendar quarter. 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 or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate (annual rate divided by the number of days in the year, multiplied by the number of days in the quarter) to the assets under management with Performance Wealth at the end of the prior quarter. Clients will be provided a statement, at least quarterly, from the Custodian reflecting the deduction of the wealth management fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage



statement, as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Performance Wealth directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian. Certain assets under management may be excluded from the wealth management fee.

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 in connection with investments made on behalf of the Client's account[s]. Performance Wealth includes securities transaction fees, custody fees, administrative fees, wire fees, and other fees and expenses (herein "Covered Costs") as part of its overall investment advisory fee through the Performance Wealth Wrap Fee Program. Securities transaction fees for Client-directed trades may be charged back to the Client. Please see Item 4.D. above as well as Appendix 1 – Wrap Fee Program Brochure.

In addition, all fees paid to Performance Wealth for investment advisory services are separate and distinct from the expenses charged by 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 Performance Wealth, but would not receive the services provided by Performance Wealth 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 Performance Wealth 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

Performance Wealth is 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.

Retirement Plan Advisory Services

Performance Wealth is compensated for its retirement plan advisory services in advance of or after the quarter in which 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 shall be responsible for investment advisory fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid investment advisory fees from the effective



date of termination to the end of the quarter. The Client's retirement plan services agreement with the Advisor is non-transferable without the Client's prior consent.

E. Compensation for Sales of Securities

Performance Wealth 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.

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

Performance Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Performance Wealth are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Performance Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Item 7: Types of Clients

Description

Performance Wealth offers investment advice to individuals, high-net-worth individuals, trusts, estates, charitable organizations, corporations and business entities, and retirement plans.

Account Minimums

Performance Wealth generally requests a minimum relationship size of \$500,000 but does reserve the right to accept or decline a potential client for any reason at our sole discretion.

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

A. Methods of Analysis

Performance Wealth is an active investment manager and utilizes a variety of methods and strategies to make investment decisions and recommendations. When evaluating investment opportunities, Performance Wealth employs fundamental and technical research methods using various resources such as financial news sources and websites, corporate data, rating services, third-party research, SEC filings (e.g., annual reports, prospectuses), company press releases, and proprietary research.

Fundamental analysis utilizes economic and business indicators as investment selection criteria. This criterion generally consists 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 Performance Wealth will be able to accurately predict such a reoccurrence.

Investment Strategies

Performance Wealth implements a variety of investment strategies for clients and does not manage a specific, single strategy for its clients. The investment strategy for a specific client is based upon the objectives stated by the client during consultations and varies by advisory team. The client may change these objectives at any time.

Performance Wealth's advice is primarily based on long-term investment strategies using asset allocation decisions and not market timing; however, Performance Wealth may implement short-term trading strategies depending on the goals of the Client and/or the fundamentals of the security or asset class. Individual securities are screened based on the basis of the company's financial strength, growth characteristics, and overall ability to meet client objectives.

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. Performance Wealth 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 approach:

- *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.

- *Options Contracts*

Investments in options contracts have the risk of losing value in a relatively short period of time. Options 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.

- *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 have 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.

- *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.

- *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.

- *Using Margin*

You can lose more funds than you deposit in the margin account. A decline in the value of securities you purchased on margin may require you to provide additional funds or margin-eligible securities to avoid the forced sale of any securities or assets in your account(s).

- *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).

- *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. Clients should only have a portion of their assets in these investments.

Past performance is not a guarantee of future returns. Investing in securities and other investments involves a risk of loss that each Client should understand and be financially able to tolerate the risk of capital loss. Clients are reminded to discuss these risks with the Advisor.

Item 9: Disciplinary Information

Registered investment advisers such as Performance Wealth are required to disclose all material facts regarding any legal or disciplinary events that would be material to a client's or prospective client's evaluation of Performance Wealth or the integrity of its management. Performance Wealth does not have any such legal or disciplinary events and thus has no information to disclose with respect to this item.

Performance Wealth 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 and its Advisory Persons are available on the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 311735.

Item 10: Other Financial Industry Activities and Affiliations

Insurance Agency Affiliations

Certain Advisory Persons are also licensed as insurance professionals. Implementations of insurance recommendations are separate and apart from one's role with Performance Wealth. As insurance professionals, Advisory Persons will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Advisory Persons are not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This practice presents a conflict of interest in recommending certain products of insurance companies. Clients are under no obligation to implement any recommendations made by Advisory Persons or the Advisor.

