

## Form ADV Part 2A – Disclosure Brochure

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This Form ADV 2A (“Disclosure Brochure”) provides information about the qualifications and business practices of Ouellette Wealth Advisory, LLC (“Ouellette” or the “Advisor”). If you have any questions about the contents of this Disclosure Brochure, please contact us at 781-861-0766.

Ouellette is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The information in this Disclosure Brochure has not been approved or verified by the U.S. Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration of an investment advisor does not imply any specific level of skill or training. This Disclosure Brochure provides information about Ouellette to assist you in determining whether to retain the Advisor.

Additional information about Ouellette and its Advisory Persons is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor’s firm name or CRD# 289242.

## Item 2 – Material Changes

Form ADV 2 is divided into two parts: Part 2A (the "Disclosure Brochure") and Part 2B (the "Brochure Supplement"). The Disclosure Brochure provides information about a variety of topics relating to an Advisor's business practices and conflicts of interest. The Brochure Supplement provides information about Advisory Persons of Ouellette Wealth. For convenience, the Advisor has combined these documents into a single disclosure document.

Ouellette Wealth believes that communication and transparency are the foundation of its relationship with Clients and will continually strive to provide you with complete and accurate information at all times. Ouellette Wealth encourages all current and prospective clients to read this Disclosure Brochure and discuss any questions you may have with the Advisor.

### Material Changes

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

- The Advisor is transitioning from registration with the Commonwealth of Massachusetts to registration with the U.S. Securities and Exchange Commission due to the level of assets under management. Please see Item 4 for additional information.

### Future Changes

From time to time, the Advisor may amend this Disclosure Brochure to reflect changes in our business practices, changes in regulations or routine annual updates as required by the securities regulators. This complete Disclosure Brochure or a Summary of Material Changes shall be provided to you annually and if a material change occurs in the business practices of Ouellette.

At any time, you may view the current Disclosure Brochure on-line at the SEC's Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the Advisor's firm name or CRD#289242. You may also request a copy of this Disclosure Brochure at any time, by contacting the Advisor at 781-861-0766.

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## Item 4 – Advisory Services

### A. Firm Information

Ouellette Wealth Advisory, LLC (“Ouellette” or the “Advisor”) is a registered investment advisor with the U.S. Securities and Exchange Commission (“SEC”). The Advisor is organized as a limited liability company (“LLC”) under the laws of Massachusetts. Ouellette Wealth Advisory, LLC was founded in 2017 and is owned and operated by, Thomas J. Ouellette. This Disclosure Brochure provides information regarding the qualifications, business practices, and the advisory services provided by Ouellette.

### B. Advisory Services Offered

Ouellette Wealth Advisory, LLC offers investment advisory services to individuals, high net worth individuals, charitable organizations, trusts, and estates (each referred to as a “Client”). Clients may receive services with respect to investment accounts including IRAs which may be considered retirement assets.

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

### Account Portfolio Management

Ouellette provides customized investment advisory solutions for its Clients. This is achieved through personal Client contact and interaction while providing non-discretionary investment management and consulting services. Ouellette works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy. Ouellette will then construct a portfolio, consisting of low-cost, diversified mutual funds and/or exchange-traded funds (“ETFs”) to achieve the Client’s investment goals. The Advisor may also utilize individual stocks and bonds to meet the needs of its Clients. The Advisor does not recommend inverse or leveraged ETFs. The Advisor may retain certain legacy investments based on portfolio fit and/or tax considerations.

Ouellette’s investment approach is primarily long-term focused, but the Advisor may buy, sell or re-allocate positions that have been held less than one year to meet the objectives of the Client or due to market conditions. Ouellette will construct, implement and monitor the portfolio to ensure it meets the goals, objectives, circumstances, and risk tolerance agreed to by the Client. Each Client will have the opportunity to place reasonable restrictions on the types of investments to be held in their respective portfolio.

Ouellette may recommend, on occasion, redistributing investment allocations to diversify the portfolio. Ouellette may recommend specific positions to increase sector or asset class weightings. The Advisor may recommend employing cash positions as a possible hedge against market movement, which may adversely affect the portfolio. Ouellette may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of the Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client’s risk tolerance.

Client’s placed in the same or similar asset allocation percentage as other Client’s may have their securities traded simultaneously, depending on each instance, which may allow for operational efficiencies not available to Ouellette if Client securities were traded individually. If the securities are not traded simultaneously, some accounts may be

modified before others. This may result in accounts being traded earlier inadvertently have an advantage over accounts traded later.

At no time will Ouellette accept or maintain custody of a Client's funds or securities, except for the limited authority as outlined in Item 15 – Custody. All Client assets will be managed within their designated account[s] at the Custodian, pursuant to the Client's Investment Advisory Agreement, please see Item 12 – Brokerage Practices.

#### Cash Management Services

Ouellette offers Cash Management Services through the use of Cash and Cash Equivalents (CDs, Treasury Bills, Money Market Mutual Funds). Typically, Ouellette will recommend a Cash Management Account for a portion of Client assets outside of a Managed Account Program. The Advisor offers Cash Management Services through multiple online banks utilizing MaxMyInterest ("Max"), an online banking platform. Clients participating in this service will arrange for checks, transfers, or other sources of income to be deposited to an account held in their name at the banks utilized through Max. Through Max, Client funds are distributed to banks on the platform with the goal of achieving higher interest than they would otherwise obtain through traditional checking account[s].

#### Financial Planning and Consulting Services

Ouellette provides a variety of financial planning and consulting services to Clients, either as a component of investment management services, or pursuant to a written financial planning and consulting agreement. Services are offered in several areas of a Client's financial situation, depending on their goals and objectives.

Generally, such financial planning services will involve preparing a financial plan or rendering a financial consultation for Clients based on the Client's financial goals and objectives. This planning or consulting may encompass one or more areas of need, including, but not limited to investment planning, retirement planning, personal savings, education savings, insurance needs, and other areas of a Client's financial situation.

The Advisor may provide guidance on any type of security, depending on the needs, goals, financial situation and current positions held by a Client. The Advisor may also provide guidance on non-securities investment products, as appropriate. Financial planning and consulting recommendations poses a conflict between the interests of the Advisor and the interests of the Client. For example, the Advisor has an incentive to recommend that to Clients engage the Advisor for investment management services or to increase the level of investment assets with the Advisor, as it would increase the amount of advisory fees paid to the Advisor. Clients are not obligated to implement any recommendations made by the Advisor or maintain an ongoing relationship with the Advisor. If the Client elects to act on any of the recommendations made by the Advisor, the Client is under no obligation to implement the transaction through the Advisor.

