



Form ADV  
Disclosure Brochure

January 1, 2024

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This Brochure provides information about the qualifications and business practices of Invenio Wealth Partners LLC (“IWP” or “the Firm”). If you have any questions about the contents of this brochure, please contact us at the telephone number listed above. For compliance specific requests, please phone our Chief Compliance Officer at 610-871-1593. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Additional information about the Firm is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The Firm has filed to become an SEC registered investment adviser. Registration does not imply any level of skill or training.

## ITEM 2 - MATERIAL CHANGES

In this Item, Invenio Wealth Partners, LLC (hereby known as “IWP” or the “Firm”) is required to discuss any material changes that have been made to the Brochure since the last annual amendment. The business practices of the Firm are substantially the same as represented in the Firm’s previous and current years’ annual updated Brochures. Below are material changes since the last update.

- The Firm has amended its Form ADV to update current Assets Under Management.
- The Firm has entered into a new service relationship with Pontera, which provides third party services.

We will ensure that all current clients receive a Summary of Material Changes and updated Brochure within 120 days of the close of our business’ fiscal year. A Summary of Material Changes is also included with our Brochure on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). The searchable IARD/CRD number for Invenio is 323039. We may further provide other ongoing disclosure information about material changes as necessary and will further provide you with a new Brochure as necessary based on changes or new information, at any time, without charge.

Currently, our Brochure may be requested by contacting Christopher Plummer, Chief Compliance Officer at 610-871-1593 or [chris@tru-ind.com](mailto:chris@tru-ind.com).

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## ITEM 4 - ADVISORY BUSINESS

### Description of Advisory Firm

Invenio Wealth Partners, LLC (“IWP”, the “Firm”, “we”, “our,” or “us”) is a Limited Liability Company headquartered in Coral Gables, FL. IWP is solely owned by the Firm’s founders through their own LLCs. The founder/owners include Christina Hudson, Johanna Arbelaez-Perez and Joseph A. Fernandez, CFP®. The Firm was formed in 2022.

IWP is registered as an investment adviser with the U.S. Securities and Exchange Commission. As of December 31, 2023, the Firm managed approximately \$289,687,659 in assets for approximately 262 accounts, all of which are managed on a discretionary basis. The Firm does not offer a wrap program.

We custody our clients’ assets primarily at Pershing (a division of BNY Mellon) and use traditional as well as alternative classes of investments.

The Firm offers discretionary investment management, non-discretionary and investment advisory services as well as financial planning and consulting. Prior to the Firm rendering any of the foregoing advisory services, clients are required to enter into one or more written agreements with the Firm setting forth the relevant terms and conditions of the advisory relationship (the “Advisory Agreement”).

Advice is provided through consultation with the client and may include determination of financial objectives, identification of financial issues, cash flow management, tax planning, insurance review, investment management, education funding, retirement planning, and estate planning.

In performing its services, IWP shall not be required to verify any information received from the client or client’s other professionals. Moreover, each client is advised that it remains his/her/their responsibility to promptly notify IWP if there is ever any change in his/her/their financial situation or investment objectives for the purpose of reviewing/evaluating/revising IWP’s previous recommendations and/or services.

IWP cautions its clients on the use of email. Standard email is inherently unsecure. Most email is unencrypted. As each email travels to its intended destination, it traverses an untold number of servers and can be intercepted and viewed by virtually anyone with the proper know-how. This security flaw in email as it exists today, places confidential data at risk. If you have a service request, do not include your personal identifiable information in an email when you send it to IWP. Instead, we suggest that you call your advisor or our client service team, and we will be happy to assist you.

While this brochure generally describes the business of the Firm, certain sections also discuss the activities of its Supervised Persons, which refer to the Firm’s officers, partners, directors (or other persons occupying a similar status or performing similar functions), employees or any other person who provides investment advice on the Firm’s behalf and is subject to the Firm’s supervision or control.

## **Advisory Services Offered**

IWP embraces the fiduciary standard of putting our client's interests first. IWP provides discretionary Wealth Management services and Investment Advisory services; furnishes investment advice through consultations; and serves as an ERISA investment fiduciary and advisor to Plan fiduciaries.

Occasionally, IWP furnishes advice to clients on matters not involving securities, including financial planning matters such as taxation, insurance, and estate planning.

IWP, as wealth managers, is focused on a comprehensive approach to personal financial management. The goals and objectives for each client are documented in financial planning software. Investment policy statements are created that reflect the client's stated goals and objectives.

Prior to the Firm rendering any of the foregoing advisory services, clients are required to enter into one or more written agreements with the Firm setting forth the relevant terms and conditions of the appropriate advisory relationship (the "Advisory Agreement").

### *Wealth Management Services*

Our core offering is our wealth management service (financial planning-based retirement planning and investment management) which includes continuous and regular investment supervisory services on a discretionary basis as well as financial planning and consulting. IWP is an employee-owned firm, dedicated to providing customized, fee-only, Wealth Management advisory services to high-net-worth individuals, including professionals, corporate executives, pension and profit-sharing plans, trusts, estates, charitable organizations, and small businesses. We work with clients and have the ongoing responsibility to select and/or make recommendations based upon the objectives of the client, as to specific securities or other investments that IWP recommends or purchases/sells in clients' accounts. We utilize a variety of investment types when making investment recommendations/purchases in client accounts which include, but are not limited to equity securities, fixed income securities, alternatives, ETFs, mutual funds, and independent investment managers. The investments recommended/purchased are based on the clients' individual needs, goals, and objectives. The Firm offers investment advice on any investment held by the client at the start of the advisory relationship. We describe the material investment risks under *Item 8 – Methods of Analysis, Investment Strategies, and Risk of Loss*. Financial Planning may be provided to clients as a part of the Investment Management Services. When being provided as a separate service it is described in this section under *Financial Planning and Consulting Services* below.

We start with a series of in- depth conversations and data collection. With that information, we proceed to develop a plan for you and your family (or your institution) that identifies the specific investment criteria and strategies based on our review of available investment options, taxation, transaction costs, and risk and projected hypothetical performance. This plan is prepared in the form of an Investment Policy Statement (IPS). This vital document, which we review with you to ensure it reflects your needs, sets the foundation for how we recommend the allocation of your assets between various investment classes.

Upon completion of the initial planning and the client's approval of the Investment Policy Statement, at

the client's discretion, IWP will provide on-going Wealth Management services.

Implementation and on-going management of our clients' accounts includes:

- Design, execution, and maintenance of a customized Investment Policy Statement for those assets under the limited discretionary authority of IWP;
- Active tax and cost-efficient investment portfolio management for assets under the limited discretionary authority of IWP. This will include portfolio allocation, investment strategy and manager selection;
- Maintain and update, as necessary, a financial goal and needs analysis - an analytical process that evaluates the likelihood of meeting stated goals, based on the client assets, liabilities, and relevant economic assumptions. This analysis, utilizing our version of E-Money Advisor, is generally updated on an annual basis - more often if the client experiences a significant unanticipated life transition or there is a dramatic change in market conditions;
- Monitor independent investment managers and vehicles selected for implementation;
- As necessary, rebalancing, policy and/or strategy modification and/or allocation/manager replacements;
- As requested, implementation of cash flow strategies for planned cash flow needs, including cash flow/emergency reserve account(s);
- Quarterly detailed reports of the client investment portfolio(s) under our management;
- As requested, implementation of cost and tax efficient liquidations for unanticipated cash flow needs;
- As requested, provision of preliminary tax information (e.g., realized, and unrealized gains, delivery of information and coordination with client's CPA) for client's tax planning, for assets under our management;
- Establishment and coordination of appropriate accounts along with related asset transfers to the IWP institutional platform; and/or
- Establish, as requested, "non-managed" cash flow reserve and investment accounts at selected custodians. IWP does not currently charge for these unmanaged accounts.

Most clients choose to have IWP manage their assets in order to obtain ongoing in-depth advice. The scope of work and fee for an Advisory Agreement is provided to the client in writing prior to the start of the relationship.

We discuss our discretionary authority below under *Item 16 – Investment Discretion*. We describe the fees charged for investment management services below under *Item 5 – Fees and Compensation*.

### Investment Advisory

An Investment Advisory Agreement may be executed when financial planning is not provided as part of the relationship.

Investment Advisory Services include:

- Development, implementation, maintenance, and execution of a customized Investment Policy Statement for those assets under the limited discretionary authority of IWP;
- Active tax and cost-efficient investment portfolio management for assets under the limited discretionary authority of IWP. This will include allocation and strategy selection;
- Monitor investment managers and vehicles selected for implementation;
- As necessary, rebalancing, policy and/or strategy modification and/or allocation manager replacements;
- Quarterly detailed reports of the client investment portfolio(s) under our management;
- As requested, implementation of cost and tax efficient liquidations for unanticipated cash flow needs; and/or
- As requested, provision of preliminary tax information (e.g., realized, and unrealized gains, taxable interest and dividends, delivery of information and coordination with client's CPA), for client's own tax planning.

Establishment and coordination of appropriate accounts along with related asset transfers to the IWP wealth management institutional platform.

### Financial Planning and Consulting Services

The Firm offers a broad range of financial planning and consulting services, which may include any or all of the following functions:

- Business Planning
- Cash Flow Forecasting
- Trust and Estate Planning
- Financial Reporting
- Investment Consulting
- Insurance Planning
- Retirement Planning
- Risk Management
- Charitable Giving
- Distribution Planning
- Manager Due Diligence

While each of these services is available on a stand-alone basis, certain of them may also be rendered in conjunction with investment portfolio management as part of a comprehensive wealth management engagement (described in more detail above).

