

## Item 1: Cover Page

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# Premier Wealth Advisors LLC

## Form ADV Part 2A Brochure

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This brochure provides information about the qualifications and business practices of Premier Wealth Advisors LLC. If you have any questions about the contents of this brochure, please contact us at the telephone number or email address listed above. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Premier Wealth Advisors LLC is a registered investment adviser, but registration does not imply a certain level of skill or training.

Additional information about Premier Wealth Advisors LLC is also available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) and by searching for CRD# 285510.

## Item 2: Material Changes

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In this Item, Premier Wealth Advisors LLC is required to identify and discuss material changes since filing its last annual amendment. Since filing its last annual amendment on March 3, 2023, there have been no material changes to report.

## Item 3: Table of Contents

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Item 1: Cover Page	1
Item 2: Material Changes	2
Item 3: Table of Contents	3
Item 4: Advisory Business	4
Item 5: Fees and Compensation	6
Item 6: Performance-Based Fees & Side-By-Side Management	8
Item 7: Types of Clients	9
Item 8: Methods of Analysis, Investment Strategies & Risk of Loss	10
Item 9: Disciplinary Information	11
Item 10: Other Financial Industry Activities & Affiliations	12
Item 11: Code of Ethics, Participation or Interest in Client Transactions & Personal Trading	14
Item 12: Brokerage Practices	15
Item 13: Review of Accounts	16
Item 14: Client Referrals and Other Compensation	17
Item 15: Custody	18
Item 16: Investment Discretion	19
Item 17: Voting Client Securities	20
Item 18: Financial Information	21

## Item 4: Advisory Business

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- A. Premier Wealth Advisors LLC (“Adviser”) is an investment adviser founded in 2018, registered with the U.S. Securities and Exchange Commission and notice filed in applicable states, and is principally owned by Josh Koehnen, Ari Crandall, and Joe LeBlanc through their respective individual corporations.
- B. Adviser offers the following types of advisory services:
- i. Wealth Management: Adviser provides ongoing non-discretionary wealth management services to its clients based upon each client’s current financial condition, goals, risk tolerance, income, liquidity requirements, investment time horizon, and other information that is relevant to the management of clients’ account(s). Adviser generally recommends that clients fulfill their investment objectives by allocating their assets across a diversified risk-based portfolio of no-load mutual funds or exchange traded funds (“ETFs”). This portfolio is rebalanced periodically to remain in-line with the client’s agreed-upon asset allocation, though the asset allocation may be changed from time to time based on changes to a client’s specific situation.  
  
In connection with providing wealth management services, Adviser generally recommends or selects an independently-registered and unaffiliated investment adviser (a “Third-Party Adviser”) to manage its clients’ accounts. Adviser currently has such an arrangement with Buckingham Strategic Partners, LLC (doing business as “Buckingham”). Buckingham is a turnkey asset management provider, and is compensated directly by clients for the services it provides, including model portfolio construction, transaction processing, custodial engagement, back-office support, quarterly reporting, fee-debiting, and educational conference hosting. Both Adviser and Buckingham share responsibility for managing and administering client accounts.
  - ii. Financial Planning: Adviser alternatively offers to provide a one-time financial plan and/or ongoing financial planning advice that clients will be responsible for implementing at their discretion. Financial Planning services will typically include analyses and recommendations with respect to retirement planning, estate planning, investment planning, charitable planning, education planning, insurance and risk management, and small business planning (among other related topics as applicable). Such analyses and recommendations are memorialized in either a one-time financial plan, and/or are delivered over a series of meetings to allow Adviser to coach clients through implementation.
  - iii. Income Tax Preparation: Adviser may also be separately retained by clients to assist with income tax return preparation, and to analyze clients’ specific tax situation for opportunities to minimize federal and state income tax liability. Income tax preparation fees are billed separately from wealth management or financial planning fees.

Adviser typically provides investment advice with respect to limited types of investments, which include mutual funds, ETFs, stocks, bonds, and real estate investment trusts (“REITs”).