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

A. Code of Ethics

Performance Wealth has adopted a code of ethics in compliance with applicable securities laws ("Code of Ethics") that sets forth the standards of conduct expected of its Supervised Persons. Performance Wealth's Code of Ethics contains written policies reasonably designed to prevent certain unlawful practices, such as the use of material nonpublic information by the Firm or any of its Supervised Persons and the trading by the same of securities ahead of clients in order to take advantage of pending orders.

Performance Wealth and its Supervised Persons owe a duty of loyalty, fairness, and good faith toward each Client. It is the obligation of Performance Wealth'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 (630) 686-5655.



Personal Trading with Material Interest

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

Personal Trading with Material Interest

The Code of Ethics also requires certain of Performance Wealth's personnel to report their personal securities holdings and transactions and obtain pre-approval of certain investments (e.g., initial public offerings, limited offerings). However, the Firm's Supervised Persons are permitted to buy or sell securities that it also recommends to clients if done in a fair and equitable manner that is consistent with the Firm's policies and procedures. This Code of Ethics has been established recognizing that some securities trade in sufficiently broad markets to permit transactions by certain personnel to be completed without any appreciable impact on the markets of such securities. Therefore, under limited circumstances, exceptions may be made to the policies stated below.

When the Advisor is engaging in or considering a transaction in any security on behalf of a client, no Supervised Person with access to this information may knowingly affect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household) a transaction in that security unless:

- the transaction has been completed;
- the transaction for the Supervised Person is completed as part of a batch trade with clients; or
- a decision has been made not to engage in the transaction for the client.

These requirements are not applicable to (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements, and other high-quality short-term debt instruments, including repurchase agreements; (iii) shares issued by money market funds; and (iv) shares issued by other unaffiliated open-end mutual funds.

Clients and prospective clients may contact Performance Wealth to request a copy of its Code of Ethics by contacting the Firm at the phone number on the cover page of this brochure.

Item 12: Brokerage Practices

Recommendation of Broker-Dealers for Client Transactions

Performance Wealth 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 Performance Wealth to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Performance Wealth does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Performance Wealth 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 Performance Wealth. However, if the recommended Custodian is not engaged, the Advisor may be limited in the services it can provide. Performance Wealth 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.

Performance Wealth will generally recommend that Clients establish their account[s] at Charles Schwab & Co., Inc. ("Schwab"), CRD# 5393 or Northern Trust Securities, Inc. ("Northern Trust"), CRD# 7927. Schwab and Northern Trust (each a "Custodian" and collectively the "Custodians") are FINRA-registered broker-dealers and members of SIPC. Schwab and Northern Trust will serve as Client's "qualified custodians." Performance Wealth maintains an institutional relationship with the Custodians, whereby the Advisor receives economic benefits from the Custodians. Please see Item 14 below.

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

1. **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. **Performance Wealth 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.**
2. **Brokerage Referrals** – Performance Wealth does not receive any compensation from any third party in connection with the recommendation for establishing an account.
3. **Directed Brokerage** – All Clients are serviced on a "directed brokerage basis," where Performance Wealth 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]). Performance Wealth 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.

Aggregating and Allocating Trades

The primary objective in placing orders for the purchase and sale of securities for Client accounts is to obtain the most favorable net results, taking into account such factors as 1) price, 2) size of the order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the Custodian. Performance Wealth may aggregate orders in a block trade or trades when securities are purchased or sold through the Custodian for multiple (discretionary) accounts on the same trading day. If a block trade cannot be executed in full at the same price or time, the securities actually purchased or sold by the close of each business day must be allocated in a manner that is consistent with the initial pre-allocation or other written statement. This must be done in a way that does not consistently advantage or disadvantage any particular Client accounts.

Item 13: Review of Accounts

Periodic Reviews

Performance Wealth reviews clients' accounts for appropriateness and relative value of investments. Securities in client accounts are monitored on a regular and continuous basis by Advisory Persons of Performance Wealth. Formal account reviews are generally conducted at least annually or more frequently depending on the needs of the Client. Performance Wealth determines the frequency, depth, and nature of reviews based on the terms of each client's advisory agreement, mandate, and particular needs as they may be communicated to us by the client. We conduct reviews to determine if an account's holdings are consistent with the investment objectives and restrictions imposed by the client.

