



Part 2A – Brochure

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CRD Number 309312

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Dated: 1/30/2024

This brochure provides information about the qualifications and business practices of Jacksonville Wealth Management, LLC. If you have any questions about the contents of this brochure, please contact us at (904) 923-7526 or dan@jaxwealth.com. 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.

Additional information about Jacksonville Wealth Management, LLC also is available on the SEC's website at www.adviserinfo.sec.gov.

References herein to Jacksonville Wealth Management, LLC as a "registered investment advisor" or any reference to being "registered" does not imply a certain level of skill or training.



Item 2: Material Changes

Jacksonville Wealth Management, LLC (“Advisor” or “JaxWealth”) has made the following material changes to its ADV Part 2A Brochure since JaxWealth’s last annual amendment dated February 10, 2023:

Item 4: Advisory Business: Updated information regarding conflicts of interest, portfolio management services through LPL Financial, and types of investments JaxWealth can include in client portfolios.

Item 8: Methods of Analysis, Investment Strategies & Risk of Loss: Updated information regarding investment risks.

Item 12: Brokerage Practices: Updated information regarding the services JaxWealth receives from LPL Financial.



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Item 4: Advisory Business

A. Description of the Advisory Firm.

JaxWealth is a limited liability company organized in the State of Florida and is registered as an investment advisor with the Securities and Exchange Commission. The firm was formed in September 2013, and the principal owner is Daniel M. Ciez. JaxWealth has been registered as an investment adviser since 2021.

B. Types of Advisory Services.

Portfolio Management Services: JaxWealth offers ongoing portfolio management services based on the individual goals, objectives, time horizon, and volatility tolerance of each client. JaxWealth creates an investment plan for most clients generally as part of its ongoing portfolio management services, which outlines the client's current financial situation. Portfolio management services include, but are not limited to, the following:

- Investment strategy
- Investment Policy Statement
- Asset allocation
- Asset selection
- Accumulation & Distribution Planning
- Portfolio monitoring

JaxWealth evaluates the current investments of each client with respect to their volatility tolerance levels and time horizon. JaxWealth will require discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to transactions.

JaxWealth seeks to provide investment strategies in accordance with the fiduciary duties owed to clients and without consideration of JaxWealth's economic, investment or other

financial interests. To meet its fiduciary obligations, JaxWealth attempts to avoid, among other things, investment or trading practices that systematically advantage or disadvantage certain client portfolios, and accordingly, JaxWealth's policy is to seek fair and equitable allocations of investment opportunities/transactions among its clients to avoid favoring one client over another. It is JaxWealth's policy to allocate investment opportunities and transactions it identifies as being appropriate and prudent among its clients on a fair and equitable basis.

JaxWealth provides ongoing advisory services through the SWM and grandfathered SWM II programs (i.e., are no longer available) available through LPL Financial ("LPL"), a registered broker-dealer. The SWM and grandfathered SWM II programs allow JaxWealth to customize and manage portfolios and to address the client's unique financial needs. These programs allow JaxWealth to choose investment products from over 8,000 mutual funds from more than 470 fund families; individual stocks/bonds; options; exchange traded funds (ETFs), unit investments (UITs); and fee-based variable annuities with over 100 subaccounts.

Through the SWM account, the client will bear transaction charges for purchases, sales and exchanges in account, including some mutual funds and equities. Client authorizes LPL to deduct from their account the transaction charges and other fees applicable to the Account. Because fees are negotiated, not all clients will pay the same fees and there may be no difference between non-wrap fee and grandfathered wrap fee programs. This is a conflict of interest in that some clients will pay more than other clients for JaxWealth's services. To mitigate this conflict, JaxWealth makes clients aware of this conflict prior to engaging JaxWealth for advisory services.



For grandfathered SWM II accounts, the transaction costs are borne by JaxWealth. JaxWealth pays the transaction charges to LPL for the costs associated with trade execution; however, they are not directly related to transaction-related expenses of LPL and are a source of revenue to LPL. This practice creates a conflict of interest because clients with grandfathered SWM II accounts may pay less than other clients for our services. To mitigate this conflict, JaxWealth makes clients aware of this conflict prior to engaging JaxWealth for advisory services.