#### **C. Client Account Management**

Prior to engaging Ouellette Wealth Advisory, LLC to provide advisory services, each Client is required to enter into one or more agreements with the Advisor that defines the terms, conditions, authority and responsibilities of the Advisor and the Client.

- Establishing an Investment Policy Guideline – Ouellette, in connection with the Client, will develop a strategy that seeks to achieve the Client's goals and objectives.
- Asset Allocation – Ouellette will develop a strategic asset allocation that is targeted to meet the investment objectives, time horizon, financial situation and tolerance for risk for each Client.
- Portfolio Construction – Ouellette will develop a portfolio for the Client that is intended to meet the stated goals and objectives of the Client.

- Investment Management and Supervision – Ouellette will provide investment management and ongoing oversight of the Client’s investment portfolio.

If you request, Ouellette may recommend the services of other professionals for implementation purposes. You are under no obligation to engage the services of any such recommended professional. You retain absolute discretion over all such implementation decisions and are free to accept or reject any recommendation from Ouellette. If you engage any professional recommended by Ouellette, and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from and against the engaged professional.

**D. Wrap Fee Programs**

Ouellette does not manage or place Client assets into a wrap fee program. Investment management services are provided directly by Ouellette.

**E. Assets Under Management**

As of February 28, 2021, Ouellette manages \$103,079,261 in Client assets, all of which are managed on a non-discretionary basis. Clients may request more current information at any time by contacting the Advisor.

**Item 5 – Fees and Compensation**

**A. Fees for Advisory Services**

Account Portfolio Management

Investment advisory fees are paid monthly or quarterly (the “Billing Period”) in advance of the calendar quarter or month or arrears of the calendar quarter or month end pursuant to the terms of the investment advisory agreement. Investment advisory fees are based on the market value of assets under management at the end of the prior calendar Billing Period. Investment advisory fees can range from 0.80% to 1.25%. Typical fees are as follows:

Assets Under Management	Annual Rate
\$0 to \$999,999	1.25%
\$1,000,000 to \$4,999,999	1.00%
\$5,000,000 and Over	0.80%

Investment advisory fees in the first Billing Period of service are prorated to the inception date of the account[s] to the end of the first Billing Period. Fees may be negotiable at the sole discretion of the Advisor. Depending upon various facts and circumstances specific to each Client, a Client’s fees may take into consideration the aggregate assets under management with the Advisor. All securities held in accounts managed by Ouellette will be independently valued by the Custodian. Ouellette will not have the authority or responsibility to value portfolio securities.

The Advisor’s fee is exclusive of, and in addition to brokerage commissions, transaction fees, and other related costs and expenses, which may be incurred by the Client. However, the Advisor shall not receive any portion of these commissions, fees, and costs. The hourly fees are determined after considering many factors, such as the level and scope of the services. All Clients, but especially those with smaller accounts, should be advised they may receive similar services from other professionals for higher or lower overall costs.

Fees for certain fee-based annuities are billed monthly or quarterly, in advance of the calendar quarter or month or arrears of the calendar quarter or month. Fees are calculated based on quarter-end or month-end valuations of the annuity as provided by the Custodian. Fees will be deducted from the Client accounts[s] by the Custodian. Clients provide written authorization permitting advisory fees to be deducted by the Custodian directly from their account[s]

and paid out to the Advisor as part of the investment advisory agreement and separate account forms provided by the Custodian. The Custodian shall send a quarterly invoice if the client is billed quarterly, or a monthly invoice if the client is billed monthly, indicating the amount of the fees to be deducted from the Client Account(s).

#### Cash Management Services

Cash management fees are paid quarterly, in advance of each calendar quarter, pursuant to the terms of the agreement. Cash management fees are based on the market value of assets under management at the end of the prior calendar quarter. Cash management service fees range from 0.10% to 0.20% annually based on the level of assets to be managed, and the overall relationship with the Advisor. Client's will be separately billed by Max 0.02% quarterly (with a minimum of \$12 quarterly).

#### Financial Planning and Consulting Services

Financial planning engagements are typically offered on a fixed fee basis ranging from \$500 to \$5,000 and are negotiable. If a special consulting project is requested, fees are charged at a rate of up to \$250 per hour. An estimate for total hours and/or total costs will be provided prior to engaging for these services. Financial planning fees may be negotiable at the sole discretion of the Advisor.

### **B. Fee Billing**

#### Account Portfolio Management

Investment advisory fees will be calculated by Advisor and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] for the Billing Period. The amount due is calculated by billed value x flat rate x (calendar days in the Billing Period/calendar days in billing year). Deposits and withdrawals (flows) are also taken in account calculatingly flow amount x flat rate x (flow day count/calendar days in billing year). Billed value is the last day of the previous Billing Period as reported by the custodian. In calculating the market value of a Client's assets, assets allocated to cash or a cash proxy, such as a money market account, will be included in the calculation of assets under management. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment advisory fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting advisory fees to be deducted by Ouellette to be paid directly from their account[s] held by the Custodian as part of the investment advisory agreement and separate account forms provided by the Custodian.

#### Cash Management Services

Cash management fees are calculated by the Advisor or its delegate and deducted from the Client's account[s] at the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client's account[s] at the beginning of the respective quarter. The amount due is calculated by applying the quarterly rate (annual rate divided by 4) to the total assets under management with Ouellette at the end of the prior quarter. Clients will be provided with a statement, at least quarterly, from the Custodian reflecting deduction of the investment cash management fee. Clients are urged to also review and compare the statement provided by the Advisor to the brokerage statement from the Custodian, as the Custodian does not perform a verification of fees. Clients provide written authorization permitting cash management fees to be deducted by Ouellette to be paid directly from their account[s] held by the Custodian as part of the cash management agreement and separate account forms provided by the Custodian.

#### Financial Planning and Consulting Services

Financial planning and consulting fees are invoiced by the Advisor and are due upon receipt. Clients are generally required to provide an advance deposit of 50% of the cost of the financial plan. Such deposit will not exceed \$2,500.00.

### **C. Other Fees and Expenses**

Clients may incur certain fees or charges imposed by third parties, other than Ouellette, in connection with investments made on behalf of Client account[s]. The Client is responsible for all securities execution and custody fees charged by the Custodian, if applicable. The Advisor's recommended custodian does not charge securities transaction fees for ETF and equity trades in Client accounts, but does charge for mutual funds and other types of investments. The investment advisory fee charged by Ouellette is separate and distinct from these custody and execution fees.