IWP does not serve as an attorney, accountant, or insurance agent, and no portion of our services should be construed as same. Accordingly, IWP does not prepare legal documents, prepare tax returns, or sell insurance products. To the extent requested by a client, we may recommend the services of other professionals for non-investment implementation purposes (i.e., attorneys, accountants, insurance, etc.).

The client is under no obligation to act upon the investment adviser's recommendation. If the client elects to act on our recommendations, the client is under no obligation to effect the transaction through us. The client retains absolute discretion over all such implementation decisions and is free to accept or reject any recommendation from IWP and/or its representatives. If the client engages any professional (i.e., attorney, accountant, insurance agent, etc.), recommended or otherwise, and a dispute arises thereafter relative to such engagement, the client agrees to seek recourse exclusively from the engaged professional. At all times, the engaged licensed professional[s] (i.e., attorney, accountant, insurance agent, etc.), and not IWP, shall be responsible for the quality and competency of the services provided.

We describe fees charged for Consultation Services below under *Item 5 - Fees and Compensation*.

#### 401(k), Pension and Profit-Sharing

IWP provides fee only, fiduciary investment consulting services to Plan Trustees. IWP serves as an ERISA Investment Fiduciary advisor to the Plan Trustee(s). IWP, as requested by the client, will assist the Client with:

- Developing an investment policy statement; and
- IWP assumes the responsibility of:
  - Providing professionally selected investment alternatives and risk- based model portfolio alternatives;
  - Ongoing active portfolio management includes monitoring, rebalancing;
  - and adjustments to model portfolios;
  - Ongoing manager due diligence;
  - Investment model and manager customization; and/or
  - Recommending custodians that provide low cost open architecture investment alternatives.

#### Use of Independent Managers

The Firm may select certain Independent Managers to actively manage a portion of its clients' assets. The specific terms and conditions under which a client engages an Independent Manager may be set forth in a separate written agreement with the designated Independent Managers engaged to manage their assets.

The Firm evaluates a variety of information about Independent Managers, which may include the Independent Manager's public disclosure documents, materials supplied by the Independent Managers themselves and other third-party analyses it believes are reputable. To the extent possible, the Firm seeks to assess the Independent Manager's investment strategies, past performance, and risk results in relation to its clients' individual portfolio allocations and risk exposure. The Firm also takes into consideration each Independent Manager's management style, returns, reputation, financial strength, reporting, pricing, and research capabilities, among other factors.



The Independent Manager(s) shall have day-to-day responsibility for the active discretionary management of the allocated assets. IWP shall continue to render investment supervisory services to the client relative to the ongoing monitoring and review of account performance, asset allocation and client investment objectives. The Firm continues to provide services relative to the discretionary selection of the Independent Managers. On an ongoing basis, the Firm monitors the performance of those accounts being managed by Independent Managers. The Firm seeks to ensure the Independent Managers strategies and target allocations remain aligned with its clients' investment objectives and overall best interests. IWP may terminate a relationship with Independent Manager(s) at its discretion.

### ERISA Plan and 401(k) Individual Engagements

**Trustee Directed Plans:** IWP may be engaged to provide discretionary investment advisory services to ERISA retirement plans, whereby the Firm shall manage Plan assets consistent with the investment objective designated by the Plan trustees. In such engagements, IWP will serve as an investment fiduciary as that term is defined under the Employee Retirement Income Security Act of 1974 ("ERISA"). IWP will generally provide services on an "assets under management" fee basis per the terms and conditions of an Investment Advisory Agreement between the Plan and the Firm.

**Participant Directed Retirement Plans:** As indicated above, IWP may also provide investment advisory and consulting services to participant directed retirement plans per the terms and conditions of a Retirement Plan Services Agreement between IWP and the plan. For such engagements, IWP shall assist the plan sponsor with the selection of an investment platform from which plan participants shall make their respective investment choices (which may include investment strategies devised and managed by IWP), and, to the extent engaged to do so, may also provide corresponding education to assist the participants with their decision-making process.

**Client Retirement Plan Assets:** If requested to do so, IWP shall provide investment advisory services relative to 401(k) plan assets maintained by the client in conjunction with the retirement plan established by the client's employer. In such event, IWP shall allocate (or recommend that the client allocate) the retirement plan assets among the investment options available on the 401(k) platform. IWP's ability shall be limited to the allocation of the assets among the investment alternatives available through the plan. IWP will not receive any communications from the plan sponsor or custodian, and it shall remain the client's exclusive obligation to notify IWP of any changes in investment alternatives, restrictions, etc., pertaining to the retirement account. Unless expressly indicated by the client to IWP to the contrary, in writing, the client's 401(k) plan assets shall be included in assets under management for purposes of IWP calculating its advisory fee.

## **Asset Management**

Assets are invested primarily in equity securities, fixed income securities, certificates of deposit, municipal bonds, variable annuities, commercial paper, exchange traded funds ("ETFs" and no-load mutual funds usually through custodial arrangements with institutional or discount brokers. Fund companies charge each fund shareholder an investment management fee that is disclosed in the fund prospectus. Discount brokerages may charge a transaction fee for the purchase or sale of some securities.

IWP has a fiduciary duty to provide services consistent with the client's best interest. IWP will review client portfolios on an ongoing basis to determine if any changes are necessary based upon various factors, including, but not limited to, investment performance, market conditions, fund manager tenure, style drift, account additions/withdrawals, and/or a change in the client's investment objective. Based upon these factors, there may be extended periods of time when IWP determines that changes to a client's portfolio are neither necessary nor prudent. Clients remain subject to the fees described in Item 5 below during periods of inactivity.

Initial public offerings (IPOs) are generally not available through IWP.

### *Use of Mutual and Exchange Traded Funds*

Most mutual funds and exchange traded funds are available directly to the public. Thus, a prospective client can obtain many of the funds that may be utilized by IWP independent of engaging IWP as an investment advisor. However, if a prospective client determines to do so, he/she will not receive IWP's initial and ongoing investment advisory services.

In addition to IWP's investment advisory fee described previously, and transaction and/or custodial fees discussed previously, clients will also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed at the fund level (e.g., management fees and other fund expenses).

IWP may utilize mutual funds and/or exchange traded funds that provide for limited liquidity, generally on a quarterly basis. Thus, if we determined that the fund was no longer performing or if you ever determined to transfer your account, the Fund could not be sold or transferred immediately. Rather, sale or transfer would need to await the quarterly permitted sale date, or longer. Moreover, the eventual net asset value for the Fund could be substantially different (positive or negative) than the Fund value on the date that the sale was requested. There can be no assurance that any such strategy will prove profitable or successful. Considering these enhanced risks/rewards, a client may direct IWP, in writing, not to employ any or all such strategies for the client's account.

### *Cash Positions*

IWP continues to treat cash as an asset class. As such, unless determined to the contrary by IWP, all cash positions (money markets, etc.) shall continue to be included as part of assets under management for purposes of calculating IWP's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), IWP may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash, such amounts could miss market advances. Depending on current yields, at any point in time, IWP's advisory fee could exceed the interest paid by the client's money market fund.

### *Structured Notes*

IWP may purchase structured notes for client accounts. A structured note is a financial instrument that combines two elements, a debt security and exposure to an underlying asset or assets. It is essentially a

note, carrying counter party risk of the issuer. However, the return on the note is linked to the return of an underlying asset or assets (such as the S&P 500 Index or commodities). It is the latter feature that makes structured products unique, as the payout can be used to provide some degree of principal protection, leveraged returns (but usually with some cap on the maximum return), and be tailored to a specific market or economic view. In addition, investors may receive long-term capital gains tax treatment if certain underlying conditions are met, and the note is held for more than one year. Finally, structured notes may also have liquidity constraints, such that the sale thereof prior to maturity may be limited. In the event that a client has any questions regarding the purchase of structured notes for his/her/its account, IWP's Wealth Managers and Advisors, remain available to address them. In addition, in the event a client does not want IWP to purchase structured notes for his/her/its account, the client should advise IWP, in writing.

### *Interval Funds / Illiquid Investments*

Where appropriate, IWP will use investment vehicles that have limited liquidity. Some investments, known as interval funds, may only offer opportunities to buy and/or sell on a periodic basis. Additionally, an investor may not be able to sell all or as much as they would like at any given point in time.

An interval fund is a non-traditional type of closed-end mutual fund that periodically offers to buy back a percentage of outstanding shares from shareholders.

Investments in an interval fund involve additional risk, including lack of liquidity and restrictions on withdrawals. During any periods outside of the specified repurchase offer window(s), investors will be unable to sell their shares of the interval fund. There is no assurance that an investor will be able to tender shares when or in the amount desired. There can also be situations where an interval fund has a limited amount of capacity to repurchase shares and may not be able to fulfill all purchase orders. In addition, the eventual sale price for the interval fund could be less than the interval fund value on the date that the sale was requested. While an interval fund periodically offers to repurchase a portion of its securities, there is no guarantee that investors may sell their shares at any given time or in the desired amount. As interval funds can expose investors to liquidity risk, investors should consider interval fund shares to be an illiquid investment. Typically, interval funds are not listed on any securities exchange and are not publicly traded. Thus, there is no secondary market for the fund's shares. Because these types of investments involve certain additional risk, these funds will only be utilized when consistent with a client's investment objectives, individual situation, suitability, tolerance for risk and liquidity needs. Investment should be avoided where an investor has a short-term investing horizon and/or cannot bear the loss of some, or all, of the investment. There can be no assurance that an interval fund investment will prove profitable or successful. In light of these enhanced risks, a client may direct IWP, in writing, not to employ any or all such strategies for the client's account.

