

Item 1 - Cover Page



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**Form ADV Part 2A
Firm Brochure**

**February 16th, 2025
Previous Revision: October 1st, 2025**

This brochure provides information about the qualifications and business practices of Premier Wealth Partners, LLC. If you have any questions about the content of this brochure, please contact our Chief Compliance Officer, Brent P. Nicks at (843) 501-2778.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or any state securities administrator. Additional information about Premier Wealth Partners, LLC is available on the SEC's website at www.adviserinfo.sec.gov. Click on the "Investment Adviser Search" link and then search for "Investment Adviser Firm" using the firm's IARD ("CRD") number, which is 171695.

While the firm and its associates may be registered and/or licensed within a particular jurisdiction, that registration and/or licensing does not imply an endorsement by any regulatory authority, nor does it imply a certain level of skill or training on the part of the firm or its associated personnel.

Item 2 - Material Changes

The following material changes have occurred to the information in this brochure since the last amendment for Premier Wealth Partners, LLC on October 1st, 2025:

Certain adviser representatives of our firm are also registered as IARs of another registered investment adviser – Allen Mooney and Barnes Investment Advisors LLC (AMBIA). AMBIA has been separately engaged by us to provide specified operational and support services. Although these individuals serve in dual capacities, all advisory services provided to our clients through this firm are delivered under our supervision and in accordance with our policies, procedures, and fiduciary obligations.

Detailed material changes relate to the policies, practices or conflicts of interests of Premier Wealth Partners, LLC only.

The firm may at any time update this document and either send a copy of its updated brochure or provide a summary of material changes to its brochure and an offer to send an electronic or hard copy form of the updated brochure. Clients are also able to download this brochure from the SEC's website at www.adviserinfo.sec.gov or may contact our firm at (843) 501-2778 to request a copy at any time.

As with all firm documents, clients and prospective clients are encouraged to review this brochure in its entirety and are encouraged to ask questions at any time prior to or throughout the engagement.

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Important Information: Throughout this document Premier Wealth Partners, LLC shall also be referred to as “the firm,” “firm,” “our,” “we” or “us.” The client or prospective client may be also referred to as “you,” “your,” etc., and refers to a client engagement involving a single person as well as two or more persons and may refer to natural persons and legal entities. The term “advisor” and “adviser” are used interchangeably where accuracy in identification is necessary (i.e., Internet address, etc.).

Item 4 - Advisory Business

Description of the Firm

Premier Wealth Partners, LLC is a South Carolina domiciled limited liability company formed in 2014. We are not a subsidiary of, nor do we control another financial services industry entity. In addition to our 2014 registration as an investment advisor in the State of South Carolina, our firm and its associates may register, become licensed or meet certain exemptions to registration and/or licensing in other jurisdictions in which we conduct investment advisory business.

Lisa Pontius is our firm's majority shareholder.

Description of Advisory Services Offered

Premier Wealth Partners, LLC provides a broad range of investment advisory solutions to its clients. For those interested in areas such as cash flow and budgeting, education funding, retirement planning, risk management, estate planning, tax planning, as well as periodic investment advice, we offer our *financial planning services*. We also provide ongoing and continuous supervision of clients' portfolios through our *investment supervisory services* offering, as well as providing our clients access to institutional investment managers through *investment management services* engagements.

A complimentary initial interview is conducted by a representative of our firm to discuss your current situation, long-term goals, and the scope of services that may be provided to you. During or prior to this meeting you will be provided with our current Form ADV Part 2 firm brochure that includes a statement involving our privacy policy. Should you wish to engage Premier Wealth Partners, LLC for its services, you must first execute our client engagement agreement. Thereafter, discussion and analysis will be conducted to determine your financial needs, goals, holdings, etc. Depending on the scope of the engagement, you may be asked to provide copies of the following documents early in the process:

- Wills, codicils and trusts
- Insurance policies
- Mortgage information
- Tax returns
- Current financial specifics including W-2s or 1099s
- Information on current retirement plans and benefits provided by your employer
- Statements reflecting current investments in retirement and non-retirement accounts
- Employment or other business agreements you may have in place
- Completed risk profile questionnaires or other forms provided by our firm

Our ability to provide our advisory services depends on access to important information about our clients, and it is important that the information and financial statements you provide is accurate. Our firm may, but is not obligated to, verify the information you have provided which will then be used in the financial planning or investment advisory process. In addition, it is necessary that you provide us with an adequate level of information and supporting documentation throughout the term of the engagement, including, but not limited to source of funds, income levels, and an account holder or their legal agent's authority to act on behalf of the account, among other information. This helps us determine the appropriateness of our planning and/or investment strategies for your portfolio.

Financial Planning Services

Our financial planning services may be as broad-based or narrowly focused as you desire. The incorporation of most or all the noted components allows not only a more thorough analysis but also an in-depth view of your plans to assist you in reaching your goals and objectives. If several or all the services described are provided together, the total time needed to complete these services may be less than the time it would take to complete each service separately because of the efficiency gained by combining more than one service.

Cash Flow Analysis and Debt Management

A review of your income and expenses will be conducted to determine your current surplus or deficit. Based upon the results, we will provide advice on prioritizing how any surplus should be used, or how to reduce expenses if they exceed your income. In addition, advice on the prioritization of which debts to repay may be provided, based upon such factors as the debt's interest rate and any income tax ramifications.

Recommendations may also be made regarding the appropriate level of cash reserves for emergencies and other financial goals. These recommendations are based upon a review of cash accounts (such as money market funds) for such reserves and may include strategies to save desired reserve amounts.

Risk Management

A risk management review includes an analysis of your exposure to major risks that could have a significant adverse impact on your financial picture, such as premature death, disability, property and casualty losses, or the need for long-term care planning. Advice may be provided on ways to minimize such risks and about weighing the costs of purchasing insurance versus the benefits of doing so and, likewise, the potential cost of not purchasing insurance ("self-insuring").

Employee Benefits

A review is conducted and analysis is made as to whether you, as an employee, are taking maximum advantage of your employee benefits. We will also offer advice on your employer-sponsored retirement plan and/or stock options, along with other benefits that may be available to you.

Personal Retirement

Retirement planning services typically include projections of your likelihood of achieving your financial goals, with financial independence usually the primary objective. For situations where projections show less than the desired results, a recommendation may include showing you the impact on those projections by making changes in certain variables (i.e., working longer, saving more, spending less, taking more risk with investments). If you are near retirement or already retired, advice may be given on appropriate distribution strategies to minimize the likelihood of running out of money or having to adversely alter spending during your retirement years.