In addition, all fees paid to Ouellette for investment advisory services are separate and distinct from the expenses charged by mutual funds and ETFs to their shareholders, if applicable. These fees and expenses are described in each fund's prospectus. These fees and expenses will generally be used to pay management fees for the funds, other fund expenses, account administration (e.g., custody, brokerage and account reporting), and a possible distribution fee. A Client may be able to invest in these products directly, without the services of Ouellette, but would not receive the services provided by Ouellette which are designed, among other things, to assist the Client in determining which products or services are most appropriate to each Client's financial situation and objectives. Accordingly, the Client should review both the fees charged by the fund[s] and the fees charged by Ouellette to fully understand the total fees to be paid.

### **D. Advance Payment of Fees and Termination**

#### Account Portfolio Management

Ouellette is compensated for its services either in advance or at the end of the Billing Period in which investment advisory services are rendered. Either party may terminate the agreement, at any time, by providing written notice to the other party. The Client may also terminate within five (5) days of signing their Investment Advisory Agreement with Ouellette, without incurring fees. After the five-day period, the Client shall be responsible for Investment Advisory Fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid Investment Advisory Fees on a pro rata from the effective date of termination to the end of the Billing Period. For example, if a Client were to terminate an advisory agreement with 30 days left in a 91-day quarter, the fee deducted from the Client's account for the entire 91-day quarter would be divided by 91, and then multiplied by 30, the resulting amount being returned to the Client as unearned fee. The Client's Investment Advisory Agreement with the Advisor is non-transferable without Client's prior consent.

#### Cash Management Services

Ouellette is compensated for its services either in advance or at the end of the Billing Period in which cash management services are rendered. Either party may terminate the agreement, at any time, by providing written notice to the other party. The Client may also terminate within five (5) days of signing their Cash Management Agreement with Ouellette, without incurring fees. After the five-day period, the Client shall be responsible for cash management fees up to and including the effective date of termination. Upon termination, the Advisor will refund any unearned, prepaid Investment Advisory Fees on a pro rata from the effective date of termination to the end of the Billing Period. For example, if a Client were to terminate an advisory agreement with 30 days left in a 91-day quarter, the fee deducted from the Client's account for the entire 91-day quarter would be divided by 91, and then multiplied by 30, the resulting amount being returned to the Client as unearned fee. The Client's Cash Management Agreement with the Advisor is non-transferable without Client's prior consent. Client's will be separately billed by Max.



### Financial Planning and Consulting Services

As noted above, Clients are generally required to provide an advance deposit of 50% of the cost of the financial plan. In the event that a Client should wish to cancel the financial planning agreement under which any plan is being created, the Client shall be billed for actual hours worked at the agreed upon hourly rate. Either party may terminate a planning or consulting agreement at any time by providing written notice to the other party. The Client may also terminate within five (5) days of signing the Advisor's financial planning or consulting agreement without incurring fees. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Refunds will be given on a pro-rata basis. The agreement for financial planning services is effectively terminated upon the presentation of the financial plan or specific deliverables included in the agreement. The Client's financial planning or consulting agreement with the Advisor is non-transferable without Client's prior consent.

Clients whose fees are directly debited will provide written authorization to debit advisory fees directly from their accounts held by a qualified custodian chosen by the Client. Each Billing Period, Clients will receive a bill itemizing the fees to be debited, including the formula used to calculate the fee, the amount of assets the fee is based, and the time period covered by the fee. The invoice will also state that the fee was not independently calculated by the Custodian. The Client will also receive a statement from their account Custodian showing all transactions in their account, including the fee.

Ouellette will cease to perform services, including processing trades and distributions, upon termination. Assets not transferred from terminated accounts within 30 (thirty) days of termination may be "de-linked", meaning they will no longer be visible to Ouellette and will become a retail account with the Custodian.

### **E. Compensation for Sales of Securities**

Ouellette does not buy or sell securities to earn commissions and does not receive any compensation for securities transactions in any Client account, other than the investment advisory fees noted above.

### Broker-Dealer Affiliations

Certain Supervised Persons of Ouellette are registered representatives or principals of Triad Advisors, LLC. ("Triad") of Norcross, GA. Triad is a registered broker-dealer (CRD No. 25803), member FINRA/SIPC. In their separate capacity as registered representatives and principals of Triad, Ouellette's employees' will receive commissions for the implementation of recommendations for commissionable transactions. Depending on the needs and preferences of each Client, Ouellette may recommend investment implementation directly through the fee-based offerings of Ouellette or through Triad's brokerage (commission-based) platform. Clients are not obligated to implement any recommendation provided by Ouellette. The Advisor will not earn investment advisory fees in connection with any services implemented by Ouellette where commissions are earned. Registered representatives and principals spend approximately 40% of their business time on this activity.

### Insurance Agency Affiliations

Certain Supervised Persons of Ouellette are also licensed insurance professionals. This activity is done separate and apart from their role with the Advisor. As insurance professionals, Advisory Persons of Ouellette will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset advisory fees paid to Ouellette. This practice presents a conflict of interest in recommending certain products of the insurance companies. The Advisor attempts to mitigate the conflict of interest by requiring Advisory Persons to acknowledge in the firm's Code of Ethics, their individual fiduciary duty to the Clients of the Advisor, which requires that employees put the interests of Clients ahead of their own. Clients are under no

obligation to implement any recommendations made by these professionals or the Advisor. Advisory Persons of Ouellette spend less than 1% of their business time on this activity.

## **Item 6 – Performance-Based Fees**

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

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

## **Item 7 – Types of Clients**

Ouellette provides investment advisory services to individual, high net worth individuals, charitable organizations, trusts, and estates. The amount of each type of Client is available on the Advisor's Form ADV Part 1A. These amounts may change over time and are updated at least annually by the Advisor. Ouellette generally does not impose a minimum relationship size.

## **Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss**

### **A. Methods of Analysis**

Ouellette primarily employs a fundamental analysis method in developing investment strategies for its Clients. Research and analysis from Ouellette are derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses press releases and research prepared by others.

*Fundamental analysis* utilizes economic and business indicators as investment selection criteria. This criteria consists generally of ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps the Advisor in evaluating a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance. The Advisor monitors these economic indicators to determine if adjustments to strategic allocations are appropriate. More details on the Advisor's review process are included below in Item 13 – Review of Accounts.

As noted above, Ouellette generally employs a long-term investment strategy for its Clients, as consistent with their financial goals. Ouellette will typically hold all or a portion of a security for more than a year but may hold for shorter periods for the purpose of rebalancing a portfolio or meeting the cash needs of Clients. At times, Ouellette may also buy and sell positions that are more short-term in nature, depending on the goals of the Client and/or the fundamentals of the security, sector or asset class.

Additionally, part of the Ouellette process includes, where appropriate, involving multiple generations in order to facilitate family financial planning. This can increase the financial education of the later generations and manage expectations. However, potential for conflicts of interest exist with the exchange of intergenerational information.

