

**FORM ADV PART 2A  
DISCLOSURE BROCHURE**

**Moore Wealth Partners, LLC**

**Arizona Office:**  
7025 W Bell Rd Ste C9  
Glendale, AZ 85308

**Tennessee Office:**  
145 Bear Crossing Ste 148  
Mt Juliet, TN 37122

**Tel:** (480) 800-7077

**Tel:** (615) 696-9178

**Fax:** (888) 845-7684

**Email:** [Shawna@moorewealthpartners.com](mailto:Shawna@moorewealthpartners.com)

**Website:** [Moorewealthpartners.com](http://Moorewealthpartners.com)

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This brochure provides information about the qualifications and business practices of Moore Wealth Partners, LLC. Being registered as an investment adviser does not imply a certain level of skill or training. If you have any questions about the contents of this brochure, please contact us at (480) 935-9955. 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 MOORE WEALTH PARTNERS, LLC  
(CRD #328027) IS AVAILABLE ON THE SEC'S WEBSITE AT  
[WWW.ADVISERINFO.SEC.GOV](http://WWW.ADVISERINFO.SEC.GOV)**

## **Item 2: Material Changes**

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### **Annual Update**

The Material Changes section of this brochure will be updated annually or when material changes occur since the previous release of the Firm Brochure.

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### **Material Changes since the Last Update**

This update is in accordance with the required annual update for Registered Investment Advisors. Since the last update of this brochure on October 3, 2024, there have been the following material changes:

- Address information updates on cover pages.
  - Assets under management calculation updated in Item 4.
  - Material Risk language updated in Item 8.
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### **Full Brochure Available**

This Firm Brochure being delivered is the complete brochure for the Firm.

# Item 3: Table of Contents

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## **Item 4: Advisory Business**

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### **Firm Description**

Moore Wealth Partners, LLC (“MWP”) was founded and began offering advisory services in 2023. Shawna Moore is 100% owner.

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### **Types of Advisory Services**

#### ASSET MANAGEMENT

MWP offers discretionary asset management services through the utilization of sub-advisors to advisory Clients. MWP will not manage any Client accounts outside of the sub-advisor. When deemed appropriate for the Client, MWP may hire Sub-Advisors to manage all or a portion of the assets in the Client account. MWP has full discretion to hire and fire Sub-Advisors as we deem suitable. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and MWP. Sub-Advisors execute trades on behalf of MWP in Client accounts. MWP will be responsible for the overall direct relationship with the Client. MWP retains the authority to terminate the Sub-Advisor relationship at MWP’s discretion.

#### CO-ADVISOR

MWP has entered a Co-Advisor relationship with Gradient Investments, LLC (GI). MWP will provide information to each client regarding the services offered by GI as the portfolio manager. MWP will assist the Client to determine the appropriate model selection based on the Client’s investment objectives and risk tolerance. MWP will have full discretion on an ongoing basis to select suitable models to maintain client’s risk tolerance. MWP will share in the management fees charged by GI as described in Item 5 of this brochure.

#### FINANCIAL PLANNING AND CONSULTING

If financial planning services are applicable, a comprehensive evaluation of an investor's current and future financial state will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. MWP will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

MWP offers comprehensive financial plans and consultation services as outlined below.

#### *Comprehensive Financial Plan*

Financial planning services include a comprehensive evaluation of an investor's current and future financial state and will be provided by using currently known variables to predict future cash flows, asset values and withdrawal plans. MWP will use current net worth, tax liabilities, asset allocation, and future retirement and estate plans in developing financial plans.

Typical topics reviewed in a financial plan may include but are not limited to:

- **Financial goals:** Based on an individual's or a family's clearly defined financial goals, including funding a college education for the children, buying a larger home, starting a business, retiring on time or leaving a legacy. Financial goals should be quantified and set to milestones for tracking.
- **Personal net worth statement:** A snapshot of assets and liabilities serves as a benchmark for measuring progress towards financial goals.
- **Cash flow analysis:** An income and spending plan determines how much can be set aside for debt repayment, savings and investing each month.

- **Retirement strategy:** A strategy for achieving retirement independent of other financial priorities. Including a strategy for accumulating the required retirement capital and its planned lifetime distribution.
- **Comprehensive risk management plan:** Identify all risk exposures and provide the necessary coverage to protect the family and its assets against financial loss. The risk management plan includes a full review of life and disability insurance, personal liability coverage, property and casualty coverage, and catastrophic coverage.
- **Long-term investment plan:** Include a customized asset allocation strategy based on specific investment objectives and a risk profile. This investment plan sets guidelines for selecting, buying and selling investments and establishing benchmarks for performance review.
- **Tax reduction strategy:** Identify ways to minimize taxes on personal income to the extent permissible by the tax code. The strategy should include identification of tax-favored investment vehicles that can reduce taxation of investment income.
- **Document review:** Help update accounts, review beneficiaries for retirement accounts and life insurance, provide a second look at your current estate planning documents, and prompt you to update your plan when the legal environment changes or you have major life events such as a marriage, death, or births.

A conflict of interest exists between the interests of MWP and the interests of the Client, the Client is under no obligation to act upon MWP's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through MWP.