- C. Adviser tailors its advisory services to the individual needs of its clients by taking the time to understand clients’ current financial condition, goals, risk tolerance, income, liquidity requirements, investment time horizon, and other information that is relevant to the management of clients’ account(s). This information will then be used to make investment recommendations that reflect clients’ individual needs and objectives on an initial and ongoing basis. Adviser’s recommendations will allocate portions of clients’ account(s) to various asset classes classified according to historical and projected risks and rates of return. Adviser will review all such recommendations with clients, and clients will have the opportunity to accept or reject any

recommendations. Clients are under no obligation to accept or implement any recommendation made by Adviser. Clients may impose restrictions on investing in certain securities or types of securities so long as such restrictions may reasonably be implemented by Adviser.

- D. Adviser does not participate in any wrap fee programs.
- E. 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 (“ERISA”) and/or the Internal Revenue Code (the “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:
  - i. Meet a professional standard of care when making investment recommendations (give prudent advice);
  - ii. Never put our financial interests ahead of yours when making recommendations (give loyal advice);
  - iii. Avoid misleading statements about conflicts of interest, fees, and investments;
  - iv. Follow policies and procedures designed to ensure that we give advice that is in your best interest;
  - v. Charge no more than is reasonable for our services; and
  - vi. Give you basic information about conflicts of interest.
- F. As of December 31, 2023, Adviser manages \$414,774,468 in client assets on a non-discretionary basis and \$0 on a discretionary basis.

## Item 5: Fees and Compensation

- A. Adviser is compensated for its wealth management services primarily by fees charged based on a client’s assets under management with Adviser (“Wealth Management Fees”). Adviser is compensated for its financial planning and income tax preparation services primarily by fixed fees charged separately from Wealth Management Fees (“Financial Planning Fees” and “Tax Preparation Fees”, respectively).

Adviser’s maximum Wealth Management Fee schedule is included below, subject to negotiation with a client:

<b>Client Assets Under Management</b>	<b>Annual Fee Percentage (paid quarterly)</b>
For assets up to \$500,000.00	1.25%
Between \$500,00.01 and \$1,000,000.00	1.00%
Between \$1,000,00.01 and \$5,000,000.00	0.85%
Above \$5,000,000.00	0.50%

Because Adviser generally recommends Buckingham’s advisory and administrative services in connection with its wealth management services, such clients will also typically pay administrative fees directly to Buckingham pursuant to the fee schedule below, subject to negotiation with a client:

<b>Client Assets Under Management</b>	<b>Annual Fee Percentage (paid quarterly)</b>
For assets up to \$500,000.00	0.25%
Between \$500,00.01 and \$1,000,000.00	0.20%
Between \$1,000,00.01 and \$5,000,000.00	0.15%

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Above \$5,000,000.00	0.10%
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Buckingham's administrative fees do not apply to any assets that a client has invested into the SA Funds – Investment Trust ("SA Funds"), a mutual fund family for which Buckingham serves as the adviser, administrator, and shareholder servicing agent.

Adviser's fixed Financial Planning Fees for the delivery of a comprehensive financial plan generally range from \$3,000 to \$6,000, depending on the nature and complexity of the client's specific financial situation and the work involved in crafting the financial plan. The minimum fee for a one-time financial plan is \$3,000. For clients that wish to engage Adviser to provide ongoing financial planning services (which can include but are not limited to ongoing quarterly financial plan reviews and updates, periodic rebalancing recommendations, goal reassessment, tax mitigation recommendations, insurance planning and analyses, and retirement income projections), clients will generally pay an ongoing hourly or fixed fee depending on the nature and complexity of the client's specific financial situation and the work involved in providing ongoing financial planning analyses and recommendations. Adviser's hourly fee is \$300 per hour, subject to negotiation with a client. The one-time fixed fee for delivery of a financial plan is generally charged in advance, with plan delivery occurring within six months from the date of client engagement. Ongoing hourly or fixed fees are paid in arrears.

Adviser's Tax Preparation Fees are charged either pursuant to a fixed fee depending on the nature and complexity of the tax returns to be prepared, or pursuant to Adviser's \$300 hourly rate.

Fees are negotiable, and each client's specific fee schedule is included as part of the investment advisory and/or financial planning agreement signed by Adviser and the client (or the tax preparation agreement, if applicable). Adviser also retains the discretion to discount or waive the separate Financial Planning Fees if the client is also receiving wealth management services and paying the Wealth Management Fee.