Ouellette attempts to minimize these conflicts by treating each household as its own fiduciary relationship. Information can only be shared across generations with each household's consent.

## **B. Risk of Loss**

**All investing carries a risk of loss, including a loss of principal that Clients should be prepared to bear.** Regardless of the amount of expertise the Advisor has, or the diligence with which it approaches in the rendering of investment advice, Client accounts may not always increase in value, and may decrease in value, including the possibility of a total loss. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. Ouellette will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals. Please see Item 8.B. for risks associated with the Advisor's investment strategies as well as general risks of investing.

Each Client engagement will entail a review of the Clients' investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Clients' account[s]. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account[s]. The Advisor shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform the Advisor of any changes in financial condition, goals or other factors that may affect this analysis.

The risks associated with a particular strategy are provided to each Client in advance of investing Client accounts. The Advisor will work with each Client to determine their tolerance for risk as part of the portfolio construction process. There are always risks to investing. It is impossible to name all possible types of risks. Following are some of the risks associated with the Advisor's investment approach:

**Political Risks.** Most investments have a global component, even domestic stocks. Political events anywhere in the world may have unforeseen consequences to markets around the world.

**General Market Risks.** Markets can, as a whole, go up or down on various news releases or for no understandable reason at all. This sometimes means that the price of specific securities could go up or down without real reason and may take some time to recover any lost value. Adding additional securities does not help to minimize this risk since all securities may be affected by market fluctuations.

**Currency Risk.** When investing in another country using another currency, the changes in the value of the currency can change the value of your security value in your portfolio.

**Regulatory Risk.** Changes in laws and regulations from any government can change the value of a given company and its accompanying securities. Certain industries are more susceptible to government regulation. Changes in zoning, tax structure or laws impact the return on these investments.

**Purchasing Power Risk.** Purchasing power risk is the risk that your investment's value will decline as the price of goods rises (inflation). The investment's value itself does not decline, but its relative value does, which is the same thing. Inflation can happen for a variety of complex reasons, including a growing economy and a rising money supply.

**Business Risk.** This can be thought of as certainty or uncertainty of income. Management comes under business risk. Cyclical companies (like automobile companies) have more business risk because of the less steady income stream. On the other hand, fast food chains tend to have steadier income streams and therefore, less business risk.

**Financial Risk.** The amount of debt or leverage determines the financial risk of a company.

**Default Risk.** This risk pertains to the ability of a company to service their debt. Ratings provided by several rating services help to identify those companies with more risk. Obligations of the U.S. government are said to be free of default risk.

**Information Risk.** All investment professionals rely on research in order to make conclusions about investment options. This research is always a mix of both internal (proprietary) and external (provided by third parties) data and analyses. Even an adviser who says they rely solely on proprietary research must still collect data from third parties. This data, or outside research is chosen for its perceived reliability, but there is no guarantee that the data or research will be completely accurate. Failure in data accuracy or research will translate to a compromised ability by the adviser to reach satisfactory investment conclusions.

**Small Companies.** Some investment opportunities in the marketplace involve smaller issuers. These companies may be starting up or are historically small. While these companies sometimes have potential for outsized returns, they also have the potential for losses because the reasons the company is small are also risks to the company's future. For example, a company's management may lack experience, or the company's capital for growth may be restricted. These small companies also tend to trade less frequently than larger companies, which can add to the risks associated with their securities because the ability to sell them at an appropriate price may be limited as compared to the markets as a whole. Not only do these companies have investment risk, if a Client is invested in such small companies and requests immediate or short-term liquidity, these securities may require a significant discount to value in order to be sold in a shorter time frame.

**Concentration Risk.** While Ouellette selects individual securities for Client portfolios based on an individualized assessment of each security, this evaluation comes without an overlay of general economic or sector specific issue analysis. This means that a Client's portfolio may be concentrated in a specific sector, geography, or sub-sector (among other types of potential concentrations), so that if an unexpected event occurs that affects that specific sector or geography, for example, the Client's portfolio may be affected negatively, including significant losses.

**Transition Risk.** As assets are transitioned from a Client's prior advisers to Ouellette there may be securities and other investments that do not fit within the asset allocation strategy selected for the Client. Accordingly, these investments will need to be sold in order to reposition the portfolio into the asset allocation strategy selected by Ouellette. However, this transition process may take some time to accomplish. Some investments may not be unwound for a lengthy period of time for a variety of reasons that may include unwarranted low share prices, restrictions on trading, contractual restrictions on liquidity, or market-related liquidity concerns. In some cases, there may be securities or investments that are never able to be sold. The inability to transition a Client's holdings into recommendations of Ouellette may adversely affect the Client's account values, as Ouellette's recommendations may not be able to be fully implemented.

**Restriction Risk.** Clients may at all times place reasonable restrictions on the management of their accounts. However, placing these restrictions may make managing the accounts more difficult, thus lowering the potential for returns.

**Risks Related to Investment Term & Liquidity.** Securities do not follow a straight line up in value. All securities will have periods of time when the current price of the security is not an accurate measure of its value. If you require us to liquidate your portfolio during one of these periods, you will not realize as much value as you would have had the investment had the opportunity to regain its value. Further, some investments are made with the intention of the

investment appreciating over an extended period of time. Liquidating these investments prior to their intended time horizon may result in losses.

**Market Risks.** The value of a Client's holdings may fluctuate in response to events specific to companies or markets, as well as economic, political, or social events in the U.S. and abroad. This risk is linked to the performance of the overall financial markets.

**ETF Risks.** The performance of ETFs is subject to market risk, including the possible loss of principal. The price of the ETFs will fluctuate with the price of the underlying securities that make up the funds. In addition, ETFs have a trading risk based on the loss of cost efficiency if the ETFs are traded actively and a liquidity risk if the ETFs has a large bid-ask spread and low trading volume. The price of an ETF fluctuates based upon the market movements and may dissociate from the index being tracked by the ETF or the price of the underlying investments. An ETF purchased or sold at one point in the day may have a different price than the same ETF purchased or sold a short time later. There is also a risk that Authorized Participants are unable to fulfill their responsibilities. Authorized Participants are one of the major parties involved with ETF creation/redemption mechanism in the markets. The Authorized Participants play a critical role in the liquidity of ETFs and essentially have the exclusive right to change the supply of ETF shares in the market. If the Authorized Participants does not fulfill this expected role, there could be an adverse impact on liquidity and the valuation of an ETF.

**Mutual Fund Risks.** The performance of mutual funds is subject to market risk, including the possible loss of principal. The value of the mutual funds will fluctuate with the value of the underlying securities that make up the funds. The value of a mutual fund is typically set daily therefore a mutual fund purchased at one point in the day will typically have the same value as a mutual fund purchased later that same day.

