



RLS WEALTH

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FORM ADV PART 2A BROCHURE

This firm brochure provides information about the qualifications and business practices of RL Wealth Management, L.L.C. DBA RLS Wealth Management. If you have any questions about the contents of this firm brochure, contact us at 317-593-9390. The information in this firm brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about RL Wealth Management, L.L.C. (CRD No. 257786) is available on the SEC's website at www.adviserinfo.sec.gov.

RL Wealth Management, L.L.C. is a registered investment adviser. Registration with the SEC or any state securities authority does not imply a certain level of skill or training.

Item 2 Summary of Material Changes

Form ADV Part 2 requires registered investment advisers to amend their firm brochure when information becomes materially inaccurate. If there are any material changes to an adviser's firm brochure, the adviser is required to notify you and provide you with a description of the material changes.

Since our previous Annual ADV Update the following material changes have been made:

N/A

Item 3 Table of Contents

Item 1 Cover Page	
Item 2 Summary of Material Changes	Page 1
Item 3 Table of Contents	Page 2
Item 4 Advisory Business	Page 3
Item 5 Fees and Compensation	Page 7
Item 6 Performance-Based Fees and Side-By-Side Management	Page 14
Item 7 Types of Clients	Page 14
Item 8 Methods of Analysis, Investment Strategies and Risk of Loss	Page 15
Item 9 Disciplinary Information	Page 19
Item 10 Other Financial Industry Activities and Affiliations	Page 19
Item 11 Outside Business Activities	Page 19
Item 12 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading	Page 20
Item 13 Brokerage Practices	Page 21
Item 14 Review of Accounts	Page 23
Item 15 Client Referrals and Other Compensation	Page 24
Item 16 Custody	Page 24
Item 17 Investment Discretion	Page 25
Item 18 Voting Client Securities	Page 26
Item 19 Financial Information	Page 26
Item 20 Requirements for State-Registered Advisers	Page 26
Item 21 Additional Information	Page 27

Item 4 Advisory Business

Description of Firm

RL Wealth Management, L.L.C. DBA RLS Wealth Management, an Indiana limited liability company, is a registered investment adviser based in Fishers, Indiana. We have been providing investment advisory services since 2015. We are owned by Justin Castelli, CFP®.

The following paragraphs describe our services and fees. Please refer to the description of each investment advisory service listed below for information on how we tailor our advisory services to your individual needs. As used in this firm brochure, the words "we," "our," "firm," and "us" refer to RL Wealth Management, L.L.C. and the words "you," "your," and "client" refer to you as either a client or prospective client of our firm.

WealthManagement Customized Portfolio Management

We offer discretionary customized portfolio management services that are tailored to meet with your individual investment needs and objectives. Upon engagement of our customized portfolio management services, we will consult with you regarding your financial circumstances and objectives and assist you in determining (a) an appropriate set of financial goals, (b) a time horizon for your investments, and (c) your level of risk tolerance. Based on the information gathered during our consultation(s), we will provide you with continuous and focused investment advice implemented through the design, development, and ongoing discretionary management of a fully customized investment portfolio. We will monitor your portfolio's performance on an ongoing basis and re-balance and make specific adjustments within the portfolio as required by changes in market conditions and your unique investment profile.

If you participate in our customized portfolio management services, we require you to grant our firm discretionary authority to manage your account. Discretionary authorization allows us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without obtaining your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms. Our customized portfolio management services are not offered on a non-discretionary basis.

Subject to our discretion, you may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing.

As part of our portfolio management services, we may, in our sole discretion, provide you with advisory consulting services on a complimentary (or reduced cost) basis. This complimentary advice is intended to assist our clients in managing their overall financial affairs.

***LifeDesign+*™ Financial Planning and Optional Asset Allocation Selection and Monitoring**

We offer *LifeDesign+* a unique relationship designed for the individual or family looking to connect mind, body, spirit, and money. The relationship consists of monthly meetings, held on the same day and time each month and missing two meetings will result in termination of the relationship. *LifeDesign+* also requires the completion of tasks in a Notion Dashboard including journaling, mindfulness practice, fitness routine, and a spiritual practice. *LifeDesign+* also includes our *WealthManagement* financial planning relationship with an annual financial plan update meeting. We only welcome 1 *LifeDesign+* client per month, given the scope of the relationship.