- B. Wealth Management Fees are generally deducted in advance on a quarterly basis from clients' assets and based upon the market value of such assets managed by Adviser as of the last day of the prior calendar quarter. In the event a client makes a deposit of \$10,000 or more during a particular quarter, such client will be billed a pro-rata advisory fee based on the remaining number of the days in such quarter. Conversely, in the event a client makes a withdrawal of \$10,000 or more during a particular quarter, such client will be refunded a pro-rata advisory fee based on the remaining number of days in such quarter. Financial Planning Fees and Tax Preparation Fees may be paid by ACH, check, or credit card (including applicable processing fees).
- C. In addition to the fees charged by Adviser, clients will incur brokerage and other transaction costs. Please refer to Item 12: Brokerage Practices, for further information on such brokerage and other transaction-related practices. Clients will also typically incur additional fees and expenses imposed by independent and unaffiliated third-parties, which can include qualified custodian fees, mutual fund or exchange traded fund fees and expenses, mark-ups and mark-downs, spreads paid to market makers, wire transfer fees, check-writing fees, early-redemption charges, certain deferred sales charges on previously-purchased mutual funds, margin fees, charges or interest, IRA and qualified retirement plan fees, and other fees and taxes on brokerage accounts and securities transactions. These additional charges are separate and apart from the fees charged by Adviser.
- D. If Adviser or a client terminates a wealth management agreement before the end of a quarterly billing period, Adviser's fees will be prorated through the effective date of the termination. The pro rata fees for the remainder of the quarterly billing period after the termination will be refunded to client via check or direct deposit. If Adviser or a client terminates a financial planning or tax preparation agreement after Adviser has commenced its services but before the entirety of the services have been rendered, Adviser's fees will be prorated through the effective date of

termination and the balance refunded to the client either based on the number of days remaining in the billing period or pursuant to the hours incurred by Adviser through the date of termination, as applicable.

- E. Certain of Adviser's supervised persons are registered representatives of Independent Financial Group, LLC ("IFG"), an independent and unaffiliated broker-dealer and member of the Financial Industry Regulatory Authority. From time to time and when appropriate for the client, such supervised persons will earn an ordinary and customary commission from the sale of a security to a client in such capacity. This creates a conflict of interest, because such supervised persons have the potential to earn both commissions and advisory fee revenue from a client. The supervised persons address this potential conflict of interest by fully disclosing their relationships with IFG, informing clients that they are under no obligation to purchase a security through them, and maintaining policies and procedures to reinforce Adviser's fiduciary duty to its clients.

## Item 6: Performance-Based Fees & Side-By-Side Management

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Neither Adviser nor any of its supervised persons accepts performance-based fees (fees based on a share of capital gains or capital appreciation of the assets of a client).

## Item 7: Types of Clients

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Adviser generally provides its services to individuals, high-net-worth individuals, trusts, estates, business entities, and pension and profit sharing plans. The minimum account value required to open an account with Adviser is \$500,000, subject to negotiation.

## Item 8: Methods of Analysis, Investment Strategies & Risk of Loss

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- A. The investment strategies used by Adviser when formulating investment advice or managing assets include a risk-based allocation of passively-managed mutual funds or ETFs. Investing in securities involves risk of loss that clients should be prepared to bear. Past performance does not guarantee future returns.
- B. Like any investment strategy, a risk-based allocation of passively-managed mutual funds or ETFs involves material risks. Such material risks are described in further detail below:
  - i. Investing for the long term means that a client's account will be exposed to short-term fluctuations in the market and the behavioral impulse to make trading decisions based on such short-term market fluctuations. Adviser does not condone short-term trading in an attempt to "time" the market, and instead coaches clients to remain committed to their financial goals. However, investing for the long term can expose clients to risks borne out of changes to interest rates, inflation, general economic conditions, market cycles, geopolitical shifts, and regulatory changes.

There can be no assurance that the asset allocation recommended by Adviser achieves its anticipated rate of return, or that the risk determination and downside risk potential is appropriate for a particular client.

To the extent Adviser recommends or selects a Third-Party Adviser to manage a client's

account, there is a risk that such Third-Party Adviser will deviate from its investment mandates or otherwise underperform relative to expectations.