### *Retirement Account Rollovers*

A client or prospective client leaving an employer typically has four options regarding an existing retirement plan (and may engage in a combination of these options): (i) leave the money in the former

employer's plan, if permitted, (ii) roll over the assets to the new employer's plan, if one is available and rollovers are permitted, (iii) roll over to an Individual Retirement Account ("IRA"), or (iv) cash out the account value (which could, depending on the client's age, result in adverse tax consequences). If IWP recommends that a client roll over their retirement plan assets into an account to be managed by IWP, such a recommendation creates a conflict of interest if IWP will earn new (or increase its current) compensation as a result of the rollover. If IWP provides a recommendation as to whether a client should engage in a rollover or not (whether it is from an employer's plan or an existing IRA), IWP is acting as a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. No client is under any obligation to rollover retirement plan assets to an account managed by IWP, whether it is from an employer's plan or an existing IRA.

#### *Other Third-Party Services*

IWP has entered into a service agreement with Pontera to provide asset management services for accounts held away from our primary custodial affiliations. Through this, we are able to create a portfolio, consisting of the securities/investment opportunities available depending on the type of held away account being managed by our firm. The Pontera platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials to affect trades. We are not affiliated with the platform in any way and receive no compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the platform. The client's individual investment strategy is tailored to their specific needs and may include some or all of the securities made available. Portfolios will be designed to meet a particular investment goal, determined to be suitable to the client's circumstances. Once the appropriate portfolio has been determined, portfolios are continuously and regularly monitored, and if necessary, rebalanced. Pontera fees, typically 0.30 % of account value, are charged to, and paid by IWM. Clients will not individually pay any fees specifically related to services offered by Pontera.

## **ITEM 5 - FEES AND COMPENSATION**

### **Fee Schedule & Billing Method**

IWP bases its fees on a percentage of assets under management or under advisement, fixed fees, or fixed retainer fees. Some retainer agreements may be priced based on the complexity of work, especially when asset management is not the most significant part of the relationship. Financial plans are priced according to the degree of complexity associated with the client's situation.

IWP, in its sole discretion, may waive its minimum fee and/or charge a lesser investment advisory fee based upon special criteria or circumstances.

### **Wealth Management Services**

The annual management fee for our Wealth Management Services, which may include Financial Planning,

is based on the total dollar asset value of the assets maintained in your account. The fee assessed and/or charged is based on what is stipulated in the Advisory Agreement signed by each client. This may include a minimum quarterly fee.

Our annual fee ranges up to 1.10% annually and is assessed and/or charged quarterly in advance, meaning that we invoice you at the beginning of the three-month billing. Payment in full is expected upon invoice presentation. With the client's prior approval fees are deducted from a designated client account to allow IWP to provide performance reporting net of all fees.

The annual Wealth Management fee is based on a percentage of the investable assets according to the following schedule, subject to a minimum annual fee of \$12,500.00:

First \$2,500,000 .....	1.10%
Next \$7,500,000.....	0.90%
Next \$10,000,000.....	0.60%
Next \$75,000,000.....	0.50%

The minimum portfolio size for Wealth Management Services is \$1,000,000. This amount is negotiable under special circumstances (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, related accounts, account composition, negotiations with clients, family members, etc.).

We may also negotiate the amount of your fee depending upon circumstances including but not limited to account composition and complexity, other client, employee, or family relationships, etc. or where a client is referred to us through a referral relationship as described in the section on Client Referral and Other Compensation, which may result in different fees being charged by us for client accounts similar in composition and objectives. Our employees and their family related accounts may be charged a reduced fee, or no fee, for our services. Current client relationships may exist where the fees are higher or lower than the fee schedule above.

Although the Advisory Agreement is an ongoing agreement the client or the wealth manager may at any time terminate an Advisory Agreement by written notice to the other party. At termination, fees will be credited on a pro rata basis for the portion of the quarter not completed. There is no additional termination fee.

The annual fee for an Investment Advisory Agreement is the same as the Wealth Management fee schedule above.

#### Billing on Cash Positions

As mentioned in the previous section, IWP treats cash as an asset class. As such, all cash positions (money markets, etc.) shall be included as part of assets under management for purposes of calculating IWP's advisory fee. At any specific point in time, depending upon perceived or anticipated market conditions/events (there being no guarantee that such anticipated market conditions/events will occur), IWP may maintain cash positions for defensive purposes. In addition, while assets are maintained in cash,

such amounts could miss market advances. Depending upon current yields, at any point in time, IWP's advisory fee could exceed the interest paid by the client's money market fund.

### Fee Dispersion

IWP generally requires assets under management of \$1 million for Wealth Management services. IWP, in its discretion, may waive its Wealth Management minimum, charge a lesser investment advisory fee, charge a flat fee, waive its fee entirely, or charge the fee in arrears instead of in advance, based upon certain criteria (i.e., anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, anticipated services to be rendered, grandfathered fee schedules, employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisors for similar or lower fees.

IWP does not charge or reimburse for intra-quarter asset additions or withdrawals by existing clients.

### Consulting Services

In addition to the advisory fees paid, IWP may provide financial planning and/or consulting services to the Client regarding the management of Client's financial resources, which is based upon an analysis of Client's current personal and financial situations, goals, and objectives. The fee assessed and/or charged is based on what is stipulated in the Advisory Agreement signed by each client. Consulting fees range from 0.15% to 0.50% depending on the unique nature of the engagement. Factors to be considered include number of accounts, nature and size of the assets, custodial arrangements, frequency, and location of meetings. The minimum annual consulting fee is \$25,000.

IWP might provide hourly planning services for clients who need advice on a limited scope of work. The hourly rate for limited scope engagements ranges from \$200 to \$600.

### Expense Ratios

Mutual funds generally charge a management and expense fee for their services as investment managers. These are called an expense ratio. For example, an expense ratio of 0.50 means that the mutual fund company charges 0.5% for their services. These fees are in addition to the fees paid by you to IWP.

Performance figures quoted by mutual fund companies in various publications are after their fees have been deducted.

### Margin Accounts

IWP does not recommend the use of margin for investment purposes. A margin account is a brokerage account that allows investors to borrow money to buy securities and/or for other non-investment borrowing purposes. The broker-custodian charges the investor interest for the right to borrow money

and uses the securities as collateral. By using borrowed funds, the client is employing leverage that will magnify both account gains and losses. Should a client determine to use margin, IWP will include the entire market value of the margined assets when computing its advisory fee. Accordingly, IWP's fee shall be based upon a higher margined account value, resulting in IWP earning a correspondingly higher advisory fee. As a result, the potential conflict of interest arises since IWP may have an economic disincentive to recommend that the client terminate the use of margin. Please Note: The use of margin can cause significant adverse financial consequences in the event of a market correction.

Margin/Debit balances in client portfolios are subject to being added back for the purposes of calculating management fees.

### Other Fees and Expenses

In addition to the advisory fees paid to the Firm, clients may incur certain charges imposed by other third parties, such as broker-dealers, custodians, trust companies, platform service providers, banks, and other financial institutions (collectively "Financial Institutions"). These additional charges may include securities brokerage commissions, transaction fees, custodial fees, fees attributable to alternative assets, reporting charges, margin costs, charges imposed directly by a mutual fund or ETF in a client's account, as disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. These transaction charges are usually small and incidental to the purchase or sale of a security. IWP believes that the selection of the security is more important than the nominal fee that the custodian charges to buy or sell the security.

In addition, fees charged by the Independent Managers are charged to the clients separately. In these relationships, these fees would be in addition to the fees charged by the Firm, paid directly to the Independent Managers, and the Firm will not receive any portion of those fees or share in those fees.

### **Direct Fee Debit**

Clients generally provide the Firm and/or the Independent Managers with the authority to directly debit their accounts for payment of the investment advisory fees. The Financial Institutions that act as the qualified custodian for client accounts, from which the Firm retains the authority to directly deduct fees, have agreed to send statements to clients not less than quarterly detailing account transactions, including any amounts paid to the Firm.

### **Account Additions and Withdrawals**

As stated above, clients may make additions to and withdrawals from their account at any time, subject to the Firm's right to terminate an account. Additions may be in cash or securities provided that the Firm reserves the' right to liquidate any transferred securities or declines to accept particular securities into a client's account. Clients may withdraw account assets on notice to the Firm, subject to the usual and customary securities settlement procedures. However, the Firm generally designs its portfolios as long-term investments, and the withdrawal of assets may impair the achievement of a client's investment

objectives. The Firm may consult with its clients about the options and implications of transferring securities. Clients are advised that when transferred securities are liquidated, they may be subject to transaction fees, short-term redemption fees, fees assessed at the mutual fund level (e.g., contingent deferred sales charges) and/or tax ramifications.

### **Past Due Accounts and Termination**

A Client may terminate any of the aforementioned agreements at any time by notifying IWP in writing and paying the pro rata fee for the time spent on the investment advisory engagement prior to notification of termination. If the client made an advance payment, IWP will refund any unearned portion of the advance payment.

IWP may terminate any of the aforementioned agreements at any time by notifying the client in writing. If the client made an advance payment, IWP will refund any unearned portion of the advance payment.