Causes for Reviews

Performance Wealth may review accounts during other periods based upon certain trigger factors, including significant market events, changes in a client's investment objectives or guidelines, or expected or unexpected material cash flow in an account. A variation in an investor's personal life situation or psychology may trigger a review of accounts. In addition, changes in monetary and fiscal policy, inflation, supply and demand, geo-political and social factors are monitored continuously. Factors triggering reviews and perhaps triggering investment changes include changes in regulatory or tax conditions, changes in the general condition of the economy, changes in currency, stock or bond markets, and changes in any type of investment vehicle or individual security owned by clients. Clients should communicate any changes in investment objectives and restrictions as well as changes in financial conditions to their Performance Wealth Advisor.

Regular Reports

Clients are provided with transaction confirmation notices and regular brokerage account statements directly from the Custodians to the Client no less than quarterly. The Client may also establish electronic access to the Custodians' website so that the Client may view these reports and their account activity. Client brokerages statements will include all positions, transactions, and fees relating to the Client's account[s]. From time to time or as otherwise requested, clients may also receive written or electronic reports from Performance Wealth and/or an outside service provider, which contain certain account and/or market-related information, such as an inventory of account holdings or account performance. Clients should compare the account statements they receive from their Custodian[s] with any documents or reports they receive from Performance Wealth or an outside service provider.

Item 14: Client Referrals and Other Compensation

Compensation Received by Performance Wealth

Performance Wealth is a fee-based advisory firm that is compensated solely by its Clients and not from any investment product. Performance Wealth does not receive commissions or other compensation from product sponsors, broker-dealers, or any unrelated third party. Performance Wealth may refer Clients to various unaffiliated, non-advisory professionals (e.g., attorneys, accountants, estate planners) to provide certain financial services necessary to meet the goals of its Clients. Likewise, Performance Wealth may receive non-compensated referrals of new Clients from various third parties.

Participation in the Institutional Advisor Platform (Schwab)

As noted in Item 12, Performance Wealth has established an institutional relationship with Schwab through its "Schwab Advisor Services" unit, a division of Schwab dedicated to serving independent advisory firms like Performance Wealth. As a registered investment advisor participating on the Schwab Advisor Services platform, Performance Wealth 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 may influence the Advisor's recommendation of this custodian over one 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 the 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 Performance Wealth that may not benefit the Client, including educational conferences and events, financial start-up support, consulting services, and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Performance Wealth believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Participation in the Institutional Advisor Platform (Northern Trust)

As also disclosed in Item 12, Performance Wealth has established institutional relationships with Northern Trust to assist the Advisor in managing Client account[s]. Access to the Northern Trust platform is provided at no charge to the Advisor. The Advisor receives access to software and related support without cost because the Advisor renders investment management services to Clients that maintain assets at Northern Trust. The software and related systems support may benefit the Advisor but not its Clients directly. 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 Custodians creates a conflict of interest since these benefits may influence the Advisor's recommendation of this Custodian over one that does not furnish similar software, systems support, or services. Additionally, the Advisor will receive the following benefits from Northern Trust, receipt of duplicate Client confirmations and bundled duplicate statements; access to a trading desk that exclusively services its institutional participants; access to block trading, which provides the ability to aggregate securities transactions and then allocate the appropriate shares to Client accounts; and access to an electronic communication network for Client order entry and account information.

Compensation for Client Referrals

Performance Wealth does not compensate, either directly or indirectly, any persons who are not supervised persons for client referrals.



Item 15: Custody

Pursuant to Rule 206(4)-2 of the Advisors Act, Performance Wealth is deemed to have custody of client funds because it has the authority and ability to debit fees from clients' accounts. All Performance Wealth client account assets will be maintained with an independent qualified custodian to mitigate any potential conflict of interest. Performance Wealth does not have physical custody of client assets.

Such qualified custodians will send account statements to clients at least once per calendar quarter that typically detail any transactions in such account for the relevant period. In addition, as discussed in Item 13, Performance Wealth will also send, or otherwise make available, periodic supplemental reports to clients. Clients should carefully review the statements sent directly by the Financial Institutions and compare them to those received from Performance Wealth. Any other custody disclosures can be found in the Firm's Form ADV Part 1.

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.