- C. Investing in mutual funds does not guarantee a return on investment, and shareholders of a mutual fund may lose the principal that they've invested into a particular mutual fund. Mutual funds invest into underlying securities that comprise the mutual fund, and as such clients are exposed to the risks arising from such underlying securities. Mutual funds charge internal expenses to their shareholders (which can include management fees, administration fees, shareholder servicing fees, sales loads, redemption fees, and other fund fees and expenses, e.g.), and such internal expenses subtract from its potential for market appreciation. Shares of mutual funds may only be traded at their stated net asset value ("NAV"), calculated at the end of each day upon the market's close.

Investing in ETFs bears similar risks and incurs similar costs to investing in mutual funds as described above. However, shares of an ETF may be traded like stocks on the open market and are not redeemable at an NAV. As such, the value of an ETF may fluctuate throughout the day and investors will be subject to the cost associated with the bid-ask spread (the difference between the price a buyer is willing to pay (bid) for an ETF and the seller's offering (asking price)).

Clients are encouraged to carefully read the prospectus of any mutual fund or ETF to be purchased for investment to obtain a full understanding of its respective risks and costs.

## Item 9: Disciplinary Information

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There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of Adviser's advisory business or the integrity of Adviser's management.

## Item 10: Other Financial Industry Activities & Affiliations

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- A. Adviser is not registered, or has an application pending to register, as a broker-dealer. However, as described in Item 5 above, certain supervised persons of Adviser are registered representatives and investment adviser representatives of IFG. From time to time and when appropriate for the client, such supervised persons will earn an ordinary and customary commission from the sale of a security to a client in such capacity as registered representatives. This creates a conflict of interest, because such supervised persons have the potential to earn both commissions and advisory fee revenue from a client. The supervised persons address this conflict of interest by fully disclosing their relationships with IFG, and informing clients that they are under no obligation to purchase a security through them.

Furthermore, certain supervised persons of Adviser are licensed insurance agents and from time to time will earn an ordinary and customary commission from the sale of an insurance product in such capacity. This creates a conflict of interest, because such supervised persons have the potential to earn both an insurance commission and advisory fee revenue from a client. Such supervised persons address this conflict of interest by fully disclosing their relationship with the applicable insurance provider, and informing clients that they are under no obligation to purchase an insurance product through them.

Two supervised persons of Adviser are real estate brokers through Premier Realty Solutions Inc. ("Premier Realty"), and from time to time will earn an ordinary and customary commission from the sale of real estate in such capacity. This creates a conflict of interest, because such supervised persons have the potential to earn both a real estate-related commission and advisory fee revenue from a client. Such supervised persons address this conflict of interest by fully disclosing their relationship with Premier Realty, and informing clients that they are under no

obligation to buy or sell real estate through Premier Realty. Premier Realty is principally owned by Josh Koehnen, a managing partner of Adviser.

- B. Neither Adviser nor any of its management persons are registered, or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.
- C. Neither Adviser nor any of its management persons has any relationship or arrangement that is material to its advisory business or to its clients with any related person listed below:
  - i. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or “hedge fund,” and offshore fund)
  - ii. other investment adviser or financial planner
  - iii. futures commission merchant, commodity pool operator, or commodity trading advisor
  - iv. banking or thrift institution
  - v. accountant or accounting firm
  - vi. lawyer or law firm
  - vii. pension consultant
  - viii. sponsor or syndicator of limited partnerships
- D. As described earlier in Item 4 of this Brochure, Adviser has retained Buckingham to provide investment advisory, administrative, and other back-office services to Adviser for the benefit of Adviser and its clients. Buckingham offers services that are intended to directly benefit Adviser, clients, or both. Such services include (a) an online platform through which Adviser can monitor and review client accounts, create model portfolios, and perform other client account maintenance matters, (b) access to technology that allows for client account aggregation, (c) quarterly client statements, (d) invitations to Buckingham’s educational conferences at a discount, (e) practice management consulting, (f) full or partial sponsorship of client appreciation or education events, and (f) occasional business meals and entertainment. The availability of such services from Buckingham creates a conflict of interest, to the extent Adviser may be motivated to retain Buckingham as opposed to an alternative turnkey asset management provider. Adviser addresses this conflict of interest by performing appropriate due diligence on Buckingham to confirm its services are in the best interests of clients, periodically evaluating alternatives, and evaluating the merit of Buckingham without consideration for the benefits received by Adviser.