Terminations will not affect liabilities or obligations from transactions initiated in client accounts prior to termination. In the event the client terminates the investment advisory agreement. The Firm will not liquidate any securities in the account unless instructed by the client to do so. In the event of client's death or disability, the Firm will continue management of the account until we are notified of client's death or disability and given alternative instructions by an authorized party.

IWP reserves the right to stop work on any account that is more than 30 days overdue. In addition, IWP reserves the right to terminate any financial planning engagement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in IWP's judgment, to providing proper financial advice.

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

The Firm does not charge performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

IWP does not use a performance-based fee structure because of the potential conflict of interest. Performance-based compensation may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

## **ITEM 7 - TYPES OF CLIENTS**

The Firm provides asset management, financial consulting, ERISA plan advisory & consulting, investment advisory consultation, and selection of Independent Managers and/or Sub-Advisor. Our services are provided on a discretionary basis to a variety of clients, such as individuals, including high net-worth individuals, 401(k), pension and profit-sharing plans, 403(b), trusts, estates, and charitable organizations, corporations, or business entities. In addition, we may also provide advisory services to entities such as pension and profit-sharing plans, businesses, and other investment advisers.



Client relationships vary in scope and length of service.

## **Account Requirements**

The minimum portfolio size for Wealth Management services is \$1,000,000. Accounts of less than \$1,000,000 may be accepted when the client and the advisor anticipate the client will add additional funds to the accounts bringing the total to \$1,000,000 within a reasonable time. Other exceptions will apply to employees of IWP and their relatives, or relatives of existing clients.

IWP, may charge a lesser investment advisory fee, waive, or modify its asset minimum, charge a flat fee, or waive its fee entirely based upon certain criteria (i.e. anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, complexity of the engagement, grandfathered fee schedules, IWP employees and family members, courtesy accounts, competition, negotiations with client, etc.). Please Note: As a result of the above, similarly situated clients could pay different fees. In addition, similar advisory services may be available from other investment advisers for similar or lower fees.

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

### **Methods of Analysis and Investment Strategies**

Security analysis methods may include charting, fundamental analysis, technical analysis, and cyclical analysis although IWP places primary emphasis on fundamental analysis.

The Firm selects categories of investments based on the clients' attitudes about risk and their need for capital appreciation or income. Different instruments involve different levels of exposure to risk. We seek to select individual securities with characteristics that are most consistent with the client's objectives. Since the Firm treats each client account uniquely, client portfolios with a similar investment objectives and asset allocation goals may own different securities.

The main sources of information include financial newspapers and magazines, research materials prepared by others, discussions with other professionals and prospectuses. Other sources of information that IWP may use include Morningstar.com, RiskAlyze, and the World Wide Web.

### **General Investment Strategies**

The primary investment strategy used on client accounts is strategic asset allocation utilizing a combination of active and passive strategies. This means that in our equity allocations we primarily use both active and passive index funds, exchange-traded funds, and active separate account managers, and then add specialty allocations where there are greater opportunities to make a difference. Portfolios are globally diversified to control the risk associated with concentration in limited markets.

The investment strategy for a specific client is based upon the objectives stated by the client during consultations. The client may change these objectives at any time. Each client executes an Investment

Policy Statement that documents their objectives and their desired investment strategy.

Other strategies may include long-term purchases, short-term purchases, trading, short sales, and option writing (including covered options, uncovered options or spreading strategies). IWP does not currently utilize margin transactions for investment purposes.

### Methods of Analysis for Selecting Securities

The Firm's Investment Advisor Representatives ("IARs") may use, among others, technical, fundamental, and/or charting analysis in the selection of individual equity securities. Additionally, our IARs may use specific strategies or resources in the method of analysis and selection of mutual funds.

### Technical Analysis

The effectiveness of technical analysis depends upon the accurate forecasting of major price moves or trends in the securities traded by the IAR. However, there is no assurance of accurate forecasts or that trends will develop in the markets we follow. In the past, there have been periods without discernable trends and similar periods will presumably occur in the future. Even where major trends develop, outside factors like government intervention could potentially shorten them.

Furthermore, one limitation of technical analysis is that it requires price movement data, which can translate into price trends sufficient to dictate a market entry or exit decision. In a trendless or erratic market, a technical method may fail to identify trends requiring action. In addition, technical methods may overreact to minor price movements, establishing positions contrary to overall price trends, which may result in losses. Finally, a technical trading method may under perform other trading methods when fundamental factors dominate price moves within a given market.

The calculations that underline our system, methods, and strategies involve many variables, including determinants from information generated by computers and/or charts. The use of a computer in collating information or in developing and operating a trading method does not assure the success of the method because a computer is merely an aid in compiling and organizing trade information.

Accordingly, no assurance is given that the decisions based on computer-generated information will produce profits for a client's account.

### Relative Strength Analysis

Relative strength measures one stock versus another or a group of stocks versus an index, such as the S&P 500. Through relative strength analysis, we can rank areas of the market that are outperforming or underperforming the broad market, whether the Russell 3000 or S&P 500. For our purposes, we use the S&P 500. We then add the highest relative strength sectors and macro areas (i.e., small cap vs. large cap) to our investment model, using primarily ETFs. The general premise is that those areas of the market with highest relative strength outperform over the long term. Additionally, as a risk override, we run moving average analysis to identify when markets are most vulnerable, and from time to time lighten market exposure.

### Fundamental Analysis

Fundamental analysis assesses the financial health and management effectiveness of a business by analyzing a company's financial reports, key financial ratios, industry developments, economic data, competitive landscape, and management. The objective of fundamental analysis is to use historical and current financial data to assess the stock valuation of a company, evaluate company profitability, credit risk, and forecast future performance of the company and its share price. Fundamental analysis assumptions and calculations are based on historical data and forecasts; therefore, the quality of information and assumptions used are critical. Differences can exist between market fundamentals and how you analyze them.

### Charting Analysis

Charting analysis involves the use of patterns in performance charts. Our IARs use this charting technique to search for patterns in an effort to predict favorable conditions for buying and/or selling a security.

### Mutual Funds

In analyzing mutual funds, our IARs use various sources of information. We review key characteristics such as historical performance, consistency of returns, risk level, and size of fund. Expense ratio and other costs are also significant factors in fund selection. We also subscribe to/access additional information from other sources that inform our general macro-economic view.

### Options

In extremely limited circumstances with client consent, IWP may engage in options transactions for the purpose of hedging risk and/or generating portfolio income. The use of options transactions as an investment strategy can involve a high level of inherent risk. Option transactions establish a contract between two parties concerning the buying or selling of an asset at a predetermined price during a specific period of time. During the term of the option contract, the buyer of the option gains the right to demand fulfillment by the seller. Fulfillment may take the form of either selling or purchasing a security, depending upon the nature of the option contract. Generally, the purchase or sale of an option contract shall be with the intent of "hedging" a potential market risk in a client's portfolio and/or generating income for a client's portfolio. Please Note: Certain options-related strategies (i.e., straddles, short positions, etc.), may, in and of themselves, produce principal volatility and/or risk. Thus, a client must be willing to accept these enhanced volatility and principal risks associated with such strategies. In light of these enhanced risks, client may direct IWP, in writing, not to employ any or all such strategies for his/her/their/its accounts. Please Also Note: There can be no guarantee that an options strategy will achieve its objective or prove successful. No client is under any obligation to enter into any option transactions. However, if the client does so, he/she must be prepared to accept the potential for unintended or undesired consequences (i.e., losing ownership of the security, incurring capital gains taxes).

### Alternative Investments

IARs may use Alternative Investments as a way to diversify a portfolio. Alternative Investments are considered to be “non-correlated” assets, meaning that they do not tend to run up or down (track) with the market like standard securities typically do. The main goal of alternatives is to provide access to other return sources, with the potential benefit of reducing risk of a client’s portfolio, improving returns, or both. Alternative investments may be liquid and traded regularly on an exchange or may be in the form of a private placement limited partnership interest which requires the investor to meet certain criteria or accreditation requirements prior to investing.

### *Specific Investment Strategies for Managing Portfolios*

IARs may use Modern Portfolio Theory, tactical asset allocation, cash as a strategic asset, long-term holding, trend, dollar-cost-averaging, defensive portfolio strategies in the construction and management of client portfolios. There is no guarantee that any of the following strategies will be successful and we make no promises or warranties as to the accuracy of our market analysis.

### *Modern Portfolio Theory (MPT)*

IARs use the Modern Portfolio Theory, which has a basic concept of using diversification in an effort to help minimize risk and optimize the potential return of a portfolio.

### *Tactical Asset Allocation*

IARs may use a tactical asset allocation strategy in the shorter term to deviate from a client’s long-term strategic asset allocation target in an effort to take advantage of what we perceive as market pricing anomalies or strong market sectors or to avoid perceived weak sectors. Once they achieve the desired short-term opportunities or perceives those opportunities have passed, we generally return a client’s portfolio to the original strategic asset mix.

### *Cash as a Strategic Asset*

IARs may use cash as a strategic asset and at times move or keep client’s assets in cash or cash equivalents. While high cash levels can help protect a client’s assets during periods of market decline, there is a risk that our timing in moving to cash is less than optimal upon either exit or reentry into the market, potentially resulting in missed opportunities during positive market moves.

### *Long-term Holding*

IARs do not generally purchase securities for clients with the intent to sell the securities within 30 days of purchase, as we do not generally use short-term trading as an investment strategy. However, there may be times when we will sell a security for a client when the client has held the position for less than 30 days.