Item 16: Investment Discretion

Performance Wealth generally has discretion over the selection and amount of securities to be bought or sold in Client accounts. 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 Performance Wealth. 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 management agreement containing a power-of-attorney and all applicable limitations to such authority. All discretionary trades made by Performance Wealth will be in accordance with each Client's investment objectives and goals. Performance Wealth, in certain circumstances, will also advise on a non-discretionary basis.

Item 17: Voting Client Securities

Performance Wealth accepts proxy-voting responsibility for securities held in Client accounts when provided by the Client. The advisory agreement between Performance Wealth and the Client will generally specify whether or not Performance Wealth has the authority to vote proxies on behalf of a particular Client.

Performance Wealth has engaged 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 Performance Wealth 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 Performance Wealth will devote appropriate time and resources to consider those issues.

Proxy Voting Policy and Procedures

Performance Wealth shall vote proxies in the best interest of its Clients and shall not subrogate the Client's interest to its own. Performance Wealth monitors corporate actions through the Custodian. Performance



Wealth receives notice of upcoming proxy votes, meeting and record dates, and other information on upcoming corporate actions by companies in which Performance Wealth Clients are shareholders. Clients may request a copy of Performance Wealth's proxy voting records free of charge by contacting Performance Wealth.

Conflicts of Interest in the Voting Process

On occasion, a conflict of interest may exist between the Advisor and the client regarding the outcome of certain proxy votes. In such cases, the Advisor is committed to resolving the conflict in the best interest of the Clients before voting the proxy in question.

Class Actions

Performance Wealth does not direct advisory clients' participation in class actions. Performance Wealth shall forward any class action documentation inadvertently received to the appropriate advisory clients. These policies have been written and in place in accordance with Rule 206(4)-6, and Performance Wealth acts in accordance with those procedures.

Item 18: Financial Information

Performance Wealth does not have any financial impairment that will preclude the Firm from meeting contractual and fiduciary obligations to clients and has not been the subject of a bankruptcy proceeding. A balance sheet is not required to be provided because Performance Wealth does not serve as a custodian for client funds or securities and does not require prepayment of fees of more than \$1,200 per client six months or more in advance.



Form ADV Part 2A – Wrap Fee Program Brochure

Effective: November 21, 2023

36 E. Hinsdale Ave.
Hinsdale, IL 60521

(630) 686-5655

www.performancewealthpartners.com

This wrap-fee program brochure provides information about the qualifications and business practices of Performance Wealth Partners, LLC (“Performance Wealth” or the “Advisor”). If you have any questions about the contents of this wrap fee program brochure, please contact the Advisor at (630) 686-5655.

Performance Wealth is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this wrap fee program 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 wrap-fee program brochure provides information about Performance Wealth to assist you in determining whether to retain the Advisor.

Additional information about Performance Wealth is available on the SEC’s website at www.adviserinfo.sec.gov by searching with the Advisor’s firm name or CRD# 311735.



Item 2: Material Changes

Material Changes

There have been no material changes made to this Wrap Fee Program Brochure since the last filing and distribution to Clients.

Future Changes

From time to time, the Advisor may amend this wrap fee program 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 also if a material change occurs requiring disclosure.

At any time, you may view the current Disclosure Brochure online at the SEC's Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov by searching with the Advisor's firm name or CRD# 311735. You may also request a copy of this Disclosure Brochure at any time by contacting the Advisor at the phone number identified on the cover sheet of this document.

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Item 4 – Services, Fees, and Compensation

A. Services

Performance Wealth Partners, LLC (“Performance Wealth” or the “Advisor”) is a Registered Investment Adviser registered with the Securities and Exchange Commission (“SEC”). Performance Wealth provides its clients with customized investment management services. This Wrap Fee Program Brochure is provided along with the complete Disclosure Brochure to provide full details of the business practices and fees when selecting Performance Wealth as your investment advisor.

As part of the investment advisory fees noted in Item 5 of the Disclosure Brochure, Performance Wealth includes securities transaction fees, custody fees, administrative fees, wire fees, and other fees and expenses (herein, “Covered Costs”) as part of the overall investment advisory fee. Securities regulations often refer to this combined fee structure as a “Wrap Fee Program.” The Advisor’s recommended Custodian does not charge securities transaction fees for exchange-traded funds (“ETFs”) and equity trades in Client accounts but typically charges for mutual funds and other types of investments. The Advisor sponsors the Performance Wealth Wrap Fee Program.