#### *Consultation Services*

This service is appropriate for clients who need assistance with individual topics. This is not a detailed financial review and will not provide/result in a comprehensive financial plan. Client may select individual topics above, or other topics as may be deemed appropriate. The individual topics that will be included in this service will be outlined and agreed upon on the financial planning and consulting agreement.

A conflict of interest exists between the interests of MWP and the interests of the Client, the Client is under no obligation to act upon MWP's recommendation. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through MWP.

Financial plans will be completed and delivered inside of 30 days contingent upon timely delivery of all required documentation.

#### THIRD PARTY MANAGERS

When deemed appropriate for the Client, MWP may recommend that Clients utilize the services of a Third Party Manager ("TPM") to manage a portion of, or your entire portfolio. All TPMs that MWP recommends must either be registered as investment advisers with the Securities and Exchange Commission or with the appropriate state authority(ies).

After gathering information about your financial situation and objectives, an investment advisor representative of our firm will make recommendations regarding the suitability of a TPM or investment style based on, but not limited to, your financial needs, investment goals, tolerance for risk, and investment objectives. Upon selection of a TPM, MWP will monitor the performance of the TPM to ensure their performance and investment style remains aligned with your investment goals and objectives.

In such circumstances, MWP receives referral fees from the TPM. We act as the liaison between the Client and the TPM in return for an ongoing portion of the advisory fees charged by the TPM. We help the Client complete the necessary paperwork of the TPM, and provide ongoing services to the Client. Ongoing services include but are not limited to:

1. Meet with the Client to discuss any changes in status, objectives, time horizon or suitability;
2. Update the TPM with any changes in Client status which is provided to MWP by the Client;
3. Review the statements provided by the TPM; and
4. Deliver the Form ADV Part 2, Privacy Notice and Disclosure Statement of the TPM to the Client.

Clients placed with TPM will be billed in accordance with the TPM's Fee Schedule which will be disclosed to the Client prior to signing an agreement. This is detailed in Item 10 of this brochure.

### ERISA PLAN SERVICES

MWP provides service to qualified retirement plans including 401(k) plans, 403(b) plans, pension and profit-sharing plans, cash balance plans, and deferred compensation plans as a 3(21) advisor:

**Limited Scope ERISA 3(21) Fiduciary.** MWP may serve as a limited scope ERISA 3(21) fiduciary that can advise, help and assist plan sponsors with their investment decisions. As an investment advisor MWP has a fiduciary duty to act in the best interest of the Client. The plan sponsor is still ultimately responsible for the decisions made in their plan, though using MWP can help the plan sponsor delegate liability by following a diligent process.

#### 1. Fiduciary Services are:

- Provide investment advice to the Client about asset classes and investment options available for the Plan in accordance with the Plan's investment policies and objectives. Client will make the final decision regarding the initial selection, retention, removal and addition of investment options. MWP acknowledges that it is a fiduciary as defined in ERISA section 3 (21) (A) (ii).
- Assist the Client in the development of an investment policy statement ("IPS"). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the IPS.
- Provide investment advice to the Plan Sponsor with respect to the selection of a qualified default investment option for participants who are automatically enrolled in the Plan or who have otherwise failed to make investment elections. The Client retains the sole responsibility to provide all notices to the Plan participants required under ERISA Section 404(c) (5) and 404(a)-5.
- Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of fund management and conformance to the guidelines set forth in the IPS and make recommendations to maintain, remove or replace investment options.
- Meet with Client on a periodic basis to discuss the reports and the investment recommendations.



2. Non-fiduciary Services are:

- Assist in the education of Plan participants about general investment information and the investment options available to them under the Plan. Client understands MWP's assistance in education of the Plan participants shall be consistent with and within the scope of the Department of Labor's definition of investment education (Department of Labor Interpretive Bulletin 96-1). As such, MWP is not providing fiduciary advice as defined by ERISA 3(21)(A)(ii) to the Plan participants. MWP will not provide investment advice concerning the prudence of any investment option or combination of investment options for a particular participant or beneficiary under the Plan.
- Assist in the group enrollment meetings designed to increase retirement plan participation among the employees and investment and financial understanding by the employees.

MWP may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between MWP and Client.

3. MWP has no responsibility to provide services related to the following types of assets ("Excluded Assets"):

- Employer securities;
- Real estate (except for real estate funds or publicly traded REITs);
- Stock brokerage accounts or mutual fund windows;
- Participant loans;
- Non-publicly traded partnership interests;
- Other non-publicly traded securities or property (other than collective trusts and similar vehicles); or
- Other hard-to-value or illiquid securities or property.

Excluded Assets will **not** be included in calculation of Fees paid to MWP on the ERISA Agreement. Specific services will be outlined in detail to each plan in the 408(b)2 disclosure.

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**Client Tailored Services and Client Imposed Restrictions**

The goals and objectives for each Client are documented in our Client files. Investment strategies are created that reflect the stated goals and objectives. Clients may impose restrictions on investing in certain securities or types of securities.

Agreements may not be assigned without written Client consent.

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**Wrap Fee Programs**

MWP does not sponsor any wrap fee programs.

