

# Form ADV

## Part 2A

---

### Brown Wealth Management, LLC

March 24, 2020

CRD/IARD #: 119213  
931 Commercial Street  
Conyers, GA 30012  
770-918-0702  
770-860-1900...fax  
andy@brownwm.com

---

This brochure (“Brochure”) provides information about the qualifications and business practices of Brown Wealth Management, LLC (“BWM”). You should review this Brochure in conjunction with our separate brochure supplement(s) (“Supplement”). The Supplement(s) has been prepared for the purpose of providing information about the qualifications and background of the supervised person(s) working with you on our behalf or who may otherwise participate in the advisory services provided to you.

If you have any questions about the contents of this Brochure or our Supplement(s), please contact us at 770-918-0702 or [andy@brownwm.com](mailto:andy@brownwm.com). Additional information about BWM or any of our supervised persons (who are registered under our firm) is also available on the SEC’s Investment Adviser Public Disclosure (“IAPD”) which can be found at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

The format/layout of this Brochure has been dictated by the SEC. As such, the Brochure’s table of contents can be found after the “Material Changes” section of this Brochure, not at the beginning of the Brochure. The subsections appearing under each heading shall follow the mandated ordering of the items required to be addressed in this Brochure as set forth in the instructions and guidance issued by the SEC in regard to Part 2A of the Form ADV. BWM’s response to each such item shall immediately follow each numbered item. We encourage any reader of this Brochure to also refer to the SEC’s instructions and guidance related to Part 2A of the Form ADV. Throughout this Brochure, any references to “we,” “our,” “ours,” “us,” etc. are meant to refer to BWM.

The information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

## **II. Material Changes**

Filing date of last annual ADV update: March 21, 2019.

Since the filing of our most recent annual ADV update, there have been no material changes between the information previously reflected in our former Form ADV and this Brochure.

### III. Table of Contents

II. Material Changes.....	2
III. Table of Contents.....	3
Key Definitions.....	6
IV. Advisory Business.....	7
Item IV.(A). BWM at a Glance.....	7
Firm Profile.....	7
Years in Business.....	7
Direct Principal Owners.....	7
IV.(B). BWM’s Advisory Services.....	7
Product Type Limitations.....	7
Specialized Services.....	8
Our Services.....	8
Ongoing Asset Management.....	8
Recommendation of Third Party Advisors.....	9
Financial Planning.....	11
Pension Consulting.....	13
Individual Consultations.....	15
Non-Securities Related Advisory Services.....	17
IV.(C). Customization of Advisory Services.....	18
IV.(D). Wrap Fee Program Participation.....	18
IV.(E). Assets Under Management (“AUM”).....	18
V. Fees and Compensation.....	19
V.(A). BWM Advisory Fees.....	19
V.(B). Fee Collection Process.....	19
V.(C). Other Fee/Expenses.....	19
V.(D). Fees Charged in Advance.....	19
V.(E). Additional Compensation.....	19
VI. Performance-Based Fees and Side-By-Side Management.....	19
VII. Types of Clients.....	19
VIII. Methods of Analysis, Investment Strategies and Risk of Loss.....	19
VIII.(A). Methods of Analysis.....	19
VIII.(A). (cont.) Investment Strategies.....	20
VIII.(B). Risk Disclosures.....	21

VIII.(C). Investment-Specific Risks .....	23
IX. Disciplinary Information.....	23
IX.(A). Criminal or Civil Action .....	23
IX.(B). Administrative Proceedings.....	24
IX.(C). SRO Proceedings.....	24
X. Other Financial Industry Activities and Affiliations.....	25
X.(A). Broker-Dealers .....	25
X.(B). Futures Commission Merchants, Introducing Brokers, Commodity Trading Advisors, Commodity Pool Operators .....	25
X.(C). Related Persons.....	25
X.D Use of Other Investment Advisers .....	25
XI. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading.....	25
XI.A Code of Ethics.....	25
XI.(B) Participation in Client Trading .....	26
XI.(C) Trading Alongside Our Clients .....	26
XI.(D) Batch Trading.....	26
XII. Brokerage Practices.....	27
XII.(A).(1). Research and Soft Dollar Benefits .....	27
XII.(A).(2). Brokerage for Client Referrals .....	28
XII.(A).(3). Directed Brokerage .....	28
XII.(A).(3)(a). Directed Brokerage – Recommended, Requested, or Required.....	28
XII.(A).(3)(b). Directed Brokerage – Permitted .....	28
XII.(B). Order Batching.....	28
XIII. Review of Accounts .....	28
XIII.(A). Review of Accounts or Financial Plans.....	28
Review of client accounts. ....	28
Review of Financial Plans.....	29
XIII.(B). Non-Periodic Account Reviews.....	29
XIII.(C). Reports to Clients.....	29
XIV. Client Referrals and Other Compensation .....	29
XIV.(A). Compensation we Receive .....	29
XIV.(B). Compensation we Pay .....	29
XV. Custody .....	29
XVI. Investment Discretion.....	30
XVII. Voting Client Securities .....	30
XVII.(A). Proxy Voting.....	30
Proxy Voting Policies and Procedures and Client Instruction.....	30

How to obtain our proxy voting record.....	31
XVII.(B). Proxy Voting .....	31
XVIII. Financial Information.....	31
XVIII.(A). Balance Sheet.....	31
XVIII.(B). Adverse Financial condition .....	31
XVIII.(C). Bankruptcy-Related Matters .....	32
XIX. Requirements for State-Registered Advisers .....	32
XIX.(A). Control Persons .....	32
XIX.(B). Non-Investment Advisory Activities.....	32
XIX.(C). Performance-Based Fees .....	32
XIX.(D). Management Persons – Other Disclosures .....	32
XIX.(D).(1). Arbitration(s) .....	32
XIX.(D).(2). Civil, SRO, or Administrative Proceeding(s) .....	33
XIX.(E). Relationship Between Management Persons and Issuers .....	33

## Key Definitions

There are several terms used throughout this Brochure that are defined in the Glossary of the Form ADV. The full Form ADV and its glossary can be found on the SEC's web site at <http://www.sec.gov/about/forms/formadv.pdf>, however, several of the more important terms that are used throughout this Brochure are provided below for your reference. The definitions appear below as they appear in the glossary of the ADV so be mindful that all references made to "you," "your," or "yours" are intended to refer to BWM. Each term is presented in alphabetical order, not necessarily its order of appearance or use in this Brochure.

**Advisory Affiliate:** Your advisory affiliates are (1) all of your officers, partners, or directors (or any person performing similar functions); (2) all persons directly or indirectly controlling or controlled by you; and (3) all of your current employees (other than employees performing only clerical, administrative, support or similar functions).

**Control:** Control means the power, directly or indirectly, to direct the management or policies of a person, whether through ownership of securities, by contract, or otherwise. Each of your firm's officers, partners, or directors exercising executive responsibility (or persons having similar status or functions) is presumed to control your firm. A person is presumed to control a corporation if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the corporation's voting securities; or (ii) has the power to sell or direct the sale of 25 percent or more of a class of the corporation's voting securities. A person is presumed to control a partnership if the person has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the partnership. A person is presumed to control a limited liability company ("LLC") if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the interests of the LLC; (ii) has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the LLC; or (iii) is an elected manager of the LLC. A person is presumed to control a trust if the person is a trustee or managing agent of the trust.

**Management Persons:** Anyone with the power to exercise, directly or indirectly, a controlling influence over your firm's management or policies, or to determine the general investment advice given to the clients of your firm. Generally, all of the following are management persons: Your firm's principal executive officers, such as your chief executive officer, chief financial officer, chief operations officer, chief legal officer, and chief compliance officer; your directors, general partners, or trustees; and other individuals with similar status or performing similar functions; The members of your firm's investment committee or group that determines general investment advice to be given to clients; and If your firm does not have an investment committee or group, the individuals who determine general investment advice provided to clients (if there are more than five people, you may limit your firm's response to their supervisors).

**Person:** A natural person (an individual) or a company. A company includes any partnership, corporation, trust, limited liability company ("LLC"), limited liability partnership ("LLP"), sole proprietorship, or other organization.

**Related Person:** Any advisory affiliate and any person that is under common control with your firm.

**Supervised Person:** Any of your officers, partners, directors (or other persons occupying a similar status or performing similar functions), or employees, or any other person who provides investment advice on your behalf and is subject to your supervision or control.

## IV. Advisory Business

### Item IV.(A). BWM at a Glance

---

#### Firm Profile

We are a full service financial services firm bringing our unique life experiences to our work as fee-only financial advisors and fiduciaries. We combine financial expertise and a focus on comprehensive life planning enabling our clients to reach their goals. We play a strategic role in obtaining caliber services and products in their best interest. As fiduciaries, we will always put our clients' interest ahead of our own.

#### Years in Business

Date of formation: November 1, 2002.

Date of initial investment adviser registration: February 11, 2002.