Tax Strategies

Advice may include ways to minimize current and future income taxes as a part of your overall financial planning picture. For example, recommendations may be offered as to which type of account(s) or specific investments should be owned based in part on their "tax efficiency," with consideration that there is always a possibility of future changes to federal, state or local tax laws and rates that may impact your situation.

College Funding

Advice involving college funding may include projecting the amount that will be needed to achieve post-secondary education funding goals, along with savings strategies and the “pros-and-cons” of various college savings vehicles that are available. We are also available to review your financial picture as it relates to eligibility for financial aid or the best way to contribute to grandchildren, if appropriate.

Estate Planning

Our review typically includes an analysis of your exposure to estate taxes and your current estate plan, which may include whether you have a will, powers of attorney, trusts and other related documents. We may assess ways to minimize or avoid future estate taxes by implementing appropriate estate planning strategies such as the use of applicable trusts.

We generally recommend that you consult with a qualified attorney when you initiate, update, or complete estate planning activities. We may provide you with contact information for attorneys who specialize in estate planning when you wish to hire an attorney for such purposes. From time-to-time, we will participate in meetings or phone calls between you and your attorney with your approval or request.

Divorce Planning

Separation or divorce can have a major impact on your goals and plans. We will work with you to help you gain an understanding of your unique situation and provide you with a realistic financial picture so that you are in a better situation to communicate with legal counsel, a mediator or soon to be ex-spouse. We can assist in the completion of cash flow and net worth projections, budgetary analysis, division of property, as well as help you to understand what the consequences and/or benefits are involving a settlement.

Investment Consultation

Investment consultation services often involve providing information on the types of investment vehicles available, employee retirement plans and/or stock options, investment analysis and strategies, asset selection and portfolio design, as well as limited assistance if your investment account if it is maintained at another broker/dealer or custodian. The strategies and types of investments that may be recommended are further discussed in Item 8 of this brochure.

Business Consultation

We are available to assist small businesses in a variety of ways to include business strategy, practice management, general financial advice, debt management, as well as assisting you with matters involving coordination with your financial institution, attorney or accountant.

A broad-based plan is an endeavor that requires detail, therefore, certain variables can affect the cost involved in the development of the plan: the quality of your own records, complexity and number of current investments, diversity of insurance products and employee benefits you currently hold, size of the potential estate, and special needs of the client or their dependents, among others. We may concentrate on reviewing only a specific area (modular planning) per your request, such as an employer retirement plan allocation, college funding or evaluating the sufficiency of savings plan. Note that when these services focus only on certain areas of your interest or need, your overall situation or needs may not be fully addressed due to limitations you may have established.

Whether we have created a broad-based or modular plan, we will present you with a summary of our recommendations, guide you in the implementation of some or all of them per your decision, as well as offer you periodic reviews thereafter (see Item 13). In all instances involving our financial planning engagements, our clients retain full discretion over all implementation decisions and are free to accept or reject any recommendation we make.

Portfolio Management Services

You may also engage our firm to implement investment strategies that we have recommended to you. Depending on your risk profile, goals and needs, among other considerations, your portfolio will involve the employment of one of our investment strategies as well as either a broad range or more narrowly focused choice of investment vehicles which are further discussed in Item 8 of this brochure, and our fee rates are noted in Item 5.

Where appropriate, we will prepare investment guidelines reflecting your objectives, time horizon, tolerance for risk, as well as any account constraints you may have for the portfolio. These guidelines will be designed to be specific enough to provide future guidance while allowing flexibility to work with changing market conditions. We will account for any reasonable restrictions you may require for the management of your investment account(s). We want to note that it will remain your responsibility to promptly notify us if there is any change in your financial situation and/or investment objectives for the purpose of our reviewing, evaluating or revising previous account restrictions or firm investment recommendations.

Investment Supervisory Services

We may recommend your account be managed by our firm and/or various selected sub-advisors we have chosen to act as portfolio model managers through our investment supervisory services under either a discretionary or non-discretionary agreement (defined in Item 16). The engagement may include:

- Investment strategy
- Investment guideline development
- Asset allocation
- Asset selection
- Risk tolerance
- Regular monitoring
- Periodic rebalancing

Investment Management Services (Third-Party Investment Managers)

Following our consultation session and plan development, we may recommend you engage a third-party investment manager to implement a portion or your entire portfolio. Prior to recommending a third-party investment manager, we will conduct what is believed to be an appropriate level of due diligence to include ensuring the third-party investment manager is appropriately registered or notice-filed within your jurisdiction. At least annually thereafter a review will be performed from both a compliance and performance perspective to determine whether the selected third-party investment manager remains an appropriate fit for your portfolio.

Under this type of engagement, we will gather information from you about your financial situation, investment objectives, reasonable restrictions you may want to impose on the management of the account, and we will then provide this data to the third-party investment manager to develop the portfolio.

Third-party managers will invest on behalf of a client account in accordance with the strategies set forth in their own requisite disclosure documents which will be provided to you by our firm prior to your portfolio employing their strategies. The selected third-party investment manager typically assumes discretionary authority over an account, and some of these programs may not be available for those clients who prefer an account to be managed under a non-discretionary engagement or who may have other unique account restrictions.

Educational Workshops

On occasion, our Firm offers periodic complimentary educational seminar sessions for those desiring general advice on personal finance and investing. Topics may include issues related to general financial planning, educational funding, retirement strategies, implications involving changes in marital status, and various other current economic or investment topics. Our workshops are educational in nature and do not involve the sale of insurance or investment products. Information presented will not be based on any one person's need nor do we provide individualized investment advice to attendees during our general sessions.

General Information

Premier Wealth Partners, LLC does not offer an investment program involving wrapped fees. We do not provide legal or accounting related services, but with your prior written consent we will work with your attorney or accountant to assist with the coordination and implementation of accepted strategies. You should be aware that these other professionals will charge you separately for their services and these fees will be in addition to our own advisory fees.

Our firm will use its best judgment and good faith effort in rendering its services. Premier Wealth Partners, LLC cannot warrant or guarantee the achievement of a planning goal or any level of account performance or that your account will be profitable over time. Past performance is not necessarily indicative of future results.

Except as may otherwise be provided by law, our firm will not be liable to the client, heirs, or assignees for any loss an account may suffer by reason of an investment decision made or other action taken or omitted in good faith by our firm with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; any loss arising from our adherence to your direction or that of your legal agent; any act or failure to act by a service provider maintaining an account.

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing contained in this document or our client engagement agreement shall constitute a waiver of any rights that a client may have under federal and state securities laws.

Item 5 - Fees and Compensation

Forms of payment are based on the types of services being provided, term of service, etc., and will be stated in your engagement agreement with our firm. Premier Wealth Partners, LLC does not accept cash, money orders or similar forms of payment for its engagements.