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**Client Assets under Management**

MWP has the following Client assets under management:

Discretionary Amounts:	Non-discretionary Amounts:	Date Calculated:
\$17,350,000	\$650,000	December 31, 2024

## Item 5: Fees and Compensation

### Method of Compensation and Fee Schedule

#### ASSET MANAGEMENT

MWP will utilize the services of a Sub-Advisor to manage Clients' investment portfolios by executing a Sub-Advisor agreement with other registered investment advisor firms. When using Sub-Advisors, the Client will not pay additional fees. The Sub-Advisors fees are inclusive of the total fee disclosed by MWP. Sub-Advisor deducts all fees and pays MWP their portion.

The advisory fee will be up to 1.5% annually on all accounts.

The annual fee is negotiable based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Clients, etc.). Fees are billed monthly in arrears based on an average daily balance of the account for the previous month, debited from the Client's Account.

Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation and without penalty. After the initial five (5) business days, the agreement may be terminated by MWP with thirty (30) days written notice to Client and by the Client at any time with written notice to MWP. Client shall be given thirty (30) days prior written notice of any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fees occurs.

When utilizing the services of a Sub-Advisor to manage Clients' investment portfolios MWP may execute a Sub-Advisor agreement with other registered investment advisor firms. Sub-Advisor directly deducts the fee from the Client account.

#### CO-ADVISOR FEES

##### ***Gradient Investments, LLC***

MWP has entered into a Co-Advisor Agreement with Gradient Investments, LLC ("GI"). GI is a Registered Investment Advisor registered with the Securities and Exchange Commission that provides investment portfolio advice and supervisory services.

GI offers an actively managed program of mutual fund and stock portfolios. The fee will be disclosed to the Client in the Investment Advisory Agreement and are negotiable. The Clients fee for these services will be based on a percentage of assets under management as follows:

<b>STRATEGIC PORTFOLIOS</b>			
	<b>Annual Fee</b>	<b>GI</b>	<b>MWP</b>
All Assets	2.00%	1.00%	1.00%

<b>TACTICAL PORTFOLIOS</b>			
	<b>Annual Fee</b>	<b>GI</b>	<b>MWP</b>
All Assets	1.8%	0.80%	1.00%

<b>ALLOCATION &amp; DEFINED OUTCOME PORTFOLIOS</b>			
	<b>Annual Fee</b>	<b>GI</b>	<b>MWP</b>

All Assets	1.70%	0.70%	1.00%
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<b>PRESERVATION PORTFOLIOS</b>			
	<b>Annual Fee</b>	<b>GI</b>	<b>MWP</b>
All Assets	1.00%	0.40%	0.60%

<b>CLIENT DIRECTED ACCOUNTS</b>			
	<b>Annual Fee</b>	<b>GI</b>	<b>MWP</b>
All Assets	\$300	\$300	\$0

For Client Directed Accounts (CDA), GI will assist in the opening, closing and transferring of accounts. GI will not have discretion at any time on these accounts. Client is solely responsible for the assets held within the accounts and their values which could increase or decrease (potential loss of principal). GI will not execute trades in CDA accounts. GI exceptions will be made for withdrawals to client or assets transferred into a GI managed portfolio. GI will also provide performance reporting on these accounts and can furnish 3<sup>rd</sup> party analysis reports per the client's request. Similar services may be available through other sources for a lower fee.

These are flat fee schedules, the entire portfolio is charged the same asset management fee.

Example:

<b>Portfolio</b>	<b>Calculation</b>	<b>Quarterly Fee</b>
Strategic Portfolio:	$(\$750,000 * 2.0\%) * (91/365)$	\$3,739.73
Tactical Portfolio:	$(\$750,000 * 1.80\%) * (91/365)$	\$3,365.75
Allocation & Defined Outcome Portfolio:	$(\$750,000 * 1.70\%) * (91/365)$	\$3,178.77
Preservation Portfolio:	$(\$750,000 * 1.0\%) * (91/365)$	\$1,869.86

Fee Calculation: (Quarter End Value x Annual Fee %) x (Days in Quarter/Days in Year)  
+ **\$15 Quarterly Service Fee\***

\* The \$15 Quarterly Service Fee is the technology fee charged by GI per account or investment strategy for performance and other reporting. This fee is disclosed in GI's ADV Part 2A (Item 5: Fees and Compensation) and in GI's Investment Proposal and Contract (Schedule D: Schedule of Fees).

The above fees are negotiable. Fees are assessed quarterly in arrears based on the amount of the assets managed as of the end of the previous quarter. All management fees are withdrawn from the Client's account unless otherwise noted. GI will receive written authorization from the Client to deduct advisory fees from their account held by a qualified custodian. GI will pay MWP their share of the fees. MWP does not have access to deduct Client fees. Clients may terminate their account within five (5) business days of signing the investment advisory agreement without penalty or obligation. For terminations after the initial five business days, GI will be entitled to a pro-rata fee for the days service was provided in the final quarter. GI will pay MWP their portion of the final fee.