Portfolio Management Services through LPL

Financial: When appropriate JaxWealth has the ability to provide advisory services through the Optimum Market Portfolios Program (“OMP”) sponsored by LPL Financial. OMP offers clients the ability to participate in a professionally managed asset allocation program using Optimum Funds Class I shares. Under OMP, the client will authorize LPL on a discretionary basis to purchase and sell Optimum Funds pursuant to investment objectives chosen by the client. JaxWealth will assist the client in determining the suitability of OMP and assist the client in setting an appropriate investment objective. JaxWealth will have discretion to select a mutual fund asset allocation portfolio designed by LPL consistent with the client’s investment objective. LPL will have discretion to purchase and sell Optimum Funds pursuant to the portfolio selected for the client. LPL will also have authority to rebalance the account. A minimum account value of \$10,000 is required for OMP. The maximum fee for participation in OMP is 2.50%. For more information regarding OMP, including more information on the advisory services and fees that apply, the types of investments available and the potential conflicts of interest presented please see the LPL Financial Disclosure Brochure and LPL Financial client agreement.

Financial Planning: Financial plans and financial planning may include, but are not limited to the following:

- investment planning
- life insurance
- tax concerns
- retirement planning
- college planning
- debt/credit planning

Client may choose whether to implement any recommendations JaxWealth provides. JaxWealth will not have discretionary authority unless the client enters into a separate portfolio management agreement. A conflict of interest exists if the advice provided includes recommendations that the client engage JaxWealth or its Financial Advisors to provide other services. A client is under no obligation to act upon the recommendation or effect any transactions through JaxWealth or its Financial Advisors.

Services Limited to Specific Types of

Investments: JaxWealth generally limits its investment advice to mutual funds, fixed income securities, equities, ETFs, UITs, and fee-based variable annuities. JaxWealth may use other securities as well to help diversify a portfolio when applicable.

C. Client Tailored Services and Client Imposed Restrictions.

JaxWealth will typically tailor a program for each individual client. This will include an interview session to get to know the client’s specific needs and requirements and generally a plan will be executed by JaxWealth on behalf of the client. JaxWealth reserves the right to charge a financial planning fee in certain situations and will have the client complete a Financial Planning Agreement when a planning fee is assessed. JaxWealth may use model allocations together



with a specific set of recommendations for each client based on their personal restrictions, needs, and targets. Client may impose restrictions in investing in certain securities or types of securities in accordance with their values or beliefs. However, if the restrictions prevent JaxWealth from properly servicing the client's account, or if the restrictions would require JaxWealth to deviate from its standard suite of services, JaxWealth reserves the right to end the relationship.

D. Wrap Fee Programs.

JaxWealth limits the Strategic Wealth Management II (SWM II) program to grandfathered clients currently utilizing the program (the SWM II program was discontinued in mid-2021 due to a July 2021 SEC regulatory risk alert identifying potential conflicts of interest from wrap account programs). However, JaxWealth believes it is in the best interest of its grandfathered clients to maintain their wrap accounts as JaxWealth offers no specific reduction in fees for non-wrap accounts. JaxWealth acts as portfolio manager in a grandfathered wrap fee program, which is an investment program where the client pays one stated fee that includes advisory fees, transaction costs, and certain other administrative fees. The wrap fee program is also sponsored by JaxWealth. A client who utilizes the wrap fee program should also review JaxWealth's separate Wrap Brochure. JaxWealth seeks to actively manage the client-relationship and investments in the wrap fee program.

E. Assets Under Management.

JaxWealth has the following advisory assets under management:

Discretionary Accounts:	Non-discretionary Accounts:	Date Calculated:
\$340,152,972	\$0	12/31/2023

Item 5: Fees and Compensation

A. Fee Schedule.

Total Assets Under Management	Annual Fees
All Assets	0.60% - 2.00%

Portfolio Management Fees:

The investment advisory fee is negotiated on a client-by-client basis depending on investment strategy, financial plan, size, complexity and nature of the relationship managed. Because advisory fees are negotiated, this is a conflict of interest in that not all clients will pay the same advisory fees and there may or may not be differences between wrap and non-wrap program advisory fees. To mitigate this conflict, JaxWealth makes clients aware of this conflict prior to engaging it for advisory services.

Fees are charged as a percentage of the quarterly portfolio value on the last business day of the previous calendar quarter or the last value provided by the custodian. Asset-based fees are assessed on all billable assets under management, including securities, cash, and money market funds. The initial fee will be billed at the beginning of the quarter following account inception (account inception is the date the account is funded). The initial fee will be prorated based upon the number of days from the account inception to the end of the initial



quarter. Subsequently, fees are due and will be assessed at the beginning of each quarter based on the account value as of the close of business on the last business day of the preceding quarter. The fees and the assets on which the fee is based are reflected on client's custodian account statements.