IARs do not attempt to time short-term market swings. Short-term buying and selling of securities is typically limited to those cases where a purchase has resulted in an unanticipated gain or loss in which we believe that a subsequent sale is in the best interest of the client.

### Trend

IARs may manage client assets using a trend following methodology based on the 200-day average and grounded in a strong sell discipline for all positions within the portfolio.

### Dollar-Cost-Averaging

Dollar cost averaging involves investing money in multiple installments overtime to take advantage of price fluctuations in the attempt to get a lower average cost per share.

### Defensive Strategies

If our IAR anticipates poor near-term prospects for equity markets, we may adopt a defensive strategy for clients' accounts by investing substantially in fixed income securities and/or money market instruments. We may also utilize low, non, or negative correlated investments through mutual funds and EFT's. There can be no guarantee that the use of defensive techniques would be successful in avoiding losses.

### Margin

The account custodian or broker-dealer lends money to the client. The custodian charges the client interest for the right to borrow money and uses the assets in the client's brokerage account as collateral. Some clients of the Firm maintain margin accounts to facilitate short-term borrowing needs, which are unrelated to our investment strategy (ies). For some high-net worth (HNW) clients that are seeking a more aggressive strategy for their portfolio, our IARs may work with those clients on an individual basis to develop a leveraged strategy utilizing margin to increase market participation portfolio as part of a customized investment strategy. Clients are responsible for any brokerage or margin charges in addition to advisory fees. Risks of using margin include "margin calls" (also called "fed calls" or "maintenance calls.") Margin calls occur when account values decrease below minimum maintenance margin levels established by the broker-dealer that holds the securities in the client's account, requiring the investor to deposit additional money or securities into their margin account.

While the use of margin borrowing can increase returns, it can also magnify losses. Clients must specifically request to establish a margin account.

### Direct Indexing for Tax Loss Targeting

The Firm's IARs may use this strategy, an enhanced form of Tax-Loss Harvesting, that looks for movements in individual stocks to harvest more tax losses and potentially avoid paying additional capital-gains taxes. The tactic involves buying the underlying securities of an index, such as the S&P 500, then selling the stocks that decline. In a good year, investors may capture the gains of the chosen index while creating losses that at tax time help offset capital gains.

### Additional Strategies

Clients interested in learning more about any of the above strategies should contact us for more

information. We may also consider additional strategies by specific client request.

## Investing Involves Risk

### *General Risks of Owning Securities*

Investing in securities involves risk of loss that clients should be prepared to bear. While the stock market may increase and your account(s) could enjoy a gain, it is also possible that the stock market may decrease, and your account(s) could suffer a loss. It is important that you understand the risks associated with investing in the stock market, are appropriately diversified in your investments, and ask us any questions you may have.

### *Risk of Loss*

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. For example, investors face the following investment risks:

**Unsystematic Risks:** These are risks uniquely related to a specific investment. It is also known as “diversifiable risks,” as, at least theoretically, unsystematic risks may be significantly reduced by diversifying between different investments.

**Systematic Risks:** These are risks related to a broad universe of investments. These risks are also known as non-diversifiable risks as diversification within the system will not provide risk reduction if the entire system loses value (e.g., a diversified portfolio of high-quality bonds in a rising interest rate environment or the S&P 500 in a bear market).

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e., interest rate). This primarily relates to fixed income securities.
- **Credit Risk:** The return on fixed income investments (e.g., bonds, preferred stock) is dependent on the issuer of the security meeting its commitment to make agreed upon payments. Credit risk is the risk that the issuer does not meet that obligation.
- **Inflation Risk:** This is also known as “purchasing power risk.” When any type of inflation is present, a dollar next year will not buy as much as a dollar today, because purchasing power is eroding at the rate of inflation. Fixed payment securities (e.g., CDs, bonds, preferred stock) are particularly sensitive to inflation risk.
- **Market Risk:** The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security’s particular underlying circumstances. For example, political, economic, and social conditions may trigger market events.
- **Currency Risk:** Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment’s originating country. This is also referred to as

exchange rate risk.

- **Structured Notes Risk:** Structured notes do not pay interest or dividends, nor provide voting rights or guarantee any return of principal at maturity unless specifically provided otherwise. Most structured note payments are based on the performance of an underlying index (i.e., S&P 500) and if the underlying index were to decline 100% then the payment may result in a loss of a portion or all of a client's principal. Notes are not insured through any governmental agency or program and the return of principal and fulfillment of the terms negotiated by IWP on behalf of clients is dependent on the financial condition of the third party issuing the note and the issuer's ability to pay its obligations as they become due.

Structured notes purchased for clients will not be listed on any securities exchange. There may be no secondary market for such structured notes, and neither the issuer nor the agent will be required to purchase notes from clients in a secondary market. Some of these structured financial products are callable by the issuer only, therefore the issuer (not the investor) can choose to call in the structured notes and redeem them before maturity. In addition, the maximum potential payment on structured notes will typically be limited to the redemption amount applicable for a payment date, regardless of the appreciation in the underlying index associated with the note. Since the level of the underlying index at various times during the term of the structured notes held by the client could be higher than on the valuation dates and at maturity, clients may receive a lower payment if redeemed early or at maturity than if a client would have invested directly in the underlying index.

While the payment at maturity of any structured notes would be based on the full principal amount of any note sold by the issuer, the original issue price of any structured note purchased for clients includes an agent's commission and the cost of hedging the issuer's obligations under the note. As a result, the price, if any, at which an issuer will be willing to purchase structured notes from clients in a secondary market transaction, if at all, will likely be lower than the original issue price and any sale before the maturity date could result in a substantial loss. Structured notes will not be designed to be short-term trading instruments so clients should be willing to hold any notes to maturity.

In the event that a client seeks to prohibit or limit the purchase of structured notes for the client's account, the client can do so, in writing, addressed to IWP's Chief Compliance Officer. In the event that a client has any questions regarding structured notes, IWP's Wealth Managers and Advisors, remain available to address them.

## **ITEM 9 - DISCIPLINARY INFORMATION**

The Firm and our personnel seek to maintain the highest level of business professionalism, integrity, and ethics. We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our business or the integrity of our management.

Neither the firm nor its management persons have been involved in legal or disciplinary events requiring disclosure under this Item.

## **ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS**

The Firm is required to disclose any relationship or arrangement that is material to its advisory business or to its clients with certain related persons. IWP is NOT registered as a securities broker-dealer, or an insurance agent or broker, or a futures commission merchant, commodity pool operator or commodity trading advisor.

### **Licensed Insurance Agents**

Certain of IWP's Supervised Persons are licensed insurance agents and offer certain insurance products on a fully disclosed commissionable basis through other, non-affiliated insurance agencies and/or agents. A conflict of interest exists to the extent that the Firm recommends the purchase of insurance products where its Supervised Persons are entitled to insurance commissions or other additional compensation. The Firm has procedures in place whereby it seeks to ensure that all recommendations are made in its clients' best interest regardless of any such affiliations.

### **Relationship with tru Independence, LLC**

The Firm maintains a business relationship with tru Independence, LLC ("tru Independence"), a service platform for investment professionals and an SEC registered investment adviser. Through its relationship with tru Independence, the Firm gains access to services related to reporting, custody, compliance, trading, technology, transition support and other related services.

In fulfilling its duties to its clients, the Firm endeavors at all times to put the interests of its clients first. The Firm reviews all of its service provider relationships on an ongoing basis in an effort to ensure decisions are made in the best interests of clients. Clients should be aware, however, that this relationship may pose certain conflicts of interest. Specifically, tru Independence charges the Firm a platform fee that decreases as assets increase. Accordingly, the Firm has an incentive to increase the assets it places through the tru Independence platform. tru Independence also provided transition support aimed at helping the Firm launch its new advisory firm. The receipt of economic and other benefits as described above from tru Independence creates an incentive for the Firm to choose tru Independence over other service providers that do not furnish similar benefits.

### **Retirement Plan Accounts Conflicts**

As mentioned in previous sections, IWP may from time to time recommend the rollover to an IRA from an employer sponsored retirement plan. This product will be recommended when it is deemed by the Firm to be in the best interest of the client. It is understood that the IAR will receive management fee paid by you as indicated by the client agreement that will be signed when the account is opened.

When we provide investment advice to you regarding your retirement plan account or individual retirement account, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates some conflicts with your interests, so we operate under a special rule that requires us to act in your best interest and not put our interest ahead of yours.



Under this special rule's provisions, we must:

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

When recommending the rollover to an IRA from an employer sponsored retirement plan, you will be provided with disclosure on the reasons why the transaction is in your best interest.

## **DPL Financial Partners, LLC**

DPL Financial Partners, LLC ("DPL") is a third-party provider of a platform of insurance consultancy services to Clients with a current or future need for insurance products. DPL offers Invenio a membership to its platform for a fixed annual fee and, through its licensed insurance agents who are registered representatives of The Leaders Group, Inc. ("The Leaders Group"), an unaffiliated SEC-registered broker dealer and FINRA member, offers the Firm a variety of services relating to fee-based insurance products.

These services include, among others, providing the Firm with analyses of their current methodology for evaluating client insurance needs, educating, and acting as a resource to members regarding insurance products generally and specific insurance products owned by their clients or that their clients are considering purchasing, and providing members access to and product marketing support regarding fee based products that insurers have agreed to offer to Clients through DPL's platform. For providing platform services to the Firm, DPL receives service fees from the insurers that offer their fee-based products through the platform. These service fees are based on the insurance premiums received by the insurers.