Types of Fees and Payment Schedule

Financial Planning Fees

If you engage our firm strictly for financial planning services, we will assess an hourly fee at the rate of \$150 per hour and we bill in 10-minute increments. Prior to entering into an agreement with our firm, you will receive an estimate of the overall cost based on your requirements and the time involved. Final financial planning fees will be provided via an invoice to the client. Payment of outstanding fees are considered due upon completion and delivery of the financial planning details to the client.

Portfolio Management Fees

Fees for investment supervisory services and third-party investment manager programs are assessed an annualized asset-based fee that is paid quarterly, in arrears. The fee will be calculated based on the reporting period ending value of your account (e.g., the last market day of the quarter), and account asset values are in consonance with the statement you receive from your custodian of record for the purpose of verifying the computation of our advisory fee. In the rare absence of a reportable market value, our firm may seek a third-party opinion from a recognized industry source (e.g., unaffiliated public accounting firm), and you may choose to separately seek such an opinion at your own expense as to the valuation of “hard-to-price” securities if necessary.

Investment Supervisory Services

Our investment supervisory services engagement fees are described in the following table, and the fee includes any sub-advisor assessment. We assess our asset-based fee based on a flat fee level; all the client’s assets managed by our firm are assessed a single percentage rate that declines as asset levels increase.

Client Assets Under Management	Annualized Asset-Based Fee
\$0 - \$499,999	1.25%
\$500,000 and \$999,999	1.00%
\$1,000,000 – and above	0.90%

Investment Management Services (Third-Party Investment Managers)

Each investment management services program has a stated fee range that will be described to you within the third-party investment manager disclosure documents and prior to your selection of the manager. Fees range from 0.75% to 1.95% (75 to 195 basis points) depending upon the program selected, investment strategies involved, portfolio holdings, asset size of the account, and the services provided to the client. Our firm will share in part of the advisory fee for our consultation services, and we will receive from 0.40% to 1.00% (40 to 100 basis points) of the total fee assessed, which we will describe to you in your engagement agreement with our firm.

Aggregating Account Fees

For the benefit of discounting your asset-based fee, we may aggregate investment supervisory services accounts for the same individual or two or more accounts within the same family, or accounts where a family member has power of attorney over an account of another family member, including the accounts of those family members who have a diminished capacity.

Should investment objectives be substantially different for any two or more household accounts, requiring different investment approaches or operational requirements, fee schedules may be separately applied. We will inform you in advance whether your third-party investment manager(s) will allow for account aggregation for the purpose of fee discounts.

Negotiable Fees

Our published fees are negotiable subject to final approval of a principal of our firm. We strive to offer fees that are fair and reasonable considering the experience of the firm and the services to be rendered to our clients, however, similar services may be made available from other providers and potentially at a lower fee.

Client Payment of Fees

Financial Planning Fees

Financial planning fees are to be paid by check from a US-based bank. Payment is due in full upon our invoice which immediately follows our delivery of your plan and/or advice.

Portfolio Management Fees

Your first billing cycle will begin once your agreement is executed and account assets have settled into your account held by the custodian of record. Fees for partial quarters will be prorated based on the remaining days in the reporting period in which the firm and/or third-party manager services the account. Fee payments will generally be assessed within 15 days of the beginning of each billing cycle.

For investment supervisory services accounts, the fee debited for services provided will be noted on the account statement(s) received from your custodian and will be consistent with the fee schedule noted by agreement for your engagement with our firm. When fees due are provided by invoice, it will include the total fee assessed, description of services provided, and the detail showing how the fee was calculated.

Third-party investment management services fees will be noted on your quarterly account statement you will receive from your custodian of record. We are not directly involved in the billing process of investment management accounts.

By signing our firm's and/or the third-party investment manager's engagement agreement(s), as well as the selected custodian account opening documents, you will be authorizing the withdrawal of transactional (see following section) and advisory fees from your account. The withdrawal of these fees will be accomplished by the selected custodian, not by our firm, and the custodian will remit our fees directly to our firm. Please note that you share in the responsibility to verify the accuracy of fee calculations; the custodian may not verify the accuracy of advisory fee assessments for you.

Additional Client Fees

Any transactional or service fees (sometimes termed *brokerage fees*), individual retirement account fees, qualified retirement plan fees, account termination fees, or wire transfer fees will be borne by the account holder per the custodian of record's separate fee schedule. We will ensure you receive a copy of our custodian's fee schedule at the beginning of the engagement, and you will be notified of any future changes to these fees by the custodian of record and/or the third-party administrator for certain tax-qualified plans.

Fees paid by our clients to our firm for our advisory services are separate from any of these fees or other similar charges. In addition, advisory fees for our firm's services are separate from any transactional charges a client may pay, as well as those for mutual funds, exchange-traded funds (ETFs), exchange-traded notes (ETNs), or other types of investments which include internal operating expenses or transactional costs to acquire or sell.

Per annum interest at the current maximum statutory rate may be assessed on fee balances due more than 30 days; we may refer past due accounts to collections or legal counsel for processing. We reserve the right to suspend some or all services once an account is deemed past due. ***Additional information about our fees in relationship to our brokerage practices are noted in Items 12 and 14 of this Firm Brochure.***

External Compensation for the Sale of Securities to Clients

We do not charge or receive a commission or mark-up on your securities transactions, nor do we receive "trailer" or SEC Rule 12b-1 fees from an investment company we may recommend when we are engaged to provide portfolio management services. Fees charged by issuers are detailed in prospectuses or product descriptions and you are encouraged to read these documents before investing.

You retain the option to purchase recommended or similar investments through your own selected service provider.

Termination of Services

Either party may terminate the agreement at any time, which will typically be in writing. If you verbally notify our firm of the termination and, if in two business days following this notification, we have not received your notice in writing, we will make a written notice of the termination in our records and send you our own termination notice as a substitute.

Premier Wealth Partners, LLC will not be responsible for investment allocation, advice or transactional services (except for limited closing transactions) upon receipt of a termination notice. It will also be necessary that we inform the custodian of record and/or third-party investment manager that the relationship between the firm and the client has been terminated.

If our Form ADV Part 2A Firm Brochure was not delivered to you at the time least 48 hours prior to entering into the investment advisory contract, then you have the right to terminate the engagement without penalty within five business days after entering into the agreement. Should a client terminate a financial planning service after this five-day time period, the client may be assessed fees at the firm's current hourly rate for any time incurred in the preparation of the client's analysis or plan. When an investment management or investment supervisory services client terminates their agreement after the five-day period, the client will be assessed fees on a prorated basis for services incurred from either (i) as a new client, the date of the engagement to the date of the firm's receipt of the written notice of termination, or (ii) all other accounts, the last billing period to the date of the firm's physical or constructive receipt of written termination notice.