**Use of Margin.** Ouellette does not recommend the use of margin as a way to enhance returns. In limited circumstances, it may be desired by a Client. To the extent that a Client authorizes the use of margin, and margin is thereafter employed by Ouellette in the management of the Client's investment portfolio, the market value of the Client's account and corresponding fee payable by the Client to Ouellette will be increased.

While the use of margin borrowing can substantially improve returns, such use may also increase the adverse impact to which a Client's portfolio may be subject. Borrowings will usually be from securities brokers and dealers and will typically be secured by the Client's securities and/or other assets. Under certain circumstances, such a broker-dealer may demand an increase in the collateral that secures the Client's obligations and if the Client were unable to provide additional collateral, the broker-dealer could liquidate assets held in the account to satisfy the Client's obligations to the broker-dealer. Liquidation in that manner could have extremely adverse consequences. In addition, the amount of the Client's borrowings and the interest rates on those borrowings, which will fluctuate, will have a significant effect on the Client's profitability.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

## **Item 9 – Disciplinary Information**

**There are no legal, regulatory or disciplinary events involving Ouellette or any of its management persons.** Ouellette values the trust you place in the Advisor. The Advisor encourages Clients to perform the requisite due diligence on any advisor or service provider that the Client engages. The backgrounds of the Advisor and its Advisory Persons are available on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with the firm

name or CRD #289242. You may also research the background of Ouellette Principal, Thomas J Ouellette by searching with his full name or his Individual CRD #2393313. In addition, Clients may also obtain information relating to the disciplinary history of any investment advisor representative conducting business in Massachusetts by contacting the Commonwealth of Massachusetts Securities Division at (617) 727-3548.

## **Item 10 – Other Financial Activities and Affiliations**

### Broker-Dealer Affiliations

Certain Supervised Persons of Ouellette are registered representatives or principals of Triad. In their separate capacity as registered representatives and principals of Triad, Ouellette’s employees’ will receive commissions for the implementation of recommendations for commissionable transactions. Depending on the needs and preferences of each Client, Ouellette may recommend investment implementation directly through the fee-based offerings of Ouellette or through Triad’s brokerage (commission-based) platform. Clients are not obligated to implement any recommendation provided by Ouellette. The Advisor will not earn investment advisory fees in connection with any services implemented by Ouellette where commissions are earned. Registered representatives and principals spend approximately 40% of their business time on this activity.

Investment advisory fees and brokerage commissions charged for ongoing investment management do not offset financial planning fees paid to Ouellette. The receipt of additional fees is a conflict of interest, and Clients should be aware of this conflict when considering whether to engage the Advisor or utilize Ouellette to implement any investment recommendations. The Advisor attempts to mitigate the conflict of interest by requiring employees to acknowledge in the firm’s Code of Ethics, their individual fiduciary duty to the Clients of the Advisor, which requires that employees put the interests of Clients ahead of their own.

### Insurance Agency Affiliations

Certain Supervised Persons of Ouellette are also licensed insurance professionals. This activity is done separate and apart from their role with the Advisor. As insurance professionals, Advisory Persons of Ouellette will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Commissions generated by insurance sales do not offset advisory fees paid to Ouellette. This practice presents a conflict of interest in recommending certain products of the insurance companies. The Advisor attempts to mitigate the conflict of interest by requiring Advisory Persons to acknowledge in the firm’s Code of Ethics, their individual fiduciary duty to the Clients of the Advisor, which requires that employees put the interests of Clients ahead of their own. Clients are under no obligation to implement any recommendations made by these professionals or the Advisor. Advisory Persons of Ouellette spend less than 1% of their business time on this activity.

## **Item 11 – Code of Ethics, Participation in Client Transactions and Personal Trading**

### **A. Code of Ethics**

Ouellette has implemented a Code of Ethics (the “Code”) that defines the Advisor’s fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with Ouellette (“Supervised Persons”). The Code was developed to provide general ethical guidelines and specific instructions regarding the Advisor’s duties to the Client. Ouellette and its personnel owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of Ouellette associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code covers a range of topics that may include; general ethical principles, reporting personal securities trading, exceptions to reporting securities trading, reportable securities, initial public offerings and private placements, reporting ethical violations, distribution of the Code, review and enforcement processes, amendments to

Form ADV and supervisory procedures. Ouellette has written its Code to meet and exceed regulatory standards. To request a copy of Code, please contact the Advisor at (781) 861-0766.

#### **B. Personal Trading and Conflicts of Interest**

Ouellette allows Supervised Persons to purchase or sell the same securities that may be recommended to Clients. Owning the same securities that we recommend to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. As noted above, we have adopted, consistent with Section 204A of the Investment Advisers Act of 1940, a Code of Ethics, which addresses insider trading (material non-public information controls) and personal securities reporting procedures.

We have also adopted written policies and procedures to detect the misuse of material, non-public information. We may have an interest or position in certain securities, which may also be recommended to you.

At no time, will Ouellette or any Supervised Person of Ouellette, transact in any security to the detriment of any Client. In every situation, Client needs are considered first and the securities are widely held and publicly traded.

#### **C. Personal Trading in Same Securities as Clients**

Ouellette allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities, we recommend (purchase or sell) to Clients presents a conflict of interest that, as fiduciaries, must be disclosed to the Client and mitigate through policies and procedures. As noted above, the Advisor has adopted the Code to address insider trading (material non-public information controls); gifts and entertainment; outside business activities and personal securities reporting. When trading for personal accounts, Supervised Persons have a conflict of interest if trading in the same securities. The fiduciary duty to act in the best interest of its Clients can be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information. This risk is mitigated by Ouellette requiring reporting of personal securities trades by its Supervised Persons for review by the Chief Compliance Officer ("CCO") or delegate. The Advisor has also adopted written policies and procedures to detect the misuse of material, non-public information.

#### **D. Personal Trading at Same Time as Client**

While Ouellette allows Supervised Persons to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients, such trades are typically aggregated with Client orders or traded afterward. **At no time will Ouellette, or any Supervised Person of Ouellette, transact in any security to the detriment of any Client.**

## **Item 12 – Brokerage Practices**

#### **A. Recommendation of Broker-Dealer**

Ouellette does not have discretionary authority to select the broker-dealer/custodian for custody and execution services. The Client will engage the broker-dealer/custodian (herein the "Custodian") to safeguard Client assets and authorize Ouellette to direct trades to the Custodian as agreed upon in the investment advisory agreement. Further, Ouellette does not have the discretionary authority to negotiate commissions on behalf of Clients on a trade-by-trade basis.