### Incentive Program - GI

In addition to the regular advisory fee, GI has instituted a long-term incentive arrangement by MWP can share in GI's portion of the management fee. This does not change the cost to the Client; it is a sharing arrangement paid from GI's portion of the advisory fee. The incentive arrangement will be paid annually according to the following table:

MWP quarterly AUM with GI	Participation rate in GI's fee
\$10,000,000	3.00%
\$25,000,000	10.00%
\$50,000,000	12.50%
\$75,000,000	15.00%

Once MWP reaches and maintains the thresholds listed above, the participation rate applies to all of the AUM for the quarter.

To receive the incentive award, MWP needs to meet two qualifications. First, the quarter end billable AUM must be above the threshold amounts specified. Second, MWP must be an advisor "in good standing" with GI at the time the annual checks are issued. "In good standing" means the advisor is proactively placing assets with GI.

### FINANCIAL PLANNING AND CONSULTING

MWP charges either an hourly fee or fixed fee based on complexity and unique Client needs for financial planning and consulting. Prior to the planning process the Client will be provided an estimated plan fee.

#### HOURLY FEES

Financial Planning Services are offered based on an hourly fee of \$500 per hour.

#### FIXED FEES

Financial Planning Services are offered based on a flat fee of \$2,500.

Fees for financial plans are billed upon plan delivery, fees are not charged in advance.

Services are completed and delivered inside of 30 days. Client may cancel at any time during the planning process with no obligation and without penalty. Lower fees for comparable services may be available from other sources. MWP reserves the right to waive the fee should the Client implement the plan through MWP.

### THIRD PARTY MANAGERS

MWP has entered into a Solicitor Agreement with unaffiliated third-party managers (TPM). Each TPM is a Registered Investment Advisor registered with the Securities and Exchange Commission or relevant state authority that provides investment portfolio advice and supervisory services.

This relationship will be disclosed to the client in each contract between MWP and TPM. MWP does not charge additional management fees for TPM managed account services. Client's signature is required to confirm consent for services within TPM Investment Agreement. Client will initial MWP's Investment Advisory Agreement to acknowledge receipt of TPM fee Schedule and required documents including ADV Part 2 disclosures. The fee charged by each TPM will be disclosed to the Client in the Investment Advisory Agreement and are negotiable.

All management fees are withdrawn from the Client's account unless otherwise noted. The TPM will receive written authorization from the Client to deduct advisory fees from their

account held by a qualified custodian. The TPM will pay MWP their share of the fees. (MWP does not have access to deduct Client fees in a solicitor relationship). Clients may terminate their account with a TPM within five (5) business days of signing the investment advisory agreement without penalty or obligation. For terminations after the initial five business days, the TPM will be entitled to a pro-rata fee for the days service was provided in the final quarter. TPM will pay MWP their portion of the final fee. For more information, please consult the TPM's client agreement.

The combination of fees for MWP and the TPM will not exceed the industry standard of excessive fees, which is 3% annualized. MWP will receive up to 1% of the fees collected by the TPM. Fees will not be charged in advance.

#### ERISA PLAN SERVICES

The annual fees are based on the market value of the Included Assets and will not exceed 1%. The annual fee is negotiable and may be charged as a percentage of the Included Assets or as a flat fee. Fees may be charged quarterly or monthly in arrears or in advance based on the assets as calculated by the custodian or record keeper of the Included Assets (without adjustments for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distribution of assets). If the services to be provided start any time other than the first day of a quarter or month, the fee will be prorated based on the number of days remaining in the quarter or month. If this Agreement is terminated prior to the end of the billing cycle, MWP shall be entitled to a prorated fee based on the number of days during the fee period services were provided or Client will be due a prorated refund of fees for days services were not provided in the billing cycle.

The fee schedule, which includes compensation of MWP for the services is described in detail in Schedule A of the ERISA Plan Agreement. The Plan is obligated to pay the fees, however the Plan Sponsor may elect to pay the fees. Client may elect to be billed directly or have fees deducted from Plan Assets. MWP does not reasonably expect to receive any additional compensation, directly or indirectly, for its services under this Agreement. If additional compensation is received, MWP will disclose this compensation, the services rendered, and the payer of compensation. MWP will offset the compensation against the fees agreed upon under the Agreement.

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#### **Client Payment of Fees**

Fees for asset management services will be deducted from a designated Client account by the sub-advisor. The Client must consent in advance to direct debiting of their investment account.

Fees for financial plans will be billed:

- Check – to be remitted by Client to MWP
- Electronic Payment via ACH, Debit Card, or Credit Card (fees will be paid via a third party payment processor in which the client will securely input payment information and pay the advisory fee through a secure portal. MWP will not have continuous access to the Client's banking information.)

Fees for asset management services provided by TPM are deducted from a designated Client account by TPM to facilitate billing. The Client must consent in advance to direct debiting of their investment account.

Fees for ERISA services will either be deducted from Plan assets or paid directly to MWP. The Client must consent in advance to direct debiting of their investment account.

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### **Additional Client Fees Charged**

Custodians may charge transaction fees on purchases or sales of certain mutual funds, equities, and exchange-traded funds. These charges may include Mutual Fund transactions fees, postage and handling and miscellaneous fees.

For more details on the brokerage practices, see Item 12 of this brochure.