The firm will return any prepaid, unearned fees (if any) within 30 days of the firm's receipt of termination notice. Earned fees more than any prepaid deposit will be billed at the time of termination and will be due upon receipt of our invoice. Our return of payment to a client for our hourly services will only be completed via check from our firm's US-based financial institution; no credits or "transaction reversals" will be issued.

We will only coordinate remuneration of prepaid asset-based fees to an investment account via our selected custodian. Note that most third-party investment managers also coordinate remuneration of prepaid asset-based fees via an investment account at the custodian of record. Return of prepaid fees will never involve a personal check, cash or money order from our firm or from an associate of our firm.

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

Our firm's advisory fees will not be based on a share of capital gains or capital appreciation (growth) of any portion of managed funds, also known as performance-based fees. Our fees will also not be based on side-by-side management, which refers to a firm simultaneously managing accounts that do pay performance-based fees (such as a hedge fund) and those that do not; this type of arrangement, and the conflict of interest it may pose, does not conform to our firm's practices.

Item 7 - Types of Clients

We provide advisory services to individuals and high net worth individuals of all investment experience, as well as small businesses and their key personnel. We do not require minimum income, asset levels or other similar preconditions for our financial planning or investment supervisory services engagement, and we will inform you in advance of any account requirements involving recommended third-party investment managers. Premier Wealth Partners, LLC reserves the right to waive or reduce certain fees based on unique individual circumstances, special arrangements or preexisting relationships.

We also reserve the right to decline services to any prospective client for any non-discriminatory reason.

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

Methods of Analysis and Investment Strategies

Method of Analysis

Premier Wealth Partners, LLC employs a blend of fundamental and technical types of analysis. For example, fundamental analysis involves evaluating economic factors including interest rates, the current state of the economy, or the future growth of an industry sector. Technical analysis may involve studying the historical patterns and trends of securities and their markets to determine potential future behaviors, the estimation of price movement, and an evaluation of a transaction before entry into the market in terms of risk and profit potential. Our research may be drawn from sources that include financial periodicals, information published by economists and other industry professionals, as well as annual reports, prospectuses and regulatory filings.

Investment Strategy

We recognize that each client's needs and goals are different; subsequently portfolio strategies and underlying investment vehicles may vary. The firm and its recommended third-party investment managers employ active, Core + Satellite, and passive account management strategies in order to seek growth while concurrently managing risk through appropriate asset allocation. The following defines the common strategies utilized within a client's portfolio, *in alphabetical order*:

Active Asset Management

A portfolio manager engaging in an active asset management strategy believes it is possible to create a profit from identifying or leveraging mispriced securities, or producing similar returns with less risk, or producing returns greater than a stated benchmark, such as a well-known index. For example, a "large cap stock" fund manager might attempt to outperform the Standard & Poor's 500 Index by purchasing underpriced stocks or derivative instruments representing these positions.

At times, a portfolio manager may attempt to preserve capital during times of high risk using cash and cash equivalents, and the percentage of account holdings invested in the market may vary substantially based on what is believed to be the prevailing risk in the market. For example, if a manager feels risk in the stock market is low, he might increase exposure to equities to attempt to take advantage of growth opportunities. When risk in the stock market is considered high, all or a portion of the portfolio's equity exposure may be moved to more stable short-term fixed income instruments and cash equivalent alternatives to preserve capital.

Core + Satellite

This strategy blends passive (or index) and active investing, where passive investments are used as the basis or "core" of a portfolio and actively managed investments are added as "satellite" positions. With this strategy, the portfolio core holdings are indexed to potentially more efficient asset classes, while outlying selections are generally limited to active holdings to attempt to outperform a particular category (sector), or a selection of particular positions to increase core diversification, or to improve portfolio performance.

For example, the core of a portfolio may be built with low-cost index funds or ETFs; satellite holdings would include active investment managers (mutual funds) with unique strategies that are believed capable of adding value beyond a stated benchmark over a full market cycle. The core may represent much of the total portfolio, using primarily index funds or index-based ETFs. The remainder of the portfolio may then employ mutual funds or ETFs that take a shorter duration to assist in the over-or-under allocation to specific sectors, regions, assets classes, etc.

Passive Account Management

Our passive strategy is based on Modern Portfolio Theory; selecting securities whose price movements have historically low correlations to create efficient portfolios that offer the highest expected return for a given level of risk, or one with the lowest level of risk for a given expected return. This practice does not employ market timing or stock selection methods of investing but rather a long term, buy-and-hold strategy with periodic rebalancing of the account to maintain desired risk levels.

Investments Recommended

We will strive to create portfolios that contain investment vehicles that are diversified, tax-efficient, and low-cost investments whenever practical. Although it is common to find a broad range of index mutual funds or ETFs within a portfolio, certain accounts may necessitate holding actively managed mutual funds and individual equity (stock) positions.

Investment Strategy and Method of Analysis Material Risks

Our firm believes its strategies and investment recommendations are designed to produce the appropriate potential return for the given level of risk; however, there is no guarantee that an investment objective or planning goal will be achieved. As an investor each client must be able to bear the risk of loss that is associated with their account, which may include the loss of some or their entire principal invested. We have offered examples of such risk in the following paragraphs, and we believe it is important that you review and consider each of them risk prior to your investing.

Active Management Strategy Risks

A portfolio that employs active management strategies may, at times, outperform or underperform various benchmarks or other strategies. To meet or surpass these benchmarks, active portfolio management may require more frequent trading or "turnover" in the positions.

This may result in shorter holding periods, higher transactional costs and/or taxable events generally borne by the client, thereby potentially reducing or negating certain benefits of active asset management.

Company Risk

When investing in securities, such as stocks, there is always a certain level of company or industry-specific risk that is inherent in each company or issuer. There is the risk that the company will perform poorly or have its value reduced based on factors specific to the company or its industry. This is also referred to as *unsystematic risk* and can be reduced or mitigated through diversification.

Core + Satellite Strategies

Strategies involving Core + Satellite investing may have the potential to be affected by “active risk” (or “tracking error risk”), which might be defined as a deviation from a stated benchmark. Since the core portfolio attempts to closely replicate a stated benchmark, the source of the tracking error or deviation may come from a satellite portfolio or position, or from a “sample” or “optimized” index fund or ETF that may not as closely align the stated benchmark.

Failure to Implement

As a financial planning client, you are free to accept or reject any or all the recommendations made to you. While no advisory firm can guarantee future performance, no plan can succeed if it is not implemented. Clients who choose not to take the steps recommended in their financial plan may face an increased risk that their stated goals and objectives will not be achieved. Our firm takes no responsibility for any recommended action that is not implemented by the client.