DPL is licensed as an insurance producer in jurisdictions where required to perform the platform services. Its representatives are also licensed as insurance producers, appointed as insurance agents of the insurers offering their products through the platform, and registered representatives of The Leaders Group.

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

### **Code of Ethics**

The Firm believes that we owe clients the highest level of trust and fair dealing. As part of our fiduciary duty, we place the interests of our clients ahead of the interests of the firm and our personnel. The employees of IWP have committed to a Code of Ethics that is available for review by clients and prospective clients upon request. The Code of Ethics emphasizes the high standards of conduct that the

Firm seeks to observe. Our personnel are required to conduct themselves with integrity at all times and follow the principles and policies detailed in our Code of Ethics.

The Firm's Code of Ethics attempts to address specific conflicts of interest that either we have identified or that could likely arise. The Firm's personnel are required to follow clear guidelines from the Code of Ethics in areas such as gifts and entertainment, other business activities, prohibitions of insider trading, and adherence to applicable federal securities laws. Additionally, individuals who formulate investment advice for clients, or who have access to nonpublic information regarding any clients' purchase or sale of securities, are subject to personal trading policies governed by the Code of Ethics (see below).

The Firm will provide a complete copy of the Code of Ethics to any client or prospective client upon request.

### Personal Trading Practices

The Firm and our personnel may purchase or sell securities for themselves, regardless of whether the transaction would be appropriate for a client's account. The Firm and our personnel may purchase or sell securities for themselves that we also recommend/utilize for clients. This includes related securities (e.g., warrants, options, or other derivatives). This presents a potential conflict of interest, as we have an incentive to take investment opportunities from clients for our own benefit, favor our personal trades over client transactions when allocating trades, or use the information about the transactions we intend to make for clients to our personal benefit by trading ahead of clients.

Our policies to address these conflicts include the following:

1. The client receives the opportunity to act on investment decisions/recommendations prior to and in preference to accounts of your IAR.
2. The Firm prohibits trading in a manner that takes personal advantage of price movements caused by client transactions.
3. If your IAR wishes to purchase or sell the same security as he/she recommends or takes action to purchase or sell for a client, he/she will not do so until the custodian fills the client's order if the order cannot be aggregated with the client order. As a result of this policy, it is possible that clients may receive a better or worse price than IAR for transactions in the same security on the same day as a client.
4. The Firm requires our IARs to report personal securities transactions on at least a quarterly basis.
5. Conflicts of interest also may arise when Firm IARs become aware of limited offerings or IPOs, including private placements or offerings of interests in limited partnerships or any thinly traded securities, whether public or private. Given the inherent potential for conflict, limited offerings and IPOs demand extreme care. IARs are required to obtain pre-approval from the Chief Compliance Officer before trading in limited offerings and are prohibited from transacting in IPOs for personal accounts.
6. Under certain limited circumstances, we make exceptions to the policies stated above. The Firm will maintain records of these trades, including the reasons for any exceptions.

The Chief Compliance Officer, or designee, of IWP reviews all employee trades each quarter. The personal trading reviews ensure that the personal trading of employees does not affect the markets, and that clients of the firm receive preferential treatment. Since most employee trades are small mutual fund trades or exchange-traded fund trades, the trades do not affect the securities markets.

## **ITEM 12 - BROKERAGE PRACTICES**

IWP may recommend or require that clients establish brokerage accounts that are not managed by third-party investment managers and/or Sub-Advisors to be established with Pershing Advisor Solutions, LLC (a division of BNY Mellon) member FINRA/SIPC, to maintain custody of clients' assets and to effect trades for their accounts. Although IWP may recommend/require that clients establish accounts at Pershing Advisor Solutions, LLC, it is the client's decision to custody assets with Pershing Advisor Solutions, LLC. IWP is independently owned and operated and not affiliated with Pershing Advisor Solutions, LLC.

The Firm engages the custodian to clear transactions and custody assets. The custodian provides the Firm with services that assist in managing and administering clients' accounts which include software and other technology that (i) provide access to client account data (such as trade confirmations and account statements); (ii) facilitate trade execution and allocate aggregated trade orders for multiple client accounts; (iii) provide research, pricing and other market data; (iv) facilitate payment of fees from its clients' accounts; and (v) assist with certain back-office functions, recordkeeping and client reporting.

The custodians generally do not charge clients separately for custody services but are compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through the custodians or that settle into accounts at the custodians. The custodians charge brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). The custodians enable us to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. The custodians commission rates are generally discounted from customary retail commission rates. However, the commission and transaction fees charged by the custodians may be higher or lower than those charged by other custodians and broker-dealers.

Prior to engaging IWP to provide investment management services, the client will be required to enter into a formal Investment Advisory Agreement with IWP setting forth the terms and conditions under which IWP shall advise on the client's assets, and a separate custodial/clearing agreement with each designated broker-dealer/custodian.

### **Research and Benefits**

Although not a material consideration when determining whether to recommend that a client utilize the services of a particular broker-dealer/custodian, IWP can receive from Pershing Advisor Solutions, LLC (or another broker-dealer/custodian, investment manager, platform sponsor, mutual fund sponsor, or vendor) without cost (and/or at a discount) support services and/or products, certain of which assist IWP to better monitor and service client accounts maintained at such institutions. Included within the support services

that can be obtained by IWP can be investment-related research, pricing information and market data, software and other technology that provide access to client account data, compliance and/or practice management-related publications, discounted or gratis consulting services (including those provided by unaffiliated vendors and professionals), discounted and/or gratis attendance at conferences, meetings, and other educational and/or social events, marketing support (including client events), computer hardware and/or software and/or other products used by IWP in furtherance of its investment advisory business operations. Certain of the benefits that could be received can also assist IWP to manage and further develop its business enterprise and/or benefit IWP's representatives.

IWP's clients do not pay more for investment transactions effected and/or assets maintained at Pershing Advisor Solutions, LLC as a result of this arrangement. There is no corresponding commitment made by IWP to Pershing Advisor Solutions, LLC, or any other any entity, to invest any specific amount or percentage of client assets in any specific mutual funds, securities, or other investment products as result of the above arrangement.

As a result of receiving the services discussed above, we have an incentive to continue to use or expand the use of the custodians' services. Our firm examined this conflict of interest when we chose to enter into the relationship with the custodians and we have determined that the relationship is in the best interest of our firm's clients and satisfies our client obligations, including our duty to seek best execution.

### *Non- Soft Dollar Benefits*

Pershing Advisor Solutions, LLC provides IWP with access to its institutional trading and custody services, which are typically not generally available to retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to them so long as a total of at least \$10 million of the advisor's clients' assets are maintained in accounts at Pershing Advisor Solutions, LLC. These services are contingent upon IWP committing to Pershing Advisor Solutions, LLC a specific amount of business (assets in custody). Pershing Advisor Solutions, LLC's brokerage services include the execution of securities transactions, custody, research, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

For IWP client accounts maintained in their custody, Pershing Advisor Solutions, LLC generally does not charge separately for custody services but is compensated by account holders through commissions and other transaction-related or asset-based fees for securities trades that are executed through Pershing Advisor Solutions, LLC or that settle into Pershing Advisor Solutions, LLC accounts.

Pershing Advisor Solutions, LLC also makes available to IWP other products and services that benefit IWP but may not directly benefit its clients' accounts. Many of these products and services may be used to service all or some substantial number of IWP accounts, including accounts not maintained at Pershing Advisor Solutions, LLC.

Pershing Advisor Solutions, LLC products and services that assist IWP in managing and administering

clients' accounts include software and other technology that:

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

Pershing Advisor Solutions, LLC also offers other services intended to help IWP manage and further develop its business enterprise. These services may include:

- compliance, legal and business consulting;
- publications and conferences on practice management and business succession;
- Access to employee benefits providers, human capital consultants and insurance providers.

Pershing Advisor Solutions, LLC may make available, arrange and/or pay third-party vendors for the types of services rendered to IWP. Pershing Advisor Solutions, LLC may discount or waive fees it would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to IWP. Pershing Advisor Solutions, LLC may also provide other benefits such as educational events, occasional business entertainment of IWP personnel and may make donations/contributions to IWP's designated charities. In evaluating whether to recommend or require that client's custody their assets at Pershing Advisor Solutions, LLC, IWP may consider the availability of some of the foregoing products and services and other arrangements as part of the total mix of factors it considers and not solely on the nature, cost or quality of custody and brokerage services provided by Pershing Advisor Solutions, LLC, which creates a potential conflict of interest.

### Order Aggregation

Transactions for each client account will be effected independently unless the Firm decides to purchase or sell the same securities for several clients at approximately the same time. The Firm may (but is not obligated to) combine or "block trade" such orders for individual equity transactions (including ETFs) with the intention to obtain better price execution, to negotiate more favorable commission rates, or to allocate more equitably among the Firm clients' differences in prices and commissions or other transaction costs that might have occurred had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day. This procedure will be done separately for each account custodian and "block trade" prices will likely differ for trades executed at different custodians.

Most trades are mutual funds or exchange-traded funds where trade aggregation does not garner any client benefit. However, when funds allow aggregation for purposes of qualifying to purchase institutional shares our clients do benefit by having access to institutional shares that have significantly lower expense ratios than the retail versions of the same funds. IWP has also been able to aggregate client investments to provide customized, lower cost structured product investments.

In the event that the Firm becomes aware that a Firm employee seeks to trade in the same security on

the same day, the employee transaction will either be included in the “block trade” transaction or transacted after all discretionary client transactions have been completed. The Firm does not receive any additional compensation or remuneration as the result of such aggregation.