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### **Prepayment of Client Fees**

MWP does not require any prepayment of fees of more than \$500 per Client and six months or more in advance.

If the Client cancels after five (5) business days, any unearned fees will be refunded to the Client, or any unpaid earned fees will be due to MWP.

Fees for ERISA 3(21) services may be billed in advance.

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### **External Compensation for the Sale of Securities to Clients**

Investment Advisor Representatives of MWP receive external compensation sales of investment related products such as insurance as licensed insurance agents. This represents a conflict of interest because it gives an incentive to recommend products based on the commission received. This conflict is mitigated by disclosures, procedures, and MWP's fiduciary obligation to place the best interest of the Client first and Clients are not required to purchase any products or services. Clients have the option to purchase these products through another insurance agent of their choosing.

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## **Item 6: Performance-Based Fees and Side-by-Side Management**

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### **Sharing of Capital Gains**

Fees are not based on a share of the capital gains or capital appreciation of managed securities.

MWP does not use a performance-based fee structure because of the conflict of interest. Performance based compensation may create an incentive for MWP to recommend an investment that may carry a higher degree of risk to the Client.

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## **Item 7: Types of Clients**

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### **Description**

MWP generally provides investment advice to individuals and high net worth individuals.

Client relationships vary in scope and length of service.

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### **Account Minimums**

For Sub-Advisory clients, MWP requires a minimum of \$250,000 to open and maintain an account. In certain instances, the minimum account size may be lowered or waived.

For TPM clients, account minimums are determined by the TPMs MWP refers its' Clients to.

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

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### **Methods of Analysis**

Security analysis methods may include fundamental analysis, technical analysis, charting, and cyclical analysis. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not take into account new patterns that emerge over time.

Charting analysis strategy involves using and comparing various charts to predict long and short term performance or market trends. The risk involved in using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be making the assumption that past performance will be indicative of future performance. This may not be the case.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are twofold: 1) the markets do not always repeat cyclical patterns; and 2) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

TPMs utilized by MWP may use various methods of analysis to determine the proper strategy for the Client referred and these will be disclosed in the TPM's Form ADV Part 2. Investing in securities involves risk of loss that Clients should be prepared to bear. Past performance is not a guarantee of future returns. Other strategies utilized by TPMs may include long-term purchases, short-term purchases, trading, and option writing (including covered options, uncovered options or spreading strategies).

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### **Investment Strategy**

The investment strategy for a specific Client is based upon the objectives stated by the Client during consultations. The Client may change these objectives at any time. Each Client executes a Client profile form or similar form that documents their objectives and their desired investment strategy.

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### **Security Specific Material Risks**

All investment programs have certain risks that are borne by the investor. Our investment approach constantly keeps the risk of loss in mind. Investors face the following investment risks and should discuss these risks with MWP:

- *Market Risk:* The prices of securities in which clients invest may decline in response to certain events taking place around the world, including those directly involving the companies whose securities are owned by a fund; conditions affecting the general economy; overall market changes; local, regional or global political, social or

economic instability; and currency, interest rate and commodity price fluctuations. Investors should have a long-term perspective and be able to tolerate potentially sharp declines in market value.

- *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.
- *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.
- *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.
- *Management Risk:* The advisor's investment approach may fail to produce the intended results. If the advisor's assumptions regarding the performance of a specific asset class or fund are not realized in the expected time frame, the overall performance of the client's portfolio may suffer.
- *Equity Risk:* Equity securities tend to be more volatile than other investment choices. The value of an individual mutual fund or ETF can be more volatile than the market as a whole. This volatility affects the value of the client's overall portfolio. Small- and mid-cap companies are subject to additional risks. Smaller companies may experience greater volatility, higher failure rates, more limited markets, product lines, financial resources, and less management experience than larger companies. Smaller companies may also have a lower trading volume, which may disproportionately affect their market price, tending to make them fall more in response to selling pressure than is the case with larger companies.
- *Fixed Income Risk:* The issuer of a fixed income security may not be able to make interest and principal payments when due. Generally, the lower the credit rating of a security, the greater the risk that the issuer will default on its obligation. If a rating agency gives a debt security a lower rating, the value of the debt security will decline because investors will demand a higher rate of return. As nominal interest rates rise, the value of fixed income securities held by a fund is likely to decrease. A nominal interest rate is the sum of a real interest rate and an expected inflation rate.
- *Investment Companies Risk:* When a client invests in open end mutual funds or ETFs, the client indirectly bears their proportionate share of any fees and expenses payable directly by those funds. Therefore, the client will incur higher expenses, which may be duplicative. In addition, the client's overall portfolio may be affected by losses of an underlying fund and the level of risk arising from the investment practices of an underlying fund (such as the use of derivatives). ETFs are also



subject to the following risks: (i) an ETF's shares may trade at a market price that is above or below their net asset value or (ii) trading of an ETF's shares may be halted if the listing exchange's officials deem such action appropriate, the shares are delisted from the exchange, or the activation of market-wide "circuit breakers" (which are tied to large decreases in stock prices) halts stock trading generally. Adviser has no control over the risks taken by the underlying funds in which client invests.