Financial Risk

Excessive borrowing to finance a business operation increases profitability risk because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.

Fundamental Analysis

The challenge involving fundamental analysis is that information obtained may be incorrect; the analysis may not provide an accurate estimate of earnings, which may be the basis for a security's value.

Inflation Risk

When any type of inflation is present, a dollar today will not buy as much as a dollar next year because purchasing power is eroding at the rate of inflation.

Management Risk

An investment with a firm varies with the success and failure of its investment strategies, research, analysis and determination of its portfolio. If an investment strategy were not to produce expected returns, the value of the investment would decrease.

Market Risk

When the stock market as a whole or an industry fall, it can cause the prices of individual stocks to fall indiscriminately. This is also called *systemic* or *systematic* risk.

Passive Investing

A portfolio that employs a passive, efficient markets approach has the potential risk at times to generate lower-than-expected returns for the broader allocation than might be the case for a more narrowly focused asset class, and the return on each type of asset may be a deviation from the average return for the asset class. We believe this variance from the expected return is generally low under normal market conditions when a portfolio is made up of diverse, low or non-correlated assets.

Research Data

When research and analyses are based on commercially available software, rating services, general market and financial information, or due diligence reviews, a firm is relying on the accuracy and validity of the information or capabilities provided by selected vendors, services, market data, and the issuers themselves. While our firm makes every effort to determine the accuracy of the information received, we cannot predict the outcome of events or actions taken or not taken, or the validity of all information researched or provided which may or may not affect the advice on or investment management of an account.

Socially Conscious Investing (ESG Investing)

If you require your portfolio to be invested according to socially conscious principles, you should note that returns on investments of this type may be limited and because of this limitation you may not be able to be as well diversified among various asset classes. The number of publicly traded companies that meet socially conscious investment parameters is also limited, and due to this limitation, there is a probability of similarity or overlap of holdings, especially among socially conscious mutual funds or ETFs. Therefore, there could be a more pronounced positive or negative impact on a socially conscious portfolio, which could be more volatile than a fully diversified portfolio.

Our firm will make a good-faith effort to manage client accounts in a manner consistent with expressed environmental, social, and governance (ESG) preferences. However, ESG investing involves varied and evolving definitions, as well as additional research and due-diligence requirements. For these reasons, we reserve the right, at our discretion, to decline or discontinue ESG-specific management if we determine that such requirements cannot be reasonably or consistently met within our investment process.

Technical Analysis

The risk of investing based on technical analysis is that it may not consistently predict a future price movement; the current price of a security may reflect all known information. This may occur due to analyst bias or misinterpretation, a sector analysis error, late recognition of a trend, etc.

Equity (Stock) Risk

Common stocks are susceptible to general stock market fluctuations and to volatile increases or decreases in value as market confidence in and perceptions of their issuers change. If an investor held common stock or common stock equivalents of any given issuer, they may be exposed to greater risk than if they held preferred stocks and debt obligations of the issuer.

ETF and Mutual Fund Risks

The risk of owning ETFs and mutual funds reflect their underlying securities (e.g., stocks, bonds, etc.). ETFs and mutual funds also carry additional expenses based on their share of operating expenses and certain brokerage fees, which may result in the potential duplication of certain fees. Certain funds may be too large to move quickly in response to market fluctuations, meaning that investors may miss out on gains or be exposed to losses for a longer time than other portfolio options. ***Please note that we do not recommend leveraged or inverse ETFs to our advisory clients due to their inherent increased risk.***

Fixed Income Risks

Various forms of fixed income instruments, such as bonds, money market or bond funds may be affected by various forms of risk, including:

Credit Risk

The potential risk that an issuer would be unable to pay scheduled interest or repay principal at maturity, sometimes referred to as “default risk.” Credit risk may also occur when an issuer’s ability to make payments of principal and interest when due is interrupted. This may result in a negative impact on all forms of debt instruments, as well as funds or ETF share values that hold these issues. Bondholders are creditors of an issuer and have priority to assets before equity holders (i.e., stockholders) when receiving a payout from liquidation or restructuring. When defaults occur due to bankruptcy, the type of bond held will determine seniority of payment.

Duration Risk

Duration is a measure of a bond’s volatility, expressed in years to be repaid by its internal cash flow (interest payments). Bonds with longer durations carry more risk and have higher price volatility than bonds with shorter durations.

Interest Rate Risk

The risk that the value of the fixed income holding will decrease because of an increase in interest rates.

Liquidity Risk

The inability to readily buy or sell an investment for a price close to the true underlying value of the asset due to a lack of buyers or sellers. While certain types of fixed income are generally liquid (i.e., bonds), there are risks which may occur such as when an issue trading in any given period does not readily support buys and sells at an efficient price. Conversely, when trading volume is high, there is also a risk of not being able to purchase a particular issue at the desired price.

Reinvestment Risk

With declining interest rates, investors may have to reinvest interest income or principal at a lower rate.

Index Investing

Certain ETFs and indexed funds have the potential to be affected by “tracking error risk.” Please refer to the risks previously described in *Core + Satellite Strategies*.

QDI Ratios

While many ETFs and index mutual funds are known for their potential tax-efficiency and higher “qualified dividend income” (QDI) percentages, there are asset classes within these investment vehicles or holding periods within that may not benefit. Shorter holding periods, as well as commodities and currencies (that may be part of an ETF or mutual fund portfolio), may be considered “non-qualified” under certain tax code provisions. QDI will be considered when tax-efficiency is an important aspect of the client’s portfolio.

Item 9 - Disciplinary Information

The firm or its management have not been involved in a material criminal or civil action in a domestic, foreign or military jurisdiction, an administrative enforcement action, or self-regulatory organization proceeding that would reflect poorly upon our offering advisory business or its integrity.

Clients may obtain information regarding the disciplinary history of our representatives by visiting the Investment Adviser Public Disclosure website at www.adviserinfo.sec.gov. This resource provides background information on both our firm and our representatives.

Item 10 - Other Financial Industry Activities and Affiliations

Firm policies require associated persons to conduct business activities in a manner that avoids conflicts of interest between the firm and its clients, or that may be contrary to law. Premier Wealth Partners, LLC will provide disclosure to each client prior to and throughout the term of an engagement regarding any conflicts of interest involving its business relationships that might reasonably compromise its impartiality or independence. Our advisory firm is not registered nor has an application pending to register as a Financial Industry Regulatory Authority (FINRA) or National Futures Association (NFA) member firm, nor are we required to be registered with such entities.

Certain adviser representatives of our firm are also registered as IARs of another registered investment adviser – Allen Mooney and Barnes Investment Advisors LLC. That firm has been separately engaged by us to provide specified operational and support services. Although these individuals serve in dual capacities, all advisory services provided to our clients through this firm are delivered under our supervision and in accordance with our policies, procedures, and fiduciary obligations.