#### Direct Principal Owners

The following party(s) maintains at least 25% direct ownership in BWM.

- Andrew M. Brown

### IV.(B). BWM's Advisory Services

---

In this section, we will describe the services we offer as well as the fees that correspond to those services. As far as investment products on which we may provide advice, those product types are identified in the grid below.

#### Product Type Limitations

We generally provide investment advice in relation to the following specific types of securities/investments.

- Exchange listed equities
- Over the counter equities
- Equities of foreign issuers
- Interests in privately offered securities (hedge funds, venture capital funds, private equity funds, etc.) involving any of the following:
  - Real estate
  - Oil and gas
  - Mortgages or other receivables/assets
- Warrants
- Corporate debt securities (other than commercial paper)
- Commercial paper
- Certificates of deposit
- Municipal securities
- Variable life insurance
- Variable annuities
- Mutual funds (closed-end and open-end funds)
- Real Estate Investment Trusts ("REITs")
- Exchange traded funds
- U.S. government securities
- Options on securities

- Options on commodities
- Options on futures
- Futures contracts (tangibles)
- Futures contracts (intangibles)

## Specialized Services

Although we may offer a variety of investment advisory services, we do not limit our services to specializing in any single service area.

## Our Services

### *Ongoing Asset Management*

#### *Service Description*

Our ongoing asset management services can be described as follows:

*Discretionary Management:* On a discretionary basis, we may design, revise, and reallocate a custom portfolio for you. Investments are determined based upon factors such as your investment objectives, risk tolerance, net worth, net income, age, time horizon, tax situation and other various suitability factors.

*Non-Discretionary Management:* On a non-discretionary basis, we may provide periodic recommendations to you and if such recommendations are approved/authorized, we will ensure that the authorized recommendations are carried out for you.

#### *Use of Discretion*

Depending on your individual needs and the services you request of us, we may exercise full discretion as to the following elements.

- Securities to be bought or sold
- Amount of the securities to be bought or sold
- Timing as to when such securities are to be bought or sold

#### *Service Fees*

For the service described above, we will charge fees in the following manner:

- Annual, asset-based fee
- Annual, flat/fixed fee

All fees arrangements are negotiable at our sole discretion, however, our annual, asset-based fee is typically at or around 1.0% but depending on factors such as the size of the account, complexity of the assets and/or strategy involved, etc., our fees could exceed 1.0% annually. We do not impose a minimum account/portfolio balance either initially or ongoing and we do not assess a minimum annual fee.

Our annual, flat/fixed fees will range from \$5,000 to \$15,000. All fees arrangements are negotiable at our sole discretion and vary on the scope and complexity of the specific management services required for each client.

Specific fee arrangements will be set forth in your service agreement (“Agreement”) with us. Advisory fees are charged to client accounts quarterly, in arrears, using the end-of-quarter market value as reflected on the account statement(s) issued by the relevant custodian. For example, 1.0% annual, asset-based fee would be .25% of the assets quarterly. For an account with a market value of \$100,000, the quarterly fee would be \$250; (.25% \*



\$100,000). As an example of the annual, flat/fixed fee arrangements, a \$5,000 annual flat fee would be \$1,250 quarterly (.25 X \$5,000).

### *Other Fees*

In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you. Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.

### *Fee Collection*

For the service described above, we receive our service fees by the following method(s):

- automatic fee deduction via the custodian; and/or
- direct invoice to you.

### *Billing Via Custodian*

Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your accounts to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, we will send the custodian an invoice of the amount of the fee to be deducted from your account(s)'

### *Direct billing*

If so desired, you may choose to be billed directly by us for our service fees. If so chosen, you will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.

### ***Recommendation of Third Party Advisors***

#### *Service Description*

The Recommendation of Third Party Advisors is described separately in this Brochure, however, it is considered to be a service that is included as part of BWM's Ongoing Asset Management service. Because BWM tailors its advisory services to the individual needs of the client based upon the client's goals and objectives for overall portfolio returns, cash flow, and volatility/risk, we may recommend third party advisors as investment strategists. Our services in relation to any third party advisor we may recommend generally will include the following: Asset Allocation; Portfolio Design; Investment Manager Selection; Portfolio Construction; Tax Management; Risk Management. In addition, we will continue to monitor any such third party advisor's performance with respect to their management of your assets. We receive no outside compensation from the third party advisors that may be used to manage your assets.

On occasion, these third party advisors we may recommend to you may offer their own or may otherwise participate in another advisor's wrap program. A description of the specific services and fees available from the third party advisor can be found in such other advisor's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A, as applicable).

### *Use of Discretion*

Our service of recommending third party advisors is offered on both a discretionary and non-discretionary basis. The level of discretion (or lack thereof) carried out by us in regard to this service type will be set forth in your service agreement (“Agreement”) with us.

### *Service Fees*

BWM does not charge a separate service fee for the recommendation of third party advisors. This service is included as part of BWM’s Ongoing Asset Management services. Please refer to the “Service Fees” section above under the discussion of BWM’s Ongoing Asset Management services.

Third party advisors recommended by us generally charge their own advisory fees for managing client assets. Such fees are generally based on a percentage of the assets under management. Although our fees are subject to negotiation, any other advisor’s fees may not be negotiable. Our fees (as described in the “Service Fees” section above under the discussion of BWM’s Ongoing Asset Management services) are separate and distinct from those other advisors’ fees. We do not receive any portion of a third party advisor’s fees, nor do we receive referral fees from such parties. Additional details related to fees charged by other advisors will be explained in any such advisor’s disclosure document(s). Your specific fee arrangements will be set forth in your advisory agreement (“Agreement”) with us.

### *Other Fees*

In addition to our service fees as well as the service fees associated with any other advisor we may recommend to you, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.

For more details, please refer to the other advisor’s current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A, as applicable).

Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.

### *Fee Collection*

For the service described above, we receive our service fees by the following method(s):

- automatic fee deduction via the custodian; and/or
- direct invoice to you.

### *Billing Via Custodian*

Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your accounts to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, we will send the custodian an invoice of the amount of the fee to be deducted from your account(s).

### *Direct billing*

If so desired, you may choose to be billed directly by us for our service fees. If so chosen, you will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.

### *Use of Third Party Advisors:*

If another advisor is managing your assets, we will not bill or invoice you any service fees charged by such other advisor. The fees charged by other advisors are assessed by such parties. Such fees may be charged in advance or in arrears; monthly, quarterly, or annually. Further, another advisor's fees may be collected via the custodian or by way of direct billing by such advisor. Regardless of the other advisor's billing practices, our compensation will be received directly from the custodian that maintains your accounts being managed by the other advisor.

For more details regarding the fee arrangements for any third party advisor we may recommend to you, please refer to the other advisor's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A, as applicable). Your specific fee arrangements with us will be set forth in your Agreement with BWM.

### *Advanced Billing and Refunds*

As described above, our advisory fees will always be charged in arrears, however, advisory fees charged by advisors we may recommend to you may be charged at a different time and on a different frequency than our fees. Any available refund process for fees that may be collected in advance will be dictated by such other advisor's disclosure document(s) and/or service agreement(s) with you.

For more details, please refer to the other advisor's current disclosure document(s) (i.e. Form ADV, Part 2A and/or Appendix 1 of Part 2A, as applicable) as well as your investment advisory agreement with such other advisor.

## ***Financial Planning***

### *Service Description*

We may prepare a written financial plan for our clients. Our financial planning services may involve consultation, analysis, and recommendations in the six areas of financial planning, which include (1) financial situation; (2) income taxes; (3) insurance; (4) investments; (5) retirement planning; and (6) estate planning.

In order to determine a suitable course of action for an individual client, we will perform a review of the variables that are presented. This review may include, but would not necessarily be limited to, investment objectives, consideration of your overall financial condition, income and tax status, personal and business assets, risk profile, and other factors unique to your particular circumstances.

We will review your present financial situation and issue a written analysis and report of recommendations in accordance with your goals and objectives. This service may include an initial consultation and subsequent follow-up visits. The services provided in this regard may include but would not be limited to the following:

- Prepare an annual net worth statement;
- Create a cash flow statement;
- Review current investments and make recommendations thereon;
- Review client's most recent tax returns and provide tax planning advice or tax preparation services;
- Review client's life insurance and disability insurance and make recommendations thereon;
- Review client's estate plan and make recommendations thereon;
- Complete a retirement analysis; and
- Provide education planning advice.

Unless engaged separately to do so, we will not be responsible for the implementation of the plan. You assume full responsibility for the implementation of the plan.

### *Use of Discretion*

We do not possess or exercise investment discretion with regard to this service type.

### *Service Fees*

For the service described above, we may charge fees in the following manner:

- Annual, flat/fixed fee. Our annual fee (flat/fixed) for our annual financial planning services ranges from \$5,000 to \$25,000.
- Non-annual, flat/fixed fee. Our non-annual, fixed/flat fee for our financial planning services ranges from \$500 to \$5,000.
- Hourly fees. Our hourly fee rate for our financial planning services ranges from \$150 to \$500.