We may aggregate (combine) trades for ourselves or our associated persons with your trades, providing that the following conditions are met:

1. Our policy for the aggregation of transactions shall be fully disclosed separately to our existing clients (if any) and the broker-dealer(s) through which such transactions will be placed;
2. We will not aggregate transactions unless we believe that aggregation is consistent with our duty to seek the best execution (which includes the duty to seek best price) for you and is consistent with the terms of our investment advisory agreement with you for which trades are being aggregated.
3. No advisory client will be favored over any other client; each client that participates in an aggregated order will participate at the average share price for all our transactions in a given security on a given business day, with transaction costs based on each client’s participation in the transaction;
4. We will prepare a procedure specifying how to allocate the order among those clients;
5. If the aggregated order is filled in its entirety, it will be allocated among clients in accordance with the allocation statement; if the order is partially filled, it will be allocated pro-rata based on the allocation statement;
6. Our books and records will separately reflect, for each client account, the orders of which aggregated, the securities held by, and bought for that account.
7. We will receive no additional compensation or remuneration of any kind as a result of the proposed aggregation; and,
8. Individual advice and treatment will be accorded to each advisory client.

## **Factors Considered in Recommending Custodians**

We consider several factors in recommending custodians to a client. Factors that IWP considers in recommending Pershing (or any other broker- dealer/custodian to clients) include historical relationship with IWP, financial strength, reputation, execution capabilities, pricing, research, and service. Broker-dealers such as Pershing Advisor Solutions, LLC can charge transaction fees for effecting certain securities transactions (See Item 4 above). To the extent that a transaction fee will be payable to Pershing Advisor Solutions, LLC, the transaction fee shall be in addition to IWP’s investment advisory fee referenced in Item 5 above. To the extent that a transaction fee is payable, IWP shall have a duty to obtain best execution for such transaction. However, that does not mean that the client will not pay a transaction fee that is higher than another qualified broker-dealer might charge to effect the same transaction where IWP determines, in good faith, that the transaction fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer’s services, including the value of research provided, execution capability, transaction rates, and responsiveness. Accordingly, although IWP will seek competitive rates, it may not necessarily obtain the lowest possible rates for client account transactions. The transaction fees charged by the designated broker-dealer/custodian are

exclusive of, and in addition to, IWP's investment advisory fee.

We will also take into consideration the availability of the products and services received or offered (detailed above) by the custodians.

### *Directed Brokerage Transactions*

IWP recommends that its clients utilize the brokerage and custodial services provided by Pershing Advisor Solutions, LLC. The Firm generally does not accept directed brokerage arrangements. A directed brokerage arrangement arises when a client requires that account transactions be effected through a specific broker-dealer/custodian, other than one generally recommended by IWP (i.e., Pershing Advisor Solutions, LLC). In such client directed arrangements, the client will negotiate terms and arrangements for their account with that broker-dealer, and the Firm will not seek better execution services or prices from other broker-dealers or be able to "block trade" the client's transactions for execution through other broker-dealers with orders for other accounts managed by IWP. As a result, a client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case. Please Note: In the event that the client directs IWP to effect securities transactions for the client's accounts through a specific broker-dealer, the client correspondingly acknowledges that such direction may cause the accounts to incur higher commissions or transaction costs than the accounts would otherwise incur had the client determined to effect account transactions through alternative clearing arrangements that may be available through IWP. Higher transaction costs adversely impact account performance. Please Also Note: Higher transaction costs adversely impact account performance. Transactions for directed accounts will generally be executed following the execution of portfolio transactions for non-directed accounts.

### *Best Execution*

IWP reviews the execution of trades at Pershing Advisor Solutions, LLC, on a quarterly basis. Trading fees charged by Pershing Advisor Solutions, LLC, are also reviewed on a regular basis. IWP DOES NOT receive any portion of the trading fees. The brokerage commissions and/or transaction fees charged by Pershing Advisor Solutions, LLC, (or other designated broker-dealer/custodian) are exclusive of, and in addition to, IWP's wealth management or investment management fee. Although the commissions and/or transaction fees that may be paid by IWP's clients shall comply with IWP's duty to obtain best execution, a client may pay a commission that is higher than another qualified broker-dealer might charge to effect the same transaction where IWP determines, in good faith, that the fee is reasonable. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer service, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although IWP will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client account transactions. IWP's best execution responsibility is qualified if securities that it purchases for client accounts are no-load mutual funds that trade at net asset value as determined at the daily market close.

### *Special Considerations for ERISA Clients*

A retirement or ERISA plan client may direct all or part of portfolio transactions for its account through a

specific broker or dealer in order to obtain goods or services on behalf of the plan. Such direction is permitted provided that the goods and services provided are reasonable expenses of the plan incurred in the ordinary course of its business for which it otherwise would be obligated and empowered to pay. ERISA prohibits directed brokerage arrangements when the goods or services purchased are not for the exclusive benefit of the plan. Consequently, we will request that plan sponsors who directs plan brokerage provide us with a letter documenting that this arrangement will be for the exclusive benefit of the plan.

## **Trade Errors**

We have implemented procedures designed to prevent trade errors; however, trade errors in client accounts cannot always be avoided. Consistent with our fiduciary duty, it is our policy to correct trade errors in a manner that is in the best interest of the client. In cases where the client causes a trade error, the client will be responsible for any loss resulting from the correction. Depending on the specific circumstances of the trade error, the client may not be able to receive any gains generated as a result of the error correction. In all situations where the client does not cause the trade error, the client will be made whole, and we will absorb any loss resulting from the trade error if the error was caused by the Firm. If the error is caused by the Custodian, the Custodian will be responsible for covering all trade error costs. If an investment gain results from the correcting trade, the gain will be donated to charity. We will never benefit or profit from trade errors.

## **ITEM 13 - REVIEW OF ACCOUNTS**

### **Account Reviews & Reporting**

#### *Managed Accounts Reviews*

The Firm manages portfolios on a continuous basis and generally review all positions in client accounts on a regular basis. Account reviews may be performed more frequently when market conditions dictate. These conditions may include changes in the tax laws, new investment information, changes in a client's own situation or at a client request. Clients may choose to receive reviews in person, by telephone, or via e-mail.

Account reviews are performed quarterly by one or more of IWP's advisors. They are instructed to consider the client's current security positions and the likelihood that the performance of combination of securities will contribute to the investment objectives of the client. Clients receive periodic communications on at least a quarterly basis. Wealth Management, Investment Advisory, and 401(k) clients receive quarterly updates. The updates may include an allocation and portfolio statements. After a full one year of investment experience, Wealth Management and Investment Advisory clients will generally receive performance data in their quarterly reports, including both time and dollar weighted returns. These factors include, but are not limited to, stated investment objectives, economic environment, outlook for the securities markets, and the merits of the securities in the accounts.

In addition, we may conduct a special review of an account based on, but not limited to, the following:



1. A change in the client's investment objectives, guidelines and/or financial situation;
2. Changes in diversification;
3. Tax considerations; or
4. Material cash deposits or withdrawals.

### Independent Manager

IARs periodically review third-party money manager's and/or Sub-Advisor's reports provided to the client, but no less often than on a semi-annual basis. Our Investment Adviser Representatives contact clients from time to time, as agreed to with the client, in order to review their financial situation and objectives; communicate information to third-party money managers and/or Sub-Advisors as warranted; and assist the client in understanding and evaluating the services provided by the third-party money manager and/or Sub-Advisor. The client is expected to notify us of any changes in his/her financial situation, investment objectives, or account restrictions that could affect their account. The client may also directly contact the third-party money manager and/or Sub-Advisor managing the account or sponsoring the program. Clients who utilize third-party money managers and/or Sub-Advisors should review the third-party money manager's Form ADV Part 2 **Item 13 – Review of Accounts** regarding account reviews, types of written reports provided and frequency of such reports.

### Consulting Service

Consultation clients do not receive reviews of their written plans unless they take action to schedule a financial consultation with us or separately contract with us for a post-financial plan meeting or update to their initial written financial plan. The type of reporting is agreed upon by the Firm and the client on a case-by-case basis. We do not provide ongoing services to financial consultation clients but are willing to meet with such clients upon their request to discuss updates to their plans or changes in their circumstances. The clients IAR provides the financial consultation services to the client. In cases when we have been contracted to conduct ongoing financial consultation services, the IARs will conduct reviews as agreed upon with the client.

## **ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION**

### **Brokerage Support Products and Services**

We receive an economic benefit from the brokers used for transactions in client accounts in the form of the support products and services they make available to us and other independent firms whose clients maintain their accounts at the broker. These products and services, how they benefit us, and the related conflicts of interest are described above (see *Item 12 – Brokerage Practices*). We do not base particular investment advice, such as buying particular securities for our clients, on the availability of the brokers' products and services to us.

As indicated at Item 12 above, IWP can receive from Pershing Advisor Solutions, LLC, (and others) without cost (and/or at a discount), support services and/or products. IWP's clients do not pay more for investment transactions effected and/or assets maintained at Pershing Advisor Solutions, LLC (or any

other institution) as a result of this arrangement. There is no corresponding commitment made by IWP to Pershing Advisor Solutions, LLC or to any other entity, to invest any specific amount or percentage of client assets in any specific mutual funds, securities, or other investment products as a result of the above arrangement.

## **Referrals**

### *Incoming Referrals*

IWP may refer clients to unaffiliated professionals for specific needs, such as mortgage brokerage, real estate sales, banking relationships, estate planning, legal, and/or tax/accounting. We currently have an arrangement with a private bank that we refer clients to, and we receive compensation for these referrals.