The primary purpose of this Wrap Fee Program Brochure is to provide additional disclosure relating to the combination of Covered Costs into a single “bundled” investment advisory fee. This Wrap Fee Program Brochure references back to the Performance Wealth Disclosure Brochure, which this Wrap Fee Program Brochure serves as an Appendix. **Please see Item 4 – Advisory Services of the Disclosure Brochure for details on Performance Wealth’s investment philosophy and related services.**

B. Program Costs

Advisory services provided by Performance Wealth are offered in a wrap fee structure whereby Covered Costs are included in the overall investment advisory fee paid to Performance Wealth. As the level of activity in a Client’s account[s] may vary from year to year, the annual cost to the Client may be more or less than engaging for advisory services where the Covered Costs are borne separately by the Client. The cost of the Wrap Fee Program varies depending on the services to be provided to each Client; however, the Client is not charged more if there is higher trading activity or other Covered Costs. A Wrap Fee structure presents a conflict of interest as the Advisor is incentivized to limit the number of trades placed in the Client’s account[s] or to utilize securities that do not have transaction fees. As noted above, the Advisor’s recommended Custodian does not charge securities transaction fees for ETF and equity trades in Client accounts but typically charges for mutual funds and other types of investments. As such, the Advisor is incentivized to utilize ETFs and other equity securities to limit the overall cost to the Advisor. The Advisor will only place Client assets into a Wrap Fee Program when it is believed to be in the Client’s best interest. **Please see Item 5 – Fees and Compensation of the Disclosure Brochure for complete details on fees.**

Schwab has eliminated commissions for online trades of equities, exchange-traded funds (ETFs), and options (subject to a \$0.65 per contract fee). This means that, in most cases, when Performance Wealth buys and sells these types of securities, Performance Wealth will not have to pay any commissions to Schwab. Performance Wealth encourages clients to review Schwab’s pricing to compare the total costs of entering into a wrap fee arrangement versus a non-wrap fee arrangement. If clients choose to enter into a wrap fee arrangement, their total cost to invest could exceed the cost of paying for brokerage and advisory services separately. To see what clients would pay for transactions in a non-wrap account, please refer to Schwab’s most recent pricing schedules available at www.schwab.com/legal/schwab-pricing-guide-for-individual-investors.



C. Fees

As noted above, the Wrap Fee Program includes Covered Costs incurred in connection with the discretionary investment management services provided by Performance Wealth as part of its overall investment advisory fee.

Wealth management fees are paid quarterly, in advance of each calendar 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 calendar quarter. Wealth management fees typically range from 0.75% to 2.00% annually, based on several factors, including the complexity of the services to be provided, the level of assets to be managed, and the overall relationship with the Advisor. Relationships with multiple objectives, specific reporting requirements, portfolio restrictions, and other complexities may be charged a higher fee. The Advisor may negotiate a fee that differs from the range above for certain account[s] or holdings.

The wealth management fee for new accounts is prorated from the inception date of the account[s] to the end of the first quarter. Fees may be negotiable 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 by Performance Wealth will be independently valued by the Custodian. Performance Wealth will conduct periodic reviews of the Custodian's valuations.

Wealth management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor or its delegate shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the respective quarter-end date. The amount due is calculated by applying the quarterly rate $\left[\frac{\text{annual rate}}{\text{number of days in the year}}\right]$ multiplied by the number of days in the quarter to the assets under management with Performance Wealth at the end of the prior quarter. Clients will be provided a statement, at least quarterly, from the Custodian reflecting the deduction of the wealth management fee. It is the responsibility of the Client to verify the accuracy of these fees as listed on the Custodian's brokerage statement, as the Custodian does not assume this responsibility. Clients provide written authorization permitting advisory fees to be deducted by Performance Wealth directly from their account[s] held by the Custodian as part of the wealth management agreement and separate account forms provided by the Custodian. Certain assets under management may be excluded from the wealth management fee.

In addition, all fees paid to Performance for investment advisory services or part of the Wrap Fee Program are separate and distinct from the expenses charged by 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. Securities transaction fees for Client-directed trades may be charged back to the Client. In connection with the discretionary investment management services provided by Performance Wealth, the Client will incur other costs assessed by the Custodian or other third parties other than the Covered Costs noted above. The Advisor does not control nor share in these fees. The Client should review both the fees charged by the fund[s] and the fees charged by Performance Wealth to fully understand the total fees to be paid. Please see Item 5.C. – Other Fees and Expenses in the Disclosure Brochure (included with this Wrap Fee Program Brochure).