All fees are negotiable at our sole discretion. Specific fee arrangements will be set forth in your service agreement (“Agreement”) with us. Advisory fees are charged to client accounts quarterly, in arrears, using the end-of-quarter market value as reflected on the account statement(s) issued by the relevant custodian. For example, the annual, flat/fixed fee arrangements, a \$5,000 annual flat fee would be \$1,250 quarterly (.25 X \$5,000). Non-annual, flat/fixed fees and hourly fees are billed in arrears, after the completion of service.

### *Other Fees*

In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you. Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.

### *Fee Collection*

For the service described above, we receive our service fees by the following method(s):

- automatic fee deduction via the custodian
- direct invoice to you

### *Billing Via Custodian*

Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your accounts to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, we will send the custodian an invoice of the amount of the fee to be deducted from your account(s).

### *Direct billing*

If so desired, you may choose to be billed directly by us for our service fees. If so chosen, you will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by

the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.

### *Fee Frequency/Timing*

For the service described above, the frequency and timing of our fee collection process occurs as follows: monthly and in arrears. Specific fee arrangements will be set forth in your Agreement with us.

## ***Pension Consulting***

### *Service Description*

We offer pension consulting services to various types of pension plans, including, but not limited to, profit sharing plans, employee stock ownership plans, and 401(k) plans. Collectively, we consider these types of plans as a specific segment of our client base and in turn, we will refer to these types of plans as “Pension Clients.”

We gather and review extensive information regarding each Pension Client on an individualized basis including each Pension Client’s objectives and needs. Our pension consulting services include plan feasibility, plan design, plan review, document preparation, plan amendments and assistance with Department of Labor and/or IRS issues, among others.

Other than those briefly described above, there are several distinct activities that may be available under our pension consulting services. These services may be provided separately or in combination with one another. Although not all-inclusive, the following information will describe some of the activities offered under our pension consulting services.

#### *Preparation of Investment Policy Statement (“IPS”):*

We may meet with a Pension Client to determine the relevant plan’s investment needs and goals. If required by the Pension Client, we will then prepare a written IPS stating those needs and goals and encompassing a policy under which these goals are to be achieved. The IPS will also list the criteria for selection of plan’s investment options/vehicles and the procedures and timing interval for monitoring of investment performance.

#### *Recommendation of Investment Options:*

The number and type of investment options/vehicles to be recommended will be determined by the Pension Client, based upon the plan’s stated needs. We will review various investments, consisting predominantly of mutual funds (both index and managed) to determine which of these investments are appropriate to implement the Pension Client’s IPS. Our review process will result in the recommendation of specific investment options for the Pension Client to consider for inclusion in the list of plan investment options.

#### *Monitoring of Investment Performance:*

A plan’s investment options will be monitored continuously based on the procedures and timing intervals delineated in the IPS or as otherwise set forth by the Pension Client. Although we will not be involved in any way in the purchase or sale of these investments, we will supervise the plan portfolio and will make recommendations to the Pension Client as market factors and the plan’s needs dictate.

#### *Plan Performance Reporting:*

In conjunction with our monitoring activities, we may also provide periodic reports regarding the performance of a pension plan and its underlying investment options. Such reports may include analysis from both us as well as outside parties engaged by us to provide additional analysis in regard to such plans. Such outside parties would be engaged exclusively by use and not by a Pension Client.

### *Employee Communications:*

For Pension Clients whose plans offer plan participants the ability to self-direct their own investments, we may also provide educational support and investment workshops designed for the plan participants. The nature of the topics to be covered will be determined by us and in conjunction with a Pension Client under the appropriate ERISA guidelines. The educational support and investment workshops will not be designed so as to provide plan participants with individualized, tailored investment advice or individualized, tailored asset allocation recommendations.

### *Advice to Participants:*

We may also provide individualized advice to plan participants. This service includes a review of a participant's individual situation, including age, existing assets, financial goals and attitude towards risk, and recommending an allocation of assets offered by the plan based on this information. Unless separately engaged to do so by a plan participant, we will not monitor a plan participant's situation or otherwise supervise or consult on the ongoing management of a participant's assets within the plan or otherwise.

### *Use of Discretion*

We do not possess or exercise investment discretion with regard to this service type.

### *Service Fees*

For the service described above, we will charge fees in the following manner:

- Annual, asset-based fee; or
- Annual, flat/fixed fee.

All fees arrangements are negotiable at our sole discretion, however, our annual, asset-based fee is typically at or around 1.0% but depending on factors such as the size of the account, complexity of the assets and/or strategy involved, etc., our fees could exceed 1.0% annually. We do not impose a minimum account/portfolio balance either initially or ongoing and we do not assess a minimum annual fee.

Our annual, flat/fixed fees will range from \$5,000 to \$25,000. All fees arrangements are negotiable at our sole discretion and vary on the scope and complexity of the specific management services required for each client.

Specific fee arrangements will be set forth in your service agreement ("Agreement") with us. Advisory fees are charged to client accounts quarterly, in arrears, using the end-of-quarter market value as reflected on the account statement(s) issued by the relevant custodian. For example, 1.0% annual, asset-based fee would be .25% of the assets quarterly. For an portfolio/plan with a market value of \$100,000, the quarterly fee would be \$250; (.25% \* \$100,000). As an example of the annual, flat/fixed fee arrangements, a \$5,000 annual flat fee would be \$1,250 quarterly (.25 X \$5,000).

### *Other Fees*

In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.

Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.

### *Fee Collection*

For the service described above, we receive our service fees by the following method(s):

- automatic fee deduction via the custodian; and/or
- direct invoice to you.

### *Billing Via Custodian*

Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your accounts to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, we will send the custodian an invoice of the amount of the fee to be deducted from your account(s).

### *Direct billing*

If so desired, you may choose to be billed directly by us for our service fees. If so chosen, you will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.

### *Fee Frequency/Timing*

For the service described above, the frequency and timing of our fee collection process occurs as follows: quarterly and in arrears. Specific fee arrangements will be set forth in your Agreement with us.

### ***Individual Consultations***

#### *Service Description*

We also provide advisory or consulting services not involving the other services already described herein but still pertaining to investments or investment-related matters. As part of these services, we may or may not provide any written documentation or other work product. Such services may include, but would not be limited to, the following:

- Insurance-related services and planning;
- One-time analysis of investment accounts/portfolios;
- Telephonic, electronic, or in-person consultations/communications regarding investments or investment-related matters;
- Serving as an expert witness in judicial or arbitration proceedings;
- Conferring with other professionals or service providers (i.e. accountants, CPAs, attorneys, etc.) regarding investments or investment-related matters on your behalf; and/or
- Other service as may be specifically requested.

If you wish to engage us for some type of service not specifically mentioned or referred to in the services noted above, you may provide us with guidance as to the scope of the engagement. Regardless of the services ultimately requested, the specific services and corresponding fees will be set forth in some form of written agreement.

#### *Use of Discretion*

We do not possess or exercise investment discretion with regard to this service type.

### *Service Fees*

For the service described above, we may charge fees in the following manner:

- Annual, flat/flat fee. Our annual fee (flat/flat) for our annual financial planning services ranges from \$5,000 to \$25,000.
- Non-annual, flat/flat fee. Our non-annual, fixed/flat fee for our financial planning services ranges from \$500 to \$5,000.
- Hourly fees. Our hourly fee rate for our financial planning services ranges from \$150 to \$500.

All fees are negotiable at our sole discretion. Specific fee arrangements will be set forth in your service agreement (“Agreement”) with us. Advisory fees are charged to client accounts quarterly, in arrears, using the end-of-quarter market value as reflected on the account statement(s) issued by the relevant custodian. For example, the annual, flat/flat fee arrangements, a \$5,000 annual flat fee would be \$1,250 quarterly (.25 X \$5,000). Non-annual, flat/flat fees and hourly fees are billed in arrears, after the completion of service.

### *Other Fees*

In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.

Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.

### *Fee Collection*

For the service described above, we receive our service fees by the following method(s):

- automatic fee deduction via the custodian
- direct invoice to you

### *Billing Via Custodian*

Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your accounts to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, we will send the custodian an invoice of the amount of the fee to be deducted from your account(s).

### *Direct billing*

If so desired, you may choose to be billed directly by us for our service fees. If so chosen, you will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.

### *Fee Frequency/Timing*

For the service described above, the frequency and timing of our fee collection process occurs as follows: monthly and in arrears. Specific fee arrangements will be set forth in your Agreement with us.



## ***Non-Securities Related Advisory Services***

### *Service Description*

On more than an occasional basis, individuals associated with BWM may furnish advice to the client on matters not involving securities. Such matters may involve issues related to tax planning and/or tax preparation, estate planning, insurance products, mortgage financing, college funding, savings strategies, etc.