The investment advisory fee will be memorialized in the client's account application that accompanies the advisory agreement ("Agreement"). The Agreement will continue in effect until terminated by either party by verbal or written notice to the other party. As of the date of termination, Advisor shall set the client's advisory fee account to zero for future billing cycles.

Termination of the Agreement by either party will not affect the following:

- the validity of any action previously taken by Advisor under the Agreement;
- the liabilities or obligations of the parties from transactions initiated before the termination date of the Agreement; and
- the client's advisory fees billed prior to the date of termination.

After the termination of the Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in the client's account.

Financial Planning Fees:

- Fixed Fees - The negotiated fixed rate for creating client financial plans is between \$400 and \$7,500.
- Hourly Fees - The negotiated hourly fee for these services is between \$100 and \$600.

Client, or JaxWealth, may terminate the Agreement without penalty, for full refund of JaxWealth's fees, within five business days of signing the Financial Planning Agreement. Thereafter, client or JaxWealth, will terminate the Financial Planning Agreement generally upon written notice.

Additional Fees and Expenses:

Transaction charges vary depending on the type of security being purchased or sold (e.g., currently \$9 for equities, \$35 for unit investment trusts). In the case of mutual funds, the transaction charges vary depending on whether LPL retains compensation from the mutual fund for services it provides to the fund, such as recordkeeping fees and asset-based service fees or sales charges. LPL uses that compensation from mutual funds to reduce its trading costs, and therefore, assesses a lower transaction charge to the client. Mutual fund transaction charges are currently either \$0 or \$26.50. LPL does not charge a transaction charge for fixed income securities (e.g., bonds or structured products); however, LPL acts as principal on fixed income security transactions and receives a mark up/down on the transaction. The standard transaction charges applicable to a SWM account will be notified to the client in connection with the Account opening. These charges are subject to change at the discretion of LPL. Client will be notified of any changes, including through information provided with periodic statements.

B. Payment of Fees.

Payment of Portfolio Management Fees: Asset-based portfolio management fees are withdrawn directly from the client's account on a quarterly basis, per the client's written authorization. Fees are paid in advance.



Upon establishing an account with JaxWealth, the client will authorize and direct the client's custodian to debit from the client's account each investment advisory fee payable from the account, which will result in the client's custodian sending the investment advisory fee payable directly to JaxWealth. The custodian will send, at minimum, quarterly account statements to client. Neither JaxWealth nor its associated persons will accept delivery of a client's securities or funds in the name of JaxWealth or its associated person.

If the client's account does not maintain a sufficient cash or money market balance to cover the investment advisory fees or is restricted from automatic debiting of fees, the client may deposit additional funds (subject to certain restrictions for IRA accounts and qualified retirement plans) or make payment in an alternative manner acceptable to JaxWealth. If such funds are not deposited, certain securities in the client's account may be liquidated in an amount sufficient to cover such debits.

Payment of Financial Planning Fees:

- Financial planning fees are paid via check.
- Fixed financial planning fees are paid in advance or arrears upon completion.
- Hourly financial planning fees are paid in advance or arrears upon completion.

C. Client Responsibility.

Payment of Third-Party Fees:

Client is responsible for the payment of all third-party fees (i.e. custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by JaxWealth. Please see Item

12 of this brochure regarding broker-dealer/custodian.

Client Responsibilities: Unless client has advised Advisor to the contrary, in writing, there are no restrictions that client has imposed upon Advisor with respect to the management of client's assets. Client agrees to provide information and/or documentation requested by Advisor as pertains to the client's objectives, needs and goals, and maintains exclusive responsibility to keep Advisor informed of any changes regarding same. Client acknowledges that Advisor cannot adequately perform its services for client unless client diligently performs his responsibilities including replying to periodic emails, which includes emails to schedule annual reviews with Advisor. Advisor shall not be required to verify any information obtained from client, client's attorney, accountant or other professionals, and is expressly authorized to rely thereon. Client authorizes Advisor to respond to inquiries from, and communicate and share information with, client's attorney, accountant, and other professionals to the extent necessary in furtherance of Advisor's services.