For those individuals or companies in which we have an arrangement that we refer clients to and do not receive compensation for, it could be concluded that our IARs are receiving an indirect economic benefit from this practice, as the relationships are mutually beneficial. For example, there could be an incentive for us to recommend services of firms who refer clients to the Firm.

We only refer clients to professionals we believe are competent and qualified in their field, but it is ultimately the client's responsibility to evaluate the provider, and it is solely the client's decision whether to engage a recommended firm. Clients are under no obligation to purchase any products or services through these professionals, and our IARs have no control over the services provided by another firm. Clients who chose to engage these professionals will sign a separate agreement with the other firm. Fees charged by the other firm are separate from and in addition to fees charged by the Firm.

If the client desires, our IARs will work with these professionals or the client's other advisers (such as an accountant, attorney, or other investment adviser) to help ensure that the provider understands the client's investments and to coordinate services for the client. We do not share information with an unaffiliated professional unless first authorized by the client.

### *Outgoing Referrals*

IWP DOES NOT accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

IWP may from time to time enter into written agreements with other persons or companies who refer clients to us in exchange for a referral or solicitor fee which typically is a percentage of the fee we receive from the referred client for our services. This means that the persons or companies who refer potential clients to us as described will have a financial interest in your selecting us to provide you services. If you are referred to us through an arrangement like this, you will receive a copy of our Brochure and a written document which will disclose that we have an arrangement with the solicitor, any affiliation between us and the solicitor, and a description of the compensation the solicitor will receive from us if you establish an account with us. The fee we charge you for your services will not be increased as a result of our use of these referral arrangements.

The Firm does not currently pay referral fees (non-commission based) to independent solicitors for the

referral of their clients to our firm.

### Independent Managers

Our IARs may work with Independent Managers to service client accounts. They may receive ongoing compensation in relation to these arrangements, of which details are fully disclosed to the clients at the time of account opening. See also *Item 5 - Third Party Accounts and Item 10 – Independent Managers*.  
Other Financial Institutions

## **ITEM 15 - CUSTODY**

The Firm and/or the Independent Managers have limited custody of some of our clients' funds or securities when the clients authorize us to deduct our management fees directly from the client's account. IWP DOES NOT directly custody its clients' assets. A qualified custodian (generally a broker-dealer, bank, trust company, or other financial institution) holds clients' funds and securities. Clients will receive statements directly from their qualified custodian at least quarterly. The statements will reflect the client's funds and securities held with the qualified custodian as well as any transactions that occurred in the account, including the deduction of our fee.

Clients should carefully review the account statements they receive from the qualified custodian. When clients receive reports from the Firm as well as from the qualified custodian, they should compare these two reports carefully. The account custodian does not verify the accuracy of IWP's advisory fee calculation. Clients with any questions about their statements should contact us at the address or phone number on the cover of this brochure. Clients who do not receive a statement from their qualified custodian at least quarterly should also notify us.

Clients are frequently provided with retirement planning projections and graphs that are generated from a version of E-Money Advisor, our financial planning program. These statements contain approximations of the costs and timing of financial goals and investment balances provided by the client, as well as the value of land and hard-to-price non-financial assets (e.g., real estate, collectables). These projections are used for long-term financial planning, but these are ONLY projections. Although they are based on what IWP believes are reasonable assumptions, there can be no assurance that they will accurately forecast the future.

### **Third-Party Standing Letters of Authorization ("SLOA")**

Our firm is deemed to have custody of clients' funds or securities when clients have standing authorizations with their custodian to move money from a client's account to a third-party ("SLOA") and, under that SLOA, it authorizes us to designate the amount or timing of transfers with the custodian.

The SEC has set forth a set of standards intended to protect client assets in such situations, which we follow.

By working with the qualified custodian, the Firm has in place seven provisions set forth by the SEC to assist in mitigating risk. The below must be followed to clients with third-party SLOAs:

1. The client provides an instruction to the qualified custodian, in writing, that includes the client's signature, the third party's name, and either the third party's address or the third party's account number at a custodian to which the transfer should be directed.
2. The client authorizes the Firm, in writing, either on the qualified custodian's form or separately, to direct transfers to the third party either on a specified schedule or from time to time.
3. The client's qualified custodian performs appropriate verification of the instruction, such as a signature review or other method to verify the client's authorization and provides a transfer of funds notice to the client promptly after each transfer.
4. The client can terminate or change the instruction to the client's qualified custodian.
5. The Firm has no authority or ability to designate or change the identity of the third party, the address, or any other information about the third party contained in the client's instruction.
6. The Firm maintains records showing that the third party is not a related party of Firm or located at the same address as the Firm.
7. The client's qualified custodian sends the client, in writing, an initial notice confirming the instruction and an annual notice reconfirming the instruction.

As stated earlier in this section, account statements reflecting all activity on the account(s), are delivered directly from the qualified custodian to each client or the client's independent representative, at least quarterly. You should carefully review those statements and are urged to compare the statements against reports received from us. When you have questions about your account statements, you should contact us, your Advisor or the qualified custodian preparing the statement.

## **ITEM 16 - INVESTMENT DISCRETION**

The Firm accepts discretionary authority over client accounts. If an IAR is acting in a discretionary capacity, the IAR may place trades within a client account without pre-approval from the client. IWP has the authority to determine, without obtaining specific client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold. However, IWP trades are within the framework of the agreed upon Investment Policy Statement.

The client approves the custodian to be used and the transaction fees paid to the custodian. IWP does not receive any portion of any fees paid by the client to the custodian.

Discretionary trading authority facilitates placing trades in your accounts on your behalf so that we may promptly implement and manage the investment policy that you have approved in writing.

Discretionary authority also allows:

- The custodian to provide electronically, on a daily basis, each and every transaction in a client's account. That allows us to maintain on our portfolio management system detailed contemporaneous position, tax and performance data for each and every client.
- IWP to authorize distribution of funds from the client's account; however, ONLY to the client, in his or her name, at his address of record.

- IWP to directly bill and debit the account for the agreed upon management fee. This allows IWP to provide performance reporting net of fees and expenses.

## **ITEM 17 - VOTING CLIENT SECURITIES**

### *Voting of Proxies*

In regard to SEC Rule 206(4)-6 under the Advisers Act, IWP will not vote proxies relating to equity securities in client accounts. You are responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned in your Account are voted and voting or causing such proxies to be so voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other similar type events pertaining to your Assets. Please contact us if you would like to receive a copy of our Proxy Voting Policy.

### *Class Action Lawsuits*

As a matter of company policy, IWP does not file proofs of claim relating to class action lawsuits affecting individual client accounts. However, upon Client's request the Firm will provide any and all documentation required to complete any such proof of claim.

### *Mutual Funds*

The investment adviser that manages the assets of a registered investment company (i.e., mutual fund) generally votes proxies issued on securities held by the mutual fund.

## **ITEM 18 - FINANCIAL INFORMATION**

Registered investment advisers are required in this item to provide clients with certain financial information or disclosures about the firm's financial condition. A balance sheet is not required to be provided because IWP is not a direct custodian of client funds or securities and does not require prepayment of fees of more than \$1,200 per client, and six months or more in advance.

IWP is unaware of any financial impairment that will preclude the firm from meeting contractual commitments to clients, does not have or foresee any financial condition that is reasonably likely to impair our ability to meet contractual commitments to clients, and has not been the subject of a bankruptcy proceeding.

## **ADDITIONAL INFORMATION**

### *Business Continuity Plan*

IWP has a Business Continuity Plan in place that provides detailed steps to plan for the retirement of senior staff, mitigate and recover from the loss of office space, communications, services, or key people.

The Business Continuity Plan considers natural disasters such as hurricanes and flooding in its design.

The Plan also considers man-made disasters such as loss of electrical power, terrorist attack and riots in the city. Electronic files are backed up daily and archived offsite.

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

IWP has a number of experienced well qualified professionals to provide client support in the event of the serious disability or death of any single professional.

### *Information Security*

IWP maintains an information security program to reduce the risk that your personal and confidential information may be breached.

### *Privacy Notice*

IWP is committed to maintaining the confidentiality, integrity and security of the personal information that is entrusted to us.

The categories of nonpublic information that we collect from you may include information about your personal finances, information about your health to the extent that it is needed for the financial planning process, information about transactions between you and third parties, and information from consumer reporting agencies, e.g., credit reports. We use this information to help you meet your personal financial goals.

With your permission, we disclose limited information to attorneys, accountants, and mortgage lenders with whom you have established a relationship. You may opt out from our sharing information with these nonaffiliated third parties by notifying us at any time by telephone, mail, fax, email, or in person. With your permission, we share a limited amount of information about you with your custodian securities firm in order to execute securities transactions on your behalf.

We maintain a secure office to ensure that your information is not placed at unreasonable risk. We employ a firewall barrier, secure data transfer techniques and authentication procedures in our computer environment.

We do not provide your personal information to mailing list vendors or solicitors. We require strict confidentiality in our agreements with unaffiliated third parties that require access to your personal information, including financial service companies, consultants, and auditors. Federal and state securities regulators may review our Company records and your personal records as permitted by law.

Personal identifiable information about you will be maintained while you are a client, and for the required period thereafter that records are required to be maintained by federal and state securities laws. After that time, information may be destroyed.

We will notify you in advance if our privacy policy is expected to change. We are required by law to deliver this *Privacy Notice* to you annually, in writing.