As part of these services, the client may or may not engage BWM to provide to him/her with any written documentation that supports recommendations or conclusions reached in advising the client. If the client wishes to engage BWM for some type of service not specifically mentioned or referred to in the services noted above, he/she must then provide BWM with guidance as to the scope of the engagement.

### *Use of Discretion*

We do not possess or exercise investment discretion with regard to this service type.

### *Service Fees*

For the service described above, we may charge fees in the following manner:

- Annual, flat/fixe fee. Our annual fee (flat/fixe) for our annual financial planning services ranges from \$5,000 to \$25,000.
- Non-annual, flat/fixe fee. Our non-annual, fixe/flat fee for our financial planning services ranges from \$500 to \$5,000.
- Hourly fees. Our hourly fee rate for our financial planning services ranges from \$150 to \$500.

All fees are negotiable at our sole discretion. Specific fee arrangements will be set forth in your service agreement (“Agreement”) with us. Advisory fees are charged to client accounts quarterly, in arrears, using the end-of-quarter market value as reflected on the account statement(s) issued by the relevant custodian. For example, the annual, flat/fixe fee arrangements, a \$5,000 annual flat fee would be \$1,250 quarterly (.25 X \$5,000). Non-annual, flat/fixe fees and hourly fees are billed in arrears, after the completion of service.

### *Other Fees*

In addition to our service fees, you may be assessed other fees by parties independent from us. You may also incur, relative to certain investment products (such as mutual funds), charges imposed directly at the investment product level (i.e. advisory fees, administrative fees, and other fund expenses.) Brokerage fees/commissions charged to you for securities trade executions may be billed to you by the broker-dealer or custodian of record for your account, not us. Any such fees are exclusive of, and in addition to our compensation. You will be solely and directly responsible for all fees, including fees other than those we may bill directly to you.

Refer to Item V.(E) and Item 12 for additional information regarding other fees such as sales compensation, brokerage fees, custodial fees, etc.

### *Fee Collection*

For the service described above, we receive our service fees by the following method(s):

- automatic fee deduction via the custodian
- direct invoice to you

### *Billing Via Custodian*

Contemporaneously with the execution of the Agreement, you will be asked to sign an authorization that will allow the custodian of any of your accounts to debit the account(s) the amount of our service fees and remit the fee to us. The authorization will remain valid unless and until we receive a written revocation of such authorization from you. In connection with this fee deduction process, we will send the custodian an invoice of the amount of the fee to be deducted from your account(s).

### *Direct billing*

If so desired, you may choose to be billed directly by us for our service fees. If so chosen, you will be invoiced by the fifth business day of the month subsequent to the most recently ended billing period. Payments are due on or by the final business day of the month in which the invoice is generated. Specific fee arrangements will be set forth in your Agreement with us.

### *Fee Frequency/Timing*

For the service described above, the frequency and timing of our fee collection process occurs as follows: monthly and in arrears. Specific fee arrangements will be set forth in your Agreement with us.

## **IV.(C). Customization of Advisory Services**

---

To the fullest extent possible, we will endeavor to tailor our advisory services to meet the specific needs of each and every client. In order to determine a suitable course of action for an individual client, we will perform a review of our clients' financial circumstances. Such review may include, but would not necessarily be limited to, investment objectives, consideration of a client's overall financial condition, income and tax status, personal and business assets, risk profile, and other factors unique to a client's particular circumstances.

In making investment recommendations on behalf of a client, we will rely on a data gathering document or other questionnaire, which would be completed based on information provided by a client.

Our clients are free to impose any restrictions or other conditions with regard to how we provide our advisory services. If we agree to such restrictions and/or conditions, please be advised that restrictions and guidelines imposed by a client may affect the composition and performance of custom portfolios (as a result, performance of custom portfolios within the same investment objective may differ and a client should not expect that the performance of a custom portfolio will be identical to any other individual's portfolio performance) as well as any recommendations provided to the client.

## **IV.(D). Wrap Fee Program Participation**

---

Please refer to Item IV.(B) above for details regarding our use of wrap fee arrangements or wrap programs.

## **IV. (E). Assets Under Management<sup>1</sup> ("AUM")**

---

AUM (discretionary):	\$ 45,453,664
AUM (non-discretionary):	\$ 0
Total AUM:	\$ 45,453,664
Date of AUM calculation:	December 31, 2019

---

<sup>1</sup> The term, "assets under management" shall carry the same meaning as that term is defined by Form ADV.

## **V. Fees and Compensation**

### **V.(A). BWM Advisory Fees**

Refer above to Item IV.(B).

### **V.(B). Fee Collection Process**

Refer above to Item IV.(B).

### **V.(C). Other Fee/Expenses.**

Refer above to Item IV.(B).

### **V.(D). Fees Charged in Advance**

Refer above to Item IV.(B).

### **V.(E). Additional Compensation**

Item V.(E) requires us to address situations in which we or any of our supervised persons accepts compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds. Neither we, nor any of our supervised persons are party to such arrangements.

## **VI. Performance-Based Fees and Side-By-Side Management**

We do not charge performance-based fees.

## **VII. Types of Clients**

We will generally provide our services to the following types of clients.

- Individuals
- High net worth individuals
- Pension plans / profit sharing plans
- Foundations / charitable organizations
- Trusts
- Estates
- Business or corporate entities

For information on any minimum fees, minimum initial/ongoing account balances, or other conditions we may impose, please refer to Item IV.(B).

## **VIII. Methods of Analysis, Investment Strategies and Risk of Loss**

### **VIII.(A). Methods of Analysis**

In the course of our management process and as appropriate on a case by case basis, we will employ some or all of the following methods of analysis. For a description of the risks related to each particular method of analysis, see

the information following each analysis method description. A description of each key risk appears later in this section.

### **Charting / Technical –**

The terms “charting” and “technical” analysis are generally used synonymously and therefore, for the purpose of this document, we will use the term, “technical analysis.” In most cases, technical analysis involves the evaluation of historical market data such as price and volume of a particular security or investment instrument. Technical analysis often times involves the use of charts, graphs, and other tools to evaluate historical factors relating to the investment instrument and perhaps the market as a whole. The goal of technical analysis is to try to identify historical trading patterns that suggest future trading activity or price targets.

Key risk(s): Economic Risk, Financial Risk, Inflation Risk, Interest Rate Risk, Legal/Regulatory Risk, Market Risk, Operational Risk, and Strategy Risk.

### **Fundamental**

Fundamental analysis is generally the considered the opposite approach to technical analysis. Fundamental analysis involves the attempt to identify the intrinsic value (i.e. the actual, true/real value) of an investment instrument by examining any related economic, financial, and other quantitative/qualitative factors relevant to that instrument. Fundamental analysis can take into account anything that may impact the underlying value of the instrument. Examples of such things may include large-scale economic issues such as the overall condition or current cycle of the economy, industry-specific or sector-specific conditions, etc. Other company/issuer-specific factors may also be taken into consideration such as the company’s/issuer’s current financial condition, management experience and capabilities, legal/regulatory matters, the overall type and volume of current and expected business, etc.

One of the goals of fundamental analysis is to attempt to derive a value that can be compared to the current market price for a particular financial instrument in hopes of determining whether the instrument is overpriced (time to sell) or underpriced (time to buy).

Key risk(s): Economic Risk, Financial Risk, Inflation Risk, and Interest Rate Risk.

Investing in securities or other investment products involves the risk of loss and you should be prepared to bear such losses.

## **VIII.(A). (cont.) Investment Strategies**

---

In the course of our management process and as appropriate on a case by case basis, we will employ any of the following investment strategies. For a description of the risks related to each particular investment strategy, see the information following each strategy description. The codes used below relate to risks described further below in this section.

### **Long-Term Purchases**

Long-term purchases generally involve the acquisition of an investment instrument and holding it for a period of at least one year.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Inflation Risk, Interest Rate Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

### **Short-Term Purchases**

Short-term purchases generally involve the acquisition of an investment instrument and holding it for a period of not more than one year.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Higher Trading Costs, Interest Rate Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

### **Trading**

Trading generally involve the acquisition of an investment instrument and holding it for a period of at not more than thirty days.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Higher Trading Costs, Interest Rate Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

### **Short Sales**

Selling short involves the sale of an investment instrument that you do not own. In most cases, a short seller will have to go out and borrow or arrange for the borrowing of a particular investment instrument before selling short. When selling short, the seller is expecting the price of the underlying investment instrument to decline but if it does, the seller is able to sell the investment instrument(s) at the present day price (in effect at the time of entering into the short sale) and the profit potential is the difference between the sale price of the borrowed shares and the cost of purchasing the borrowed shares in order to make good on the delivery of the investment instrument(s) to the party on the other side of the initial short sale.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

### **Margin Trading**

Margin trading, or “trading on margin,” as it is generally stated, involves the ability to purchase a dollar value of securities that is greater than the dollar value of funds you have available for the purchase. Essentially, trading on margin means that you can borrow additional funds, generally from the firm that holds your brokerage account, to purchase investment instruments that exceed the amount with which you have funded your account.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Interest Rate Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

### **Option Writing** (including covered/uncovered options or spreading strategies)

We will also employ the use of options trading in the event that such trading complements an investment strategy we may be carrying out for a particular client. An option is the right either to buy or sell a specified amount or value of a particular underlying investment instrument at a fixed price (i.e. the “exercise price”) by exercising the option before its specified expiration date. Options giving you the right to buy are called “call” options. Options giving you the right to sell are called “put” options. When trading options on behalf of a client, we may use covered or uncovered options or various strategies such as spreads and straddles. Covered options involve options trading when you own the underlying instrument on which the option is based. Uncovered options involve options trading when you do not own the underlying instrument on which the option is based. Spread options are options whose values are derived from the difference in price of two different underlying assets or components.