D. Compensation

Performance Wealth is the sponsor and portfolio manager of this Wrap Fee Program. Performance Wealth receives investment advisory fees paid by Clients for participating in the Wrap Fee Program and pays the Covered Costs associated with the management of the Client's account[s].

Item 5 – Account Requirements and Types of Clients

Performance Wealth generally requests a minimum relationship size of \$500,000 to participate in the Wrap Fee Program but does reserve the right to accept or decline a potential client for any reason at our sole discretion. Mutual fund investment options considered for our Wrap Fee Programs may impose investment minimums as described in the funds' prospectuses, which are available from your Advisor. Performance Wealth reserves the right to negotiate fees or accept accounts below our stated minimums.

The Wrap Program generally serves individuals, high-net-worth individuals, trusts, estates, charitable organizations, corporations and business entities, and retirement plans. Please see Item 7 – Types of Clients in the Disclosure Brochure for additional information

Item 6 – Portfolio Manager Section and Evaluation

Portfolio Manager Selection

Performance Wealth is both the Sponsor and Portfolio Manager for the services under the Wrap Fee Program. Performance Wealth will not select any outside manager for the Program.

Related Persons

Performance Wealth's personnel serve as portfolio managers for this Wrap Fee Program. Performance Wealth does not serve as a portfolio manager for any third-party Wrap Fee Programs. Accordingly, no related person will be chosen as a portfolio manager for this Wrap Fee Program.

Performance-Based Fees

Performance Wealth does not charge performance-based fees for its investment advisory services. The fees charged by Performance Wealth are as described in Item 5 above and are not based upon the capital appreciation of the funds or securities held by any Client.

Performance Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

Supervised Persons

Performance Wealth's Advisory Persons serve as portfolio managers for all accounts, including the services described in this Wrap Fee Program Brochure. Details of the advisory services provided are included in Item 4.A. of the Disclosure Brochure.

Methods of Analysis

Please see Item 8 of the Disclosure Brochure (included with this Wrap Fee Program Brochure) for details on the research and analysis methods employed by the Advisor.

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. Performance Wealth 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 9 – 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 approach:

- *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.

- *Options Contracts*

Investments in options contracts have the risk of losing value in a relatively short period of time. Options 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.

- *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 have 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.

- *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.



- *Using Margin*

You can lose more funds than you deposit in the margin account. A decline in the value of securities you purchased on margin may require you to provide additional funds or margin-eligible securities to avoid the forced sale of any securities or assets in your account(s).

- *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).

- *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. Clients should only have a portion of their assets in these investments.

Past performance is not a guarantee of future returns. Investing in securities and other investments involves a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor. Please see Item 8.B. – Risk of Loss in the Disclosure Brochure for details on investment risks.

Voting Client Securities

Performance Wealth accepts proxy-voting responsibility for securities held in Client accounts when provided by the Client. The advisory agreement between Performance Wealth and the Client will generally specify whether or not Performance Wealth has the authority to vote proxies on behalf of a particular Client.

Performance Wealth has engaged 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 Performance Wealth 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 Performance Wealth will devote appropriate time and resources to consider those issues.

Proxy Voting Policy and Procedures

Performance Wealth shall vote proxies in the best interest of its Clients and shall not subrogate the Client's interest to its own. Performance Wealth monitors corporate actions through the Custodian. Performance Wealth receives notice of upcoming proxy votes, meeting and record dates, and other information on upcoming corporate actions by companies in which Performance Wealth Clients are shareholders. Clients may request a copy of Performance Wealth's proxy voting records free of charge by contacting Performance Wealth.



Conflicts of Interest in the Voting Process

On occasion, a conflict of interest may exist between the Advisor and the client regarding the outcome of certain proxy votes. In such cases, the Advisor is committed to resolving the conflict in the best interest of the Clients before voting the proxy in question.

Class Actions

Performance Wealth does not direct advisory clients' participation in class actions. Performance Wealth shall forward any class action documentation inadvertently received to the appropriate advisory clients. These policies have been written and in place in accordance with Rule 206(4)-6, and Performance Wealth acts in accordance with those procedures.