Neither our firm nor its management is or has a material relationship with any of the following types of entities:

- accounting firm or accountant
- bank, credit union or thrift institution, or their separately identifiable departments or divisions
- lawyer or law firm
- pension consultant
- real estate broker or dealer
- sponsor or syndicator of limited partnerships
- trust company
- issuer of a security, to include investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or “hedge fund,” and offshore fund)

Upon your request, you may be provided a referral to various professionals, such as an accountant or attorney. While these referrals are based on the best information made available, our firm does not guarantee the quality or adequacy of the work provided by these referred professionals. There is not an agreement with these entities nor are referral fees received from these professionals for such informal referrals. Any fees charged by these other entities for their services are separate from our firm.

Advisory personnel are licensed insurance agents appointed with various unaffiliated insurance carriers. Further information regarding these activities may be found in the respective Form ADV Part 2B Brochure Supplement for each IAR of our firm. Whether they are serving a client in one or more capacities, they will disclose in advance how they are being compensated and if there is a conflict of interest involving any advice or service being provided. At no time will there be tying between business practices and/or services requiring a client or prospective client to accept one product or service which is conditional upon the selection of a second, distinctive tied product or service.

As noted in Item 4 of this brochure, we may provide a recommendation to pre-screened, third-party investment managers (who are also required to be registered as investment advisers) to service part of or your entire portfolio, and in which both firms inevitably are paid a portion of an advisory fee as described in Item 5.

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

Premier Wealth Partners, LLC holds itself to a *fiduciary standard*, which means the firm and its associates will act in the utmost good faith, performing in a manner believed to be in the best interest of its clients. Our firm believes that business methodologies, ethics rules, and adopted policies are designed to eliminate or at least minimize material conflicts of interest and to appropriately manage any material conflicts of interest that may remain. You should be aware that no set of rules can possibly anticipate or relieve all material conflicts of interest. Our firm will disclose to its advisory clients any material conflict of interest relating to the firm, its representatives, or any of its employees which could reasonably be expected to impair the rendering of unbiased and objective advice.

Code of Ethics Description

We have adopted a Code of Ethics that establishes policies for ethical conduct for our personnel. Our firm accepts the obligation not only to comply with all applicable laws and regulations but also to act in an ethical and professionally responsible manner in all professional services and activities. Firm policies include prohibitions against insider trading, circulation of industry rumors, and certain political contributions, among others. We periodically review and amend our Code of Ethics to ensure that they remain current, and we require firm personnel to annual attest to their understanding of and adherence to the firm's Code of Ethics. A copy of the firm's Code of Ethics is made available to any client or prospective client upon request.

Statement Regarding Our Privacy Policy

We respect the privacy of all clients and prospective clients (collectively termed "customers"), both past and present. It is recognized that you have entrusted our firm with non-public personal information, and it is important that both access persons and customers are aware of firm policy concerning what may be done with that information.

The firm collects personal information about customers from the following sources:

- Information clients provide to complete their financial plan or investment recommendation.
- Information clients provide in engagement agreements and other documents completed in connection with the opening and maintenance of an account.
- Information customers provide verbally; and
- Information received from service providers, such as custodians, about client transactions.

The firm does not disclose non-public personal information about our customers to anyone, except in the following circumstances:

- When required to provide services our clients have requested.
- When our customers have specifically authorized us to do so.
- When required during a firm assessment (i.e., independent audit); or
- When permitted or required by law (i.e., periodic regulatory examination).

Within the firm, access to customer information is restricted to personnel that need to know that information. All access persons and service providers understand that everything handled in firm offices are confidential and they are instructed not to discuss customer information with someone else that may request information about an account unless they are specifically authorized in writing by the customer to do so. As an example, this would include providing information about your spouse's IRA or to children regarding a parent's account.

To ensure security and confidentiality, the firm maintains physical, electronic, and procedural safeguards to protect the privacy of customer information. The firm will provide you with its privacy policy when (1) you establish a relationship with our firm, (2) as requested by a client, or (3) if the firm amends its privacy policies.

Investment Recommendations Involving a Material Financial Interest and Conflicts of Interest

Neither the firm nor an associate is authorized to recommend to a client, or effect a transaction for a client, involving any security in which the firm or a "related person" (e.g., associate, an immediate family member, etc.) has a material financial interest, such as in the capacity as a board member, underwriter or advisor to an issuer of securities.

An associate is prohibited from borrowing from or lending to a client unless the client is an approved lending institution.

As previously noted, IARs may also be licensed as an insurance agent, and certain clients may have multiple business relationships with that IAR. The IAR will describe how they are to be compensated for their role, the conflict of interest the role or service to be provided may involve (such as the prospect for dual compensation and whether there is an incentive on their part to do so), and if there may be alternative providers for this service/product. The firm remains focused on ensuring that its offerings are based upon the needs of its clients and not the compensation received for those offerings.

You are under no obligation to act on a recommendation from our firm and, if you elect to do so, you are under no obligation to do so through our firm or a service provider whom we may recommend.

Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest

Premier Wealth Partners, LLC does not trade for its own account (e.g., proprietary trading). The firm's related persons may buy or sell securities that are the same as, like, or different from, those recommended to clients for their accounts. **This poses a conflict of interest.** We mitigate this conflict by ensuring that we have policies and procedures in place to ensure that the firm or a related person will not receive preferential treatment over a client. To reduce or eliminate certain conflicts of interest involving personal trading (i.e., trading ahead of client recommendation, etc.), firm policy may require that we periodically restrict or prohibit related parties' transactions. Any exceptions must be approved by the firm, and we will maintain personal securities transaction records as required.

Item 12 - Brokerage Practices

Factors Used to Select Broker/Dealers for Client Transactions

Premier Wealth Partners, LLC does not maintain physical custody of your assets (see Item 15). Your account will be maintained by a qualified custodian, such as a broker/dealer, bank or trust company. Our firm is not a custodian nor is there an affiliate that is a custodian.

You may choose to maintain your investment account at your current custodian and, following your written authorization via limited power of attorney and the approval of the custodian of record maintaining the account, we will request the execution of trades in your account at that custodian. Should you prefer a new service provider, a recommendation may be made to you by our firm that is based on your needs, overall cost, and ease of use.

Our firm primarily utilizes TradePMR as our preferred custodian. We have selected TradePMR because its platform provides operational and support efficiencies that allow us to manage client accounts and trading needs through a single, integrated provider. Our firm periodically reviews the services, capabilities, and overall support offered by TradePMR. If we determine that TradePMR no longer adequately meets the needs of our clients or our operational requirements, we may amend our primary custodial relationship and transition to another custodian. Our firm is independently owned and operated; we are not legally affiliated with any custodian we may recommend.