Key risk(s): Capital Risk, Economic Risk, Financial Risk, Higher Trading Costs, Interest Rate Risk, Legal/Regulatory Risk, Liquidity Risk, Market Risk, Operational Risk, Strategy Risk.

Investing in securities or other investment products involves the risk of loss and you should be prepared to bear such losses.

## **VIII.(B). Risk Disclosures**

---

### **Capital Risk**

Capital risk is one of the most basic, fundamental risks of investing; it is the risk that you may lose 100 percent of your money. All investments carry some form of risk and the loss of capital is generally a risk for any investment instrument.

### **Credit Risk**

Credit risk can be a factor in situations where an investment’s performance relies on a borrower’s repayment of borrowed funds. With credit risk, an investor can experience a loss or unfavorable performance if a borrower does

not repay the borrowed funds as expected or required. Investment holdings that involve forms of indebtedness (i.e. borrowed funds) are subject to credit risk.

### **Currency Risk**

Fluctuations in the value of the currency in which your investment is denominated may affect the value of your investment and thus, your investment may be worth more or less in the future. All currency is subject to swings in valuation and thus, regardless of the currency denomination of any particular investment you own, currency risk is a realistic risk measure. That said, currency risk is generally a much larger factor for investment instruments denominated in currencies other than the most widely used currencies (U.S. dollar, British pound, German mark, Euro, Japanese yen, French franc, etc.).

### **Economic Risk**

The prevailing economic environment is important to the health of all businesses. Some companies, however, are more sensitive to changes in the domestic or global economy than others. These types of companies are often referred to as cyclical businesses. Countries in which a large portion of businesses are in cyclical industries are thus also very economically sensitive and carry a higher amount of economic risk. If an investment is issued by a party located in a country that experiences wide swings from an economic standpoint or in situations where certain elements of an investment instrument are hinged on dealings in such countries, the investment instrument will generally be subject to a higher level of economic risk.

### **Financial Risk**

Financial risk is represented by internal disruptions within an investment or the issuer of an investment that can lead to unfavorable performance of the investment. Examples of financial risk can be found in cases like Enron or many of the dot com companies that were caught up in a period of extraordinary market valuations that were not based on solid financial footings of the companies.

### **Higher Trading Costs**

For any investment instrument or strategy that involves active or frequent trading, you may experience larger than usual transaction-related costs. Higher transaction-related costs can negatively affect overall investment performance.

### **Inflation Risk**

Inflation risk involves the concern that in the future, your investment or proceeds from your investment will not be worth what they are today. Throughout time, the prices of resources and end-user products generally increase and thus, the same general goods and products today will likely be more expensive in the future. The longer an investment is held, the greater the chance that the proceeds from that investment will be worth less in the future than what they are today. Said another way, a dollar tomorrow will likely get you less than what it can today.

### **Interest Rate Risk**

Certain investments involve the payment of a fixed or variable rate of interest to the investment holder. Once an investor has acquired or has acquired the rights to an investment that pays a particular rate (fixed or variable) of interest, changes in overall interest rates in the market will affect the value of the interest-paying investment(s) they hold. In general, changes in prevailing interest rates in the market will have an inverse relationship to the value of existing, interest paying investments. In other words, as interest rates move up, the value of an instrument paying a particular rate (fixed or variable) of interest will go down. The reverse is generally true as well.

### **Legal/Regulatory Risk**

Certain investments or the issuers of investments may be affected by changes in state or federal laws or in the prevailing regulatory framework under which the investment instrument or its issuer is regulated. Changes in the regulatory environment or tax laws can affect the performance of certain investments or issuers of those investments and thus, can have a negative impact on the overall performance of such investments.

### **Liquidity Risk**

Certain assets may not be readily converted into cash or may have a very limited market in which they trade. Thus, you may experience the risk that your investment or assets within your investment may not be able to be liquidated quickly, thus, extending the period of time by which you may receive the proceeds from your investment. Liquidity

risk can also result in unfavorable pricing when exiting (i.e. not being able to quickly get out of an investment before the price drops significantly) a particular investment and therefore, can have a negative impact on investment returns.

**Market Risk**

The market value of an investment will fluctuate as a result of the occurrence of the natural economic forces of supply and demand on that investment, its particular industry or sector, or the market as a whole. Market risk may affect a single issuer, industry or sector of the economy or may affect the market as a whole. Market risk can affect any investment instrument or the underlying assets or other instruments held by or traded within that investment instrument.

**Operational Risk**

Operational risk can be experienced when an issuer of an investment product is unable to carry out the business it has planned to execute. Operational risk can be experienced as a result of human failure, operational inefficiencies, system failures, or the failure of other processes critical to the business operations of the issuer or counter party to the investment.

**Past Performance**

Charting and technical analysis are often used interchangeably. Technical analysis generally attempts to forecast an investment’s future potential by analyzing its past performance and other related statistics. In particular, technical analysis often times involves an evaluation of historical pricing and volume of a particular security for the purpose of forecasting where future price and volume figures may go. As with any investment analysis method, technical analysis runs the risk of not knowing the future and thus, investors should realize that even the most diligent and thorough technical analysis cannot predict or guarantee the future performance of any particular investment instrument or issuer thereof.

**Strategy Risk**

There is no guarantee that the investment strategies discussed herein will work under all market conditions and each investor should evaluate his/her ability to maintain any investment he/she is considering in light of his/her own investment time horizon. Investments are subject to risk, including possible loss of principal.

**VIII.(C). Investment-Specific Risks**

---

There is no single type of investment instrument that we predominantly recommend, however, please be mindful that all investments carry some form and degree of risk. Certain types of investments carry greater types and levels of risk than others and you should make sure that you fully understand not only the investment product itself but also the attendant risk factors associated with such products.

**IX. Disciplinary Information**

---

The purpose of this section is for us to disclose to you any legal, disciplinary, or other events that you may consider material in your evaluation of our firm or the integrity of our management. Following each of the numbered items below, we shall provide details as to each applicable matter or we will answer “No” or “N/A.” This information is presented in a question and answer format. The time period required to be covered by our answers in this section is ten years from the date of the events requiring disclosure.

**IX.(A). Criminal or Civil Action**

---

In any domestic, foreign, or military court of competent jurisdiction, has BWM or any of its management persons...		
Been convicted of, or pled guilty or nolo contendere (“no contest”) to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery,	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses?		
Been identified as the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Been found to have been involved in a violation of an investment-related statute or regulation; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Been the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, your firm or a management person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**IX.(B). Administrative Proceedings**

Has BWM or any of its management persons been the subject of an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which BWM or any of its management persons...		
Was found to have caused an investment-related business to lose its authorization to do business; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority...		
denying, suspending, or revoking the authorization of BWM or one of its management persons to act in an investment-related business;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
barring or suspending BWM or one of its management person's association with an investment-related business;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
otherwise significantly limiting BWM or one of its management person's investment-related activities; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
imposing a civil money penalty of more than \$2,500 on BWM or one of its management persons?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**IX.(C). SRO Proceedings**

Has BWM or any of its management persons been involved in a SRO proceeding in which BWM or any of its management persons ...		
Was found to have caused an investment-related business to lose its authorization to do business; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



## **X. Other Financial Industry Activities and Affiliations**

The following information will address any active or pending financial industry affiliations that you need to know about for the purpose of identifying any related conflicts of interest that you might consider material in regard to letting us handle your investment advisory needs.

### **X.(A). Broker-Dealers**

---

Neither BWM nor any of its management persons is registered as a broker-dealer nor do either parties have an application pending or otherwise in process for the purpose of seeking registration as a broker-dealer. Further, none of our management persons are registered as or currently seeking registration as a registered representative of a broker-dealer.

### **X.(B). Futures Commission Merchants, Introducing Brokers, Commodity Trading Advisors, Commodity Pool Operators**

---

Neither BWM nor any of its management persons is registered as a futures commission merchant, an introducing broker, a commodity trading adviser, or a commodity pool operator, nor do either parties have an application pending or otherwise in process for the purpose of seeking registration as any of these types of firms. Further, none of our management persons are registered as or currently seeking registration as associated persons of any of these types of firms.