- *Trading risk:* Investing involves risk, including possible loss of principal. There is no assurance that the investment objective of any fund or investment will be achieved.
- *Alternative Investments Risk:* Alternative investments involve a high degree of risk and can be illiquid due to restrictions on transfer and lack of a secondary trading market. They can be highly leveraged, speculative and volatile, and an investor could lose all or a substantial amount of an investment.
- *Structured Notes Risk:* The risks involved with using structured notes are credit risk of the issuing investment bank, illiquidity, and there is a risk to the pricing accuracy as most structured notes do not trade after issuance.

The risks associated with utilizing Sub-Advisors and TPMs include:

- Manager Risk
  - Sub-Advisor/TPM fails to execute the stated investment strategy.
- Business Risk
  - Sub-Advisor/TPM has financial or regulatory problems.
- The specific risks associated with the portfolios of the Sub-Advisor's/TPM's which is disclosed in the Sub-Advisor's/TPM's Form ADV Part 2.

## **Item 9: Disciplinary Information**

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### **Criminal or Civil Actions**

MWP and its management have not been involved in any criminal or civil action.

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### **Administrative Enforcement Proceedings**

MWP and its management have not been involved in administrative enforcement proceedings.

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### **Self-Regulatory Organization Enforcement Proceedings**

MWP and its management persons have not been involved in legal or disciplinary events, or subject to any self-regulatory organization (SRO) proceedings that are material to a Client's or prospective Client's evaluation of MWP or the integrity of its management.

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## **Item 10: Other Financial Industry Activities and Affiliations**

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### **Broker-Dealer or Representative Registration**

MWP and their management persons are not registered, nor have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

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### **Futures or Commodity Registration**

Neither MWP nor its affiliated representatives are registered or have an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

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**Material Relationships Maintained by this Advisory Business and Conflicts of Interest**

Managing Member Shawna Moore is also a licensed insurance agent with Moore Wealth Management. Approximately 60% of Shawna Moore's time is spent in this practice. She will offer Clients services from this activity.

This practice represents a conflict of interest because it gives an incentive to recommend products based on the commission amount received. This conflict is mitigated disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first and the Clients are not required to purchase any products. Clients have the option to purchase these products through another insurance agent of their choosing.

Any material conflicts of interest have been disclosed.

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**Recommendations or Selections of Other Investment Advisors and Conflicts of Interest**

MWP may utilize the services of a Sub-Advisor to manage Clients' investment portfolios. Sub-Advisors will maintain the models or investment strategies agreed upon between Sub-Advisor and MWP. Sub-Advisors execute all trades on behalf of MWP in Client accounts. MWP will be responsible for the overall direct relationship with the Client. MWP retains the authority to terminate the Sub-Advisor relationship at MWP's discretion.

In addition to the authority granted to MWP, Clients will grant MWP full discretionary authority and authorizes MWP to select and appoint one or more independent investment advisors ("Advisors") to provide investment advisory services to Client without prior consultation with or the prior consent of Client. Such Advisors shall have all of the same authority relating to the management of Client's investment accounts as is granted to MWP in the Agreement. In addition, at MWP's discretion, MWP may grant such Advisors full authority to further delegate such discretionary investment authority to additional Advisors. MWP ensures that before selecting other advisors for Client that the other advisors are properly licensed or registered as an investment advisor.

This practice represents a conflict of interest as MWP may select Sub-Advisors who charge a lower fee for their services than other Sub-Advisors. This conflict is mitigated by disclosures, procedures, and by the fact that MWP has a fiduciary duty to place the best interest of the Client first and will adhere to their code of ethics.

MPW may also recommend or select other TPMs for clients and may receive compensation directly or indirectly from those TPMs. Clients placed with TPMs will be billed in accordance with the TPM's fee schedule which will be disclosed to the Client prior to signing an agreement. When referring Clients to a TPM, the Client's best interest will be the main determining factor of MWP. MWP ensures that before selecting other advisors for Client that the other advisors are properly licensed or registered as an investment advisor.

These practices represent conflicts of interest because MWP is paid a fee for recommending the TPMs and may choose to recommend a particular TPM based on the fee MWP is to receive. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to act in the best interest of his Clients. Clients are not required to accept any recommendation of TPMs given by MWP and have the option to receive investment advice through other money managers of their choosing.

Prior to selecting TPMs, MWP will ensure that they are properly licensed or notice filed.

Any material conflicts of interest have been disclosed.

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

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### **Code of Ethics Description**

The affiliated persons (affiliated persons include employees and/or independent contractors) of MWP have committed to a Code of Ethics (“Code”). The purpose of our Code is to set forth standards of conduct expected of MWP affiliated persons and addresses conflicts that may arise. The Code defines acceptable behavior for affiliated persons of MWP. The Code reflects MWP and its supervised persons’ responsibility to act in the best interest of their Client.

One area which the Code addresses is when affiliated persons buy or sell securities for their personal accounts and how to mitigate any conflict of interest with our Clients. We do not allow any affiliated persons to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our Clients.

MWP’s policy prohibits any person from acting upon or otherwise misusing non-public or inside information. No advisory representative or other employee, officer or director of MWP may recommend any transaction in a security or its derivative to advisory Clients or engage in personal securities transactions for a security or its derivatives if the advisory representative possesses material, non-public information regarding the security.