Investment management services accounts may be maintained at one or more custodians of record that have been selected by the respective third-party investment manager, and they will be disclosed in the third-party investment manager's disclosure documents and account opening forms.

While we recommend that you use a particular custodian, you will decide whether to do so and will open your account with them by entering into an account agreement directly with them. We do not technically open the account for you, although we will assist you in doing so.

TradePMR offers our firm various services which include custody of client assets, trade execution, clearance and settlement services. Our firm may receive certain benefits from a custodian we recommend through their support programs. These benefits may include the following products and services (provided either without cost or at a discount):

- receipt of duplicate client statements and confirmations
- research related products and tools
- access to trading desks serving our clients
- access to block trading services
- the ability to have advisory fees deducted directly from a client's accounts (per written agreement)
- resource information related to capital markets and various investments
- access to an electronic communications network for client order entry and account information
- access to mutual funds with no transaction fees and/or select investment managers
- discounts on marketing, research, technology, and practice management products or services provided to our firm by third-party providers

Some of the noted products and services made available by a custodian may benefit our advisory firm but may not directly benefit a client account, and certain research and other previously referenced services may qualify as "brokerage or research services" under Section 28(e) of the Securities Exchange Act of 1934. The availability of these services from a custodian benefits our firm because we do not have to produce or purchase them if clients maintain assets in accounts at that custodian. There is a conflict of interest since our firm has an incentive to select or recommend a custodian to you based on our firm's interest in receiving these benefits rather than your interest in receiving favorable trade execution. It is important to mention that the benefit received by our firm through participation does not depend on the amount of brokerage transactions directed to that custodian, and our selection of a custodian is primarily supported by the scope, quality, and cost of services provided as a whole; not just those services that benefit only our advisory firm. Further, we will act in the best interest of our clients regardless of the custodian selected.

Our firm conducts periodic assessments of any recommended service provider which generally involves a review of the range and quality of services, reasonableness of fees, among other items, and in comparison, to industry peers.

Best Execution

Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed in the paragraph titled *Factors Used to Select Broker-Dealers for Client Transactions*. We recognize our obligation in seeking best execution for our clients; however, it is our belief that the determinative factor is not always the lowest possible cost but whether the selected custodian's transactions represent the best "qualitative execution" while taking into consideration the full range of services provided. Therefore, the firm will seek services involving competitive rates, but it may not necessarily correlate into the lowest possible rate for each transaction. We have determined having portfolio management account trading completed through our recommended custodian is consistent with the firm's obligation to seek best execution of your trades. A review is regularly conducted regarding recommending a custodian to our clients in light of our duty to seek best execution.

Directed Brokerage

Our relationship with our recommended custodian requires that trades in accounts held there be executed according to that custodian's order-routing practices. We do not select the executing broker for these transactions, and clients may therefore pay higher commissions or transaction costs, experience wider spreads, or receive less favorable prices than might otherwise be available. Because we routinely recommend this custodian and receive certain services from them, this arrangement presents a conflict of interest. We do not receive compensation for order flow, commissions, or interest on client cash balances.

Clients may direct their custodian to use a specific broker for some or all transactions. In such cases, clients are responsible for negotiating trade terms with the chosen broker. We will not seek better execution from other brokers and may be unable to aggregate these trades with other client orders. As a result, clients may incur higher trading costs or receive less favorable execution than they would under our standard custodial arrangement.

Aggregating Securities Transactions

Trade aggregation refers to combining orders for the same security across multiple client accounts to seek better execution or more favorable transaction costs. Our firm does not aggregate client trades. All transactions are placed independently, which may result in higher transaction costs or wider price spreads than might be achieved through aggregated orders.

Trade Errors

Our firm corrects our trade errors through an account maintained by our custodian, and we may be responsible for certain trading error losses that occur within a client account. Trading error gains are swept to a designated account and donated to a 501(c)(3) charity of our custodian's choice, and the custodian will be obligated to disclose in their own literature to account holders whether such recipients' receipt of such donations presents a material conflict of interest.

Client Referrals from Custodians

We do not receive referrals from our custodian. Client referrals are not a factor in our selection of custodian.

Item 13 - Review of Accounts

Schedule for Periodic Review of Client Accounts

Financial Planning Services

Periodic reviews are recommended if you are receiving our financial planning services, and we believe they should occur at least on an annual basis if practical. Reviews will be conducted by your IAR and may involve analysis and possible revision of your previous financial plan or investment allocation. A copy of revised plans or asset allocation reports will be provided to you upon request. Unless provided for in your engagement agreement, reviews are generally conducted under a new or amended agreement and will be assessed at our hourly rate.

Investment Management Services

For accounts served by a recommended third-party investment manager, we will periodically review reports provided to you by your third-party investment manager and contact you at least annually to review your financial situation and objectives. We will communicate information to your third-party investment manager as warranted and assist you in understanding and evaluating the services provided by the third-party manager. In certain instances, you may be able to communicate directly with your selected third-party investment manager, but we ask that you coordinate the session through our firm or apprise us of direct communication to ensure we are able to provide services to you with complete information.

Investment Supervisory Services

Portfolios are reviewed on a frequent basis by Investment Adviser Representatives (IARs). Client reviews are completed by your IAR, and we recommend that they occur on at least an annual basis; preferably more frequently if feasible. A copy of a revised investment guideline or asset allocation reports will be provided to the client upon request.

Review of Client Accounts on Non-Periodic Basis

Financial Planning Services

You should contact our firm for additional reviews when you anticipate or have experienced changes in your financial situation (i.e., changes in employment, an inheritance, the birth of a new child, etc.), or if you prefer to modify investment account requirements. Non-periodic reviews are generally conducted by your investment advisor representative, which may occur under a new or amended agreement, and will be assessed at our published hourly rate. A copy of revised plans or asset allocation reports will be provided to the client upon request.

Investment Management and Investment Supervisory Services

Additional reviews by your IAR and/or firm supervisory personnel may be triggered by news or research related to a specific holding, a change in our view of the investment merits of a holding, or news related to the macroeconomic climate affecting a sector or holding within that sector. A portfolio may be reviewed for an additional holding or when an increase in a current position is under consideration. Account cash levels above or below what we deem appropriate for the investment environment, given the client's stated tolerance for risk and investment objectives, may also trigger a review.

Content of Client Provided Reports and Frequency

Clients receive account statements directly from the custodians, mutual fund companies, transfer agents, or brokerage firms that hold their assets. Clients should review these statements carefully and contact us with any questions. Our firm may provide portfolio snapshots when engaged for periodic advice, but we do not provide ongoing performance reporting under financial-planning-only engagements. Clients receiving investment management services may receive performance reports from third-party managers or from our firm using custodian-provided data. Clients are encouraged to compare any performance report they receive with the official account statements provided directly by their custodian of record.