### **X.(C). Related Persons**

---

The purpose of this section is to address any relationship or arrangement (that is material to (1) our advisory business or (2) our clients) that we or any of our management persons have with any of our related persons that meet certain categories as identified by the Form ADV. We do not have any related persons that fit any of the categories as described in Item X.(C) in Part 2A of the Form ADV, therefore, we have no conflicts to report for this item.

### **X.D Use of Other Investment Advisers**

---

Please refer above to section IV.B for information regarding our use of other investment advisers.

## **XI. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

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

---

We take great pride in our commitment to serving our clients' needs and the integrity with which we conduct our business. In our recent history, the financial services industry has come under significant scrutiny, especially in the area of the inherent responsibility of financial professionals to behave in the best interests of their clients.

We have developed a Code of Ethics ("Code") as a means of memorializing our vision of appropriate and professional conduct in carrying out the business of providing investment advisory services. Our Code addresses issues such as the following:

- Standards of conduct and compliance with applicable laws, rules, and regulations
- Protection of material non-public information
- The addressing of conflicts of interest
- Employee disclosure and reporting of personal securities holdings and transactions

- The firm's IPO and private placement policy
- The reporting of violations of the Code
- Educating employees about the Code
- Enforcement of the Code

Each of our representatives has been furnished with a copy of our Code and has signed their names to a written acknowledgement attesting to their understanding of the Code and acceptance of its terms. A copy of our Code is available to all current and/or prospective clients upon request.

## **XI.(B) Participation in Client Trading**

---

The information in this item is intended to address situations in which we or one of our related persons may have a material financial interest in the investment instruments we may recommend to you. No such arrangements exist.

## **XI.(C) Trading Alongside Our Clients**

---

On occasion, we may invest for our own accounts or have a financial interest in the same securities or other investments that we recommend or acquire for the accounts of our clients. Further, we may also engage in transactions that are the same as or different than transactions recommended to or made for our client's accounts. Such transactions are permitted if effected, pre-cleared and reported in compliance with our policy on personal securities transactions. Generally, personal securities transactions will not be pre-cleared when an order for the same or a related security is pending for the account of a client. Our Designated Supervisor reviews reports of personal transactions in securities by all of our associated persons quarterly or more frequently if required.

### Investment Policy

None of our associated persons may effect for himself/herself or for accounts in which he/she holds a beneficial interest, any transactions in a security which is being actively recommended to any of our clients, unless in accordance with the following procedures.

### Firm Procedures

In order to implement our Investment Policy, the following procedures have been put into place.

- 1) If we are recommending that any of our clients buy any security, no associated person may purchase that security prior to a client's purchase of that security; and
- 2) If we are recommending that any of our clients sell any security, no associated person may sell that security prior to a client's sale of that security.

As an alternative to the procedures described in the preceding points, we may include our own order(s) in a batch order with other client orders that would involve average pricing for the entire batch such that we would receive the same pricing as all other clients participating in the batch.

It is the primary intent of these procedures to ensure that the best interests of our clients are always served over that of our own. Trading on our own behalf that results in our own interests being served over that of our clients could be considered a breach of our fiduciary duty and thus, is aggressively discouraged.

## **XI.(D) Batch Trading**

---

Transactions for the client's account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at the same or approximately the same time. We may (but are not obligated to) combine or "batch" such orders in order to obtain best execution or to negotiate more favorable transaction rates. To the extent that we elect to aggregate client orders for the purchase or sale of securities, including securities in which our associated persons may invest, we will generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* We will not receive any additional compensation or remuneration as a result of a batched order.

## **XII. Brokerage Practices**

The purpose of this Item is to present to you the factors that we take into consideration when (1) selecting or recommending broker-dealers to you for the purpose of effecting transactions on your behalf and (2) for determining the reasonableness of such broker-dealers' compensation related to such transactions.

Unless the client directs otherwise, BWM shall generally recommend that all the client's accounts be maintained at, by, or through certain other firms that are unaffiliated with BWM. Such firms shall generally be broker-dealers that may also maintain registrations that allow such firms to engage in other types of businesses outside of their broker-dealer activities.

Any such other firm may act in the capacity of "broker of record" for the client's accounts, in which case, another firm may serve as the custodian for the Client account(s). Alternatively, any such other firm may serve as both the "broker of record" and "custodian" for the client's accounts. In no case shall BWM act or attempt to act in the capacity of "broker of record" or "custodian" of the client's account, funds, or other assets.

Although not all-inclusive, BWM may recommend the following brokers of record and their corresponding custodian.

<b>Broker of Record</b>	<b>Custodian</b>
Shareholder Services Group, Inc.	Pershing, LLC
SEI Investment Management Company	SEI Private Trust Company

Factors which BWM considers in recommending certain broker-dealers or custodians to clients may include such entity's financial strength, reputation, execution, pricing, and service. In return for effecting securities transactions through certain broker-dealers/custodians, BWM or certain of its representatives may receive certain support services that may assist BWM in its investment decision-making process for all of BWM's clients.

In seeking best execution, the determinative factor is not always the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of brokerage services, including factors such as execution capability, commission rates, and responsiveness. Accordingly, although BWM will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for the client's account transactions.

The client may direct BWM to use a particular broker-dealer (subject to BWM's right to decline and/or terminate the engagement) to execute some or all transactions for the client's account. In such an event, the client will negotiate terms and arrangements for the account with that broker-dealer, and BWM will not seek better execution services or prices from other broker-dealers or be able to "batch" the client's transactions for execution through other broker-dealers with orders for other accounts managed by BWM. As a result, the client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

### **XII.(A).(1). Research and Soft Dollar Benefits**

Soft dollar benefits are items such as research or other products or services (other than the typical execution and other brokerage services available to all other investment advisers) that we may receive from a broker-dealer or other party in connection with the client securities transactions we direct to that/a broker-dealer(s).

We do not participate in any soft dollar arrangements.

## **XII.(A).(2). Brokerage for Client Referrals**

---

In certain circumstances, firms like ours may receive client referrals as a result of recommending particular broker-dealers or other service providers. We, however, do not participate in any formal arrangements wherein we receive client referrals from any particular broker-dealer in return for selecting or recommending such broker-dealer.

## **XII.(A).(3). Directed Brokerage**

---

This item is intended to address situations where we may recommend, request, or require you to provide us instructions as to how to direct brokerage activity on your behalf.

### ***XII.(A).(3)(a). Directed Brokerage – Recommended, Requested, or Required***

Not all investment advisers require their clients to direct brokerage activity through any particular broker-dealer. We do not routinely recommend, request, or require that you direct us as to how to execute brokerage transactions on your behalf (i.e. using a particular broker-dealer for execution purposes).

### ***XII.(A).(3)(b). Directed Brokerage – Permitted***

Not all investment advisers require their clients to direct brokerage activity through any particular broker-dealer, however, you may direct us to use a particular broker-dealer (subject to our right to decline such a request) to execute some or all transactions for your account or otherwise on your behalf. In such an event, we will not negotiate terms and arrangements for the account with the other broker-dealer, and we will not seek better execution services or prices from other broker-dealers or be able to “batch” the transactions for execution through other broker-dealers with orders for other accounts we manage. As a result, you may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the account than would otherwise be the case.

## **XII.(B). Order Batching**

---

Transactions for the client’s account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at the same or approximately the same time. We may (but are not obligated to) combine or “batch” such orders in order to obtain best execution or to negotiate more favorable transaction rates. Reasoning for attempting to effect a batch order is that we may need to trade in the same security for multiple accounts at or around the same time and batching may allow us to achieve a more favorable price on average for all clients. Batching, however, doesn’t guarantee the lowest possible price for execution, however, it is intended to reduce the overall volatility in execution price for a large # of orders that if not batched together, may experience significantly different execution prices. Conversely, in the event that we do not batch a group of orders that otherwise may be a prime candidate for a batched order, the resulting cost for some clients may be higher or lower than what we might be able to achieve by processing a batched order for the benefit of those same clients.

To the extent that we elect to aggregate client orders for the purchase or sale of securities, including securities in which our associated persons may invest, we will generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* We will not receive any additional compensation or remuneration as a result of a batched order.

## **XIII. Review of Accounts**

---

### **XIII.(A). Review of Accounts or Financial Plans**

---

#### **Review of client accounts.**

We will review your accounts quarterly. The Designated Supervisor (i.e. the person named in our written supervisory procedures as the responsible party for this function) will review your accounts for best execution,

suitability, and service. The Designated Supervisor will review the performance and cost basis for your transactions. Your investment objectives are used to review for suitability. Quarterly, transactions are reviewed referencing your investment objectives for any transaction that may not fit your stated objectives, or our understanding of your investment objectives will be flagged and reviewed with the investment adviser representative placing the trade.

Name and title of Designated Supervisor: Andrew M. Brown, CCO. Mr. Brown will employ the procedures noted above for the client accounts subject to BWM's investment advisory services.