As a condition to participating in the advisory programs, client understands that past performance may not be indicative of future results, and understands that the future performance of any specific investment or investment strategy (including the investments and investment strategies purchased through or undertaken by the Advisor) may not: (1) achieve their intended objective; (2) be profitable; or, (3) equal historical performance levels or any other performance levels. Participation in the advisory programs may cost more or less than purchasing each included service separately. Also, the advisory programs fee charged by Advisor for participation in the advisory programs may be higher or lower than fees charged by sponsors of comparable advisory programs. Depending upon the percentage fee charged by the Advisor, the



amount of portfolio activity in the client's account, and the transaction fees, the fee may or may not exceed the aggregate cost of such services if they were to be provided separately and/or if the Advisor were to negotiate transaction fees and seek best price and execution of transactions for the client's account. The advisory program's fee does not include certain charges and administrative fees, including, but not limited to, fees charged by independent managers, transaction charges (excluding mark-ups and markdowns), IRA maintenance fees, transfer taxes, odd lot differentials, exchange fees, interest charges, American Depository Receipt agency processing fees, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts. Such fees and expenses are in addition to the advisory program's fee.

D. Prepayment of Fees.

JaxWealth collects certain fees that can be paid in advance and certain fees that can be in arrears, as indicated above. Refunds for financial planning fees paid in advance but not yet earned will be refunded on a prorated basis and returned within fourteen days to the client via check or deposit back into the client's account.

For all asset-based fees paid in advance, the fee refund formula, when appropriate, will be equal to the balance of the fees collected in advance minus the daily rate* times the number of days elapsed in the billing period up to and including the day of termination. (*The daily rate is calculated by dividing the annual asset-based fee rate by 365.)

E. Outside Compensation for the Sale of Securities to Client.

Daniel Martin Ciez, Lester Edgar Hockenbery Jr., Rick Erickson, and Christopher David Cox are registered representatives of a broker-dealer. Daniel Martin Ciez, Lester Edgar Hockenbery Jr. and Christopher David Cox are also insurance agents. In these roles, they accept compensation for the sale of investment products to JaxWealth clients.

This is a Conflict of Interest.

Supervised persons receive compensation for the sale of investment products, including asset-based sales charges or service fees from the sale of mutual funds to JaxWealth's clients held in non-advisory brokerage accounts. This presents a conflict of interest and gives the supervised person an incentive to recommend products based on the compensation received rather than on the client's needs. To mitigate this conflict, JaxWealth makes clients aware of this conflict prior to engaging JaxWealth for advisory services..

Client has the Option to Purchase Recommended Products from other Brokers:

Client always has the option to purchase JaxWealth recommended products through other brokers or agents that are not affiliated with JaxWealth.

Commissions are not JaxWealth's primary source of compensation for advisory services.

Advisory Fees in Addition to Commissions or Markups: Advisory fees that are charged to client is not reduced to offset the commissions or markups on investment products recommended to client.



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

JaxWealth does not accept performance-based fees or other fees based on a share of capital gains on or capital appreciation of the assets of a client.

Item 7: Types of Clients

JaxWealth generally provides advisory services to the following types of clients:

- Individuals
- High-Net-Worth Individuals
- Corporations or Business Entities

There is no account minimum for any of JaxWealth's services; however, JaxWealth reserves the right to impose an account minimum.

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

A. Methods of Analysis and Investment Strategies.

Methods of Analysis: JaxWealth's methods of analysis may include Fundamental Analysis, Modern Portfolio Theory, and Technical Analysis.

Fundamental Analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Modern Portfolio Theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully

choosing the proportions of various asset classes.

Technical Analysis involves the analysis of past market data; primarily price and volume.

Investment Strategies: JaxWealth uses long-term trading.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

B. Material Risks Involved.

Methods of Analysis: Fundamental Analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value. This is a method of evaluating a security by attempting to measure its intrinsic value by examining related economic, financial and other qualitative and quantitative factors. Analysts attempt to study everything that can affect the security's value, including macroeconomic factors (like the overall economy and industry conditions) and individually specific factors (like the financial condition and management of a company). The end goal of performing Fundamental Analysis is to produce a value that an investor can compare with the security's current price in hopes of figuring out what sort of position to take with that security (underpriced = buy, overpriced = sell or short). Fundamental Analysis is considered to be the opposite of Technical Analysis. Fundamental Analysis is about using real data to evaluate a security's value. Although most analysts use Fundamental Analysis to value stocks, this method of valuation can be used for just about any type of security. The risk associated with Fundamental Analysis is that it is somewhat subjective. While a quantitative



approach is possible, Fundamental Analysis usually entails a qualitative assessment of how market forces interact with one another in their impact on the investment in question. It is possible for those market forces to point in different directions, thus necessitating an interpretation of which forces will be dominant. This interpretation may be wrong and could therefore lead to an unfavorable investment decision.