Item 14 - Client Referrals and Other Compensation

Please refer to Items 10 and 12 for information regarding our operational relationship with our preferred custodian and/or third-party investment advisers, including related conflicts of interest.

We do not engage in solicitation activities involving unregistered persons. When introductions occur, no referral fees are paid or received, and no quid pro quo arrangements exist. Clients may accept or decline any such referral at their discretion.

Firm associates may hold memberships or serve on boards or committees of professional industry organizations. These memberships typically require fees and adherence to ethical and professional standards. Some organizations provide public directories that allow prospective clients to locate members. Inclusion in these directories is passive, does not constitute marketing by the organization, and does not result in higher fees for clients. The firm does not compensate these organizations for referrals, nor does it maintain fee-sharing arrangements indicative of a solicitor relationship.

Item 15 - Custody

Your assets are maintained by an unaffiliated, qualified custodian (e.g., a bank, broker-dealer, mutual fund company, or transfer agent). Neither our firm nor any associate holds client assets. In accordance with this policy, Premier Wealth Partners, LLC:

- Prohibits the firm or any associate from serving as trustee or holding general power of attorney over a client account.
- Does not permit associates to directly withdraw client funds or securities. While we may be deemed to have “constructive custody” for advisory fee withdrawals, such fees are deducted only by the qualified custodian with your prior written authorization and after our written notice.
- Does not accept or forward client securities delivered to our firm in error.
- Does not collect advance fees of \$500 or more for services to be performed six months or more in the future.
- Prohibits associates from accessing client account credentials if such access would allow physical control of assets.

Your custodian provides transaction confirmations and account statements, including advisory fee deductions. Statements are issued at least quarterly, and confirmations are provided as transactions occur.

Our firm does not create client account statements or serve as the sole recipient of them. If you receive performance reports from any source, you should carefully compare them with the statements provided directly by your custodian.

Item 16 - Investment Discretion

Portfolio Management Services

We generally provide our portfolio management services on a *discretionary* basis. Like a limited power of attorney, discretionary authority allows our firm to implement investment decisions, such as the purchase or sale of a security on behalf of your account, without requiring your prior authorization for each transaction in order to meet your stated investment objectives. This authority will be granted through your execution of both our engagement agreement and the selected custodian’s account opening documents. Note that your custodian will specifically limit our firm’s authority within your account to the placement of trade orders and the request for the deduction of our advisory fees.

Our firm prefers to not manage client accounts on a *non-discretionary basis*, but we may accommodate such requests on a case-by-case basis. Such account authority requires your ongoing prior approval involving the investment and reinvestment of account assets, portfolio rebalancing, or for our firm to give instructions to the custodian maintaining your account (i.e., wire instructions, etc.). Should you find it necessary to require such restrictions, we may not offer a reduced fee due to the additional operational costs involved managing your account. You will be required to execute our firm’s client services agreement that describes our limited account authority, as well as the custodian of record’s account opening document that includes their limited power of attorney form or clause.

Please note that considering the requirement for your pre-approval, you must make yourself available and keep our firm updated on your contact information so that your instructions can be efficiently addressed on your behalf.

As noted in Item 4, we will allow for reasonable restrictions that we will note in your written investment guidelines involving the management of an account. It remains the client's responsibility to notify us if there is any change in their situation and/or investment objective so that we may reevaluate previous investment recommendations or portfolio holdings.

Investment Management Services

Third-party investment managers generally provide their services on a *discretionary* basis. Like a limited power of attorney, discretionary authority allows the investment manager to implement investment decisions, such as the purchase or sale of a security on behalf of your account, without requiring your prior authorization for each transaction to meet your stated investment objectives. This authority will be granted through your execution of their engagement agreement and the selected custodian's account opening documents. If you require your account to be managed on a non-discretionary basis, you should be aware that most third-party investment managers retain the right to either refuse or terminate an account or continue to manage the account under a higher asset-based fee due to increased operational costs. We will inform you in advance of the recommended third-party manager's requirements involving investment authority.

Financial Planning Engagements

If you ask us to assist you in any trade execution (including account rebalancing) under an investment consultation component of our financial planning engagement, such as assisting you with your held-away assets, it will only be accomplished on a *non-discretionary and best efforts to assist basis* that may be limited.

Item 17 - Voting Client Securities

You may receive proxies and similar solicitations directly from your custodian or transfer agent. If our firm receives duplicate copies, we do not forward them or any correspondence related to proxy voting, class-action matters, or other corporate actions.

Our firm does not vote proxies on your behalf, including for discretionary accounts, nor do we provide guidance on how to vote. We also do not advise on bankruptcy claims, class-action litigation, or other legal proceedings involving securities you hold. We may answer limited questions about the nature of a proxy or corporate action and how to contact the issuer or its representative.

You retain sole responsibility for voting proxies and making all elections related to mergers, acquisitions, tender offers, or other corporate actions. You should contact the issuer or your legal counsel for specific questions regarding any proxy solicitation or corporate action.

Item 18 - Financial Information

Our advisory firm will not take physical custody of your assets, nor do we have the type of account authority to take physical custody of an account. Fee withdrawals must be done through a qualified intermediary (e.g., your custodian of record), per your prior written agreement, and following your receipt of our firm's written notice (termed "constructive custody").

Engagements with our firm do not require that we collect advance fees from you of \$500 or more for our advisory services that we have agreed to perform six months or more into the future.

Neither our firm nor its management serve as general partner for a partnership or trustee for a trust in which the firm's advisory clients are either partners of the partnership or beneficiaries of the trust.

The firm and its management do not have a financial condition likely to impair its ability to meet commitments to clients, nor has the firm and its management been the subject of a bankruptcy petition. Due to the nature of our firm's advisory services and operational practices, an audited balance sheet is not required nor included in this brochure.

Business Continuity Plan

Our firm maintains a written business continuity and disaster recovery plan designed to allow us to continue or promptly resume operations in the event of a significant business disruption. The plan addresses events such as natural disasters, power or telecommunications outages, and loss of access to our office. It includes provisions for safeguarding records, working remotely when necessary, and communicating with clients and custodians. Because circumstances may vary, we cannot guarantee that the plan will operate without interruption. Clients may contact us by phone or email if a disruption occurs.

Item 19 - Requirements for State-Registered Advisers

The firm and its management do not have a financial condition likely to impair its ability to meet commitments to clients, nor has the firm and its management been the subject of a bankruptcy petition. Due to the nature of our firm's advisory services and operational practices, an audited balance sheet is not required nor included in this brochure.