### **Review of Financial Plans.**

Unless specifically engaged to do so, we do not periodically review financial plans that we have prepared for clients.

### **XIII.(B). Non-Periodic Account Reviews**

---

Events that may trigger further client account reviews in addition to the standard quarterly review process may include, but would not be limited to, a notable increase in the volume of requests by the client to effect transactions in his/her accounts, where such transactions may appear to be inconsistent with the client's previously stated investment objectives. Other factors may include requests by the client to liquidate certain securities positions/contracts where such transactions may appear to be inconsistent with the client's previously stated investment objectives. Additional triggering factors could be the performance on an individual account being an outlier to the performance of accounts with similar investment objectives, and a very important trigger would be customer complaints. This last trigger would be a prime example of a trigger for an intermittent review of a client account.

### **XIII.(C). Reports to Clients**

---

Account statements will be provided no less frequently than quarterly by the custodian, not by us.

Account statements will identify account positions, balances, and transaction details. Upon your request, a quarterly account appraisal (written or electronic) may be created for you as well as an annual year-end statement.

In the event we also send account statements to you in addition to those provided by the qualified custodian, you are urged to compare any account statements provided by us to those provided by the custodian.

## **XIV. Client Referrals and Other Compensation**

---

### **XIV.(A). Compensation we Receive**

---

Other than the compensation arrangements described above in Item IV.(B), BWM does not receive any other compensation in connection with the investment advisory services provided to our clients.

### **XIV.(B). Compensation we Pay**

---

We do not compensate other parties for having referred clients or potential investment advisory clients to us.

## **XV. Custody**

---

We do not engage in activities that result in us being deemed to have custody of our client's funds and/or securities.

## **XVI. Investment Discretion**

In connection with our investment advisory services, we will generally seek and obtain your authorization to carry out part of our services on a purely discretionary basis. We will memorialize your authorization of our discretionary authority in our investment advisory agreement.

If you have authorized us to do so, we will exercise discretion over the following areas.

- 1) The specific securities to be bought or sold on the client's behalf
- 2) The amount of securities to be bought or sold on the client's behalf
- 3) Timing as to when such securities are to be bought or sold

We will have authority to exercise complete discretion with regard to the above named factors without restriction. If done so on a non-discretionary basis, we will make certain recommendations that must be authorized by you prior to our facilitation of any such transactions. As may be separately agreed to in writing, we will observe any other specific limitations that may be imposed by you in relation to this discretionary authority.

## **XVII. Voting Client Securities**

### **XVII.(A). Proxy Voting**

#### **Proxy Voting Policies and Procedures and Client Instruction**

In the event that you have authorized (via the Agreement) us to vote proxies on your behalf, we will perform the voting process for you subject to the following information and procedures. Alternatively, if you provide us with other, specific instructions as to how we are to carry out the proxy voting process on your behalf, we will do so. Such instructions must be written and included in or as part of our Agreement.

In an effort to assure that clients' proxy votes are carried out in our clients' best interests and not affected by any conflicts of interest that may exist, we have adopted the following elements as part of our proxy voting policy.

Regardless of the nature of the issue up for vote, we thoroughly and objectively research the voting options and the corporate landscape in order to arrive at a decision that we believe meets the best interests of the client as a shareholder of the company in question. The overriding theme of our policy is to vote client proxies in the manner that we believe is most consistent with the following:

- The client's stated investment objectives
- The client's desired voting interests
- The long-term well-being of the company soliciting the proxy
- An increase in shareholder value

#### **Conflicts of Interest...**

We recognize that conflicts of interest may arise when voting your proxies. A conflict of interest exists when your best interests are contrary to our best interests due to some relationship between the us and/or our associated persons and a company that is soliciting a proxy. Some examples may include:

- The spouse of one of our associated persons is a board member of a company whose management is soliciting proxies to vote on a salary increase for the board.
- We are an affiliated company of a company that has issued a proxy notice to individuals who are our clients.

- We or one or more of our affiliates may manage a pension plan, administer employee benefit plans, or provide brokerage, underwriting, insurance, or banking services to a company whose management is soliciting proxies.

It is our policy to vote proxies in the best interests of its clients regardless of the existence of any conflict of interest.

As authorized in our Agreement, we may exercise complete discretionary voting authority in relation to proxy notices that we receive on your behalf. If no apparent conflict of interest exists in relation to our exercise of our voting authority on your behalf, we shall vote all such proxies as we see fit and in your best interest.

Under certain circumstances, the most prudent action on our part may be NOT to vote a proxy(s). Under such circumstances, we shall ensure that appropriate records are maintained so as to justify not having voted such proxy(s).

#### **How to obtain our proxy voting record...**

We will ensure that a complete record is retained of the initial proxy notice and the subsequent vote that we cast on your behalf. For a copy of our proxy voting record on your behalf, please write or call us at:

Brown Wealth Management, LLC  
931 Commercial Street  
Conyers, GA 30012  
770-918-0702  
770-860-1900...fax

### **XVII.(B). Proxy Voting**

---

Since you have not authorized us to vote proxies on your behalf, we will not do so. Proxies related to the securities you own will be disseminated as dictated by the issuer, transfer agent, or as otherwise set forth in the account opening paperwork you completed for the custodian holding your account/assets. If you have questions related to a particular proxy notice, please call us at 770-918-0702.

If you have authorized us to vote proxies on your behalf, we will do so in accordance with the information provided above in XVII.(A). Proxies related to the securities you own will be disseminated as dictated by the issuer, transfer agent, or as otherwise set forth in the account opening paperwork you completed for the custodian holding your account/assets. If you have questions related to a particular proxy notice, please call us at 770-918-0702.

## **XVIII. Financial Information**

---

### **XVIII.(A). Balance Sheet**

---

We do not require or solicit prepayment of more than \$500 in fees per client, six months or more in advance. As a result, we are not required to provide our clients with a copy of our balance sheet from our most recently completed fiscal year.

### **XVIII.(B). Adverse Financial condition**

---

In the event that we have discretionary authority or custody of any of our clients' assets or if we require or solicit prepayment of more than \$500 in fees per client, six months or more in advance, we are required to disclose any financial condition that is reasonably likely to impair our ability to meet contractual commitments with our clients. No such conditions exist.

## **XVIII.(C). Bankruptcy-Related Matters**

---

During the past ten years, BWM has not been the subject of a bankruptcy petition.

## **XIX. Requirements for State-Registered Advisers**

---

### **XIX.(A). Control Persons**

---

The following individuals represent our principal executive officers or management persons. You will also find in the information below, the formal educational and background for each of these persons.

<b>Name:</b> Andrew McKinley Brown		
<b>Year of Birth:</b>	1966	
<b>Formal education after high school.</b>		
<b>Institution</b>	<b>Degree / Major</b>	<b>Date(s)</b>
University of Georgia	BBA, Business Management	1989
University of Georgia	MMC, Communications	1991
<b>Business background for the preceding five years.</b>		
<b>Entity</b>	<b>Position Held</b>	<b>Date(s)</b>
Brown Wealth Management, LLC	CCO	September 2005 to present
Brown Wealth Management, LLC	Member	January 2002 to present
Southern Financial Network, Inc.	Mortgage Broker/Originator	1993 to 2001

### **XIX.(B). Non-Investment Advisory Activities**

---

In addition to the investment advisory services we offer as we have described in this Brochure, we offer the following services.

	<b>Business Activity</b>	<b>Approximate Hours Per Month Spent on this Activity</b>
<input checked="" type="checkbox"/>	None	
<input type="checkbox"/>	Brokerage services related to securities	
<input type="checkbox"/>	Brokerage or advisory services related to insurance	
<input type="checkbox"/>	Brokerage or advisory services related to futures or commodities	
<input type="checkbox"/>	Banking services	
<input type="checkbox"/>	Accounting or bookkeeping services	
<input type="checkbox"/>	Legal services	
<input type="checkbox"/>	Real estate-related services	

### **XIX.(C). Performance-Based Fees**

---

We do not charge performance-based fees.

### **XIX.(D). Management Persons – Other Disclosures**

---

#### **XIX.(D).(1). Arbitration(s)**

None of our management persons have been involved in an award or otherwise to have been found liable in an arbitration claim alleging damages in excess of \$2,500 involving any of the following matters.



- A investment or an investment-related business or activity;
- Fraud, false statement(s), or omissions;
- Theft, embezzlement, or other wrongful taking of property;
- Bribery, forgery, counterfeiting, or extortion; or
- Dishonest, unfair, or unethical practices.

### **XIX.(D).(2). Civil, SRO, or Administrative Proceeding(s)**

None of our management persons have been involved in an award or otherwise to have been found liable in a civil, SRO, or administrative proceeding involving any of the following matters.

- An investment or an investment-related business or activity;
- Fraud, false statement(s), or omissions;
- Theft, embezzlement, or other wrongful taking of property;
- Bribery, forgery, counterfeiting, or extortion; or
- Dishonest, unfair, or unethical practices.