Where Ouellette does not exercise discretion over the selection of the Custodian, it may recommend the Custodian to Clients for custody and execution services. Clients are not obligated to use the Custodian recommended by the Advisor and will not incur any extra fee or cost associated with using a custodian not recommended by Ouellette. However, the Advisor may be limited in the services it can provide if the recommended Custodian is not engaged.

Ouellette may recommend the Custodian based on criteria such as, but not limited to, reasonableness of commissions charged to the Client, services made available to the Client, its reputation and/or the location of the Custodian's offices.

Ouellette will generally recommend that Clients establish their account[s] at TD Ameritrade Institutional, a division of TD Ameritrade, Inc TD Ameritrade a FINRA-registered broker-dealer and member SIPC. TD Ameritrade will serve as the Client's "qualified custodian". Ouellette maintains an institutional relationship with TD Ameritrade whereby the Advisor receives economic benefits from TD Ameritrade. Please see Item 14 below.

As registered representatives of Triad, the Advisor may be limited in using other broker-dealers/custodians as Triad must approve the use of any outside broker-dealer/custodian.

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

1. **Soft Dollars** – Soft dollars are revenue programs offered by broker-dealers/custodians whereby an advisor enters into an agreement to place security trades with a broker-dealer/custodian in exchange for research and other services. **Ouellette does not participate in soft dollar programs sponsored or offered by any broker-dealer/custodian. However, the Advisor receives certain economic benefits from the Custodian. Please see Item 14 below.**

2. **Brokerage Referrals** – Ouellette does not receive any compensation from any third party in connection with the recommendation for establishing an account.

3. **Directed Brokerage** – All Clients are serviced on a "directed brokerage basis", where Ouellette will place trades within the established account[s] at the Custodian designated by the Client. Further, all Client accounts are traded within their respective account[s]. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). Ouellette will not be obligated to select competitive bids on securities transactions and does not have an obligation to seek the lowest available transaction costs. These costs are determined by the Custodian.

#### **B. Aggregating and Allocating Trades**

Ouellette will execute its transactions through the Custodian as authorized by the Client. Ouellette does not aggregate orders in a block trade.

### **Item 13 – Review of Accounts**

#### **A. Frequency of Reviews**

Securities in Client accounts are monitored on a regular and continuous basis by Thomas J Ouellette, Chief Compliance Officer of Ouellette. Formal reviews are generally conducted at least annually or more frequently depending on the needs of the Client. If a Client wishes to engage the Advisor for an additional or ongoing review of their financial plan, each review may require a new financial planning agreement.

#### **B. Causes for Reviews**

In addition to the investment monitoring noted in Item 13.A., each Client account shall be reviewed at least annually. Reviews may be conducted more frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account[s]. The Client is encouraged to notify Ouellette if changes occur in his/her personal financial



situation. There are no specific intervals or events that will result in an automatic review by the Advisor, except as may be agreed with a particular Client.

### **C. Review Reports**

The Client will receive statements no less than quarterly from the Custodian. These brokerage statements are sent directly from the Custodian to the Client. The Client may also establish electronic access to the Custodian's website so that the Client may view these reports and their account activity. Client statements will include all positions, transactions and fees relating to the Client's account[s].

## **Item 14 - Client Referrals and Other Compensation**

### **A. Compensation Received by Ouellette**

#### Participation in Institutional Advisor Platform

As disclosed under Item 12, above, the Advisor participates in TD Ameritrade's institutional customer program and the Advisor may recommend TD Ameritrade to Clients for custody and brokerage services. There is no direct link between the Advisor's participation in the program and the investment advice it gives to its Clients, although the Advisor receives economic benefits through its participation in the program that are typically not available to TD Ameritrade retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate Client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving the Advisor participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to Client accounts); the ability to have advisory fees deducted directly from Client accounts; access to an electronic communications network for Client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to the Advisor by third party vendors. TD Ameritrade may also have paid for business consulting and professional services received by the Advisor's related persons. Some of the products and services made available by TD Ameritrade through the program may benefit the Advisor but may not benefit its Client accounts. These products or services may assist the Advisor in managing and administering Client accounts, including accounts not maintained at TD Ameritrade. Other services made available by TD Ameritrade are intended to help the Advisor manage and further develop its business enterprise. The benefits received by the Advisor or its personnel through participation in the program do not depend on the amount of brokerage transactions directed to TD Ameritrade. As part of its fiduciary duties to clients, the Advisor endeavors at all times to put the interests of its clients first. Clients should be aware, however, that the receipt of economic benefits by the Advisor or its related persons in and of itself creates a conflict of interest and may indirectly influence the Advisor's choice of TD Ameritrade for custody and brokerage services.

### **B. Client Referrals from Solicitors**

Ouellette does not engage paid solicitors for Client referrals.

## **Item 15 - Custody**

Ouellette does not accept or maintain custody of any Client accounts, except for the authorized deduction of the Advisor's fees. All Clients must place their assets with a "qualified custodian". Clients are required to engage the Custodian to retain their funds and securities and direct Ouellette to utilize that Custodian for the Client's security transactions. We encourage Clients to carefully review the statements and confirmations sent to them by their Custodian, and to compare the information on your quarterly report prepared by Ouellette against the information in

the statements provided directly from TD Ameritrade. Please alert us of any discrepancies. For more information about custodians and brokerage practices, see Item 12 – Brokerage Practices.

If the Client gives the Advisor authority to move money from one account to another account, the Advisor may have custody of those assets. In order to avoid additional regulatory requirements, the Custodian and the Advisor have adopted safeguards to ensure that the money movements are completed in accordance with the Client’s instructions.

### **Item 16 – Investment Discretion**

Ouellette does not have discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by Ouellette. Ouellette has Non-Discretionary accounts only.

### **Item 17 – Voting Client Securities**

Ouellette Financial will not accept authority to vote Client securities. Clients will receive their proxies directly from the custodian for the Client account. Clients are required to vote proxies related to their investments, or to choose not to vote their proxies. Ouellette will not give Clients advice on how to vote proxies. Copies of our Proxy Voting Policies and procedures are available upon request from time to time, shareholders of stocks, mutual funds, ETFs or other securities may be permitted to vote on various types of corporate actions. Examples of these actions include mergers, tender offers, or board elections

### **Item 18 – Financial Information**

Neither Ouellette, nor its management has any adverse financial situations that would reasonably impair the ability of Ouellette to meet all obligations to its Clients. Neither Ouellette, nor any of its Advisory Persons, have been subject to a bankruptcy or financial compromise. Ouellette is not required to deliver a balance sheet along with this Disclosure Brochure as the firm does not collect \$1200 or more in advance fees for services to be performed six months or more in the future.