Item 7 – Client Information Provided to Portfolio Managers

Performance Wealth is the sponsor and sole portfolio manager for the Program. The Advisor does not share Client information with other portfolio managers because the Advisor is the sole portfolio manager for this Wrap Fee Program. The personal information clients provide Performance Wealth at account opening, including, without limitation, your social security number, net worth, annual income, etc., is accessible to Performance Wealth and its Advisory Persons. Client personal information is protected in accordance with Performance Wealth's privacy policy, which is available on Performance Wealth's website, www.performancewealthpartners.com, or clients may request a copy from Performance Wealth.

Item 8 – Client Contact with Portfolio Managers

Performance Wealth is a full-service investment management advisory firm. Your contact for information and consultation regarding your wrap-fee program account is your Financial Advisor. Performance Wealth places no restrictions on the client's ability to contact portfolio managers, who can be reached during regular business hours using the contact information on the cover page of this brochure.

Item 9 – Additional Information

Disciplinary Information

An investment advisor must disclose material facts about any legal or disciplinary event that is material to a client's evaluation of the advisory business or of the integrity of its management personnel. No events have occurred that are applicable to this item.

Please see Item 9 of the Performance Wealth Disclosure Brochure as well as Item 3 of each Advisory Person's Brochure Supplement (included as a separate document to this Wrap Fee Program Brochure) for additional information on how to research the background of the Advisor and its Advisory Persons.

Other Financial Industry Activities And Affiliations

Please see Item 10 – Other Financial Activities and Affiliation and Item 14 – Client Referrals and Other Compensation of the Form ADV Part 2A – Disclosure Brochure (included with this Wrap Fee Program Brochure).

Code of Ethics, Review of Accounts, Client Referrals, and Financial Information

Performance Wealth has implemented a Code of Ethics that defines the Advisor's fiduciary commitment to each Client. This Code of Ethics applies to all persons subject to Performance Wealth's compliance program ("Supervised Persons"). Complete details on the Performance Wealth Code of Ethics can be found under Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading in the Disclosure Brochure (included with this Wrap Fee Program Brochure).



Account Reviews

Client accounts are monitored on a regular and continuous basis by Advisory Persons of Performance Wealth under the supervision of the Chief Compliance Officer (“CCO”). Details of the review policies and practices are provided in Item 13 of the Form ADV Part 2A – Disclosure Brochure.

Other Compensation

Participation in the Institutional Advisor Platform

Performance Wealth has established an institutional relationship with Schwab through its “Schwab Advisor Services” unit, a division of Schwab dedicated to serving independent advisory firms like Performance Wealth. As a registered investment advisor participating on the Schwab Advisor Services platform, Performance Wealth 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 may influence the Advisor's recommendation of this custodian over one 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 the 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 Performance Wealth that may not benefit the Client, including educational conferences and events, financial start-up support, consulting services, and discounts for various service providers. Access to these services creates a financial incentive for the Advisor to recommend Schwab, which results in a conflict of interest. Performance Wealth believes, however, that the selection of Schwab as Custodian is in the best interests of its Clients.

Please see Item 14 – Other Compensation of the Disclosure Brochure for details on additional compensation that may be received by Performance Wealth or its Advisory Persons. Each Advisory Person’s Brochure Supplement provides details on any outside business activities and the associated compensation.



Financial Information

Performance Wealth does not require or solicit prepayment of more than \$1,200 in fees per client six months or more in advance. Therefore, we are not required to include a balance sheet for the most recent fiscal year. Performance Wealth has not been the subject of a bankruptcy petition at any time.



Privacy Policy

Effective: November 21, 2023

Our Commitment to You

Performance Wealth Partners, LLC (“Performance Wealth” 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. Performance Wealth (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.

Performance Wealth does not sell your nonpublic 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 nonpublic 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
Email 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 the 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 Clients' 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?
Servicing our Clients We may share nonpublic personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, and 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
Marketing Purposes Performance Wealth 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 Performance Wealth or the client has a formal agreement with the financial institution. We will only share information for purposes of servicing your accounts, not for marketing purposes.	No	Not Shared
Authorized Users Your nonpublic personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].	Yes	Yes
Information About Former Clients Performance Wealth does not disclose and does not intend to disclose nonpublic 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 that 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 nonpublic 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 (630) 686-5655.