If you participate in our *LifeDesign+* relationship and elect investment management services, we will require you to grant our firm discretionary authority to manage your account. Discretionary authorization allows us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without obtaining your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms; this is not offered on a non-discretionary basis.

Subject to our discretion, you may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing.

As part of our *LifeDesign+* relationship, we may, in our sole discretion, provide you with advisory consulting services on a complimentary (or reduced cost) basis. This complimentary advice is intended to assist our clients in managing their overall financial affairs.

***WealthFusion*™ and *WealthGenesis*™ Asset Allocation Selection and Monitoring**

We offer *WealthFusion*™ and *WealthGenesis*™ asset allocation selection and monitoring services that are tailored to meet with your individual investment needs and objectives. Upon engagement of our *WealthFusion*™ services, we will consult with you regarding your financial circumstances and objectives and assist you in determining (a) an appropriate set of financial goals, (b) a time horizon for your investments, and (c) your level of risk tolerance. We will analyze the information gathered during our consultation(s) to determine and implement an appropriate asset allocation model (or models) within your account based on your unique investment profile. The asset allocation model(s) we may select for your account may include proprietary models developed by our firm, as well as other models developed by third party money managers and made available for our use. Following the initial implementation of the selected asset allocation model (or models) within your account, we will monitor your account on a monthly basis to ensure that your portfolio does not stray outside of our predetermined and acceptable range of "drift" from the intended model allocation. We will re-balance the holdings within your account monthly, as necessary, to ensure that your portfolio stays within these predetermined limits. We may further use our discretionary authority to implement other asset allocation models within your account in an effort

to remain consistent with your overall investment profile.

If you participate in our WealthFusion™ or WealthGenesis™ services, we will require you to grant our firm discretionary authority to manage your account. Discretionary authorization allows us to determine the specific securities, and the amount of securities, to be purchased or sold for your account without obtaining your approval prior to each transaction. Discretionary authority is typically granted by the investment advisory agreement you sign with our firm and the appropriate trading authorization forms. Our WealthFusion™ and WealthGenesis™ services are not offered on a non-discretionary basis.

Subject to our discretion, you may limit our discretionary authority (for example, limiting the types of securities that can be purchased or sold for your account) by providing our firm with your restrictions and guidelines in writing.

As part of our WealthFusion™ and WealthGenesis™ services, we may, in our sole discretion, provide you with advisory consulting services on a complimentary (or reduced cost) basis. This complimentary advice is intended to assist our clients in managing their overall financial affairs.

Periodic Portfolio Review

We offer periodic portfolio review services where the investment advice provided is tailored to meet with your individual investment needs and objectives. Upon engagement of our periodic portfolio review services, we will consult with you on a calendar quarterly basis (four annual consultations) with respect to your overall investment portfolio and financial circumstances. We will conduct an isolated review of your investment account statements during each quarterly

consultation session and provide you with investment advice consisting of asset allocation adjustment and re-balancing recommendations, and, where appropriate, recommendations regarding transactions in specific securities. Under no circumstances do we maintain your account log-in credentials on file, nor will we review the status of your investment account(s) outside of our four quarterly consultation sessions.

As part of this service, you will be required to provide us with copies of your closing quarterly account statements, either by providing physical copies directly to our firm or by arranging for our firm to receive duplicate copies from the custodian of your account(s).

Our portfolio review services are based on your financial situation at the time we deliver the services to you, and on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on our periodic portfolio review recommendations and you maintain the sole discretion to accept or reject such recommendations at all times. Moreover, we

will not execute any transactions in your account(s) in conjunction with any advice and/or recommendations provided to you as part of our periodic portfolio review services. You are solely responsible for implementing our investment recommendations and may do so through any investment adviser, broker-dealer, and/or custodian selected in your sole discretion.

Advisory Consulting

We provide advisory consulting services where the investment advice provided is custom tailored to meet with your individual investment needs and objectives. Upon engaging us for advisory consulting services, we will gather information about your financial situation and objectives, and may provide guidance and advice to you with respect to a variety of specific financial or investment related topics, including, risk tolerance and/or time horizon assessments, long and short term financial goal setting, asset allocation recommendations, education/retirement planning, general investment/cost planning, financial organization, financial decision making/negotiation, and/or other specific topics. Depending on the nature of the financial topics for which we are engaged, you may elect to retain us for ongoing advisory consulting services or for a one-time (non-ongoing) advice and recommendations.