MWP’s Code is based on the guiding principle that the interests of the Client are our top priority. MWP’s officers, directors, advisors, and other affiliated persons have a fiduciary duty to our Clients and must diligently perform that duty to maintain the complete trust and confidence of our Clients. When a conflict arises, it is our obligation to put the Client’s interests over the interests of either affiliated persons or the company.

The Code applies to “access” persons. “Access” persons are affiliated persons who have access to non-public information regarding any Clients’ purchase or sale of securities, or non-public information regarding the portfolio holdings of any reportable fund, who are involved in making securities recommendations to Clients, or who have access to such recommendations that are non-public.

MWP will provide a copy of the Code of Ethics to any Client or prospective Client upon request.

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### **Investment Recommendations Involving a Material Financial Interest and Conflict of Interest**

MWP and its affiliated persons do not recommend to Clients securities in which we have a material financial interest.

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### **Advisory Firm Purchase of Same Securities Recommended to Clients and Conflicts of Interest**

MWP and its affiliated persons may buy or sell securities that are also held by Clients. In order to mitigate conflicts of interest such as trading ahead of Client transactions, affiliated persons are required to disclose all reportable securities transactions as well as provide MWP with copies of their brokerage statements.

The Chief Compliance Officer of MWP is Shawna Moore. She reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal

trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over affiliated persons' transactions.

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### **Client Securities Recommendations or Trades and Concurrent Advisory Firm Securities Transactions and Conflicts of Interest**

MWP does not have a material financial interest in any securities being recommended. However, affiliated persons may buy or sell securities at the same time they buy or sell securities for Clients. In order to mitigate conflicts of interest such as front running, affiliated persons are required to disclose all reportable securities transactions as well as provide MWP with copies of their brokerage statements.

The Chief Compliance Officer of MWP is Shawna Moore. She reviews all trades of the affiliated persons each quarter. The personal trading reviews ensure that the personal trading of affiliated persons does not affect the markets and that Clients of the firm receive preferential treatment over associated persons' transactions.

### **Item 12: Brokerage Practices**

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#### **Factors Used to Select Broker-Dealers for Client Transactions**

MWP will recommend the use of a particular broker-dealer. MWP will select appropriate brokers based on a number of factors including but not limited to their relatively low transaction fees and reporting ability. MWP relies on its broker to provide its execution services at the best prices available. Lower fees for comparable services may be available from other sources. Clients pay for any and all custodial fees in addition to the advisory fee charged by MWP.

- *Directed Brokerage*  
MWP does not allow directed brokerage accounts.
- *Brokerage for Client Referrals*  
MWP does not receive client referrals from any custodian or third party in exchange for using that broker-dealer or third party.
- *Best Execution*  
Investment advisors who manage or supervise Client portfolios have a fiduciary obligation of best execution. MWP does not manage Client accounts.
- *Research and other Soft Dollar Benefits*  
The Securities and Exchange Commission defines soft dollar practices as arrangement under which products or services other than execution services are obtained by MWP from or through a broker-dealer in exchange for directing Client transactions to the broker-dealer. Although MWP has no formal soft dollar arrangements, MWP may receive products, research and/or other services from custodians or broker-dealers connected to client transactions or "soft dollar benefits". As permitted by Section 28(e) of the Securities Exchange Act of 1934, MWP receives economic benefits as a result of commissions generated from securities transactions by the custodian or broker-dealer from the accounts of MWP. MWP cannot ensure that a particular client will benefit from soft dollars or the client's transactions paid for the soft dollar benefits. MWP does not seek to proportionately allocate benefits to client accounts to any soft dollar benefits generated by the accounts.

A conflict of interest exists when MWP receives soft dollars which could result in higher commissions charged to Clients. This conflict is mitigated by the fact that MWP has a fiduciary responsibility to act in the best interest of its Clients and the services received are beneficial to all Clients.

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### **Aggregating Securities Transactions for Client Accounts**

Since MWP utilizes sub-advisors to manage client accounts, they are not authorized to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other Clients of MWP. Sub-advisors may have authorization in their discretion to aggregate purchases and sales and other transactions made for the account with purchases and sales and transactions in the same securities for other clients. All Clients participating in the aggregated order shall receive an average share price with all other transaction costs shared on a pro-rated basis. If aggregation is not allowed or infeasible and individual transactions occur (e.g., withdrawal or liquidation requests, odd-late trades, etc.) an account may potentially be assessed higher costs or less favorable prices than those where aggregation has occurred.

## **Item 13: Review of Accounts**

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### **Schedule for Periodic Review of Client Accounts or Financial Plans and Advisory**

#### **Persons Involved**

Account reviews are performed quarterly by the Chief Compliance Officer of MWP, Shawna Moore. Account reviews are performed more frequently when market conditions dictate. Reviews of Client accounts include, but are not limited to, a review of Client documented risk tolerance, adherence to account objectives, investment time horizon, and suitability criteria, reviewing target allocations of each asset class to identify if there is an opportunity for rebalancing, and reviewing accounts for tax loss harvesting opportunities. Accounts managed by TPM's are reviewed on a quarterly basis by investment advisor representatives of MWP. Account reviews are performed more frequently when market conditions dictate.

Financial plans generated are updated as requested by the Client and pursuant to a new or amended agreement, MWP suggests updating at least annually.

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#### **Review of Client Accounts on Non-Periodic Basis**

Other conditions that may trigger a review of Clients' accounts are changes in the tax laws, new investment information, and changes in a Client's own situation.

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#### **Content of Client Provided Reports and Frequency**

Clients receive written account statements no less than monthly for managed accounts and quarterly for TPM accounts. Account statements are issued by the Sub-Advisor's custodian or the third party money manager's custodian. Client receives confirmations of each transaction in account from Custodian and an additional statement during any month in which a transaction occurs. MWP does not provide additional reports to Clients.

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

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### **Economic Benefits Provided to the Advisory Firm from External Sources and Conflicts of Interest**

MWP receives an economic benefit in the form of a portion of the annual management fees collected by the TPM(s) to whom MWP refers Clients.

This situation creates a conflict of interest because MWP and/or its Investment Advisor Representative have an incentive to decide what TPMs to use because of the higher fees to be received by MWP. However, when referring Clients to a TPM, the Client's best interest will be the main determining factor of MWP.

MWP's investment advisor representatives may receive certain benefits from Gradient Investments, LLC (and/or its affiliated companies) based on achieving certain production thresholds. These thresholds are not based on the sale of any specific product or specific product type. These incentives include marketing assistance, access to technology, office support, and business trainings and trips. While some of these benefit the client, such as technology and training, some do not. This creates a conflict of interest because it gives an incentive to the representative to meet this threshold. This conflict is mitigated by disclosures, procedures and the firm's fiduciary obligation to place the best interest of the Client first. Clients are not required to use Gradient Investments, LLC or any of its affiliated companies.

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**Advisory Firm Payments for Client Referrals**

MWP does not compensate for Client referrals.

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**Item 15: Custody****Account Statements**

MPW does not have custody of client funds. All assets are held at qualified custodians, which means the custodians provide account statements directly to Clients at their address of record at least quarterly. Clients are urged to compare the account statements received directly from their custodians to any documentation or reports prepared by TPM.

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**Item 16: Investment Discretion****Discretionary Authority for Trading**

MWP requires discretionary authority to manage securities accounts on behalf of Clients. MWP has the authority to determine, without obtaining specific Client consent, the securities to be bought or sold, and the amount of the securities to be bought or sold and the ability to hire and fire sub-advisors/co-advisors.

MWP allows Client's to place certain restrictions, as outlined in the Client's Investment Policy Statement or similar document. Such restrictions could include only allowing purchases of socially conscious investments. These restrictions must be provided to MWP in writing.

The Client approves the custodian to be used and the commission rates paid to the custodian. MWP does not receive any portion of the transaction fees or commissions paid by the Client to the custodian.

MWP does not have discretionary authority of accounts held with third party money managers.

## **Item 17: Voting Client Securities**

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### **Proxy Votes**

MWP does not vote proxies on securities. Clients are expected to vote their own proxies. The Client will receive their proxies directly from the custodian of their account or from a transfer agent.

MWP does not render advice to clients with respect to voting. Clients should direct all proxy questions to the issuer of the security.

## **Item 18: Financial Information**

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### **Balance Sheet**

A balance sheet is not required to be provided to Clients because MWP does not serve as a custodian for Client funds or securities and MWP does not require prepayment of fees of more than \$500 per Client and six months or more in advance.

### **Financial Conditions Reasonably Likely to Impair Advisory Firm's Ability to Meet Commitments to Clients**

MWP has no condition that is reasonably likely to impair our ability to meet contractual commitments to our Clients.

### **Bankruptcy Petitions during the Past Ten Years**

MWP has not had any bankruptcy petitions in the last ten years.

## **Item 19: Requirements for State Registered Advisors**

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### **Principal Executive Officers and Management Persons**

The education and business background for all management and supervised persons can be found in the Part 2B of this Brochure.

### **Outside Business Activities**

The outside business activities for all management and supervised persons can be found in the Part 2B of this Brochure.

### **Performance Based Fee Description**

Neither MWP nor its management receive performance based fees. Please see Item 6 of the ADV 2A for more information.

### **Disclosure of Material Facts Related to Arbitration or Disciplinary Actions Involving Management Persons**

Neither MWP nor its management have been involved in any of the following:

1. An award or otherwise been found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
  - a) An investment or an investment-related business or activity;
  - b) Fraud, false statement(s) or omissions;
  - c) Theft, embezzlement or other wrongful taking of property;
  - d) Bribery, forgery, counterfeiting, or extortion;
  - e) Dishonest, unfair or unethical practices.
2. An award or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
  - a) An investment or an investment-related business or activity;

- b) Fraud, false statement(s) or omissions;
- c) Theft, embezzlement or other wrongful taking of property;
- d) Bribery, forgery, counterfeiting, or extortion;
- e) Dishonest, unfair or unethical practices.

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**Material Relationship Maintained by this Advisory Business or Management Persons with Issuers of Securities**

There are no material relationships with issuers of securities to disclose.