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

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- A. Adviser has adopted a code of ethics that will be provided to any client or prospective client upon request. Adviser’s code of ethics describes the standards of business conduct that Adviser requires of its supervised persons, which is reflective of Adviser’s fiduciary obligations to act in the best interests of its clients. The code of ethics also includes sections related to compliance with securities laws, reporting of personal securities transactions and holdings, reporting of violations of the code of ethics to Adviser’s Chief Compliance Officer, pre-approval of certain investments by access persons, and the distribution of the code of ethics and any amendments to all supervised persons followed by a written acknowledgement of their receipt.
- B. Neither Adviser nor any of its related persons recommends to clients, or buys or sells for client accounts, securities in which Adviser or any of its related persons has a material financial interest.
- C. From time to time, Adviser or its related persons will invest in the same securities (or related securities such as warrants, options or futures) that Adviser or a related person recommends to



clients. This creates a conflict of interest because it affords Adviser or its related persons the opportunity to profit from the investment recommendations made to clients. Adviser's policies and procedures and code of ethics address this conflict of interest by prohibiting such trading by Adviser or its related persons if it would be to the detriment of any client and by monitoring for compliance through the reporting and review of personal securities transactions. In all instances, Adviser will act in the best interests of its clients.

- D. From time to time, Adviser or its related persons will buy or sell securities for client accounts at or about the same time that Adviser or a related person buys or sells the same securities for its own (or the related person's own) account. This creates a conflict of interest because it affords Adviser or its related persons the opportunity to trade either before or after the trade is made in client accounts, and profit as a result. Adviser's policies and procedures and code of ethics address this conflict of interest by prohibiting such trading by Adviser or its related persons if it would be to the detriment of any client and by monitoring for compliance through the reporting and review of personal securities transactions. In all instances, Adviser will act in the best interests of its clients.
- E. When Adviser provides investment advice to its clients regarding their retirement plan account or individual retirement account, Adviser is a fiduciary within the meaning of Title I of the Employee Retirement Income Security Act (ERISA) and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way Adviser makes money creates some conflicts with its client interests, so Adviser operates under a special rule that requires Adviser to act in its clients' best interest and not put Adviser's interest ahead of its clients'.

Under this special rule's provisions, Adviser must:

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

## Item 12: Brokerage Practices

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- A. Adviser considers several factors when recommending a custodial broker-dealer for client transactions and determining the reasonableness of such custodial broker-dealer's compensation. Such factors include the custodial broker-dealer's industry reputation and financial stability, service quality and responsiveness, execution price, speed and accuracy, reporting abilities, and general expertise. Assessing these factors as a whole allows Adviser to fulfill its duty to seek best execution for its clients' securities transactions. However, Adviser does not guarantee that the custodial broker-dealer recommended for client transactions will necessarily provide the best possible price, as price is not the sole factor considered when seeking best execution. After considering the factors above, Adviser recommends Charles Schwab & Co., Inc. ("Schwab"), TD Ameritrade Institutional, Fidelity Custody & Clearing, and Pershing Advisor Solutions LLC as the custodial broker-dealer(s) for client accounts.
- i. Adviser does not receive research and other soft dollar benefits in connection with client securities transactions, which are known as "soft dollar benefits". However, the custodial broker-dealer(s) recommended by Adviser do provide certain products and services that are intended to directly benefit Adviser, clients, or both. Such products and services include (a) an online platform through which Adviser can monitor and review client accounts, (b) access to proprietary technology that allows for order entry, (c) duplicate

statements for client accounts and confirmations for client transactions, (d) invitations to the custodial broker-dealer(s)' educational conferences at a discount, (e) practice management consulting, and (f) occasional business meals and entertainment. The receipt of such products and services creates a conflict of interest to the extent it may incentivize Adviser to recommend the custodial broker-dealers listed above instead of alternative custodial broker-dealers that may be able to offer lower brokerage costs to clients. Adviser addresses this conflict of interest by performing appropriate due diligence on the recommended custodial broker-dealers to confirm their respective services are in the best interests of clients, periodically evaluating alternative custodial broker-dealers, and evaluating the merit of the recommended custodial broker-dealers without consideration for the products and services received by Adviser.