Advisory consulting services are based on your financial situation at the time we deliver the services to you, and on the financial information you provide to us. You must promptly notify our firm if your financial situation, goals, objectives, or needs change.

You are under no obligation to act on our advisory consulting recommendations and you maintain the sole discretion to accept or reject such recommendations at all times. Moreover, we will not execute any transactions in your account(s) in conjunction with any advice and/or recommendations provided to you as part of our advisory consulting services. You are solely

responsible for implementing our investment recommendations and may do so through any investment adviser, broker-dealer, and/or custodian selected in your sole discretion.

Educational Seminars and Speaking Engagements

We may provide seminars on an “as announced” basis for groups seeking general advice on investments and other areas of personal finance. The content of these seminars will vary depending upon the needs of the attendees. These seminars are purely educational in nature and do not involve the sale of any investment products. Information presented will not be based on any individual’s person’s need, nor does RLWM provide individualized investment advice to attendees during these seminars.

Wrap Fee Programs

We do not participate in any wrap fee program.

Types of Investments

We primarily offer advice on mutual funds, exchange traded funds ("ETFs"), individual securities,

and cryptoassets . Please refer to *Item 8 - Methods of Analysis, Investment Strategies and Risk of Loss* below for additional disclosures on this topic.

Additionally, we may advise you on various types of investments, based on your stated goals and objectives. We may also provide advice on any type of investment held in your portfolio at the inception of our advisory relationship.

Assets Under Management

As of December 31st, 2023, we provide continuous management services for \$58,173,693 in client assets on a discretionary basis, and \$0 in client assets on a non-discretionary basis

Item 5 Fees and Compensation

Wealth Management and Customized Portfolio Management (grandfathered and not taking new clients)

Our fee for customized portfolio management services is based on a percentage of the assets in your account and is set forth in the following annual fee schedule:

Annual Fee Schedule

Assets Under Management	Annual Fee (This is not a blended fee)
\$0 - \$1,000,000	1.00%
\$1,000,001 - \$3,000,000	0.75%
\$3,000,001 and greater	0.50%

Our annual portfolio management fee is billed and payable monthly, in arrears, based on the balance in your account at the end of the billing period (i.e., the calendar month).

If our portfolio management agreement is executed at any time other than the first day of a calendar month, our fees will apply on a pro-rata basis, which means that our portfolio management fee is payable only in proportion to the number of days in the calendar month during which you are a client. Our portfolio management fee is negotiable, depending on individual client circumstances.

At our discretion, we may combine the account values of family members living in the same household to determine the applicable portfolio management fee. For example, we may combine account values for you and your minor children, joint accounts with your spouse, and other types of related accounts. Combining account values may increase the asset total, which may result in your paying a reduced portfolio management fee based on the available breakpoints in our fee schedule stated above. Our portfolio management fee is paid by the client via direct fee deduction from the client's account held at the qualified custodian of the client's funds and securities.

We will deduct our portfolio management fee directly from the client's account through the qualified custodian holding the client's funds and securities only when the following requirements are met:

- You provide our firm with written authorization permitting our portfolio management fees to be paid directly from your account held by the qualified custodian.
- We have a reasonable basis, after due inquiry, for believing that the qualified custodian of your account sends an account statement to you, at least quarterly, identifying the amount of funds and of each security in the account at the end of the period and setting forth all transactions in the account during that period, including the amount of the portfolio management fees paid directly to us.

We encourage you to carefully review the account statement(s), notices, and any other written materials you receive from the qualified custodian of your account. You should contact us if you have any questions or concerns about the statements you receive (or otherwise) at our main office number located on the cover page of this firm brochure.

You may terminate our customized portfolio management services agreement upon 30 days written notice. You will incur a pro-rata charge for services rendered prior to the termination of the agreement, which means you will incur portfolio management fees only in proportion to the number of days during the calendar month during which you were a client.