Modern Portfolio Theory assumes that investors are risk averse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Technical Analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time. This is a method of evaluating securities by analyzing statistics generated by market activity, such as past prices and volume. Technical Analysts do not attempt to measure a security's intrinsic value, but instead use charts and other tools to identify patterns that can suggest future activity.

Investment Strategies: Long-term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose the client to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

C. Risks of Specific Securities Utilized.

Client should be aware that there is a material risk of loss using any investment strategy. The investment types listed below are not guaranteed or insured by the FDIC or any other government agency.

Mutual Funds: Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond “fixed income” nature or stock “equity” nature.

Equity investments generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the



best-known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

Exchange Traded Funds (ETFs): An ETF is an investment fund traded on stock exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Risks in investing in ETFs include trading risks, liquidity and shutdown risks, risks associated with a change in authorized participants and non-participation of authorized participants, risks that trading price differs from indicative net asset value (iNAV), or price fluctuation and disassociation from the index being tracked.

Options: Trading options is highly speculative in nature and involves a high degree of risk. Options investing, either directly or indirectly through a fund's underlying investments, involves risks such as liquidity, interest rate, market, credit, and the risk that a position could not be closed timely. The purchase or sale of an option involves the payment or receipt of a premium by the investor and the corresponding right or obligation to either purchase or sell the underlying security, commodity, or other instrument for a specific price at a certain time or during a certain period. Purchasing options

involves the risk that the underlying instrument will not change price in the manner expected so the investor loses their premium. Selling options involves the possibility of greater risk because the investor is exposed to the extent of the actual price movement in the underlying security rather than only the premium payment received, which could result in a potentially unlimited loss.

Past performance is not indicative of future results. Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Item 9: Disciplinary Information

- Criminal or Civil Actions - There are no criminal or civil actions to report.
- Administrative Proceedings - There are no administrative proceedings to report.
- Self-Regulatory Organization (SRO) Proceedings - There are no self-regulatory organization proceedings to report.

Item 10: Other Financial Industry Activities and Affiliations

- Registration as a Broker/Dealer or Broker/Dealer Representative - JaxWealth's registered representatives accept compensation for the sale of securities.
- Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading Advisor - Neither JaxWealth nor its representatives are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading



Advisor or an associated person of the foregoing entities.

A. Registration Relationships Material to this Advisory Business and Possible Conflicts of Interests.

Certain JaxWealth investment advisor representatives are also registered representatives of LPL Financial and from time to time, will offer a client advice or products from those activities. The client should be aware that these services pay a commission or other compensation and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment advisor. JaxWealth acts in the best interest of the client, including with respect to the sale of commissionable products to an advisory client. Client is in no way required to implement the plan through any representative of JaxWealth in such individual's capacity as a registered representative.

Certain Representatives of JaxWealth are also independent licensed insurance agents, and from time to time, will offer the client advice or products from those activities. The client should be aware that these services pay a commission or other compensation and involve a conflict of interest, as commissionable products conflict with the fiduciary duties of a registered investment advisor. JaxWealth acts in the best interest of the client; including the sale of commissionable products to an advisory client. Client is in no way required to utilize the services of any representative of JaxWealth in connection with such individual's activities outside of JaxWealth.

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

A. Code of Ethics.

JaxWealth has adopted a Code of Ethics ("Code") pursuant to industry standards. The Code is predicated upon serving the best interest of the client.

All Covered Persons must, at all times, reflect the professional standards expected of those engaged in the investment advisory business and shall act within the spirit and the letter of the federal, state and local laws and regulations pertaining to investment advisors and the general conduct of business. These standards require all personnel to be judicious, accurate, objective, and reasonable in dealing with both the client and other parties so that their personal integrity is unquestionable. For a copy of the Code of Ethics, a written request should be sent to the attention of Daniel M. Ciez, Managing Member/Chief Compliance Officer at 8075 Gate Parkway West, Suite 101, Jacksonville, FL 32216.

B. Recommendations Involving Material Financial Interests.

JaxWealth does not recommend that the client buy or sell any security in which a related person to JaxWealth or JaxWealth has a material financial interest.