## Form ADV Part 2B – Brochure Supplement

for

**Thomas J. Ouellette, CFS<sup>®</sup>, LUTCF<sup>®</sup>, CRPC<sup>®</sup>, AIF<sup>®</sup>  
Managing Principal, Chief Compliance Officer**

**Effective: March 26, 2021**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Thomas J. Ouellette (CRD# 2393313) in addition to the information contained in the Ouellette Wealth Advisory, LLC (“Ouellette Wealth” or the “Advisor”, CRD# 289242) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Ouellette Wealth Disclosure Brochure or this Brochure Supplement, please contact us at (781) 861-0766.

Additional information about Mr. Ouellette is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 2393313.

## Item 2 – Educational Background and Business Experience

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Thomas J. Ouellette, born in 1971, is dedicated to advising Clients of Ouellette Wealth as its Managing Principal and Chief Compliance Officer. Mr. Ouellette earned his Bachelor of Arts from College of the Holy Cross in 1993. Additional information regarding Mr. Ouellette’s employment history is included below.

### Employment History:

Managing Principal and Chief Compliance Officer, Ouellette Wealth Advisory, LLC	09/2017 to Present
Registered Representative, Triad Advisors, LLC.	11/2015 to Present
Registered Representative, LPL Financial	05/1995 to 11/2015

### Certified Fund Specialist (CFS®)

The CFS designation is issued by the Institute of Business & Finance. In order to acquire the designation, an individual must complete hold a Bachelor's degree or complete 2,000 hours of financial services work experience and complete three exams (online, proctored) and a case study. Designees must renew their designation every two-years by completing 30 hours of continuing education.

### Life Underwriter Training Council Fellow (LUTCF®)

The LUTCF designation is jointly conferred by the College for Financial Planning and the national Association of Insurance and Financial Advisors (NAIFA). In order to acquire the designation, an individual must be a member in good standing with NAIFA, completed a final exam for each course (online, proctored). Designees are required to renew their designation every two-years by completing 3 hours of ethics related continuing education

### Chartered Retirement Planning Counselor (CRPC®)

Individuals who hold the CRPC® designation have completed a course of study encompassing pre-and post-retirement needs, asset management, estate planning and the entire retirement planning process using models and techniques from real Client situations. Additionally, individuals must pass an end-of-course examination that tests their ability to synthesize complex concepts and apply theoretical concepts to real-life situations. All designees have agreed to adhere to Standards of Professional Conduct and are subject to a disciplinary process. Designees renew their designation every two-years by completing 16 hours of continuing education, reaffirming adherence to the Standards of Professional Conduct and complying with self-disclosure requirements.

### Accredited Investment Fiduciary™ (“AIF®”)

The AIF® mark is held by the Center for Fiduciary Studies, LLC, a Fiduciary360 (fi360) company.

The professional designations awarded by fi360 demonstrate the focus on all the components of a comprehensive investment process, related fiduciary standards of care, and commitment to excellence. AIF® designees undergo an initial training program, annual continuing education, and pledge to abide by the designation's code of ethics.

Since October 2002, the Accredited Investment Fiduciary™ (AIF®) designation has been the mark of commitment to a standard of fiduciary investment excellence. Those who earn the AIF® mark successfully complete a specialized program on investment fiduciary standards of care and subsequently passed a comprehensive examination. AIF® designees demonstrate a thorough understanding of fi360's Prudent Practices for investment advisors and stewards.

### **Item 3 – Disciplinary Information**

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*There are no legal, civil or disciplinary events to disclose regarding Mr. Ouellette.* Mr. Ouellette has never been involved in any regulatory, civil or criminal action. There have been no Client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Ouellette.

Securities laws require an advisor to disclose any instances where the advisor or its Advisory Persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. *As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Ouellette.*

However, we do encourage you to independently view the background of Mr. Ouellette on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 2393313.

### **Item 4 – Other Business Activity**

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#### Broker-Dealer Affiliation

Mr. Ouellette is also a registered representative of Triad Advisors, LLC. (“Triad”). Triad is a registered broker-dealer (CRD# 25803), member FINRA, SIPC. In Mr. Ouellette’s separate capacity as a registered representative, Mr. Ouellette will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Ouellette. Neither the Advisor nor Mr. Ouellette will earn ongoing investment advisory fees in connection with any products or services implemented in Mr. Ouellette’s separate capacity as a registered representative.

#### Insurance Agency Affiliations

Mr. Ouellette is also a licensed insurance professional. Implementations of insurance recommendations are separate and apart Mr. Ouellette’s role with Ouellette Wealth. As an insurance professional, Mr. Ouellette will receive customary commissions and other related revenues from the various insurance companies whose products are sold. Mr. Ouellette is not required to offer the products of any particular insurance company. Commissions generated by insurance sales do not offset regular advisory fees. This may cause a conflict of interest in recommending certain products of the insurance companies. Clients are under no obligation to implement any recommendations made by Mr. Ouellette or the Advisor.

### **Item 5 – Additional Compensation**

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Mr. Ouellette has additional business activities where compensation is received that are detailed in Item 4 above.

### **Item 6 – Supervision**

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Mr. Ouellette serves as the Managing Principal and Chief Compliance Officer of Ouellette Wealth. Mr. Ouellette can be reached at (781) 861-0766.

Ouellette Wealth has implemented a Code of Ethics, an internal compliance document, that guides each Supervised Person in meeting their fiduciary obligations to Clients of Ouellette Wealth. Further, Ouellette Wealth is subject to regulatory oversight by various agencies. These agencies require registration by Ouellette Wealth and its Supervised

Persons. As a registered entity, Ouellette Wealth is subject to examinations by regulators, which may be announced or unannounced. Ouellette Wealth is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

**Item 1 – Cover Page**

**Form ADV Part 2B – Brochure Supplement**

for

**Paul L. Gaudio  
Client Relationship Specialist**

**Effective: March 26, 2021**

This Form ADV 2B (“Brochure Supplement”) provides information about the background and qualifications of Paul L. Gaudio (CRD# 6820698) in addition to the information contained in the Ouellette Wealth Advisory, LLC (“Ouellette Wealth” or the “Advisor”, CRD# 289242) Disclosure Brochure. If you have not received a copy of the Disclosure Brochure or if you have any questions about the contents of the Ouellette Wealth Disclosure Brochure or this Brochure Supplement, please contact us at (781) 861-0766.

Additional information about Mr. Gaudio is available on the SEC’s Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6820698.

## Item 2 – Educational Background and Business Experience

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Paul L. Gaudio, born in 1995, is dedicated to advising Clients of Ouellette Wealth as a Client Relationship Specialist. Mr. Gaudio earned a Bachelor of Arts from the College of The Holy Cross in 2017. Additional information regarding Mr. Gaudio’s employment history is included below.