### **XIX.(E). Relationship Between Management Persons and Issuers**

---

Other than that which we have already described in Item 10.(C)., there are no additional relationships or arrangements between our management persons and any issuer(s) of securities.

# Form ADV

## Part 2B – Supplemental Brochure for...

Andrew M. Brown

---

---

March 24, 2020

Brown Wealth Management, LLC  
CRD/IARD#: 119213  
931 Commercial Street  
Conyers, GA 30012  
770-918-0702  
770-860-1900...fax  
andy@brownwm.com

---

---

This brochure supplement (“Supplement”) has been prepared by Brown Wealth Management, LLC (“BWM”) and it provides information about the qualifications and background of the supervised person named above, hereinafter referred to as “Mr. Brown.” You should review this Supplement in conjunction with Part 2A of our Form ADV, also known as our “Brochure.” You should have already received a copy of our brochure and if not or if you have questions about anything in this Supplement, please contact us at 770-918-0702 or [andy@brownwm.com](mailto:andy@brownwm.com). Additional information about BWM or any of our supervised persons (who are registered under our firm) is also available on the SEC’s Investment Adviser Public Disclosure (“IAPD”) which can be found at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

The format/layout of this Supplement has been dictated by the SEC. The subsections appearing under each heading shall follow the mandated ordering of the items required to be addressed in this Supplement as set forth in the instructions and guidance issued by the SEC in regard to Part 2B of the Form ADV. BWM’s response to each such item shall immediately follow each numbered item. We encourage any reader of this Supplement to also refer to the SEC’s instructions and guidance related to Part 2B of the Form ADV. Throughout this Supplement, any references to “we,” “our,” “ours,” “us,” etc. are meant to refer to BWM.

The information in this Brochure has not been approved or verified by the SEC or by any state securities authority.

## Table of Contents

II. Educational Background and Business Experience .....	3
III. Disciplinary Information.....	3
III.(A). Criminal or Civil Matters .....	3
III.(B). Administrative Proceedings.....	4
III.(C). Self-Regulatory Organization (“SRO”) Proceedings .....	4
III.(D). Other Proceedings .....	4
IV. Other Business Activities .....	4
IV.(A). Other Investment-Related Activities .....	4
IV.(B). Other Activities .....	4
V. Additional Compensation .....	5
VI. Supervision .....	5
VII. Requirements for State-Registered Advisers.....	5
VII.(A).(1). Arbitration(s).....	5
VII.(A).(2). Civil, SRO, or Administrative Proceeding(s).....	5
VII.(B). Bankruptcy-Related Matters .....	6

## II. Educational Background and Business Experience

<b>Name:</b> Andrew McKinley Brown		
<b>Year of Birth:</b>	1966	
<b>Formal education after high school.</b>		
<b>Institution</b>	<b>Degree / Major</b>	<b>Date(s)</b>
University of Georgia	BBA, Business Management	1989
University of Georgia	MMC, Communications	1991
<b>Business background for the preceding five years.</b>		
<b>Entity</b>	<b>Position Held</b>	<b>Date(s)</b>
Brown Wealth Management, LLC	CCO	September 2005 to present
Brown Wealth Management, LLC	Member	January 2002 to present
Southern Financial Network, Inc.	Mortgage Broker/Originator	1993 to 2001

## III. Disciplinary Information

This portion of this Supplement is designed to provide you any pertinent information related to any disciplinary matters involving Mr. Brown. We are obligated to look back for a period of ten years unless more than ten years have elapsed since a particular disciplinary event but that we deem the matter significant enough that a reasonable person would find it material in evaluating Mr. Brown or our firm.

This information below is also available via the SEC's Investment Adviser Public Disclosure ("IAPD") which can be found at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

### III.(A). Criminal or Civil Matters

Has Mr. Brown been involved in a criminal or civil action in a domestic, foreign or military court of competent jurisdiction in which Mr. Brown...		
Was convicted of, or pled guilty or nolo contendere ("no contest") to (a) any felony; (b) a misdemeanor that involved investments or an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, or extortion; or (c) a conspiracy to commit any of these offenses;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is the named subject of a pending criminal proceeding that involves an investment-related business, fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was found to have been involved in a violation of an investment-related statute or regulation; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was the subject of any order, judgment, or decree permanently or temporarily enjoining, or otherwise limiting, the supervised person from engaging in any investment-related activity, or from violating any investment-related statute, rule, or order?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### III.(B). Administrative Proceedings

Has Mr. Brown been involved in an administrative proceeding before the SEC, any other federal regulatory agency, any state regulatory agency, or any foreign financial regulatory authority in which Mr. Brown...		
Was found to have caused an investment-related business to lose its authorization to do business; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was found to have been involved in a violation of an investment-related statute or regulation and was the subject of an order by the agency or authority...		
denying, suspending, or revoking the authorization of the supervised person to act in an investment-related business;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
barring or suspending the supervised person's association with an investment-related business;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
otherwise significantly limiting the supervised person's investment-related activities; or imposing a civil money penalty of more than \$2,500 on the supervised person?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### III.(C). Self-Regulatory Organization ("SRO") Proceedings

Has Mr. Brown been involved in a SRO proceeding in which Mr. Brown...		
Was found to have caused an investment-related business to lose its authorization to do business; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Was found to have been involved in a violation of the SRO's rules and was: (i) barred or suspended from membership or from association with other members, or was expelled from membership; (ii) otherwise significantly limited from investment-related activities; or (iii) fined more than \$2,500?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### III.(D). Other Proceedings

Has Mr. Brown been involved in any other proceeding in which a professional attainment, designation, or license of Mr. Brown's was revoked or suspended as a result of a violation of rules relating to professional conduct?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
In relation to the preceding item, did Mr. Brown resign or otherwise relinquish a professional attainment, designation, or license in anticipation of such a proceeding?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## IV. Other Business Activities

### IV.(A). Other Investment-Related Activities

Mr. Brown is not engaged in any investment related activities outside of BWM.

### IV.(B). Other Activities

Other than as described above in IV.(A), Mr. Brown is not engaged in any other activities outside the scope of his investment advisory activities on behalf of BWM.

## V. Additional Compensation

The purpose of this Item is to describe any additional compensation (outside that which has been described above in Section IV.(B).) that Mr. Brown may receive in addition to his normal compensation for the investment advisory services he/she performs under our firm. As applicable, such other forms of compensation are denoted in the following grid. Please note that regular bonuses paid by us as part of Mr. Brown's normal and customary compensation are not considered "additional compensation" for the purpose of this Item.

Type of Compensation	
<input type="checkbox"/>	Sales awards or other prizes
<input type="checkbox"/>	Bonus based, at least in part, on the number or amount of sales/transactions
<input type="checkbox"/>	Bonus based, at least in part, on client referrals
<input type="checkbox"/>	Bonus based, at least in part, on the # or type of new accounts opened
<input checked="" type="checkbox"/>	None

## VI. Supervision

As part of our overall compliance and supervisory process, we monitor the advisory activities of all of our supervised persons. As part of the supervisory process over the advisory activities of all of our supervised persons, Mr. Brown serves in the role of Designated Supervisor and in that capacity, shall carry out the following general supervisory steps.

- Periodic review of customer account activity
- Periodic review of electronic and other correspondence
- Observation during client meetings and/or phone calls
- On-site inspection of any supervised person's office location (if other than the our main office)

In order to ensure that we are effectively and consistently carrying out our supervisory process over all of our supervised persons' advisory activities, we maintain a set of Written Supervisory Procedures ("WSP") that, among other things, address matters such as supervision of the activities of our supervised persons like Mr. Brown. Our WSP manual is the guiding force behind all of our supervisory functions and is subject to the regular inspection by any regulatory bodies having jurisdiction over our investment advisory activities.

## VII. Requirements for State-Registered Advisers

The information below will supplement the information previously provided in Item 3 of this Supplement.

### VII.(A).(1). Arbitration(s)

Has Mr. Brown been involved in an award or otherwise been found liable in an arbitration claim alleging damages in excess of \$2,500 involving any of the following matters?		
A investment or an investment-related business or activity;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Fraud, false statement(s), or omissions;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Theft, embezzlement, or other wrongful taking of property;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Bribery, forgery, counterfeiting, or extortion; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Dishonest, unfair, or unethical practices.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

### VII.(A).(2). Civil, SRO, or Administrative Proceeding(s)

Has Mr. Brown been involved in an award or otherwise been found liable in a civil, SRO, or administrative proceeding involving any of the following matters?
--

A investment or an investment-related business or activity;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Fraud, false statement(s), or omissions;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Theft, embezzlement, or other wrongful taking of property;	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Bribery, forgery, counterfeiting, or extortion; or	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Dishonest, unfair, or unethical practices.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

## **VII.(B). Bankruptcy-Related Matters**

---

During the past ten years, Mr. Brown has not been the subject of a bankruptcy petition(s).