C. Investing Personal Money in the Same Securities as the Client.

From time to time, representatives of JaxWealth buy or sell securities for themselves that they also recommend to a client. This provides an opportunity for representatives of JaxWealth to buy or sell the same securities before or after recommending the same securities to a client.



resulting in representatives profiting off the recommendations they provide to the client. Such transactions create a conflict of interest. JaxWealth will document any transactions that could be construed as conflicts of interest and will not engage in trading that operates to the client's disadvantage when similar securities are being bought or sold.

D. Trading Securities At/Around the Same Time as the Client's Securities.

From time to time, representatives of JaxWealth buy or sell securities for themselves at or around the same time as the client. This provides an opportunity for representatives of JaxWealth to buy or sell securities before or after recommending securities to the client resulting in representatives profiting off the recommendations they provide to the client. Such transactions create a conflict of interest; however, JaxWealth does not engage in trading that operates to the client's disadvantage if representatives of JaxWealth buy or sell securities at or around the same time as the client.

Item 12: Brokerage Practices

A. Factors Used to Select Custodians and/or Broker/Dealers.

Custodians and broker-dealers will be recommended based on JaxWealth's duty to seek "best execution," which is the obligation to seek execution of securities transactions for the client on the most favorable terms for the client under the circumstances. The client will not necessarily pay the lowest commission or commission equivalent, and JaxWealth may also consider the market expertise and research access provided by the broker-dealer/custodian, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other

resources provided by the brokers that may aid in JaxWealth's research efforts. JaxWealth will not charge a premium or commission on transactions, beyond the actual cost imposed by the broker-dealer/custodian.

As previously stated, certain JaxWealth Financial Advisors are also Registered Representatives of LPL Financial LLC. Dually registered JaxWealth Financial Advisors are restricted by certain FINRA rules and policies from maintaining the client's accounts or executing the client's transactions in such client accounts through any broker-dealer or custodian that is not approved by LPL Financial. Therefore, trading platforms must be approved not only by JaxWealth, but also by LPL Financial.

The Client is under no obligation to purchase or sell securities through JaxWealth Financial Advisors, in their separate capacity as registered representatives of LPL Financial. However, if the client chooses to implement an investment plan through LPL Financial, LPL Financial will earn commissions in addition to any fees paid for advisory services. Commissions may be higher or lower at LPL Financial than other broker-dealers. Under the rules and regulations of FINRA, LPL Financial has the obligation to perform certain supervisory functions regarding certain aspects of the advisory activities of Independent Advisor Representatives ("IARs") who are also registered representatives of LPL Financial. Registered representatives may be restricted to offering those products and services that have been reviewed and approved for offering to the public. Because JaxWealth associated persons are also registered representatives of LPL Financial, LPL Financial provides compliance and supervision support to the associated persons of JaxWealth. In addition, LPL Financial also provides the associated persons of JaxWealth, and therefore JaxWealth, with back-office operational, technology, and other administrative support.



JaxWealth recommends LPL Financial.

B. Research and Other Soft-Dollar Benefits.

LPL also makes available to JaxWealth other products and services that benefit JaxWealth but may not directly benefit the client's accounts. Many of these products and services may be used to service all or some substantial number of the client's accounts, including accounts not maintained at LPL. LPL's products and services that assist JaxWealth in managing and administering the client's accounts include software and other technology that (i) provide access to the client's 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 JaxWealth's fees from the client's accounts; and (v) assist with back-office functions, recordkeeping, and client reporting.

Services provided by LPL to JaxWealth include research (including mutual fund research, third-party research, and LPL's proprietary research), brokerage, custody, and access to mutual funds and other investments that are available only to institutional investors or would require a significantly higher minimum initial investment. In addition, LPL makes available software and other technologies that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution, provide research, pricing information, quotation services, and other market data, assist with contact management, facilitate payment of fees to the firm from client accounts, assist with performance reporting, facilitate trade allocation, and assist with back-office support, record-keeping, and client reporting. LPL also provides access to financial planning software, practice management consulting support, best execution assistance, consolidated statements

assistance, marketing and educational materials, technological and information technology support, and LPL corporate discounts. Many of these services are used to service all or a substantial number of JaxWealth's accounts.

LPL provides JaxWealth with other services intended to help the Advisor manage and further develop its business. Some of these services assist the Advisor to better monitor and service program accounts maintained at LPL Financial, however, many of these services benefit only JaxWealth, for example, services that assist JaxWealth in growing its business. These support services and/or products may be provided without cost, at a discount, and/or at a negotiated rate, and include practice management related publications; consulting services; attendance at conferences and seminars, meetings, and other educational and/or social events; marketing support; and other products and services used by JaxWealth in furtherance of the operation and development of its investment advisory business. LPL also provides other benefits such as educational events or occasional business entertainment of JaxWealth's personnel.