***LifeDesign+*[™] Financial Planning and Optional Asset Allocation Selection and Monitoring**

We charge \$12,000 a year for *LifeDesign+* services. Our annual *LifeDesign+*[™] services fee is payable monthly, in arrears, across 12 individual installment payments coinciding with our monthly review and payable using the AdvicePay software. We do not require prepayment of a fee more than six months in advance.

You may terminate our *LifeDesign+*[™] services agreement upon 30 days written notice. You will incur a pro-rata charge for services rendered prior to the termination of the agreement, which means you will incur fees only in proportion to the number of days during the calendar month during which you were a client.

If you elect for the asset allocation selection and monitoring, we have the following fee schedule:

***LifeDesign+*[™] Investment Management Annual Fee Schedule**

0.35%

We will deduct our WealthFusion[™] services fee directly from the client's account through the qualified custodian holding the client's funds and securities only when the following requirements are met:

- You provide our firm with written authorization permitting our asset allocation selection and monitoring fees to be paid directly from your account held by the qualified custodian.
- We have a reasonable basis, after due inquiry, for believing that the qualified custodian of your account sends an account statement to you, at least quarterly, identifying the amount of funds and of each security in the account at the end of the period and setting forth all transactions in the account during that period, including the amount of the asset allocation selection and monitoring fees paid directly to us.

We encourage you to carefully review the account statement(s), notices, and any other written materials you receive from the qualified custodian of your account. You should contact us if you have any questions or concerns about the statements you receive (or otherwise) at our main office number located on the cover page of this firm brochure.

You may terminate our *LifeDesign*[™] services agreement upon 30 days written notice. You will incur a pro-rata charge for services rendered prior to the termination of the agreement, which means you will incur *LifeDesign*[™] fees only in proportion to the number of days during the calendar month during which you were a client.

***LifeDesign*⁺[™] Financial Planning as a Project-Based Relationship**

We charge \$5,000 for an individual and \$7,500 for a couple for a project-based *LifeDesign*⁺[™] relationship. Our annual *LifeDesign*⁺[™] services fee is payable in two payments, one-half at the beginning of the engagement and one-half at the end.

WealthFusion[™] Asset Financial Planning and Optional Asset Allocation Selection and Monitoring (grandfathered and not taking new clients)

We charge an initial \$750 fixed fee, followed by a non-negotiable annual fee for WealthFusion[™] services of \$1,800 or \$3,600 determined by complexity of financial planning needs and will be determined, agreed upon, and disclosed at onset of the relationship. The initial \$750 fixed fee is due upon delivery of the financial plan. Our annual WealthFusion[™] services fee is payable monthly, in arrears, across 12 individual installment payments coinciding with our monthly review and re-balancing of your account (if any re-balancing is required). We do not require prepayment of a fee more than six months in advance and in excess of \$500. You may elect to pay our WealthFusion[™] services fee either upon presentation of a written invoice or via direct fee deduction from your account held at the qualified custodian of your assets.

If you elect for the asset allocation selection and monitoring, we have the following fee schedule:

WealthFusion[™] Annual Fee Schedule

0.35%

We will deduct our WealthFusion[™] services fee directly from the client's account through the

qualified custodian holding the client's funds and securities only when the following requirements are met:

- You provide our firm with written authorization permitting our asset allocation selection and monitoring fees to be paid directly from your account held by the qualified custodian.
- We have a reasonable basis, after due inquiry, for believing that the qualified custodian of your account sends an account statement to you, at least quarterly, identifying the amount of funds and of each security in the account at the end of the period and setting forth all transactions in the account during that period, including the amount of the asset allocation selection and monitoring fees paid directly to us.

We encourage you to carefully review the account statement(s), notices, and any other written materials you receive from the qualified custodian of your account. You should contact us if you have any questions or concerns about the statements you receive (or otherwise) at our main office number located on the cover page of this firm brochure.

You may terminate our WealthFusion™ services agreement upon 30 days written notice. You will incur a pro-rata charge for services rendered prior to the termination of the agreement, which means you will incur WealthFusion™ fees only in proportion to the number of days during the calendar month during which you were a client.

WealthGenesis™ (grandfathered and not taking new clients)

We charge an annual fee of 0.35% of assets under management for investment management only with the WealthGenesis™ service.