### Employment History:

Client Relationship Specialist, Ouellette Wealth Advisory, LLC	06/2017 to Present
Student, College of the Holy Cross	09/2013 to 05/2017

## Item 3 – Disciplinary Information

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*There are no legal, civil or disciplinary events to disclose regarding Mr. Gaudio.* Mr. Gaudio has never been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against Mr. Gaudio.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. *As previously noted, there are no legal, civil or disciplinary events to disclose regarding Mr. Gaudio.*

However, we do encourage you to independently view the background of Mr. Gaudio on the Investment Adviser Public Disclosure website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) by searching with his full name or his Individual CRD# 6820698.

## Item 4 – Other Business Activities

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### Broker-Dealer Affiliation

Mr. Gaudio is also a registered representative of Triad Advisors, LLC. (“Triad”). Triad is a registered broker-dealer (CRD# 25803), member FINRA, SIPC. In Mr. Gaudio’s separate capacity as a registered representative, Mr. Gaudio will receive commissions for the implementation of recommendations for commissionable transactions. Clients are not obligated to implement any recommendation provided by Mr. Gaudio. Neither the Advisor nor Mr. Gaudio will earn ongoing investment advisory fees in connection with any products or services implemented in Mr. Gaudio’s separate capacity as a registered representative.

## Item 5 – Additional Compensation

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Mr. Gaudio has additional business activities where compensation is received that are detailed in Item 4 above.

## Item 6 – Supervision

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Mr. Gaudio serves as the Client Relationship Specialist of Ouellette Wealth and is supervised by Thomas Ouellette, the Chief Compliance Officer. Mr. Ouellette can be reached at (781) 861-0766.



Ouellette Wealth has implemented a Code of Ethics, an internal compliance document, that guides each Supervised Person in meeting their fiduciary obligations to Clients of Ouellette Wealth. Further, Ouellette Wealth is subject to regulatory oversight by various agencies. These agencies require registration by Ouellette Wealth and its Supervised Persons. As a registered entity, Ouellette Wealth is subject to examinations by regulators, which may be announced or unannounced. Ouellette Wealth is required to periodically update the information provided to these agencies and to provide various reports regarding the business activities and assets of the Advisor.

# Privacy Policy

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Effective: March 28, 2021

## Our Commitment to You

Ouellette Wealth Advisory, LLC (“Ouellette Wealth” or the “Advisor”) is committed to safeguarding the use of personal information of our Clients (also referred to as “you” and “your”) that we obtain as your Investment Advisor, as described here in our Privacy Policy (“Policy”).

Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything that we can to maintain that trust. Ouellette Wealth (also referred to as "we", "our" and "us") protects the security and confidentiality of the personal information we have and implements controls to ensure that such information is used for proper business purposes in connection with the management or servicing of our relationship with you.

Ouellette Wealth does not sell your non-public personal information to anyone. Nor do we provide such information to others except for discrete and reasonable business purposes in connection with the servicing and management of our relationship with you, as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this Policy.

## Why you need to know?

Registered Investment Advisors (“RIAs”) must share some of your personal information in the course of servicing your account. Federal and State laws give you the right to limit some of this sharing and require RIAs to disclose how we collect, share, and protect your personal information.

## What information do we collect from you?

Driver’s license number	Date of birth
Social security or taxpayer identification number	Assets and liabilities
Name, address and phone number[s]	Income and expenses
E-mail address[es]	Investment activity
Account information (including other institutions)	Investment experience and goals

## What Information do we collect from other sources?

Custody, brokerage and advisory agreements	Account applications and forms
Other advisory agreements and legal documents	Investment questionnaires and suitability documents
Transactional information with us or others	Other information needed to service account

## How do we protect your information?

To safeguard your personal information from unauthorized access and use we maintain physical, procedural and electronic security measures. These include such safeguards as secure passwords, encrypted file storage and a secure office environment. Our technology vendors provide security and access control over personal information and have policies over the transmission of data. Our associates are trained on their responsibilities to protect Client’s personal information.

We require third parties that assist in providing our services to you to protect the personal information they receive from us.

**How do we share your information?**

An RIA shares Client personal information to effectively implement its services. In the section below, we list some reasons we may share your personal information.

Basis For Sharing	Do we share?	Can you limit?
<p><b>Servicing our Clients</b>                      We may share non-public personal information with non-affiliated third parties (such as administrators, brokers, custodians, regulators, credit agencies, other financial institutions) as necessary for us to provide agreed upon services to you, consistent with applicable law, including but not limited to: processing transactions; general account maintenance; responding to regulators or legal investigations; and credit reporting.</p> <p>Ouellette shares Client information with Triad Advisors, LLC. (“Triad”). This sharing is due to the oversight Triad has over certain Supervised Persons of the Advisor. You may also contact us at any time for a copy of the Triad Privacy Policy.</p>	Yes	No
<p><b>Marketing Purposes</b>                      Ouellette Wealth does not disclose, and does not intend to disclose, personal information with non-affiliated third parties to offer you services. Certain laws may give us the right to share your personal information with financial institutions where you are a customer and where Ouellette Wealth or the client has a formal agreement with the financial institution. <b>We will only share information for purposes of servicing your accounts, not for marketing purposes.</b></p>	No	Not Shared
<p><b>Authorized Users</b>                      Your non-public personal information may be disclosed to you and persons that we believe to be your authorized agent[s] or representative[s].</p>	Yes	Yes
<p><b>Information About Former Clients</b>                      Ouellette Wealth does not disclose and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our Clients.</p>	No	Not Shared

**State-specific Regulations**

Massachusetts	In response to Massachusetts law, the Client must “opt-in” to share non-public personal information with non-affiliated third parties before any personal information is disclosed. Client opt-in is obtained through the Client’s execution of authorization forms provided by the third parties, by executing an Information Sharing Authorization Form, or by other written consent by the Client, as appropriate and consistent with applicable laws and regulations.
California	In response to a California law, to be conservative, we assume accounts with California addresses do not want us to disclose personal information about you to non-affiliated third parties, except as permitted by California law. We also limit the sharing of personal information about you with our affiliates to ensure compliance with California privacy laws.

**Changes to our Privacy Policy**

We will send you a copy of this Policy annually for as long as you maintain an ongoing relationship with us.

Periodically we may revise this Policy and will provide you with a revised Policy if the changes materially alter the previous Privacy Policy. We will not, however, revise our Privacy Policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

**Any Questions?**

You may ask questions or voice any concerns, as well as obtain a copy of our current Privacy Policy by contacting us at (781) 861-0766.