

FORM ADV PART 2A

Item 1 – Cover Page Amerity Wealth Management, LLC 4740 Cleveland Heights Boulevard, Suite 5 Lakeland, FL 33813 www.ameritywm.com 800-828-1751

www.ameritywm.com

February 2025

This brochure provides information about the qualifications and business practices of Amerity Wealth Management, LLC. If you have any questions about the contents of this Brochure, please contact us at (800) 828-1751 and/or dbond@ameritywm.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Amerity Wealth Management, LLC also is available on the SEC's website at <u>www.adviserinfo.sec.gov</u>. The searchable IARD/CRD number for Amerity Wealth Management, LLC is 322265.

Any references to Amerity Wealth Management, LLC as a registered investment adviser or its related persons as registered advisory representatives does not imply a certain level of skill or training.

Item 2 - MATERIAL CHANGES

At least annually, this section will discuss only specific material changes that are made to the Brochure and provide you with a summary of such changes. Additionally, reference to the date of the last annual update to this Brochure will be provided.

Pursuant to SEC Rules, we will ensure that you receive a summary of any material changes to this and subsequent brochures within 120 days of the close of our fiscal year, which is December 31st. We may further provide other ongoing disclosure information about material changes as necessary.

Additionally, we will further provide you with a new brochure as necessary based on change or new information, at any time, without charge.

Our brochure may be requested free of charge by contacting Dawn Bond at 800-828-1751 or dbond@ameritywm.com. Additional information about Amerity Wealth is also available via the SEC's website <u>www.adviserinfo.sec.gov</u>. The website also provides information about any persons affiliated with Amerity Wealth who are registered, or are required to be registered, as investment adviser representatives of Amerity Wealth.

Annual Amendment February 23, 2025Item 4

- Added disclosure about a new service offering for clients with 401k accounts and wanting asset management of their 401k. Disclosure of the service is under the heading Held away Accounts 401k Participant Accounts (Pontera Solution Platform).
- Added disclosure about pension consulting services to plan sponsors. Disclosure the services is under the heading Retirement Consulting Services.

Item 5

- Added a note of clarifying language under paragraph A. Fee Schedule stating not all platforms for United Kingdom pension assets prorate fees for inflows. Therefore, billing periods where a pension transfer occurs may not be prorated.
- Clarified fees on Charles Schwab accounts directly under management with Amerity Wealth are charged based on the value of the account at the end of the billing period. Fees for accounts custodied at Interactive Brokers are calculated based on the average daily balance of the account based on trading days in year.
- Added disclosure of the fee schedule for Held away Accounts 401k Participant Accounts on the Pontera Solution Platform and under the heading Pontera Solution Platform.
- Added disclosure of the fee schedule for Retirement Consulting Services.

Item 8 – Added disclosure about aspects of the variable index annuity.

Item 14 – added disclosure about a relationship with a service provider, Currencies Direct, whereby we will receive a financial benefit if you utilize their services. There is no obligation to use any particular entity for your FX needs.

Item 3 - TABLE OF CONTENTS

Item 1 – COVER PAGE	Cover Page
Item 2 - MATERIAL CHANGES	2
Item 3 - TABLE OF CONTENTS	
Item 4 - ADVISORY BUSINESS	5
Asset Management Services	6
Held Away Accounts – 401k Participant Accounts (Pontera Solution Platform)	7
Retirement Consulting Services	
UK Pension Plan Investment Services	
Financial Planning and Consulting Services	9
General Information	
IRA Rollover Considerations	
Item 5 - FEES AND COMPENSATION	
General Disclosure	
Asset Management Services	
Foundations Investment Advisors ("Foundations") Platform	
Third-Party Asset Managed Platforms: Alternativ Licensed Turnkey Solutions,	
Inc.("Alternativ"), Dunhill, Charles Schwab Marketplace	
Pontera Solution Platform	
Variable Index Annuities	
Retirement Consulting Services	
UK Pension Plan Investment Services	
Financial Planning and Consulting Services	
Item 6 - PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT	
Item 7 - TYPES OF CLIENTS	
Item 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK O	F LOSS 23
Item 9 - DISCIPLINARY INFORMATION	
Item 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS.	
Item 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT	
TRANSACTIONS AND PERSONAL TRADING	29
Item 12 - BROKERAGE PRACTICES	
Item 13 - REVIEW OF ACCOUNTS	
Item 14 - CLIENT REFERRALS AND OTHER COMPENSATION	
Item 15 - CUSTODY	
Item 16 - INVESTMENT DISCRETION	
Item 17 - VOTING CLIENT SECURITIES	
Item 18 - FINANCIAL INFORMATION	
AMERITY WEALTH MANAGEMENT, LLC'S PRIVACY NOTICE	

Item 4 - ADVISORY BUSINESS

Amerity Wealth Management, LLC (hereinafter referred to as "Amerity Wealth") is an investment advisory firm offering a variety of advisory services customized to your individual needs.

A. Amerity Wealth was established in January 2022. The principal owners and members of Amerity Wealth are Mark Wells and Dawn Bond.

Amerity Wealth is an investment adviser that consists of many independent contractors who have affiliated with Amerity Wealth as Advisory Representatives to offer the advisory services and programs described within this brochure. Additionally, the Advisory Representatives are independent or captive insurance agents of Amerity Financial. Through Amerity Financial Advisory Representatives in the capacity of a licensed insurance agents offer various insurance products and services. Please refer to your Advisory Representative's Form ADV Part 2B for additional information.

The Advisory Representatives have a direct interest in the fee charged to you since Amerity Wealth will pay a portion of the advisory fee charged to you to your Advisory Representative. It is important to refer to the Item 5 – Fees and Compensation below. Our Advisory Representatives cannot exceed the fee disclosed under Item 5 below. However, the negotiability and the fee that you will pay for advisory services is determined between you and your Advisory Representative.

As an investment adviser, we are a fiduciary to our advisory clients. As fiduciaries, we are expected act and provide advice in the best interests of clients; have a duty to be loyal to our clients; make full and fair disclosure of all material conflicts of interest; seek best execution for client transactions; ensure that investment advice is suitable for clients' objectives, needs and circumstances; have a duty to have a reasonable, independent basis for investment advice; and refrain from effecting personal securities transactions that are inconsistent with client interests.

If your account is a retirement account and subject to the Employee Retirement Income Security Act of 1974, we are also a fiduciary within Section 3(21) under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. As ERISA fiduciaries, we are expected to provide advice that is in your best interest; only charge fees that are reasonable; and not make any materially misleading statements about recommended transactions, fees and compensation, conflicts of interest, or any other matters relevant to your investment decisions.

- B. Amerity Wealth offers the following advisory services, which are more fully described below.
 - Investment and financial advice
 - Asset Management Services
 - Financial Planning

Asset Management Services

Amerity Wealth will provide continuous and ongoing management of your account.

Unless otherwise expressly requested by you, Amerity Wealth will manage your portfolio on a discretionary basis and will make changes to the allocation, strategy, and/or management as deemed appropriate by Amerity Wealth.

Amerity Wealth's management services include one or more of the following depending on assessment of your needs:

- Determine the securities to be purchased and sold in the account and alter the securities holdings from time to time, without prior consultation with you.
- Determine the managers and strategies to manage your portfolio and replace managers or strategies when appropriate.
- Assist you in understanding the services and strategies provided by third party investment advisers who will co-advise your account.
- Assist you to determine appropriate managed model portfolio strategy.
- Provide suitability updates to any third-party manager engaged to manage your account.
- Periodically meet with you to assess your financial situation and review your portfolio.

You should expect from time to time your account will be actively traded. Therefore, securities in the account can be held for periods of 30 days or less. Alternatively, when deemed appropriate positions will be held for longer- or shorter-term periods at the discretion of your Advisory Representative.

Amerity Wealth's asset management program involves teaming with one or more third-party asset manager(s) to coordinate asset management services. Amerity Wealth utilizes and works with the third-party manager to co-advise your account. Your advisory representative selects among model management strategies based on your investment goals, objectives, and risk tolerance. Additionally, your advisory representative can utilize a combination of model allocations, individual securities, mutual funds, exchange traded funds (ETFs), and variable index annuity products. Amerity Wealth offers asset management services through the following management platforms:

- Foundations Investment Advisors
- Alternativ Licensed Turnkey Solutions, Inc.

By execution of the Amerity Wealth Discretionary Asset Management Agreement, you will grant discretionary authorization to Amerity Wealth and your Advisory Representative to manage your account including selecting an overlay manager(s) and model account strategist, or third-party managers (collectively referred to as "Third-Party Service Providers"). In addition, you will authorize the custodian to follow our instructions as well as instructions given by Overlay Manager to effect transactions, deliver securities, deduct fees and take other actions with respect to the client account. For additional information about discretionary authorization, please refer to Item 16 - Investment Discretion below.

It is important you read the Disclosure Brochure to the Third-Party Service Providers prior to entering into any agreement to use a Third-Party Service Provider. The Disclosure Brochure contains important information about the fees, services, and conflicts of interests associated with the program and the Third-Party Service Provider. You can request a current copy of any manager's or strategist's Form ADV Part 2A upon request. Additionally, a current version of the disclosure brochure is available on the SEC's website at www.adviserinfo.sec.gov.

If you elect to have your accounts managed on a nondiscretionary basis, no changes will be made to the allocation of your account without prior consultation with you and your expressed agreement. Nondiscretionary is not available when an overlay management strategist or model account management strategy is utilized. There is risk with electing to have your account managed on a non-discretionary basis. The risk is that your Advisory Representative will not be able to conduct transactions in a timely manner. If you have your custom allocated accounts managed on a nondiscretionary basis, your Advisory Representative cannot make changes to the allocations in your account without prior consultation and your expressed agreement. With accounts managed on a nondiscretionary basis, there is an inherent risk your Advisory Representative will not be able to contact you in a timely manner in volatile markets. Your Advisory Representative will not be able to contact performing the effects of sharp market declines in an efficient manner without your expressed permission.

As previously stated, Amerity Wealth primarily uses managed models managed by third party managers, exchange traded funds, unit investment trusts (UITs) open-ended mutual funds, and noload and load waived mutual funds. Load waived mutual funds will include institutional shares or mutual funds purchased at net asset value (NAV), and individual stocks and bonds. Mutual funds purchased at NAV will have higher internal expenses and will cost the client more. Additionally, managed accounts can include: equity and fixed income securities, limited partnerships or real estate investment trusts (REITs), and variable index annuities. However, managed accounts are not exclusively limited to the aforementioned types of securities and include other securities such as alternative investments, options, and other securities deemed suitable for your portfolio by the Advisory Representative. It is important to read Item 5 below about costs and expenses/

Transactions in the account, account reallocations and rebalancing often trigger a taxable event, with the exception of IRA accounts, 403(b) accounts and other qualified retirement accounts.

Held Away Accounts – 401k Participant Accounts (Pontera Solution Platform)

Amerity Wealth uses a third-party platform (Pontera Solutions) to manage "held away" accounts. A held away account is an account that you maintain that is not held with a broker-dealer or custodian where we do not have a custodial relationship. For example, a 401(k)-account sponsored by your employer is a held away account. Prior to us managing any held away account, you will be provided with a link allowing you to connect one or more accounts to the platform. Once an account is connected to the platform, we will review the current allocations, and when deemed necessary, we will rebalance the account or alter the allocation as deemed appropriate. When clients engage Amerity Wealth in this capacity, they are responsible to keep the Pontera platform link active, so that Amerity Wealth will be able to access and manage the respective account without delay. If Amerity

Wealth determines that an Order Management System link has become inactive, Amerity Wealth will use its best efforts to notify the client to resolve the issue

Retirement Consulting Services

We provide retirement plan consulting services to plan sponsors but do not participate in the final decisions regarding the investments of the plan. We do not accept discretionary authority or responsibility of selecting the investments offered in the plan. We provide the following services to plan sponsors:

- Assist in drafting the plan's investment policy statement (IPS) as well as review and provide recommendations for revisions. Monitoring and recommending investments and revisions to the investment line-up offered by the plan.
- Participate in periodic review meetings with the plan sponsor's investment committee.
- Participate in participant enrollment meetings.

UK Pension Plan Investment Services

Amerity Wealth works with United Kingdom (UK) expatriates to determine if transferring their existing UK pension scheme(s) from former employer(s) to a self-invested personal pension (SIPP) or other appropriate pension scheme is in their best interest. A SIPP is a regulated pension product in the UK. If Amerity Wealth determines after analysis that a transfer is in the individual's best interest, Amerity Wealth will prepare, organize, and monitor the transfer process, and manage the assets on an ongoing and continuous basis. Additionally, we provide management services over any existing UK pensions including qualified retirement overseas pensions (QROPs).

The process of transferring a UK defined benefit or contribution plan is a complex and lengthy process and has many layers of fees as further described under Item 5 below. It is important you understand the costs, expenses and that a transfer can take up to a year to complete, particularly for defined benefit plans. Further, defined benefit (DB) plan transfers will require you to engage a UK advisor, in addition to Amerity Wealth, to evaluate your situation and issue an advice report. This is an added cost that can be as high as 5000 GBP. The fee is set the UK advisor and is independent of Amerity Wealth. Additionally, you will be required to participate in an educational session to help you understand your options.

You will be issued a written assessment or report outlining whether a pension transfer should be considered. The report will outline the advantages and disadvantages of transferring and information on the various costs and expenses. It is important clients considering transferring their UK pension review consumer information provided at https://www.fca.org.uk/consumers. There are advantages and disadvantages to transferring a UK pension as well as costs. A pension transfer is not appropriate for all individuals. When making a transfer, you will be giving up certain guarantees offered by the pension.

UK pension assets are held by a regulated pension trustee (authorized by the relevant financial services regulator where the pension plan is held) and subject to the terms and conditions of a separate agreement between the client and the pension trustee. It is important to read agreements and Key Information Documents (KID) thoroughly to understand fees and limitations.

If you choose to transfer your UK pension, Amerity Wealth will provide continuous and ongoing management services for an ongoing fee as further described below in Item 5. Amerity Wealth will manage the assets or suggest the use of a third-party asset manager. Use of a discretionary fund manager or model manager or strategist will add additional costs which are outlined below in item 5.

It is important to understand that reporting on UK assets is different from the United States. Valuation statements are generally made available on an annual basis (unless otherwise specifically requested). However, most UK platform providers provide online access to your pension.

We do not provide tax advice including, without limitation, in relation to any US tax reporting requirements and/or other tax implications arising in relation to clients' pension transfers. We recommend you seek your own tax advice, including in relation to procedures under tax treaties between the United States and the UK (or other applicable jurisdiction) for the avoidance of double taxation on non-US pension arrangements. Further, holding US funds or other securities in your UK pension will likely result in a 30% tax withholding that you may not be able to recoup. Please speak to a tax advisor for guidance related to tax matters.

Financial Planning and Consulting Services

Amerity Wealth offers broad-based and modular financial planning services. Financial planning services will typically involve providing a variety of services, principally advisory in nature, to clients regarding the management of their financial resources based upon an analysis of the client's individual needs. Amerity Wealth uses financial planning software to assist with determining the client's current financial position and define and quantify long-term goals and objectives. The financial planning software will run hypothetical scenarios based on variables to assist a client to determine a course of action. In no way can any program or software predict future results. It is a tool to enable analysis based on historical information to review possibilities that could occur if historical events were repeated.

A financial plan will analyze the following areas:

- **Personal:** family records, budgeting, personal liability, estate information and financial goals
- Tax and Cash Flow: Income tax and spending analysis and planning for past, current, and future years. Amerity Wealth will illustrate the impact of various investments on your current income tax and future liability.
- **Death and Disability:** Cash needs at death, income needs of the surviving dependents, estate planning and disability income analysis
- **Retirement:** Analysis of current strategies and investment plans to help you work toward retirement goals
- **Investments:** Analysis of investment alternatives and their effect on a client's portfolio.

- Estate Planning: Advice with respect to property ownership, distribution strategies, disposition of business interest, estate tax reduction, and tax payment techniques as well as discussion of gifts, trusts, etc. Further, a review of death and disability issues will be examined. Tax consequences and their implications are identified and evaluated.
- **Tax Planning:** Analysis of a financial situation or plan from a tax perspective. The purpose of tax planning is to find tax efficiencies, with the elements of the financial plan working together in the most tax-efficient manner possible.

Amerity Wealth will schedule a meeting with you and present the analysis of your situation and recommendations for steps to be taken to assist you to work toward financial goals.

Plans are based on your financial situation at the time and are based on financial information disclosed by you to Amerity Wealth. You are advised certain assumptions are made with respect to interest and inflation rates and use of past trends and performance of the market and economy. However, past performance is in no way an indication of future performance. Amerity Wealth offers no guarantees or promises that your financial goals and objectives will be met. Further, you must continue to review the plan and update the plan based upon changes in your financial situation, goals, or objectives or changes in the economy. Should your financial situation or investment goals or objectives change, you must notify Amerity Wealth promptly of the changes. You are advised the advice offered by Amerity Wealth is be limited and is not meant to be comprehensive. Therefore, you should consider seeking the services of other professionals such as an insurance adviser, attorney and/or accountant.

You are not obligated to implement advice through Amerity Wealth or Advisory Representatives. Should you implement the plan with Amerity Wealth's Advisory Representatives or Amerity Financial insurance agents, commissions or other compensation will be received by the licensed insurance agent and Amerity Financial in addition to the advisory fee paid to Amerity Wealth. The receipt of commissions is a conflict of interest.

General Information

Investment recommendations and advice offered by Amerity Wealth are not considered and should not be considered legal advice or accounting advice. You should coordinate and discuss the impact of financial advice with your attorney and/or accountant. You are advised that it is necessary to inform Amerity Wealth promptly with respect to any changes in your financial situation and investment goals and objectives. Failure to notify Amerity Wealth of any such changes will result in investment recommendations not meeting your needs.

C. Amerity Wealth tailors the advisory services it offers to your individual needs. You may impose restrictions and/or limitations on investing in certain securities or types of securities.

Services will begin with an initial consultation and data gathering. Your Advisory Representative will ask you various questions about your financial situation and request certain documents about your financial accounts. You will be asked to complete a fact finder or data gathering document. The information gathered by Amerity Wealth will assist Amerity Wealth to provide you with the requested services and customize the services to your financial

situation. Depending on the services you have requested, Amerity Wealth will gather various financial information and history from you including, but not limited to:

- Retirement and financial goals
- Investment objectives
- Investment horizon
- Financial needs
- Cash flow analysis
- Cost of living needs
- Education needs
- Savings tendencies
- Other applicable financial information required by Amerity Wealth in order to provide the investment advisory services requested.

IRA Rollover Considerations

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

As part of our consulting and advisory services, we offer you recommendations and advice concerning your employer retirement plan or other qualified retirement account. Our recommendations can include you consider withdrawing the assets from your employer's retirement plan or other qualified retirement account and rolling the assets over to an individual retirement account ("IRA"). Further, we offer our management services be applied to those funds and securities rolled into an IRA or other account for which we will receive compensation. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset-based fee as described above under Item 5. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee-based compensation. You are under no obligation, contractually or otherwise, to complete the rollover. Furthermore, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by us.

It is important for you to understand that many employers permit former employees to keep their retirement assets in their company plan. Also, current employees can sometimes move assets out of their company plan before they retire or change jobs. In determining whether to complete the rollover to an IRA, and to the extent the following options are available, you should consider the costs and benefits of each.

An employee will typically have four options:

- 1. Leave the funds in your employer's (former employer's) plan.
- 2. Move the funds to a new employer's retirement plan.
- 3. Cash out and take a taxable distribution from the plan.
- 4. Roll the funds into an IRA rollover account.

Each of these options has advantages and disadvantages. Before making a change, we encourage you to speak with your CPA and/or tax attorney.

If you are considering rolling over your retirement funds to an IRA for us to manage it is important you understand the following:

- 1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
 - a. Employer retirement plans generally have a more limited investment menu than IRAs.
 - b. Employer retirement plans often have unique investment options not available to the public such as employer securities, or previously closed funds.
- 2. Your current plan may have lower fees than our fees.
 - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.
 - b. You should understand the various products and services you might take advantage of at an IRA provider and the costs of those products and services.
 - c. It is likely you will not be charged a management fee and will not receive ongoing asset management services unless you elect to have such services. In the event your plan offers asset management or model management, there may be a fee associated with the services that is more or less than our asset management fee.
 - 3. Our strategy can have higher risk than the option(s) provided to you in your plan.
 - 4. Your current plan may offer financial advice, guidance, and/or model management or portfolio options at no additional cost.
 - 5. If you keep your assets titled in a 401k or retirement account, you could delay your required minimum distribution beyond age73. (You must take your first required minimum distribution starting the year in which you turn age 73 (72 if you reach 72 prior to January 1, 2023, or 70 ½ if you reach 70 ½ before January 1, 2020). If you reach 70½ in 2020, you had to take your first RMD by April 1 of the year after you reach the age of 72. For all subsequent years, including the year in which you were paid the first RMD by April 1, you must take the RMD by December 31 of the year. (Source IRS.gov))
 - 6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
 - a. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult an attorney if you are concerned about protecting your retirement plan assets from creditors.
 - 7. You may be able to take out a loan on your 401k, but not from an IRA.
 - 8. IRA assets can be accessed at any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
 - 9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
 - 10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

It is important that you understand the differences between these types of accounts and decide whether a rollover is best for you. Prior to proceeding, if you have questions contact your investment adviser representative, or call our main number as listed on the cover page of this brochure.

Wrap Program

Amerity Wealth does not offer a wrap fee program. Clients will pay a fee for asset management services, third-party manager(s) or strategist(s) if used, and transaction fees.

Assets Under Management

As of December 31, 2024, Amerity Wealth has \$277,340,000 of discretionary assets under management.

Item 5 - FEES AND COMPENSATION

General Disclosure

As stated under Item 4, Amerity Wealth consists of a group of independent contractors who are advisory representatives of Amerity Wealth. Many of the advisory representatives are licensed insurance agents with a sister company, Amerity Financial. Advisory Representatives offer the advisory services and programs outlined in this Form ADV Part 2A.

Variations in Fees and Interest in Fees Charged to You

While no Advisory Representative can exceed the fees schedules outlined below, each Advisory Representative can negotiate and charge an advisory fee based on the fee schedules below. The amount of the fee is not commensurate with education or tenure in the industry. Therefore, you will find different Advisory Representatives charge more or less than the fee you are being charged for similar services.

Your Advisory Representative has a direct interest in the fee charged to you since Amerity Wealth will pay a portion of the advisory fee charged to you to your Advisory Representative.

You will not be charged separate set-up fees or termination fees for services not received.

Share Classes and Costs

The advice provided by Advisory Representatives often involves recommendations to invest assets according to an asset allocation primarily involving mutual funds, UCITS (undertakings for collective investment in transferable securities) for UK pension assets, exchange traded funds, stocks, and bonds. Additionally, Advisory Representatives will recommend and utilize insurance products offered through Amerity Financial (sister company of Amerity Wealth).

Recommendations include investing into various share classes of mutual funds and UCITS for UK pension assets. Different share classes of securities involve different fee structures and internal costs. Institutional shares are often the least expensive from an internal cost perspective; however, the transaction fees can be higher. It is important you understand the internal cost structure of the various share classes. Additional information about costs and the various share classes can be found in the fund prospectus.

Registered investment company securities such as mutual funds, and variable products offer the securities in various share classes. Different share classes are priced differently and share classes other than institutional share classes will involve higher internal costs that over time will cost you more. Institutional share classes often have higher trading costs. A client needs to consider the amount invested and the length of anticipated holding to make a decision as to the share class most suitable to the client. Please read the disclosures under Item 10 below for important information about the advice and recommendations offered by advisory representatives. Representatives will select the lowest share class funds available and appropriate to the situation. However, in selecting the lowest share class, trading costs are sometimes higher. Selecting the lowest share class appropriate to the situation does not imply the lowest cost share class but means what the Representative deems the lowest cost for the situation. Representatives consider the anticipated holding period, cost structure, and administrative and transaction costs associated with selecting a share class. However, there is no way to predict the future and there could be occasions where a holding is liquidated sooner or held longer resulting in higher costs for the client. Additional information about share classes can be found in an Investor Alert issued by the Securities and https://www.investor.gov/additional-resources/news-alerts/alerts-Exchange Commission at bulletins/investor-bulletin-mutual-fund-classes. Additionally, the SEC and FINRA provide investor information at www.sec.gov and www.finra.org.

Asset Management Services

A. Fee Schedules

Fees are negotiable and are not based on a share of capital gains upon or capital appreciation of the funds or any portion of the funds.

You may make additions to the Account or withdrawals from the Account. Additional assets deposited into the Account after it is opened will be charged a pro-rata fee based upon the number of days remaining in the billing period.

The billing period is monthly or quarterly, in arrears or in advance depending on the account custodian.

Partial withdrawals from the account will result in a prorated portion of the fee. Fee adjustments for inflows and outflows in accounts will be factored into the fee calculation. (Not all platforms for United Kingdom pension assets prorate fees for inflows. Therefore, billing periods where a pension transfer occurs may not be prorated.) No fee adjustments will be made for Account appreciation or depreciation.

Fee Schedule

Advisor Directed

Fee Breakpoint Levels	Amerity Wealth Annual	Amerity Wealth Annual	Maximum Total Annual
ree breakpoint Levels	Maximum Fee	Platform Fee	Advisory Fee
Up to \$750,000	2.00%	0.10%	2.10%

\$750,001 to \$2,000,000	1.50%	0.10%	1.60%
Over \$2,000,000	1.00%	0.10%	1.10%

The fees are calculated by Amerity Wealth Management. Fees withdrawn directly from client accounts will be identified on the client's statement direct from account custodian (i.e. Charles Schwab or Interactive Brokers).

Your Advisory Representative will have the discretion to determine:

• How the fee will be determined

Option A: A flat fee will be calculated based on the value of <u>each account registration</u> under management (e.g., you have four accounts, therefore, each account is charged a fee based on the account value based on the fee schedule agreed to in your advisory agreement.

Option B: A flat fee will be calculated based on the <u>aggregated or household average</u> <u>daily value</u> of all managed accounts for the household.

For example, if you have four managed accounts with a value as of the just completed calendar month of: \$101,569.40, \$55,498.46, \$675,879.50, and \$74,301.12 with a total value of \$907,248.48, you will pay a fee on the total value of the managed accounts based on the agreed fee for the total value of all accounts combined.

Accounts custodied at Charles Schwab will be charged fees either on a monthly or quarterly basis either in advance or arrears of the period as agreed to in the investment advisory agreement. Accounts custodied at Interactive Brokers will be charged fees on a monthly basis in arrears.

- Fees charged in arrears for accounts custodied at Charles Schwab will be calculated based on the value of the account at the end of the billing period. Fees charged in advance of the billing period will be calculated based on the value of the account for the just completed month.
- Fees for accounts custodied at Interactive Brokers will be calculated based on the average daily balance of the account. Interactive Brokers calculates based on number of trading days and not actual days in the billing period.

Fee Breakpoint Levels	Amerity Wealth Annual Maximum Fee	Co-Advisor and Manager Fee	Maximum Total Annual Advisory Fee
Up to \$750,000	2.00%	0.30%	2.30%
\$750,001 to \$2,000,000	1.50%	0.30%	1.80%
Over \$ \$2,000,000	1.00%	0.30%	1.30%

Foundations Investment Advisors ("Foundations") Platform

Fee Breakpoint Levels	Amerity Wealth Annual Maximum Fee	Platform Annual Fee*	Maximum Annual Manager/ Strategist Fee**	Maximum Total Annual Advisory Fee
Up to \$750,000	2.00%	0.20%	0.50%	2.70%
\$750,001 to \$2,000,000	1.50%	0.20%	0.50%	2.20%
Over \$2,000,000	1.00%	0.20%	0.50%	1.70%

Third-Party Asset Managed Platforms: Alternativ Licensed Turnkey Solutions,
Inc.("Alternativ"), Dunhill, Charles Schwab Marketplace

*Platform fees will vary depending on the platform selected and the services provided.

**Total Manager and Strategist fees will not exceed 0.50% annually. Depending on the manager or strategist selected, fees can be less.

The fees are calculated by the co-advisor (Alternativ or Foundations Investment Advisors) and paid to Amerity Wealth. Fees are charged on a monthly basis in arrears.

In addition to the advisory fees above, you will pay custodian transaction charges in accordance with the custodian's transaction fee schedule for each transaction. The custodian offers some securities, a limited number of open-ended mutual funds and exchange traded funds, at no transaction fee. However, the security positions will be subject to a holding period or the client will incur early redemption fees which could be substantial in comparison to a transaction fee.

Pontera Solution Platform

This platform enables clients who participate in a 401k to engage Amerity Wealth to manage their 401k account. The platform is not accessible to all 401k plans and is limited based on the custodian and platform used by the 401k. Clients will set up access to their 401k account through the Pontera platform directly and authorize Amerity Wealth to manage their account.

The Pontera platform charges Amerity Wealth an annual fee in the amount of 30 basis points based on the value of your assets on a quarterly basis in advance of each quarter. Your advisory representative will charge you a management fee based on the fee schedule below which will include the 30 basis points cost Pontera charged Amerity Wealth.

Fee Breakpoint Levels	Amerity Wealth Annual Maximum Fee	Pontera Annual Platform Fee	Maximum Total Annual Advisory Fee
Up to \$750,000	1.80%	0.30%	2.10%
\$750,001 to \$2,000,000	1.30%	0.30%	1.60%
Over \$2,000,000	0.80%	0.30%	1.10%

You will be charged fees on a quarterly calendar basis in advance. The fee is calculated based on the value of your 401k account on the last day of the prior quarter. Fees will be prorated based on inception to the end of the quarter. A refund of fees will be issued if you terminate services calculated from the date your account was terminated on the Pontera Platform to the end of the current quarter.

Fees are generally debited from your taxable accounts or billed directly to you. If fees are billed directly to you, you will be presented with an invoice and payment is due within 15 days by check or you can ACH your payment to Amerity Wealth. Upon termination of our services, we will refund you for any partial periods.

Variable Index Annuities

Annual fees will not exceed 1.50% annually. Depending on the insurance company, fees will be monthly or quarterly in arrears. Your Amerity Wealth advisory agreement will disclose the payment period (i.e. monthly or quarterly). Fees are calculated based on the end of the period value of the variable index annuity.

Amerity Wealth can change the fee schedules upon 30-days prior written notice to you.

- B. *Collection of Advisory Fees.* Advisory fees are collected directly from your account, provided you have given Amerity Wealth or the Co-Advisory Platform (i.e. Foundations and/or Alternative) written authorization. Written authorization is granted by execution of the client advisory agreement to direct the deduction of advisory fees direct from your account. You will be provided with an account statement reflecting the deduction of the advisory fee direct from the account custodian. If the Account does not contain sufficient funds to pay advisory fees, Amerity Wealth has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees. You may reimburse the account for advisory fees, except for ERISA and IRA accounts.
- C. Additional Fees and Costs. In addition to the advisory fees above,
 - As stated above, you will pay transaction fees for securities transactions executed in your account in accordance with the custodian's transaction fee schedule. Certain securities in the portfolio trade at no transaction cost. However, the custodian often subjects such transactions to a holding period.
 - Additionally, you will pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the Account. Such fees are not charged by Amerity Wealth and are charged by the product, broker/dealer or account custodian. Amerity Wealth does not share in any portion of such fees. Additionally, you will pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any mutual fund purchased. Such advisory fees are not shared with Amerity Wealth and are compensation to the fund-manager.
- D. Termination Provisions.

You may terminate investment advisory services obtained from Amerity Wealth, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Amerity Wealth. You will be responsible for any fees and charges incurred from third parties as a result of maintaining the Account such as transaction fees for any

securities transactions executed and Account maintenance or custodial fees. Thereafter, you can terminate investment advisory services upon delivery to Amerity Wealth and your Advisory Representative of your written notice to terminate.

If a co-advisory platform is used (see list of platforms under Item 4), termination of the coadvisor is in accordance with the agreement between the platform and you.

Should you terminate or transfer funds and securities out of the account prior to the end of the calendar month, you will be charged a prorated advisory fee for the monthly billing period up to the date of termination. In the event you transfer the account, and no funds or securities remain in the account for Amerity Wealth to deduct its advisory fee, you will be sent a fee invoice. Fee invoices must be paid within 30 days of the date of the invoice or late fees of \$15 per 30 days after the date of the invoice will be charged plus interest of 18% per annum will be assessed until the invoice is paid in full.

Retirement Consulting Services

Fees are based on the value of the plan assets. An annual fee will not exceed 1.50% annually and is charged on a monthly or quarterly basis in arrears based on the value of plan assets as determined by the custodian. The plan sponsor will agree to the fee by execution of an agreement between us and the plan sponsor.

Fees can be deducted directly from the plan provided the plan permits the deduction of such fees. Alternatively, the Plan can issue payment directly to Amerity Wealth upon receipt of a fee invoice.

Retirement consulting services can be terminated upon receipt of written notice. Fees are for consulting services rendered. If fees are charged in advance of a period, a prorated refund will be issued based on time and services rendered.

UK Pension Plan Investment Services

As previously stated under Item 4, there are multiple fees clients will pay when electing to transfer a U.K. pension to a Self-Invested Personal Pension ("SIPP") or Qualifying Recognised Overseas Pension Scheme ("QROPS") including:

- FCA required suitability report costs (required for defined benefit transfers)
- Initial planning and analysis fee
- Ongoing asset management fees
- Discretionary fund manager fees
- Investment platform, custodian, and trustee fees, and transaction and dealing fees.

In addition to the above fees, if the client has a defined benefit plan (DB scheme) with safeguarded benefits in excess of $\pm 30,000$ are subject to review and analysis by a UK regulated adviser, unaffiliated with us. The client will be required to pay a fee to a U.K. qualified Advisor to prepare a U.K. suitability report, which can be $\pm 5,000$ or more, depending on the UK Advisor, the value of UK

pension assets, and the time frame the report is needed. The fee is paid direct to the UK Advisor for the analysis and report and is not determined or set by Amerity Wealth or shared with Amerity Wealth or its advisory representatives. UK pension transfers. The suitability report fee is charged to the client and is an added cost incurred by the client, whether or not the client decides to move forward with the pension transfer. The cost of the suitability report will be invoiced to the client or will be deducted directly from the pension asset once the transfer to the SIPP has been completed. In certain circumstances your Advisory Representative can agree to cover the cost of the report fee on your behalf and you will be obligated to reimburse us for the fee. You can elect to pay the fee from transferred assets. However, this will deplete the pension assets and the amount that will be invested. It is important to understand costs before beginning the process of obtaining the report. Typically, U.K. qualified Advisors will advise against a transfer and will outline in their report their opinions. Regardless of the outcome, you will be subject to the report fee.

Clients will pay Amerity Wealth two fees if a UK pension transfer progresses. 1) Initial Fee: The initial fee is a percentage fee based on the value of the pension assets to be transferred. 2) Annual Ongoing Fee: After pension assets are transferred, Amerity Wealth will receive an ongoing fee for management of assets and continuous review. The fee is based on the value of the account as determined by the UK platform. Fees are further described below. Fees are negotiable and will be determined based on several factors including size of the pension assets, services being provided to the client, complexity of the situation, and consultations.

<u>Initial Fee</u>

Clients will pay an initial fee covering time and services for analysis and planning, advice, consultation, and review and establishment of a SIPP, QROPS, or other applicable plan. The initial fee is calculated on and deducted directly from the value of the assets transferred, unless directly paid by the client. The trustee or platform will calculate and deduct the initial fee and remit fees to Amerity Wealth. The fee is a contingent fee, meaning the client will only pay the fee if the client elects to transfer their pension. This is a conflict of interest because there is an incentive to recommend a transfer in order to receive compensation. To mitigate this conflict of interest this disclosure is provided, and clients should discuss the transfer with another professional.

<u>Initial Fee</u>

• The initial fee is calculated based on the value of the pension assets transferred from a defined benefit or defined contribution scheme to a SIPP. The fee is calculated by the trustee or platform provider and is agreed on between you and your advisory representative. The agreed upon fee is disclosed in the advisory agreement with Amerity Wealth and in the trustee or platform application.

Fee Based on Total Transfer	Maximum Initial Advisory
Value	Fee
Up to £250,000	3.0%
£250,001-£750,000	2.5%
Over £750,001	2.0%

The initial fee will be due in full upon the decision to transfer assets and funds to a SIPP and QROPS; or

- If the initial fee is paid out of transferred pension assets, the client is advised the fee will directly reduce the amount of assets available for investment.
- In the United States the Securities and Exchange Commission requires investment advisers to disclose that when fees exceed 3% the fees are considered excessive in comparison to fees charged by other investment advisers for similar services. UK pension transfers involve several layers of fees as further described below under Additional Fees and Costs. Therefore, considering the total fees a client will pay including our advisory fees, UK report writer, trustee, platform provider, etc. the fees can exceed 5% or more. It is important for a client to refer to charging schedules for all providers including investment fund costs.

Annual Ongoing Fee

- SIPP UK pension accounts (e.g., QROPS) will be charged an annual ongoing fee not to exceed 1.50% annually. The annual fee will begin immediately upon completion of the transfer.
- Depending on the SIPP or QROPs provider, fees will be deducted from the account either: 1) quarterly in arrears or 2) monthly in arrears.
- Fees are calculated by the platform provider and based on the valuation date established by the provider.
- Platform providers will typically not prorate fees for partial billing periods. Therefore, you will pay the full billing period (i.e., month or quarter) regardless of when assets were deposited to your account.
- Top offs to your UK pension will typically not result in a prorated fee. The entire account balance at the end of the billing period is charged a fee regardless of when any deposit was made.

General Disclosure

Advisory fees will be collected directly from your account. As stated above, the platform provider or custodian will calculate Amerity Wealth's advisory fees. Written authorization is granted to Amerity Wealth to receive fees direct from the platform provider or custodian by execution of the client advisory agreement. You will be provided with an account valuation reflecting the deduction of the advisory fee direct from the account custodian at a frequency as agreed by the platform provider. Additionally, you can request an account valuation at any time. If the Account does not contain sufficient funds to pay advisory fees, Amerity Wealth has limited authority to sell or redeem securities in sufficient amounts to pay advisory fees.

Additional Fees and Costs:

In addition to the fees outlined above, depending on the investment platform and SIPP provider or trustee, you will be subject to the following fees and costs:

- Transaction fees and/or dealing costs
- Discretionary Fund Manager or Discretionary Manager fees
- Investment platform fees
- Establishment or set-up fee and annual fees charged by the SIPP provider

- Annual trustee or administrative charges
- Income or benefit set-up and annual fees charged by the SIPP provider
- If a portfolio bond is utilized there will be set-up fees, ongoing administration fees, and dealing fees per trade
- Exit penalty fees associated with the bond that decline over a period often over a 10year period
- If mutual funds, UCITS, exchange traded funds or other pooled investment vehicles are used, the client will pay a proportionate share of the fund's management and administrative fees and sales charges as well as the fund adviser's fee of any fund purchased. Such advisory fees are not shared with Amerity Wealth and are compensation to the fund-manager.
- Exit fees are charged if changing platforms or trustees.
- Clients under management with Amerity Wealth who have a SIPP with a bond wrapper are provided with additional information:
 - Clients with a bond wrapper and attaining the age of 55 or older when pension distributions may be eligible (as permitted under UK regulation) prior to the 5-10 year surrender period, will incur penalties if distributions are taken.
 - Bond wrappers are not appropriate for clients with a potential need to take distributions from the account during the surrender period. A long-term investment time horizon of not less than the surrender period.
 - Early termination of the bond will result in the client incurring penalties including if death occurs during the non-surrender period.

Discretionary Manager or Third-Party Asset Manager:

A discretionary manager (DM) or also referred to as third party asset manager can be engaged to manage some or a portion of the SIPP assets. The DM will charge a fee up to 1.00% on the portion of assets allocated to the DM. Therefore, annual asset management fees can be 2.50% (i.e., 1.50 maximum Amerity Wealth fee plus 1.00% to the DM).

Additionally, such advisory fees are not shared with Amerity Wealth and are compensation to the fund-manager.

Additional Fees and Costs. In addition to the advisory fees above, you will pay transaction or dealing fees for securities transactions executed in your account in accordance with the custodian's transaction fee schedule. Additionally, you will pay fees for custodial services, account maintenance fees, transaction fees, and other fees associated with maintaining the Account. Amerity Wealth does not share in any portion of the aforementioned fees. The underlying investments in the SIPP will have internal costs that typically do not exceed 0.5%. This cost is borne by the investor and you will pay your proportionate share of the fund's management and administrative fees and sales charges as well as the mutual fund adviser's fee of any exchange traded fund, mutual fund, or Undertakings for the Collective Investment in Transferable Securities (UCITS) purchased. Such fees are not charged by Amerity Wealth and are charged by the product, broker/dealer, trustee, or account custodian. Amerity Wealth does not share in any portion of such fees. Such advisory fees are not shared with Amerity Wealth and are compensation to the underlying fund manager.

Termination Provisions

You may terminate investment advisory services obtained from Amerity Wealth, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Amerity Wealth. You will be responsible for any fees and charges incurred from third parties as a result of transferring and/or maintaining the account such as transaction fees for any securities transactions executed and account maintenance or custodial fees. Thereafter, you may terminate investment advisory services upon delivery to Amerity Wealth and your Advisory Representative of your written notice to terminate.

- a. If termination occurs prior to the initiation of the transfer of pension assets, clients will be responsible for time and third-party expenses incurred, such as the FCA report prepared by the UK qualified Advisor.
- b. If review, advice, and/or analysis of Client's United Kingdom pension have been initiated, Client will not be entitled to a prorated refund of the initial fee. The initial fee covers Adviser's time, analysis, and review of the pension assets and Client's financial situation.

Any ongoing fees due to Amerity Wealth are calculated and determined by the platform or custodian. The ongoing fee can be pro-rated by the platform or custodian based upon the number of days in the billing period up to Adviser's receipt of Client's written notice to terminate (the "termination date").

Financial Planning and Consulting Services

Fees for planning services are strictly for planning services. Therefore, you will pay fees for additional services obtained such as asset management. It is your Advisory Representatives discretion whether or not to waive a portion or all of any financial planning or consulting fee if you implement advice through your Advisory Representative and participate in an asset management program or service.

Fees are negotiable. Your fees will be dependent on several factors including time spent with the Advisory Representative, number of meetings, complexity of your situation, amount of research, services requested and staff resources, and your Advisory Representative.

Fee Type	Maximum Fee	Payable	
Fixed Fee		A fee payment schedule will be negotiated and agreed	
Based on Net Worth		upon between you and your Advisory Representative prior services beginning and will be outlined in the client	
• <\$500,000	\$1,500	advisory agreement. Fees are:	
• \$500,000 to	\$3,000	1. Payable up to one-half $(1/2)$ upon execution of	
\$1,000,000		the advisory agreement with Amerity Wealth and	
• >\$1,000,000	\$5,000	the balance due at the time of presentation of the plan or recommendations;	
		2. Quarterly installments with the full amount due upon presentation of the plan or	
		recommendations; or	
		3. Due in full at the time of presentation of the plan or recommendations.	

		4. Monthly Payments invoiced at the end of the month
Hourly Fee	\$300 per hour	Payable as invoiced by Amerity Wealth.

Termination Provisions

You may terminate advisory services obtained from Amerity Wealth, without penalty, upon written notice within five (5) business days after entering into the advisory agreement with Amerity Wealth. Thereafter, you may terminate investment advisory services with 30-days written notice to Amerity Wealth. You will be responsible for any time spent by Amerity Wealth.

Item 6 - PERFORMANCE-BASED FEES AND SIDE BY SIDE MANAGEMENT

This section is not applicable to Amerity Wealth. Amerity Wealth does not charge performancebased fees.

Item 7 - TYPES OF CLIENTS

Amerity Wealth's services are geared toward individuals both high net worth (i.e., clients with a net worth of \$2,200,000, exclusive of primary residence or has \$1,100,000 under management with Amerity Wealth) and other than high net worth. Additionally, Amerity Wealth's services are suitable for businesses, pension and profit-sharing plans, and trusts.

Item 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

A. Each Advisory Representative conducts their own analysis to determine the securities and asset allocations they will use in a client's portfolio. Amerity Wealth has entered into an agreement with third party managers acting as co-advisors to Amerity Wealth. Additionally, the third-party managers provide model portfolios, tools to analyze a client's situation, model investment strategies and asset allocations.

Additionally, Advisory Representatives will use a variety of resources to gather information including but not limited to newspapers, magazines, due diligence visits and interviews with vendors, product literature and prospectuses, asset allocation programs and software, and information provided by third party sources. Advisory Representatives conduct economic analysis to attempt to analyze and determine trends as well as fundamental analysis. Fundamental analysis generally involves looking at economic and financial factors. Some Advisory representatives employ technical market analysis and technical trend following. Technical analysis generally involves studying trends and movements in a security's price, trading volume, and other market-related factors in an attempt to discern patterns.

Depending on the needs of the client, the investment philosophy of the Advisory Representative, and recommendations provided by the third-party manager, long-term, shortterm and active trading strategies will be utilized. Factors that result in a change to a client's

portfolio include but are not limited to, economic factors, management changes with the security, tax law changes, objective change, and news or press releases, and financial changes with the client.

B. Amerity Wealth emphasizes that investment returns, particularly over shorter time periods, can be highly volatile and are dependent on a wide variety of factors. Thus, our investment management services are generally suitable only for long-term investment objectives or strategies, rather than for short-term trading purposes. Neither diversification nor asset allocation assure a profit or protect you against a loss, and there is no guarantee that your investment objectives will be achieved.

You are advised investing in securities involves risk of loss, including the loss of principal. Therefore, your participation in any of the management programs offered by Amerity Wealth will require you to be prepared to bear the risk of loss and fluctuating performance.

Amerity Wealth does not represent, warrantee or imply that the services or methods of analysis used by Amerity Wealth can or will predict future results, successfully identify market tops or bottoms, or insulate you from losses due to major market corrections or crashes. Past performance is no indication of future performance. No guarantees can be offered that your goals or objectives will be achieved. Further, no promises or assumptions can be made that the advisory services offered by Amerity Wealth will provide a better return than other investment strategies.

C. Amerity Wealth uses third party manager platforms. Client managed portfolios will generally be invested in mutual funds and exchange traded funds. Additionally, individual equities and fixed income securities will be used. The following are some of the primary risks associated with the securities and strategies utilized. Please do not hesitate to contact us to discuss these risks and others in more detail.

Mutual Funds: Mutual fund fees are described in the fund's prospectus, which the custodian mails directly to the client following any purchase of a mutual fund that is new to the client's account. In addition, a prospectus is available online at each mutual fund company's Web site. At the client's request at any time Amerity Wealth will direct the client to the appropriate Web page to access the prospectus. The risks with mutual funds include:

- Manager Risk: This is the risk that an actively managed mutual fund's investment adviser will fail to execute the fund's stated investment strategy.
- Market Risk: This is the risk that the Stock Market will decline, decreasing the value of the securities contained within the mutual funds we recommend to you.
- Industry Risk: This is the risk that a group of stocks in a single industry will decline in price due to adverse developments in that industry, decreasing the value of mutual funds that are significantly invested in that industry.
- Inflation Risk: This is the risk that the rate of price increases in the economy deteriorates the returns associated with the mutual fund.

Registered investment company securities such as mutual funds, and variable products offer the securities in various share classes. Different share classes are priced differently and have varying levels of internal costs and share classes other than institutional share classes will involve higher internal costs that over time will cost you more. Institutional share classes often have higher trading costs; however, the internal costs of the fund are lower. Over a period of time, share classes other than institutional shares will become more expensive if held in the account for a long period of time. A client needs to consider the amount being invested and the length of anticipated holding to determine the share class most suitable. Advisorv Representatives will select the lowest share class funds available and appropriate to the situation. However, in selecting the lowest share class, trading costs are sometimes higher. Selecting the lowest share class appropriate to the situation does not imply the lowest cost share class but means what the Advisory Representative deems the lowest cost for the situation. Advisory Representatives consider the anticipated holding period, cost structure, and administrative and transaction costs associated with selecting a share class. However, there is no way to predict the future and there will be occasions where a holding is liquidated sooner or held longer resulting in higher costs to the client. Additional information about share classes can be found in an Investor Alert issued by the Securities and Exchange Commission at https://www.investor.gov/additional-resources/news-alerts/alerts-bulletins/investor-bulletinmutual-fund-classes. Additionally, the SEC and FINRA provide investor information at www.sec.gov and www.finra.org.

Exchange Traded Funds (ETFs): ETFs are professionally managed pooled vehicles that invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities or any combination thereof. ETFs trade on an auctionable market. Therefore, there is more price fluctuation with ETFs than with mutual funds since ETFs trade throughout the day, whereas mutual funds are priced once a day. Also, since most ETFs only mirror a market index, such as the S&P 500, they won't outperform the index. While ETFs generally provide diversification, risks can be significantly increased for funds concentrated in a particular sector of the market, or that primarily invest in small cap or speculative companies, use leverage (i.e., borrow money) to a significant degree, or concentrate on a particular type of security rather than balancing the fund with different types of securities.

Individual Equities: The risks with stocks are prices fluctuate throughout the day. Stocks can drop in value and become worthless. The risks with stocks are market risk and company specific risk. The price of a stock can decline due to company-specific reasons as well as the health of the overall stock market. Even dividends, which many beginning investors believe are guaranteed payments by the company, can decline or be totally eliminated. Investing in micro, small or mid-sized companies involve risks not associated with investing in more established companies. Since equity securities of smaller companies do not always trade as often as equity securities of larger, more established companies, it is difficult or impossible for the securities to sell.

Bonds: Investing in bonds involves the assumption of risk including:

- <u>Interest Rate Risk</u>: which is the risk that the value of the bond investments we recommend to you will fall if interest rates rise.
- <u>Call Risk</u>: which is the risk that your bond investment will be called or purchased back from you when conditions are favorable to the bond issuer and unfavorable to you.
- <u>Default Risk</u>: which is the risk that the bond issuer is unable to pay you the contractual interest or principal on the bond in a timely manner or at all.

• <u>Inflation Risk</u>: which is the risk that the rate of price increases in the economy deteriorates the returns associated with the bond.

Variable Index Annuities: An indexed annuity is a complex financial product. It is a type of annuity contract between an investor and an insurance company. An indexed annuity generally promises to provide returns linked to the performance of a market index. Not all indexed annuities are regulated by the SEC. The SEC regulates only indexed annuities that are securities. These indexed annuities can expose investors to investment losses. If the indexed annuity is a security, generally a prospectus will be delivered to you. Variable index annuities have market risk and expose investors to investment losses and have expenses. Additional information can be found at https://www.investor.gov/introduction-investing/general-resources/news-alerts/alerts-bulletins/investor-bulletins/updated-investor-bulletin-indexed-annuities.

Third Party Managers: Please refer to the third-party service provider's Form ADV and associated disclosure documents for details on their investment strategies, methods of analysis and associated risks. The risks with utilizing third party managed programs include:

- Market and economic risk.
- The risk the third-party manager is not managing to the objective or managing based on the stated strategy.
- The risk of the securities managed by the third-party manager will decline or fluctuate, impacting the overall performance of the portfolio.
- The risk that the performance of the portfolio will be diminished by the fees of the third-party manager and expenses associated with the securities.
- Additional layer of fees.

Risks

The business of investing in securities is highly competitive and the identification of attractive investment opportunities is difficult and involves a high degree of uncertainty. Varied fluctuations in the price of investments are a normal characteristic of securities markets due to a variety of influences. Managed account programs should be considered a long-term investment and thus long-term performance and performance consistency are the major goals.

Tax Risk

Income tax costs result from the sale of individual securities within your account, unless the account is otherwise tax sheltered or tax deferred. Income tax costs directly reduce investment returns. Under the current income tax system, securities held less than one year that are sold at a gain (short term capital gains) are taxed at the client's highest marginal tax rate, and securities held greater than one year that are sold at a gain (long term capital gains) are taxed at a reduced long-term capital gains rate. Furthermore, the Alternative Minimum Tax (AMT) impact of long and short-term capital gains incurred in the tax year in question should be considered. You as the client are responsible for all tax liabilities arising from the sale of securities within the account.

Investing in emerging markets involves greater risk than investing in more established markets. Such risks include exchange rate changes, political and economic upheaval, the relative lack of

information about these companies, relatively low market liquidity, and the lack of strict financial and accounting controls and standards.

Investing in fixed income securities involves special risks not typically associated with equity securities. These risks include credit risk, which is the risk of loss due to the inability to meet contractual debt obligations, and interest rate risk, which is the risk that an investment's value will change due to a change in the level of interest rates. Additionally, there is an inverse relationship between bond prices and interest rates specific to fixed income securities. As interest rates rise, bond prices fall and, conversely, as interest rates fall, bond prices rise.

Long-term purchases – Using a long-term purchase strategy generally assumes the Financial Markets will go up in the long-term which is not always the case. There is also the risk that the segment of the market that you are invested in or perhaps just your particular investment will go down over time even if the overall Financial Markets advance. Purchasing investments long-term creates an opportunity cost - "locking-up" assets that is be better utilized in the short-term in other investments.

Active Trading – frequent trading of securities; explain how frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes

Fundamental and technical analysis does not attempt to anticipate market movements. This represents a risk, as the price of a security can move up or down along with the overall market, regardless of the economic and financial factors considered in evaluating the security. The success of this strategy depends in large part on the ability to accurately assess the fundamental value of securities. An accurate assessment of fundamental value deepens on a complex analysis of a number of financial and legal factors. No assurance can be given that we can assess the nature and magnitude of all material factors having a bearing on the value of securities.

Quantitative Analysis: The risk of the analysis using mathematical and statistical modeling is that they do not accurately predict future investment patterns. Day-to-day changes in the market prices of investments follow random patterns and are not predictable with any reliable degree of accuracy.

Qualitative Analysis: The risk of analysis using more subjective criteria is that the information obtained to make the analysis is inaccurate and skews the analysis. In addition, measuring (or weighting) the criteria will likely be inconsistent from one analysis to another and could adversely affect the investment decisions.

No investment strategy can avoid loss. Investing in securities involves the risk of loss that you need to be prepared to bear.

Item 9 - DISCIPLINARY INFORMATION

Investment Advisers must disclose any legal or disciplinary events that would be material to your evaluation of Amerity Wealth or the integrity of our services. In the most recent ten-year period, there are no events that have occurred requiring disclosure.

Item 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

Several Advisory representatives are licensed insurance professionals and are agents with Amerity Financial, LLC or another insurance agency. Amerity Financial, LLC is an insurance marketing organization and has selling agreements with various insurance companies to offer their insurance products and services. Amerity Financial, LLC and Amerity Wealth are under similar control and management. Clients are under no obligation to participate in insurance products or services offered by any advisory representative in the capacity as a licensed insurance agent through Amerity Financial, LLC or any other insurance company or agency. Advisory Representatives engaging in insurance agent activities have a conflict of interest to recommend and offer insurance products can pay as high as 8% of the premiums. A portion of the commissions earned by Amerity Financial are passed to the licensed agent. As compared with other products, the commissions paid on insurance products are considered high. To mitigate this conflict of interest this disclosure is provided to you. Further, you are encouraged to seek a second opinion on any insurance recommendations from another licensed insurance professional.

Certain insurance products such as fixed index annuities are not suitable for all clients. Clients need to read the brochures and information carefully. Fixed index annuities also referred to as FIAs are generally not liquid for the first one to two years, carry long surrender periods and clients will incur a penalty if there is an excess of funds liquidated within the surrender period. There are pros and cons with all products and clients need to consider their financial situation carefully. Further, it is important to have sufficient liquidity in other areas of your portfolio. Please note, FIAs are an insurance product and not a securities product.

Amerity Wealth attempts to mitigate the conflicts of interest involving Advisory Representatives' ability to engage as an insurance agent and receive commissions if recommendations are implemented by providing you with these disclosures. Further, you are encouraged to consult other professionals about advice provided and implement recommendations through other financial professionals.

Amerity Wealth is not and does not have a related person who is a: futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person of the foregoing entities. Further, Amerity Wealth is not and does not have a related person who is: broker/dealer or other similar type of broker or dealer or a registered representative of broker/dealer licensed to offer securities products on a commission basis. Additionally, Amerity Wealth is not and does not have a related person who is an: investment company, futures commission merchant or commodity pool

operator; banking or thrift institution; lawyer or law firm; pension consultant; real estate broker or dealer; or sponsor or syndicator of a limited partnership.

Third Party Manager Relationship

As stated under Item 4, *Advisory Business* above, Amerity Wealth recommends other investment advisers (i.e., discretionary managers, third-party managers, and third-party service providers). Amerity Wealth and your advisory representative do not share a portion of the advisory fees you pay to the third-party service providers for their services. Fees paid to third-party service providers are separate from the fees paid to Amerity Wealth. Amerity Wealth's and your advisory representative's fee is in addition to the third-party manager fee. The third-party managers will calculate and deduct Amerity Wealth's and your advisory representative's fee from your account and remit the fees to Amerity Wealth.

Refer to Item 5 above for disclosure of fees. Advisory fees are paid to Amerity Wealth, to the management platform, and to any third-party manager or strategists used to manage your account.

Item 11 - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

Code of Ethics

- A. Amerity Wealth has a fiduciary duty to you to act in your best interest and always place your interests first and foremost. Amerity Wealth takes seriously its compliance and regulatory obligations and requires all staff to comply with such rules and regulations as well as Amerity Wealth's policies and procedures. Further, Amerity Wealth strives to handle your non-public information in such a way to protect information from falling into hands that have no business reason to know such information and provides you with Amerity Wealth's Privacy Policy. As such, Amerity Wealth maintains a code of ethics for its Advisory Representatives, supervised persons and staff. The Code of Ethics contains provisions for standards of business conduct in order to comply with federal securities laws, personal securities reporting requirements, preapproval procedures for certain transactions, code violations reporting requirements, and safeguarding of material non-public information about your transactions. Further, Amerity Wealth's Code of Ethics establishes Amerity Wealth's expectation for business conduct. A copy of our Code of Ethics will be provided to you upon request.
- B. Neither Amerity Wealth nor its associated persons recommend clients buy or sell securities in which we have a material financial interest.
- C. Amerity Wealth and its associated persons buy or sell securities identical to those securities recommended to you. Therefore, Amerity Wealth and/or its associated persons have an interest or position in certain securities that are also recommended and bought or sold to you. Amerity Wealth and its associated persons will not put their interests before your interest. Amerity Wealth and its associated persons cannot trade in such a way to intentionally obtain a better price for themselves than for you or other clients.
- D. Amerity Wealth is required to maintain a list of all securities holdings for its associated persons and develop procedures to supervise the trading activities of associated persons who have

knowledge of your transactions and their related family accounts at least quarterly. Further, associated persons are prohibited from trading in non-public information or sharing such information.

You have the right to decline any investment recommendation. Amerity Wealth and its associated persons are required to conduct their securities and investment advisory business in accordance with all applicable Federal and State securities regulations.

Prohibition on Use of Insider Information

Amerity Wealth has adopted policies and procedures to prevent the misuse of "insider" information (i.e., material non-public information). A copy of such policies and procedures is available to any person upon request.

Item 12 - BROKERAGE PRACTICES

Amerity Wealth does not maintain custody of your assets, although we are deemed to have custody of your assets when you give us authority to withdraw our advisory fee directly from your managed account. Additionally, Amerity Wealth will be deemed to have custody in certain situations involving standing letters of authorization and if you give us authority to transfer funds or securities between your accounts. (See Item 15-Custody, below.) Your assets must be maintained in an account at a "qualified custodian". Generally, a qualified custodian is a broker/dealer, bank, insurance company or other financial institution.

We recommend one of the qualified custodians for our clients. We recommend Charles Schwab & Co., Inc. (Schwab), a registered broker/dealer, member SIPC. For US connected persons living outside the United States wanting to trade multi-currency, we recommend Interactive Brokers, LLC (IB).

We are independently owned and operated and are not affiliated with Schwab or IB. Schwab and IB will hold your assets in a brokerage account and buy and sell securities when we and/or you instruct them too. While we recommend that you use Schwab or IB as custodian/broker, you will decide whether to do so and will open your account with Schwab and/or IB by entering into an account agreement directly with them. Conflicts of interest associated with this arrangement are described below as well as in Item 14 (Client referrals and other compensation). You should consider these conflicts of interest when selecting your custodian.

We do not open the account for you, although we will assist you in doing so. To establish an account with any custodian it will be necessary for you to complete and execute the custodian's application. If you do not wish to place your assets with Schwab, IB, or another qualified custodian with which we have a relationship, then we cannot manage your account. Therefore, the services provided by Amerity Wealth could be limited to only advice and will not include implementation. The ability to select another broker/dealer and custodian will depend on the ability for Amerity Wealth to obtain trade information and supervise the activities of its Advisory Representatives. Not all advisors require their clients to use a particular broker-dealer or other custodian selected by the advisor. Even though your account is maintained at Schwab or IB, we can still use other brokers to execute trades for your account as described below (see "Your brokerage and custody costs").

Schwab and IB will act solely as a broker/dealer and custodian and not as an investment adviser to you. The firms will have no discretion over your account and will act solely on instructions it receives from Amerity Wealth or you. Schwab and IB have no responsibility for our services and undertakes no duty to you to monitor our management of your account or other services we provide to you.

How We Select Brokers/Custodians

We seek to select a custodian/broker who will hold your assets and execute transactions on terms that are overall most advantageous when compared to other available providers and their services. We consider a wide range of factors, including, among others, these:

- Ability to service you and us
- Combination of transaction execution services along with asset custody services (generally without a separate fee for custody)
- Capability to execute, clear and settle trades (buy and sell securities for your account)
- Capabilities to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.)
- Breadth of investment products made available (stocks, bonds, mutual funds, exchange traded funds (ETFs), etc.)
- Availability of investment research and tools that assist us in making investment decisions
- Quality of services
- Competitiveness of the price of those services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate them
- Industry reputation, staying power as a company, financial strength and viability
- Technology and educational resources
- Confidentiality and security of your information
- Availability of other products and services that benefit us, as discussed below (see "Products and services available to us")

Your brokerage and trading costs

For our clients' accounts that Schwab and IB maintain, Schwab and IB generally do not charge you separately for custody services but is compensated by charging you commissions or other fees on trades that it executes or that settle into your account. Certain trades (for example, many mutual funds, and U.S. exchange-listed equities and ETFs) may not incur commissions or transaction fees. Schwab is also compensated by earning interest on the uninvested cash in your account in Schwab's Cash Features Program. In cases where we choose to execute a trade with different broker-dealer but where the securities bought or the funds from the securities sold are deposited (settled) into your Schwab or IB account, the firm charges you a flat dollar amount as a "prime broker" or "trade away" fee for each trade. These fees are in addition to the commissions or other compensation you pay the executing broker-dealer. Because of this, to minimize your trading costs, we have the firm where your account is held execute most trades for your account.

We are not required to select the broker or dealer that charges the lowest transaction cost, even if that broker provides execution quality comparable to other brokers or dealers. Although we are not required to execute all trade through Schwab or IB, we have determined that having the firm where your account is custodied execute most trades is consistent with our duty to seek "best execution" of your trades. Best execution means the most favorable terms for a transaction based on all relevant factors, including those listed above (see "How we select brokers/ custodians"). By using another broker or dealer you may pay lower transaction costs.

Products and services available to us from Schwab

Schwab Advisor Services[™] is Schwab's business serving independent investment advisory firms like ours. They provide us and our clients with access to their institutional brokerage services (trading, custody, reporting, and related services), many of which are not typically available to Schwab retail customers. However, certain retail investors may be able to get institutional brokerage services from Schwab without going through our firm. Schwab also makes available various support services. Some of those services help us manage or administer our clients' accounts, while others help us manage and grow our business. Schwab's support services are generally available at no charge to us. The following is a more detailed description of Schwab's support services:

<u>Services that benefit you.</u> Schwab's institutional brokerage services include access to a broad range of investment products, execution of securities transactions, and custody of client assets. The investment products available through Schwab include some to which we might not otherwise have access or that would require a significantly higher minimum initial investment by our clients. Schwab's services described in this paragraph generally benefit you and your account.

Services that do not directly benefit you. Schwab also makes available to us other products and services that benefit us but do not directly benefit you or your account. These products and services assist us in managing and administering our clients' accounts and operating our firm. They include investment research, both Schwab's own and that of third parties. We use this research to service all or a substantial number of our clients' accounts, including accounts not maintained at Schwab. In addition to investment research, Schwab also makes available software and other technology that:

- Provide access to client account data (such as duplicate trade confirmations and account statements)
- Facilitate trade execution and allocate aggregated trade orders for multiple client accounts
- Provide pricing and other market data Facilitate payment of our fees from our clients' accounts
- Assist with back-office functions, record keeping, and client reporting

<u>Services that generally benefit only us</u>. Schwab also offers other services intended to help us manage and further develop our business enterprise. These services include:

- Educational conferences and events
- Consulting on technology and business needs
- Publications and conferences on practice management and business succession
- Access to employee benefits providers, human capital consultants, and insurance providers
- Marketing consulting and support

Schwab provides some of these services itself. In other cases, it will arrange for third-party vendors to provide the services to us. Schwab also discounts or waives its fees for some of these services or pays all or a part of a third party's fees. Schwab also provides us with other benefits, such as occasional business entertainment of our personnel. If you did not maintain your account with Schwab, we would be required to pay for these services from our own resources.

Our interest in Schwab's services

The availability of these services from Schwab benefits us because we do not have to produce or purchase them. We don't have to pay for Schwab's services. These services are not contingent upon us committing any specific amount of business to Schwab in trading commissions or assets in custody. The fact that we receive these benefits from Schwab is an incentive for us to recommend the use of Schwab rather than making such decision based exclusively on your interest in receiving the best value in custody services and the most favorable execution of your transactions. This is a conflict of interest. We believe, however, that taken in the aggregate, our recommendation of Schwab as custodian and broker is in the best interests of our clients. Our selection is primarily supported by the scope, quality, and price of Schwab's services (see "How we select brokers/custodians") and not Schwab's services that benefit only us.

There is an incentive for Amerity Wealth and the Advisory Representatives to recommend a broker/dealer over another based on the products and services that will be received rather than your best interest. Therefore, it is possible clients pay commissions higher than those charged by other broker/dealers in return for the products and services received by Amerity Wealth and/or its Advisory Representatives. The products and services Amerity Wealth and its Advisory Representatives receive from the broker/dealer or account custodian will be used to benefit all clients including those clients who elect to maintain their accounts elsewhere.

Aggregated Trading Procedure

When appropriate, your Advisory Representative can aggregate ("bunch") transactions in the same security on behalf of more than one client in an effort to strive for best execution and to possibly reduce the price per share and/or other costs to clients. However, aggregated or bunched orders will not reduce the transaction costs to participating clients. Amerity Wealth conducts aggregated transactions in a manner designed to ensure that no participating client is favored over another client. Participating clients will obtain the average price per share for the security executed that day. To the extent the aggregated order is not filled in its entirety and when possible, securities purchased or sold in an aggregated transaction will be allocated on a random basis. Under certain circumstances, the amount of securities is increased or decreased to avoid holding odd-lot or a small number of shares for particular clients.

Item 13 - REVIEW OF ACCOUNTS

A. If you are participating in the Asset Management program, or ongoing planning or consulting, you will be invited to participate in at least an annual review or as agreed by you and your Advisory Representative. You may request more frequent reviews and set thresholds for triggering events that would cause a review to take place. Your Advisory Representative will monitor for changes or shifts in the economy, changes to the management and structure of a mutual fund or company in which your assets are invested, and market shifts and corrections.

If you are participating in Financial Planning and Consulting Services you will not receive regular reviews unless predetermined and agreed between you and your Advisory Representative. Amerity Wealth recommends you have at least an annual review and update to any plans. However, the time and frequency of the reviews is solely your decision.

Additionally, you will be charged review fees based on the fee schedule disclosed under the program. Other than the initial plan or analysis, there will be no other reports issued.

Your Advisory Representative will conduct your account review. Please refer to your Advisory Representative's Form ADV Part 2B for important biographical information.

- B. You must notify your Advisory Representative promptly of any changes to your financial goals, objectives or financial situation as such changes may require him review the portfolio allocation and make recommendations for changes.
- C. For US based accounts, you will be provided statements at least quarterly direct from the account custodian. Additionally, you will receive confirmations of all transactions occuring direct from the account custodian. UK pension assests you will generally receive an annual valuation and can request more frequent valuations from your advisory representative or access your account online.

Item 14 - CLIENT REFERRALS AND OTHER COMPENSATION

A. Product and service vendors recommended by Amerity Wealth can provide monetary and nonmonetary assistance with client events, provide educational tools and resources. In particular, insurance companies offer incentives such as trips and awards if a licensed insurance agents meet sales criteria established by the insurance company. Amerity Wealth does not select products solely based on monetary or non-monetary assistance. The selection of product is first and foremost. Amerity Wealth's due diligence of a product does not take into consideration any assistance it receives. The receipt of any compensation or incentive is a conflict of interest for the Advisory Representative to recommend business be directed through the broker/dealer. To mitigate this conflict of interest this disclosure is provided.

We receive an economic benefit from Schwab and IB in the form of the support products and services it makes available to us and other independent investment advisors whose clients maintain their accounts at Schwab and IB. Additionally, we receive similar support products and services from some of the third-party managers we utilize. We benefit from the products and services provided because the cost of these services would otherwise be borne directly by us, and this creates a conflict. You should consider these conflicts of interest when selecting a custodian. These products and services, how they benefit us, and the related conflicts of interest are described above (see Item 12—Brokerage Practices).

As stated under Item 4 above, Advisory Representatives are independent contractors. As such, the Advisory Representatives have a direct incentive in the advisory fees being charged since a portion of the advisory fee collected by Amerity Wealth will be paid to the Advisory Representative for compensation for advisory services. In other words, Advisory Representatives are not salaried, but instead, share in the fees charged to you by Amerity Wealth.

We have entered into referral arrangements with other companies such as currency exchange vendors to offer services to our clients. In return, those firms will pay a referral fee to us. This

is a conflict of interest for us to only refer our clients to those vendors who compensate us. To mitigate this conflict of interest we are informing you we have referral arrangements with Currencies Direct. You are not obligated to use the services of any vendor with whom we have a referral relationship and you are free to seek the services of any vendor to meet your needs.

Client Referral

In jurisdictions where solicitor or referral arrangements are permitted, Amerity Wealth enters into arrangements with individuals ("Solicitor") to refer clients to Amerity Wealth and its advisory representatives for compensation. Compensation to the Solicitor is dependent on the client entering into an advisory agreement with Amerity Wealth for advisory services. Compensation to a Solicitor is an agreed upon percentage of Amerity Wealth's advisory fee.

The solicitation/referral fee is paid pursuant to a written agreement retained by both the Amerity Wealth and the Introducer. Clients introduced to Amerity Wealth by an Introducer will be provided with an Introducer or Referral Disclosure prior to or at the time of entering into any investment advisory contract with Amerity Wealth. The Introducer or Referral Disclosure will explain the relationship between the Introducer and Amerity Wealth and that the Introducer is earning compensation. Introducers will often be insurance agents associated with a sister company, Amerity Financial.

The Introducer is not permitted to offer clients investment advice on behalf of Amerity Wealth. A client's advisory fee will not be increased as a result of compensation being shared with a Solicitor.

Item 15 - CUSTODY

Amerity Wealth does not take custody of your funds or securities, except:

- Amerity Wealth will be deemed to have custody in certain situations involving standing letters of authorization and if you give us authority to transfer funds or securities between your accounts or other designated account.
- Amerity Wealth will be deemed to have custody with the deduction of Amerity Wealth's advisory fees from your accounts.

Clients will receive account statements direct from the broker/dealer or account custodian reflecting the deduction of Amerity Wealth's advisory fee. Clients should carefully review statements received from the broker/dealer or account custodian. Further, clients should compare any written report received from Amerity Wealth with statements received direct from the broker/dealer or account custodian. Should there be any discrepancy the account custodian's report will prevail.

Item 16 - INVESTMENT DISCRETION

Unless you specifically elect to have your account managed on a non-discretionary basis, your account will be managed on a discretionary basis. Discretionary authority authorizes Amerity Wealth and your Advisory Representative the authority to buy, sell, exchange and convert securities

in your managed accounts and to engage, terminate, or replace Third-Party Service Providers. You will grant such authority by execution of the client advisory agreement. You may terminate discretionary authorization at any time upon receipt of written notice by Amerity Wealth.

Discretionary authority will be limited to Amerity Wealth and your Advisory Representative having the authority to determine the securities to be bought or sold for a client's account, the amount of securities to be bought or sold for a client's account, and the Third-Party Service Providers on your account.

Additionally, you are advised that:

- 1) You may set parameters with respect to when accounts should be rebalanced and set trading restrictions or limitations;
- 2) Your written consent is required to establish any mutual fund, variable annuity, or brokerage account;
- 3) With the exception of deduction of Amerity Wealth's advisory fees from the account, if you have authorized automatic deductions, Amerity Wealth will not have the ability to withdraw your funds or securities from the account.
- 4) Amerity Wealth will not have authority to remove or transfer funds or assets out of your account without your authorization with the exception of deduction of advisory fees from your account

Item 17 - VOTING CLIENT SECURITIES

Amerity Wealth does not vote your securities. Unless you suppress proxies, securities proxies will be sent directly to you by the account custodian or transfer agent. You may contact Amerity Wealth about questions you have and opinions on how to vote the proxies. However, the voting and how you vote the proxies are solely your decision.

Item 18 - FINANCIAL INFORMATION

- A. Amerity Wealth will not require you to prepay more than \$1200 and six or more months in advance of receiving the advisory service.
- B. As stated above, Amerity Wealth has discretionary authority over client accounts; however, that authority does not extend to the withdrawal of any client assets, with the exception of deduction of Amerity Wealth's advisory fees from your accounts. We are financially stable. There is no financial condition that is likely to impair our ability to meet our contractual commitment to you or any other client.
- C. Neither Amerity Wealth nor any of its Advisory Representatives has ever been the subject of a bankruptcy petition.

AMERITY WEALTH MANAGEMENT, LLC'S PRIVACY NOTICE

Current as of December 2022

Amerity Wealth Management, LLC ("Amerity Wealth") values our customers and makes it a top priority to safeguard the confidential information of our customers. We are committed to protecting your privacy and maintaining your trust and confidence.

Amerity Wealth collects information about you to assist us in providing services and products to help you meet your financial goals and objectives and provide high standards of customer service. Additionally, information is obtained from you in order to help us fulfill our legal and regulatory requirements. Information collected varies depending on the products and services requested and the scope of your engagement with us.

Facts	What does Amerity Wealth Management, LLC Do with Your Personal Information?
Why?	Amerity Wealth Management, LLC collects information about you to assist us in providing services and products to help you meet your financial goals and objectives and provide high standards of customer service. Additionally, information is obtained from you in order to help us fulfill our legal and regulatory requirements. Information collected will vary depending on the products and services requested and the scope of your engagement with us. Further, in providing financial services, the data is necessary for our legal and regulatory requirements and responsibilities and failing to provide information will result in discontinuation of services.
	Financial companies choose how they share your personal information. Federal and European Union law gives consumers the right to limit some but not all sharing. Federal and European Union law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect can include:
	Social Security number Account numbers and information
	Income Financial Information
	Assets Insurance, health, and medical information
	• Personal information (address, date of birth, net worth, income)
	We have an obligation to ensure that your personal information is accurate and up to date. Please contact us promptly to correct or remove any information that you think is incorrect.
	Use of our website. Information relating to usage of our website is collected using cookies. These are text files placed on your computer to collect standard internet log information and visitor behaviour information. We use your information collected from the website to personalize your repeat visits to the site. Additionally, we use cookies to track visitor use of the website and to compile statistical reports on website activity. For further information visit http://www.allaboutcookies.org/.

	You can set your browser not to accept cookies and the above website tells you how to remove cookies from your browser. However, in a few cases some of our website features do not function as a result.
	<i>Information about connected individuals.</i> We may need to gather personal information about your close family members and dependents in order to provide our service to you effectively. In such cases it will be your responsibility to ensure that you have the consent of the people concerned to pass their information on to us. We'll provide a copy of this privacy notice for them or, where appropriate, ask you to pass the privacy information to them.
	<i>No longer our customer.</i> When you are no longer our customer, we will continue to hold your information and share it as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons why financial companies can share their customers' personal information, the reasons Amerity Wealth Management, LLC chooses to share personal information and whether you can limit this sharing.
	Where third parties are involved in processing your data, we'll have a contract in place with them to ensure that the nature and purpose of the processing is clear, that they are subject to a duty of confidence in processing your data and that they will maintain the security and confidentiality of your information.
	When and where necessary for us to transmit or deliver your personal information to a third party, we will use appropriate security measures to protect your personal information in transit. Such methods can include the use of password protection, data encryption, and secured portals.

Reasons We Can Share Your Personal Information	Does Adviser share?	Can you limit this sharing?
For our everyday business purposes, such as processing your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
To fulfill our obligations to aid in the prevention of money laundering and other financial crimes we send your personal information to third party agencies for identity verification purposes.	Yes	No
For our marketing purposes to offer our products and services to you.	Yes	Yes
For joint marketing with other financial companies.	Yes	Yes

Reasons We Can Share Your Personal Information	Does Adviser share?	Can you limit this sharing?
For our affiliates' everyday business purposes - information about your transactions and experiences. We share information about our customers to process transactions, maintain your account(s), or respond to court orders and legal investigations.	Yes	No

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For our affiliates' everyday business purposes—information about your creditworthiness.	No	NA
For non-affiliates' everyday business purposes to assist us in obtaining business or providing account maintenance or customer service to your account(s).	Yes	No
For our affiliates to market to you-to offer new products or services to you.	No	NA
For nonaffiliates to market to you—we do not sell, share, or disclose your nonpublic personal information to nonaffiliated third-party marketing companies.	No	NA
 For advisory representatives who leave Amerity Wealth Management, LLC If your advisory representative leaves Amerity Wealth Management, LLC to join another investment adviser or other financial institution, the advisory representative retains copies of your personal information so that he or she can continue to serve you at the new firm. In doing so, your advisory representative shares your information with the new firm but is otherwise required to keep confidential the personal information obtained from you while the advisory representative was affiliated with Amerity Wealth Management, LLC, and he or she may use it only to service your account(s). Please note: Certain states and countries require affirmative consent to allow sharing. See below for more on your rights under state law. In the event that a Amerity Wealth Management, LLC advisory representative terminates his or her relationship with Amerity Wealth Management, LLC, and you want to follow your advisory representative to his or her new firm, please do not request to limit our sharing. 		Yes

Who We Are Who is providing this notice?	Amerity Wealth Management, LLC
What We Do	
How does Amerity Wealth Management, LLC protect my personal information?	 Amerity Wealth Management, LLC recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format, and we protect your personal information in the following ways: Computer safeguards and secured files and buildings. We only grant access to your personal information to parties with whom we have executed confidentiality/nondisclosure agreements and who need that information to serve you or to assist us in conducting our operations. We have physical and electronic safeguards in place to ensure that we comply with our own policy, industry practices, federal and state regulations, and European Union law. Our employees are trained in the proper handling of sensitive information.
How does Amerity Wealth Management, LLC collect my personal	 We collect your personal information, for example, when you: Open an account Apply for insurance Tell us about your investment or retirement portfolio Seek advice about your investments

information?	We also collect your personal information from others such as credit bureaus, affiliates or
	other companies.
Why can't I limit	Federal and European Union law give you the right to limit only:
all sharing?	 Sharing for affiliates' everyday business purposes—information about your creditworthiness
	• Affiliates from using your information to market to you
	• Sharing for non-affiliates to market to you
	State laws, European Union Law, and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Marketing	We would like to send you information about our products and services which may be of interest to you. If you are a European Union citizen and have agreed to receive marketing information, you may opt out at a later date by contacting us by one of the methods below.
	You have a right at any time to stop us from contacting you for marketing purposes or providing your information to other associated Companies. If you no longer wish to be contacted for marketing purposes, please contact us using the contact information below.

How Long We Maintain Your Information

During the course of our relationship with you we'll retain personal data which is necessary to provide services to you. We will take all reasonable steps to keep your personal data up to date throughout our relationship. Additionally, we are subject to regulatory requirements requiring us to retain your data for a specified minimum period, which is generally five years from the date you cease being our customer: This minimum period is the period during which we have a legal obligation to retain your records. Additionally, we reserve the right to retain data for a longer period where we believe it is in our legitimate interests to do so. In any case, we will not keep your personal data for longer than seven years after our relationship with you has ended. You have the right to request deletion of your personal data. We will comply with this request, subject to the restrictions of our regulatory obligations and legitimate interests as noted above.

How You Can Access Information We Hold About You

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please contact us using the contact details noted below. When your personal data is processed by automated methods you have the right to ask us to move your personal data to another organization for their use.

To Limit Our Sharing and Your Rights

- Call Amerity Wealth Management, LLC at (800) 828-1751
- Mail your request to: 4740 Cleveland Heights Boulevard, Suite 5, Lakeland, FL 33813

If you are a European Union citizen, you also have a right to lodge a complaint with the supervisory authority for data protection. However, in the first instance please contact the Amerity Wealth Management, LLC Compliance Department at:

4740 Cleveland Heights Boulevard, Suite 5 Lakeland, FL 33813

Changes to Our Privacy and Data Use Policy

Any changes we make to this policy in the future will be posted on our website and an updated version of this Privacy Notice will be provided to you so that you are always aware of how we use your Personal Data.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-
	financial companies.
Non-Affiliates	Companies not related by common ownership or control. They can be financial and non-
	financial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market
	financial products or services to you. This may include banks, credit unions, or other
	financial institutions with which we have a joint marketing agreement.

Other Important Information

Website. Our website contains links to other websites. This privacy policy only applies to our website. Therefore, when you link to other websites you should read their privacy policies and our privacy policy does not extend to any other vendor, company, or third party linked to from our website.

If you live in an "opt-in" state, where we are required to obtain your affirmative consent to share your nonpublic personal information with nonaffiliated third parties who do not currently assist us in servicing your account or conducting our business, your advisory representative is required to obtain your consent before your advisory representative can take your information with him or her should your advisor leave Amerity Wealth Management, LLC.