- ii. Adviser does not consider, in selecting or recommending custodial broker-dealers, whether Adviser or a related person receives client referrals from a custodial broker-dealer or third-party.
- iii. Adviser does not routinely recommend, request, or require that a client direct Adviser to execute transactions through a specified custodial broker-dealer.

B. Adviser does not aggregate the purchase or sale of securities for client accounts.

## Item 13: Review of Accounts

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- A. The managing directors of Adviser monitor client accounts on an ongoing basis, and typically reviews client accounts on a quarterly basis. Such reviews are designed to ensure that the client is still on track to achieve his or her financial goals, and that the investments remain appropriate given the client's risk tolerance, investment objectives, major life events, and other factors. Clients are encouraged to proactively reach out to Adviser to discuss any changes to their personal or financial situation.
- B. Other factors that may trigger a review include, but are not limited to, material developments in market conditions, material geopolitical events, and changes to a client's personal or financial situation (the birth of a child, preparing for a home purchase, plans to attend higher education, a job transition, impending retirement, death or disability among family members, etc.).
- C. The custodial broker-dealer for client's account will send account statements and reports directly to clients no less frequently than quarterly. Such statements and reports will be mailed to clients at their address of record or delivered electronically, depending on the client's election. If agreed to by Adviser and client, Adviser or a third-party report provider will also send clients reports to assist them in understanding their account positions and performance, as well as the progress toward achieving financial goals.

## Item 14: Client Referrals and Other Compensation

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- A. Nobody other than clients provides an economic benefit to Adviser for providing investment advice or other advisory services to clients.

However, as described above in Item 12, the custodial broker-dealer(s) recommended for client accounts provides certain products and services that are intended to directly benefit Adviser, clients, or both.

In addition, Third-Party Advisers (including but not limited to Buckingham), product sponsors (including but not limited to Dimensional Fund Advisors LP, Apollo Global Management Inc., Cottonwood Multifamily REITs, and Vanguard), insurance companies (including but not limited to Jackson National Life Insurance Company, Ash Brokerage LLC, and Total Financial), and software-based bank account facilitation companies (including but not limited to Flourish Financial LLC) that we recommend to clients provide us certain benefits, such as due diligence and educational seminars along with attendance expense reimbursements, financial and marketing assistance, client event cost reimbursement, and the use of certain software. This creates an incentive to recommend the products and services of such third-parties to our clients. Adviser addresses this conflict of interest by fully disclosing it in this brochure, by evaluating third-party products and services without regard for the benefits conferred to Adviser, and by only making third-party product and service recommendations to clients when believed to be in their best interests.

- B. Neither Adviser nor a related person directly or indirectly compensates a person who is not Adviser's supervised person for client referrals.

## Item 15: Custody

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For clients that do not have their fees deducted directly from their account(s) and have not provided Adviser with any standing letters of authorization to distribute funds from their account(s), Adviser will not have any custody of client funds or securities. For clients that have their fees deducted directly from their account(s) or that have provided Adviser with discretion as to amount and timing of disbursements pursuant to a standing letter of authorization to disburse funds from their account(s), Adviser will typically be deemed to have limited custody over such clients' funds or securities pursuant to the SEC's custody rule and subsequent guidance thereto. At no time will Adviser accept full custody of client funds or securities in the capacity of a custodial broker-dealer, and at all times client accounts will be held by a third-party qualified custodian as described in Item 12, above.

If a client receives account statements from the custodial broker-dealer and portfolio allocation reports from Adviser or a third-party report provider, client is urged to compare such account statements and reports and advise Adviser of any discrepancies between them.

## Item 16: Investment Discretion

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Adviser does not accept discretionary authority to manage securities accounts on behalf of clients.

## Item 17: Voting Client Securities

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- A. Adviser does not have and will not accept authority to vote client securities.
- B. Clients will receive their proxies or other solicitations directly from their custodial broker-dealer or a transfer agent, as applicable, and should direct any inquiries regarding such proxies or other solicitations directly to the sender.

## Item 18: Financial Information

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- A. Adviser does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.
- B. Adviser does not have discretionary authority or custody of client funds or securities, require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance.