

ITEM 1 - COVER PAGE



Investment Advisory Brochure  
("ADV Part 2A")

March 28, 2022

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IARD Number: 153175

This brochure provides information about the qualifications and business practices of Triumph Wealth Advisors, Inc. If you have any questions about the contents of this brochure, please contact us at 770-924-9322 or call toll free 877-924-9322 or email us at [info@triumphwealthadvisors.com](mailto:info@triumphwealthadvisors.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 Triumph Wealth Advisors, Inc. also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## ITEM 2 - MATERIAL CHANGES

The 2022 annual update to the ADV part 2A for Triumph Wealth Advisors, Inc. has no material changes.

Pursuant to SEC Rules, we will provide you with one or more of the following:

- An updated annual brochure that includes a summary of any material changes to the brochure during the course of the previous business year within 120 days of business fiscal year. Our business fiscal year end is December 31<sup>st</sup>.
- A summary of material changes within 120 days of the close of our business fiscal year that includes an offer to provide a copy of the full annual updated brochure and information on how you may obtain the brochure from us.
- An interim amendment to the brochure if new information in response to Item 9 of Part 2A regarding disciplinary information as available; and
- An interim amendment resulting from any material change that could affect the relationship between you and us.

We will provide, free of charge, a new brochure at any time at your request, or as may become necessary based on material changes.

Currently, this Brochure may be reviewed and downloaded from [www.triumphwealthadvisors.com/ADV](http://www.triumphwealthadvisors.com/ADV) or by contacting our compliance department by calling us at 770-924-9322 or emailing [compliance@triumphadvisors.com](mailto:compliance@triumphadvisors.com).

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## ITEM 4 - ADVISORY BUSINESS

### OVERVIEW

Triumph Wealth Advisors, Inc. (hereinafter known as "TWA") was created to provide asset management services, financial planning services, and hourly consultations. Jason Daugherty is the founder and sole owner of TWA, which became registered as an investment advisory firm in December 2010. As of December 31, 2021, TWA manages \$16,500,000 assets on a non-discretionary basis and manages another \$76,000,000 using third-party money managers.

### SERVICES

TWA provides several investment advisory services to clients. A description of these services is provided in the following sections.

#### ***TWA's Asset Management Services***

TWA offers asset management services and advice to clients. TWA will obtain pertinent information concerning each client such as financial condition, investment objectives, tax status, and general risk characteristics. The information may be collected by TWA through questionnaires, account forms completed by the client, and/or through communication with the client. TWA will utilize the information provided by the client in recommending securities and monitoring existing investments.

TWA will tailor the client's portfolio to the needs of the client. Every client reserves the right to impose restrictions or guidelines on the management of his or her assets, including any limitations on the purchase or sale of a particular security or types of securities. Assets managed by TWA may be invested in a wide variety of securities, including but not limited to equities, fixed income, mutual funds, exchange-traded funds, and various retirement vehicles.

TWA will manage the assets on a non-discretionary basis. TWA will provide recommendations to the client, who has ultimate authority for the approval of such transactions. The client reserves the right to select the broker/dealer and/or custodian to be utilized in maintaining the client's assets. There is no minimum investment amount required by TWA to be a client.

clients will receive account statements from the custodian no less than quarterly concerning all transactions, balances and portfolio holdings within their account.

#### ***Third-party Asset Management Services***

TWA may utilize the services of third-party managers to offer asset management services to clients.

Prior to entering into an agreement with third-party managers to provide asset management services, TWA has conducted due diligence as to the background, reputation, performance, investment styles, and other determining criteria. After such due diligence has been conducted, TWA determines whether to enter into an agreement whereby clients will have access to the investment program(s) offered by such third-party managers.

Based on the needs and desires of the client, TWA will assist the client in the selection of a third-party manager. The client may be required complete various questionnaires and forms to help the client determine which manager(s) or strategies to utilize and more clearly gauge what type of portfolio services they are seeking. TWA will continue to monitor the performance of the third-party manager as it relates to the client's assets.

As the type and nature of services offered by the third-party manager will often vary between different

third-party managers, it is important for the client to carefully review a copy of the Form ADV of such third-party manager as well as any promotional materials provided to gain a complete and full understanding of the third-party manager's services and any requirements that they impose. The client should be aware that the third-party manager may or may not require assets to be managed on a discretionary basis, may limit the types of securities to be used, may not tailor assets to the needs of the client, and may have minimum dollar requirements to participate in such services.

### ***Plan Design***

TWA offers plan design services to clients seeking advice and direction on various aspects of financial planning. The level and extent of such financial planning services is dependent upon the level of services desired by the client and is tailored to their needs and desires.

TWA may work directly with the client or with the help of their other advisors (i.e. attorney, accountant, broker, insurance representatives). The financial planning approach encompasses six basic areas:

- |                         |                          |
|-------------------------|--------------------------|
| 1. Risk management      | 2. Investment Management |
| 3. Educational planning | 4. Retirement Planning   |
| 5. Tax planning         | 6. Estate planning       |

TWA will develop and provide the client a written plan pursuant to agreed-upon services. It is the responsibility of the client to indicate to TWA what plan design services the client seeks information and potential recommendations. In determining or selecting to receive plan design services, TWA is informing the client that they are under no obligation to act upon the recommendations or utilize TWA or any of its agent(s) or affiliates in executing any action or recommendation offered by TWA. Services will be rendered to the client within 6 months of entering into an agreement for plan design services.

### ***Hourly Consultation***

TWA offers a client the opportunity to receive hourly consultations on various topics or questions of importance to them. These consultations may involve specific questions about planning approaches, investment strategies, or opinions on the economy or market outlook. TWA reserves the right, based on the information obtained through such consultation, to provide advice, recommendations, and/or opinions at a time other than the consultation, as additional time may be necessary to provide quality advice, opinions, and recommendations. To that extent possible and applicable, TWA will tailor any advice rendered to the client. Any advice, opinions, or recommendations are only as good as the adequacy and accuracy of information provided by the client.

## **ITEM 5 - FEES AND COMPENSATION**

### **TWA ASSET MANAGEMENT SERVICES**

Triumph Wealth Advisors allows your IAR to set fees within ranges provided by TWA. As a result, your investment advisor representative may charge more or less for the same service than another investment advisor representative of TWA. The exact fees and other terms will be outlined in the agreement between you and TWA as notated on the Advisory Agreement. Clients should be aware that lower fees for comparable services may be available from other sources.

Each IAR is allowed to set TWA's total investment advisory fee up to a maximum amount of 2.5% annually. The fee charged to each client includes a portion attributable to TWA (which could include fees paid to a sub-advisor/manager and/or platform fee) and a portion attributable to the IAR, which is negotiable. The TWA fee can range from .10% to .95% annually, depending on the program or strategy selected, and the IAR or Outside RIA fee can be a maximum of 1.55%. For example, a common distribution for a total annual fee of 1.50% would include an allocation of .50% to TWA (including the asset based custodial fee if a wrap fee program is chosen) and an allocation of 1% to the advisor. This example is for illustrative purposes only. The actual total annual fee (which includes TWA's fee and the IAR/Outside RIA fee) charged for the TWA Platform will be specified in the client's agreement with TWA, Advisory Agreement.

Fees are paid either monthly or quarterly in arrears. At the end of each month/quarter fees are calculated based on the gross value of the managed assets. This is then multiplied by the annual fee percentage divided by 365 and multiplied by the days in the billing cycle. Since fees are paid in arrears, clients are only billed for the days those accounts are managed. The fees will be deducted directly from the client's account. Refer to Item 15 for a more complete discussion of the process of debiting fees.

In addition to the annual fees stated above, the client may incur additional charges from the broker/dealer maintaining the client's assets. Such fees include account maintenance fees, safekeeping fees, administrative fees, transfer fees, and transaction expenses, such as ticket charges and mailing and posting charges. For mutual funds, the client may incur periodic charges related to administrative charges, 12b-1 fees, and other costs. Additional periodic charges assessed by product providers for unit investment trusts, exchange traded funds, etc. may also be applicable. TWA and its agent(s) do not receive any commissions, service fees, or other compensation, other than the asset management fees, for providing products and services to the client.

If the client or TWA wishes to terminate their relationship with TWA or client, respectively, written notice shall be provided by the client to TWA, or vice-versa. Said termination shall be effective immediately upon receipt of the termination notice by the other party. client's death shall not terminate the authority granted to TWA hereunder until TWA has received actual notification of said death. The client has the right to terminate the Advisory Agreement without penalty within five business days of executing the Agreement. For terminations within five business days of executing the Agreement, the client will be entitled to a full refund of any monies paid to TWA. After five business days, the client: 1) will not be eligible for any refunds; and 2) will be assessed in arrears fees calculated based on the gross value of the account as of termination date that is pro-rated for the number of days in the quarter up to the date of termination to cover fees earned by TWA during the quarter.

### **THIRD-PARTY ASSET MANAGEMENT SERVICES**

The client will be assessed annual fees in accordance to the fees established by the third-party manager or program sponsor, unless otherwise negotiated. See the Form ADV for the third-party manager or program sponsor for the percentage amount to be owed by client, whether the fee is billed in advance or arrears, policies concerning refunds, and the mechanism for how clients remit fees owed for third-party asset management services. TWA will receive a portion of the fee collected by the third-party manager (.5% to 1.45% annually); however, the client will not pay additional fees by going through TWA as opposed to directly obtaining the services of the third-party manager.

The client should also be aware that in addition to any advisory fees established by the third-party manager, clients may be subject to various charges from the broker/dealer maintaining the client's assets. Such fees include account maintenance fees, safekeeping fees, administrative fees, transfer fees, and

transaction expenses, such as ticket charges and mailing and posting charges. In other cases, a program sponsor may collect a portion of the advisory fee in lieu of the fees discussed in the preceding sentence.

For mutual funds, the client may incur periodic charges related to administrative charges, 12b-1 fees, and other costs. Additional periodic charges assessed by product providers for unit investment trusts, exchange traded funds, etc. may also be applicable. TWA and its agent(s) do not receive any commissions, service fees, or other compensation, other than its portion of the advisory fee.

## **PLAN DESIGN**

Fees for plan design can vary widely based on the complexity, size, and additional resources (i.e. accountants and attorneys) necessary for development of the plan. Plan design fees range from \$450 to \$7,500. Fees are negotiated with client at the initial consultation and paid upon delivery of the plan in the form of a check.

Should the client decide to implement any recommendations offered in the plan design services, the client will be subject to any fees, such as asset management fees, and/or additional charges implementing such recommendations. In implementing any recommendations, if the client decides to utilize the asset management services of TWA, TWA and its agents will not receive any commissions, service fees, or other compensation, excluding the asset management fees, for providing products and services to the client.

The receipt of commissions presents a conflict of interest as agents have a financial incentive to provide recommendations that could potentially generate more commissions. To mitigate such conflicts, TWA and its agents have a fiduciary duty to place the best interest of the client first, clients have the right to choose which broker/dealer they wish to use whether affiliated with TWA or not, and TWA has instituted a supervisory program along with a Code of Ethics program to monitor and address conflicts of interests as well as activity conducted through TWA.

If the client or TWA wishes to terminate their relationship with TWA or client, respectively, written notice shall be provided by the client to TWA, or vice-versa. Said termination shall be effective immediately upon receipt of the termination notice by the other party. client's death shall not terminate the authority granted to TWA hereunder until TWA has received actual notification of said death. The client has the right to terminate the Advisory Agreement without penalty within five business days of executing the Agreement. For terminations within five business days of executing the Agreement, the client will be entitled to a full refund of any monies paid to TWA. After five business days, the client will not be eligible for any refunds of fees paid to date. TWA will not be entitled for any fees in which a written plan has not been delivered to the client.

## **HOURLY CONSULTATION**

The negotiable hourly fee, up to a maximum of \$200 per hour, is based on the time needed by the client and TWA for consultations. Any hourly fees or planning fees are billed and due at the time the service is rendered, or product is delivered. The payment method is by check.

Should the client decide to implement any recommendations offered in the hourly consultation services, the client will be subject to any fees, such as asset management fees, and/or additional charges implementing such recommendations. In implementing any recommendations, if the client decides to utilize the asset management services of TWA, TWA and its agents will not receive any commissions, service fees, or other compensation, excluding the asset management fees, for providing products and services to the client. In implementing any recommendations, if the client decides to utilize the brokerage services while not utilizing the asset management services of TWA, agents of TWA, who are acting in the capacity of a broker/dealer representative on behalf of the client will receive commissions for the sale of

any securities. The receipt of commissions presents a conflict of interest as agents have a financial incentive to provide recommendations that could potentially generate more commissions. To mitigate such conflicts, TWA and its agents have a fiduciary duty to place the best interest of the client first, clients have the right to choose which broker/dealer they wish to use whether affiliated with TWA or not, and TWA has instituted a supervisory program along with a Code of Ethics program to monitor and address conflicts of interests as well as activity conducted through TWA.

## ITEM 6 - PERFORMANCE-BASED FEES AND SIDE-BY-SIDE MANAGEMENT

TWA does not charge any performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client).

## ITEM 7 - TYPES OF CLIENTS

TWA provides services to individuals; high net worth clients; and businesses. TWA does not require a minimum account size or any other minimum requirements to be a client of TWA; but fees for some smaller accounts could be prohibitive. Third-party managers and program sponsors may require a minimum account size for management.

## ITEM 8 - METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

### METHODS OF ANALYSIS

TWA and its agents may utilize software and other third-party presentations and literature in analyzing various products and securities that may be offered and/or recommended to clients. Educational seminars, product sponsor presentations, and various sales literature provided by product sponsors may be utilized. This is in addition to third-party presentations and literature, financial newspapers and magazines, research materials prepared by others, corporate rating services, company press releases, annual reports, prospectuses, filings with the SEC, and information generally available through Internet through subscriptions or otherwise as a means of analyzing securities.

### INVESTMENT STRATEGIES

TWA and its agents may employ a variety of investment strategies and securities to tailor a portfolio that meets the needs of its clients. Accordingly, there is no uniform investment strategy applied for all clients. Among the strategies that could be utilized with a client are as follows: 1) an asset allocation program utilizing mutual funds and/or exchange-traded funds to provide customers broad-based diversification among asset and sector classes; and 2) investing in financially strong, undervalued stocks of companies. Long term purchases, short term purchases, short sales, and margin transactions may be utilized by TWA and its agents.

Asset allocation programs utilizing mutual funds and exchange-traded funds involve risks. 1) Exchange traded funds and mutual funds may not be able to replicate the performance of underlying because of expenses or other factors. 2) Mutual funds and exchange traded funds possessing international investments are subject to the risk of capital loss due to unfavorable fluctuations in currency exchange rates, difference in accounting principles, or economic or political instability in other nations. 3) News or performance affecting a particular industry or market sector may negatively impact the performance of an entire mutual fund or exchange traded fund. 4) The use of leverage exchange traded funds may result in greater losses or gains as such exchange traded funds increase or decrease at a multiple (i.e. 2x or 3x) of most exchange traded funds.

Investments in financially strong, undervalued stocks of companies involve risks. 1) By investing in securities of individual companies, clients will face a lack of lower level of diversification than would otherwise be available by investing in a mutual fund based on a broad-based, market index. A lack of diversification may result in a portfolio being more adversely impacted by news and/or events affecting a company or its industry. 2) Appreciation or the growth rate in the price of the security may be lower than other types of securities, including stocks. It is common that the stock price of many companies may not move as far as a growth or aggressive stock, such as a stock of a technology company. 3) Stock investing may result in substantial or total losses.

## Risks

Investing in securities involves risk of loss that a client should be prepared to bear. As risk is present in any form of investing, some of the more common risks that a client may be exposed to are:

- Interest-Rate Risk: Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- Market Risk: The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.
- Inflation Risk: When any type of inflation is present, a dollar today will buy more than a dollar next year, because purchasing power is eroding at the rate of inflation.
- Currency Risk: Overseas investments are subject to fluctuations in the value of the dollar against the currency of the investment's originating country. This is also referred to as exchange rate risk.
- Reinvestment Risk: This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return (i.e. interest rate). This primarily relates to fixed income securities.
- Business Risk: These risks are associated with a particular industry or a particular company within an industry. For example, oil-drilling companies depend on finding oil and then refining it, a lengthy process, before they can generate a profit. They carry a higher risk of profitability than an electric company which generates its income from a steady stream of customers who buy electricity no matter what the economic environment is like.
- Liquidity Risk: Liquidity is the ability to readily convert an investment into cash. Generally, assets are more liquid if many traders are interested in a standardized product. For example, Treasury Bills are highly liquid, while real estate properties are not.
- Financial Risk: Excessive borrowing to finance a business' operations increases the risk of profitability, because the company must meet the terms of its obligations in good times and bad. During periods of financial stress, the inability to meet loan obligations may result in bankruptcy and/or a declining market value.
- Long-term Trading - Long term trading allows for a longer time period for prices of securities to fluctuate. This may result a client receiving an execution price at the time of exiting a position that is lower than the price of the security at some point during the holding of such security.
- Short-term trading - Short term trading, particularly frequent trading, can affect investment performance particularly through increased brokerage and other transaction costs and taxes due to differential in tax rates between short-term and long-term holdings. clients are advised to be mindful of these potential negative consequences.
- Margin Risk - The use of margin transactions results in higher costs and generally holds a greater

risk. The increased costs are due to interest owed by a client in borrowing money for effecting and maintaining transactions in securities. The use of margin allows TWA the ability purchase an increased number of securities, which due to their inherent risk, can result in greater fluctuation in the value of a portfolio.

- Short Sales – Short sales are when a client sells a security for which it does not own in anticipation that the price of the underlying security will go down in value so that it can be repurchased to close the outstanding short sale and obtain a profit in the security. The risk is that the underlying security may go up in value and cannot be bought at a price lower than for which it was sold thus resulting in a loss to the client.

There can be no guarantee of success with the strategies or programs offered by TWA. Past performance is not a guarantee of future returns.

## ITEM 9 - DISCIPLINARY INFORMATION

TWA and its management have no disciplinary disclosures to report.

## ITEM 10 - OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

### COMMON AFFILIATIONS AND CONTROL

TWA is solely registered as an investment advisory firm. TWA is not registered with nor has an application pending to register as a broker-dealer; however, agents of TWA, including President/Chief Executive Officer Jason Daugherty, may be registered as a broker dealer representative. Neither TWA nor its employees are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor. TWA is under common control, via Jason Daugherty, with the following companies:

Triumph Insurance Advisors, Inc.- Triumph Insurance Advisors, Inc. ("TIA") was established in 2008 and specializes in Life & Annuity insurance sales. Its primary focus is on fixed products for the preservation of capital and protection against loss. TIA helps its clients to plan for retirement and the income they will need. Agents of TWA are frequently insurance agents through TIA.

Clients of TWA may also be clients of TIA. These relationships can represent conflicts of interest because it gives TWA's agents, in the role of an insurance agent, an incentive to recommend products based on the commission received. This conflict is mitigated by the fact that TWA and its agents have a fiduciary responsibility to place the best interest of the client first. These services are made available to all clients, but they are offered no incentive to use them. Clients have the option to purchase insurance and investments through another insurance agency or broker/dealer of their choosing. Further, TWA and its agents do not receive commissions from products sold as part of the asset management services it offers. TWA has instituted a supervisory program along with a Code of Ethics program to monitor and address conflicts of interests as well as activity conducted through TWA.

### USE OF THIRD-PARTY ASSET MANAGERS

As discussed in Item 4, TWA solicits the services of Third-party Assets Managers to manage client accounts. In such circumstances, TWA receives solicitor fees from the Third-party Manager. These fees are paid quarterly in advance or arrears and will range from .5% to 2.5% annually. Compensation paid to TWA by a third-party manager may vary and there could be a conflict of interest by recommending a manager who shares a larger portion of its advisory fees over another manager.

This solicitor relationship is disclosed to the client in each contract between TWA and Third-party Money Manager. TWA does not charge additional management fees for Third-party managed accounts. The client's signature is required to confirm consent for services within the Third-party Investment Agreement. client initials TWA's Advisory Agreement to acknowledge receipt of Third-party Fee Schedule and required documents including Form ADV Part 2A disclosures.

TWA has adopted policies and practices requiring agents of TWA to act in the best interest of the client. Further, TWA has adopted policies and practices for the review of such relationships.

## ITEM II - CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENT TRANSACTIONS AND PERSONAL TRADING

TWA has adopted a Code of Ethics for all supervised persons describing its high standard of business conduct, and fiduciary duty to its clients. The Code of Ethics includes provisions relating to the confidentiality of client information, a prohibition on insider trading, restrictions on initial public offerings, and personal securities trading procedures, among other things. TWA's clients or prospective clients may request a copy of the firm's Code of Ethics by contacting Compliance at (770) 924-9322.

Subject to satisfying this policy and applicable laws, officers, directors and agents of TWA and its affiliates may trade for their own accounts in securities which are recommended to and/or purchased for TWA's clients. This presents a conflict of interest as agents of TWA could receive an execution for a transaction for an account in which they have financial interest that is superior to that received by a client. To address this conflict, the Code of Ethics is designed to ensure that the personal securities transactions as well as all activities and interests of the supervised persons of TWA will not interfere with: 1) making decisions in the best interest of advisory clients; and 2) implementing such decisions while, at the same time, allowing agents to invest for their own accounts. Further, TWA requires agents, in conducting transactions in accounts in which they have beneficial ownership or control, to only affect transactions in their accounts after all allocations have been made to clients unless their order is entered in concert with other client orders at the same time to receive the same execution price.

Neither TWA nor any of its supervised persons, including agents, maintain a material financial interest in any securities recommended to a client for purchase. Supervised persons are prohibited from making recommendations in securities in which they have a material financial interest, such as companies in which they maintain a management position or own greater than 5% of outstanding shares.

It is TWA's policy to not permit the firm or its agents to affect any agency cross securities transactions for client accounts. An agency cross transaction is defined as a transaction where a person acts as an investment adviser in relation to a transaction in which the investment adviser, or any person controlled by or under common control with the investment adviser, acts as broker for both the advisory client and for another person on the other side of the transaction.

It is TWA's policy to not effect principal transactions for client accounts. Principal transactions are generally defined as transactions where an adviser, acting as principal for its own account or the account of an affiliated broker-dealer, buys from or sells any security to any client.

## ITEM 12 - BROKERAGE PRACTICES

TWA currently has brokerage relationships with TD Ameritrade. Clients utilizing TD Ameritrade Institutional transactions are cleared through TD Ameritrade Clearing. Clients are responsible for selecting the broker/dealer and custodian of their choosing.

At the request of clients, TWA and its agents may recommend a broker/dealer. Generally, a recommendation of a broker/dealer will be the broker/dealer with whom TWA has an existing relationship. In recommending a broker/dealer, key criteria focused upon are costs, execution capabilities, and the platform's ability to handle fee-based accounts. As clients are not required to pay commissions, TWA will also focus on custodial fees typically assessed to a client with using a particular broker/dealer to determine their reasonableness relative to custodial fees charged by other broker/dealers. TWA does not recommend broker/dealers based on client referrals, as TWA does not receive any referral fees for the recommendation of a broker/dealer.

As clients are permitted to select the broker/dealer and custodian of their choice, all transactions on behalf of the client will be submitted through such broker/dealer for execution. Accordingly, we may be unable to achieve most favorable execution of client transactions. This may result in clients incurring not as favorable of an execution price as well as incurring additional costs in the form of commissions or service fees.

In utilizing broker/dealers and/or custodians with whom TWA has contractual agreements, agents of TWA will have access to the trading platforms and any research that is customarily offered through such platform. Research received may include analysis of financial markets, the economy, equities, bonds, mutual funds, and other products. Any research received by agents of TWA is not based on the volume of transactions routed through these broker/dealers as such research is made available regardless of volume of transactions or fees. Further, the receipt of research does not result in clients paying higher amounts of commissions or service fees for transactions or custodial services. The receipt of research is a conflict of interest as it is a benefit for agents of TWA to utilize and recommend those broker/dealers for use by the client. To mitigate such conflict, any research obtained can be used by agents of TWA in servicing all clients of TWA and is not contingent upon client's assets or frequency of transactions.

In the execution of transactions, TWA and its agents may aggregate transactions into a single order for various client accounts. TWA permits its agents to engage in such a practice if the action will be of positive impact to the client and is technologically possible through the broker/dealer selected by the client. By aggregating transactions, TWA may be able to reduce transaction costs and time necessary to individually place transactions for each client account. In those instances, where aggregation is not utilized, clients may receive multiple execution prices and increased transaction-related charges. Depending on movements in the price of securities being traded, each individual client may or may not receive a better execution price for aggregating orders versus not doing so. TWA has adopted policies concerning the aggregation of orders for client accounts.

### ITEM 13 - REVIEW OF ACCOUNTS

Jason Daugherty, President/Chief Executive Officer and Chief Compliance Officer is continuously monitoring client assets managed and supervised by TWA on an ongoing basis considering changes or shifts in the economy, changes to the management and structures of companies and entities, and market shifts and corrections. For plan design services, Jason Daugherty will review such plans upon completion

Clients will receive at least quarterly statements from the broker dealer, bank or other qualified custodian that holds and maintains the client's assets.

### ITEM 14 - CLIENT REFERRALS AND OTHER COMPENSATION

TWA does not compensate any person or entity for client referrals. As discussed in Item 4, TWA solicits

the services of Third-party Assets Managers to manage client accounts. In such circumstances, TWA receives solicitor fees from the Third-Party Manager that range from .5% to 2.5% annually based on assets under management. The fees are a portion of the overall compensation paid by a client to the third-party manager for asset management services. This situation creates a conflict of interest.

However, when recommending clients to a third-party money manager, the client's best interest will be the main determining factor of TWA. These fees do not include brokerage fees that may be assessed by the custodial broker dealer. Fees for these services are based on a percentage of assets under management not to exceed any limit imposed by any regulatory agency. The final negotiated fees are recorded in TWA's Advisory Agreement. This solicitor relationship is disclosed to the client in each contract between TWA and Third-party Money Manager. TWA does not charge additional management fees for Third-party managed accounts. The client's signature is required to confirm consent for services within the Third-party Investment Agreement. client initials TWA's Advisory Agreement to acknowledge receipt of Third-party Fee Schedule and required documents including Form ADV Part 2A disclosures.

TWA engages the services of Third-party Money Management to manage client accounts. In such circumstances, TWA receives solicitor fees from the Third-party Manager. These fees are paid either monthly or quarterly in advance or in arrears and range from .5% to 2.5% annually. Compensation paid to TWA by a third-party manager may vary and there could be a conflict of interest by recommending a manager who shares a larger portion of its advisory fees over another manager. Also, the 3rd party management fees charged to the client could higher than they would have been had the client obtained the services directly from the third-party money manager.

No sales awards or prizes are offered to or by TWA.

## ITEM 15 - CUSTODY

TWA does not serve as a qualified custodian. At the current time, all client assets managed by TWA are through TD Ameritrade Institutional. TWA has discontinued opening accounts with Trade PMR for client assets. At the request of client and upon agreement by TWA, client may select any other clearing and custodian of their choosing.

Clients will receive at least quarterly statements from the broker/dealer, bank or other qualified custodian that holds and maintains client's assets. TWA urges you to carefully review such statements. TWA does not provide alternative statements.

For all states in which TWA is deemed to have "custody" because client fees for advisory services are withdrawn from the client's account(s) through debiting, TWA will: 1) send an invoice or similar purpose document to the custodian.; 2) will require the custodian of the client's assets to send statements at least quarterly to clients showing all disbursements for the client's account, including the amount of the advisory fees; and 3) will request from clients written authorization at account opening permitting TWA to be paid directly for client's accounts held by the custodian of the client's assets.

## ITEM 16 - INVESTMENT DISCRETION

TWA manages the assets of clients on a non-discretionary basis, thereby allowing the client to determine what securities and investments are to be bought and sold and the amount of the securities and investments to be bought and sold.

Some third-party managers utilized by TWA may require they be given discretion in managing client assets. Whether a third-party manager requires discretion is disclosed in that third-party manager's Form ADV.

## ITEM 17 - VOTING CLIENT SECURITIES

TWA and its agents do not have any authority to and does not vote proxies on behalf of clients. Clients retain the responsibility for receiving and voting proxies for all securities maintained in client portfolios. TWA and its agents may provide advice to clients regarding the clients' voting of proxies. All proxies or other solicitations for proxy voting come directly from the custodian or transfer agent and not from TWA. Clients having questions about proxies or other solicitations may contact their agent at TWA. Contact information for the agent of the TWA is provided for in the ADV Part 2B.

## ITEM 18 - FINANCIAL INFORMATION

TWA has no financial commitments that impair its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy proceeding. TWA has not been subject to any bankruptcy petition at any time. TWA does not solicit prepayment of more than \$1,200 in fees per client six months or more in advance.