In evaluating whether to recommend the client's custody their assets at LPL, JaxWealth may take into account the availability of some of the foregoing products, services, and other arrangements as part of the total mix of factors it considers and not solely the nature, cost or quality of custody and brokerage services provided by LPL, which may create a potential conflict of interest.

JaxWealth addresses this conflict by conducting periodic reviews of a sampling of execution quality and commission rates, trade error rates, quality of client reporting, block trading, reputation, and financial strength of the broker-dealer.



C. Brokerage for Client Referrals.

JaxWealth receives no referrals from a broker-dealer or third-party in exchange for using that broker-dealer or third-party.

D. Aggregating (Block) Trading for Multiple Client Accounts.

If JaxWealth buys or sells the same securities on behalf of more than one client, then it may (but would be under no obligation to aggregate or bunch such securities in a single transaction for multiple clients in order to seek more favorable prices, lower brokerage commissions, or more efficient execution. In such case, JaxWealth would place an aggregate order with the broker on behalf of all such clients in order to ensure fairness for all clients; provided, however, that trades would be reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. JaxWealth would determine the appropriate number of shares and select the appropriate brokers consistent with its duty to seek best execution, except for those accounts with specific brokerage direction (if any).

D. Directed Brokerage.

LPL Financial will be the primary broker dealer and custodian JaxWealth recommends due to the relationship that its Financial Advisors have with LPL. LPL limits or restricts the broker dealer or custodian platforms for LPL registered representatives (that are also independently registered) due to LPL's duty to supervise the transactions implemented by those individuals.

If the client directs JaxWealth to use a specific firm for brokerage or custodial services or maintains an account with LPL because their Financial Advisor is affiliated with LPL, the client should be aware that there may be brokerage and execution services available elsewhere at

lower cost. The client should consider whether directing brokerage to a particular broker-dealer firm may result in certain costs or disadvantages, such as higher commissions, less favorable executions, or being limited in investment options.

If the client's account is invested in mutual funds or variable annuities, these directed brokerage arrangements might limit the investment options for JaxWealth's use in managing the client's account. The reasons for a brokerage firm to limit these options are many, such as the brokerage firm offers only its proprietary investment products or is paid a higher commission when the volume of a particular product attains a certain level. In addition, with directed brokerage arrangements, the client is responsible for negotiating the brokerage firm's commission rates and other fees.

Item 13: Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews.

The Advisor seeks to regularly engage the client and conduct and document an annual review. These reviews are provided by Daniel M. Ciez and/or his team of investment advisor representatives, or the client-specific IAR.

Advisory clients are provided frequent and regular communication and may receive (via email or regular mail) newsletters, clients corner, and potentially ad hoc videos and client letters. Each of these frequent and regular client touch points comes with a reminder/invitation for clients to reach out and schedule their annual review. Additionally, through the year, individual IAR's and/or advisory team members make an ongoing and continual effort to schedule and/or conduct client reviews.



Documented annual reviews can vary in their format based on what the respective Financial Advisor deems material.

However, the general JaxWealth review format consists of 4 parts:

Financial Status: A review of the client's bank money, consumer debt, comfort level with income, cash flow, portfolio withdrawals, significant lifestyle changes, relocation, job change, marriage, divorce, death, etc.

Investment Management: A review of the client's previous year, year to date, since inception returns. Confirmation of suitability, investment objective, and advisory fees. Review of the ongoing appropriateness of the advisory relationship. Review of investment policy statement. An opportunity to revisit, as appropriate, investment principles, philosophies, strategies, as well as perspective and outlook.

Financial Planning: Review and/or update clients' suite of financial planning documents as appropriate.

General and Miscellaneous: A review of the client's lifestyle, wellness, and any other updates as appropriate.

All financial planning accounts are reviewed upon financial plan creation and plan delivery by Daniel M. Ciez, President and/or his team of investment advisor representatives. Financial planning clients are provided a one-time financial plan concerning their financial situation. After the presentation of the plan, there may or may not be further reports. The client may request additional plans or reports for a fee.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts.

Reviews may be triggered by material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, physical move, or inheritance).

With respect to financial plans, JaxWealth's services will generally conclude upon delivery of the financial plan.

C. Content and Frequency of Regular Reports Provided to clients.

Each client of JaxWealth's advisory services will receive a quarterly report detailing the client's account, including assets held, asset value, and fees assessed. This written report will come from the custodian.

Each financial planning client will receive their financial plan upon completion.

Item 14: Client Referrals and Other Compensation

A. Economic Benefits Provided by Third-Parties for Advice Rendered to a Client (Includes Sales Awards or Other Prizes).

Some of the JaxWealth Financial Advisors are registered representatives of LPL Financial LLC, a registered Broker-Dealer, Member FINRA and SIPC. JaxWealth's associated persons sell securities in their separate capacity as registered representatives of LPL Financial. JaxWealth Financial Advisors suggests that clients place securities transactions through LPL Financial. If client transactions are executed through LPL Financial, then JaxWealth Financial Advisors and LPL Financial will share the normal commissions on investments, thus a conflict of interest exists between the JaxWealth Financial Advisor's



interests and that of the client. Clients are under no obligation to purchase products JaxWealth Financial Advisors may recommend through LPL Financial or various insurance companies.

Since JaxWealth Financial Advisors receive a commission on load funds held in non-advisory accounts, this represents an incentive to recommend load funds in favor of funds without a load. JaxWealth and/or its Financial Advisors are eligible to receive incentive-based awards such as trips to LPL Financial Educational Conferences or trips to conferences and seminars conducted by product sponsors. From time to time, JaxWealth may receive expense reimbursement for travel and/or marketing expenses from distributors of investment and/or insurance products. Travel expense reimbursements are typically a result of attendance at due diligence and/or investment training events hosted by product sponsors. Marketing expense reimbursements are typically the result of informal expense-sharing arrangements in which product sponsors may underwrite costs incurred for marketing such as advertising, publishing and seminar expenses. Although receipt of these travel and marketing expense reimbursements are not predicated upon specific sales quotas, the product sponsor reimbursements are typically made by those sponsors for whom sales have been made or it is anticipated sales will be made. To mitigate this conflict, JaxWealth makes clients aware of this conflict prior to engaging it for advisory services.

B. Compensation to Non – Advisory Personnel for Client Referrals.

JaxWealth does not directly or indirectly compensate any person who is not advisory personnel for client referrals.

Item 15: Custody

The Advisor does not maintain custody of the client's assets. The Custodian will send quarterly account statements to the client. Neither the Advisor nor its associated persons will accept delivery of the client's securities or funds in the name of the Advisor or its associated person.

Executing broker-dealers, custodians, or other investment vendors provide account statements and confirmations. The Advisor urges the client to compare statements received from custodians with any reports the Advisor may provide. If there are any differences, please contact the Advisor immediately for resolution.

Item 16: Investment Discretion

JaxWealth provides discretionary investment advisory services to the client. The advisory contract established with each client sets forth the discretionary authority for trading. Where investment discretion has been granted, JaxWealth generally manages the client's account and makes investment decisions without consultation with the client as to when the securities are to be bought or sold for the account, the total amount of the securities to be bought/sold, what securities to buy or sell, or the price per share. In some instances, JaxWealth's discretionary authority in making these determinations may be limited by conditions imposed by a client in investment guidelines or objectives, or client instructions otherwise provided to JaxWealth. JaxWealth reserves the right to disengage.

Item 17: Voting Client Securities (Proxy Voting)

JaxWealth does not vote proxies on behalf of the client. Clients will receive proxies or other



solicitations directly from their custodian to take any action. JaxWealth is available to answer questions regarding particular solicitations.

Item 18: Financial Information

Balance Sheet: JaxWealth neither requires nor solicits prepayment of more than \$1,200 in fees per client, six months or more in advance, and therefore is not required to include a balance sheet with this brochure.

Financial Conditions Reasonably Likely to Impair Ability to Meet Contractual Commitments to the Client: Neither JaxWealth nor its management has any financial condition that is likely to reasonably impair JaxWealth's ability to meet contractual commitments to the client.

Bankruptcy Petitions in Previous Ten Years:

JaxWealth has not been the subject of a bankruptcy petition in the last ten years.

ANY QUESTIONS?

The Advisor's Chief Compliance Officer, Daniel M. Ciez, remains available to address any questions that a client or prospective client may have regarding the above disclosures and arrangements. Should a client or prospective client have any questions, please contact Mr. Ciez at (904) 923-7526.