If you elect for the asset allocation selection and monitoring, we have the following fee schedule:

WealthGenesis™ Annual Fee Schedule

0.35%

Periodic Portfolio Review

We charge a non-negotiable annual fixed fee for periodic portfolio review services of \$1,200. Our annual portfolio review fee is invoiced and payable quarterly, in arrears, across 4 individual installment payments coinciding with our consultation sessions. Our agreement for periodic portfolio reviews shall automatically renew annually until terminated by the client. We do not require prepayment of a fee more than six months in advance and in excess of \$500.

At our discretion, we may offset all or a portion of our portfolio review fees to the extent you elect to implement our recommendations through our customized portfolio management services.

You may terminate our portfolio review services agreement upon 30 days written notice to our firm. You will incur a pro-rata charge for services rendered prior to the date of termination of the agreement (not to exceed the contracted fixed fee amount) at the current rate of \$250 per hour.

Advisory Consulting

We typically charge a fixed fee for advisory consulting services ranging from \$1,000 - \$2,000; however, this fixed fee is negotiable and may vary outside this range based upon the complexity of your assets and financial circumstances, the scope of the engagement, and other factors as we may determine in our sole discretion. Our advisory consulting fee is invoiced to you and payable upon completion of the contracted services.

All initial advisory consulting engagements are completed within 6 months from the date of inception. We do not require prepayment of a fee more than six months in advance and in excess of \$500.

At our discretion, we may offset all or a portion of our advisory consulting fees to the extent you elect to implement our recommendations through our customized portfolio management services.

You may terminate our advisory consulting services agreement upon 30 days written notice to our firm. You will incur a pro-rata charge for services rendered prior to the date of termination of the agreement (not to exceed the contracted fixed fee amount) at the current rate of \$250 per hour.

Educational Seminars/ Speaking engagements

Seminars are offered to organizations and the public on a variety of financial topics. Fees range from free to \$1000 per seminar or free to \$100 per participant. Half of the fees are due prior to the engagement, and the other half are to be paid the day of, no later than the conclusion of the Seminar. The fee range is based on the content, amount of research conducted, number of hours of preparation needed, and the number of attendees. In the event of inclement weather or a flight cancellation, the Speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If travel proves impossible, or the event is otherwise cancelled, the Speaker's fee is waived, but the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred.

In the event that the Client decides to cancel or change the date of the event for any reason besides weather or similar unforeseen causes, the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for 50 % of the Speaker's fee if the cancellation occurs within 30 days of the event. In

the event that the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any travel costs already incurred by

the Speaker or any portion of the Speaker's fee.

Speaking Engagements

Justin Castelli is a public speaker. Generally, fees for his speaking engagements range from free to \$5,000 plus travel expenses, depending on sponsor, date, location, and program requested. For all speeches, 10 % of the balance is due before the event and the remaining balance due at the conclusion of the event. Half of the fees are due prior to the engagement, and the other half are to be paid the day of, no later than the conclusion of the Seminar. The fee range is based on the content, amount of research conducted, number of hours of preparation needed, and the number of attendees. The content is based on topics that are currently relevant in the financial planning environment.

In the event of inclement weather or a flight cancellation, the Speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If travel proves impossible, or the event is otherwise cancelled, the Speaker's fee is waived, but the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred. In the event that the Client decides to cancel or change the date of the event for any reason besides weather or similar unforeseen causes, the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred, and will provide payment for 50 % of the Speaker's fee if the cancellation occurs within 30 days of the event. In the event that the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any travel costs already incurred by the Speaker or any portion of the Speaker's fee.

Educational Seminars and Speaking Engagements may be provided pro-bono at RLSWM's discretion.

Additional Fees and Expenses

As part of our investment advisory services to you, we may invest, or recommend that you invest, in mutual funds and ETFs. The fees that you pay to our firm for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds or ETFs (described in each fund's prospectus) to their shareholders. These fees will generally include a management fee and other fund expenses. You will also incur transaction charges and/or brokerage fees when purchasing or selling securities. These charges and fees are typically imposed by the broker-dealer or custodian through whom your account transactions are executed. We do not share in any portion of the brokerage fees/transaction charges imposed by the broker-dealer or custodian. To fully understand the total cost you will incur, you should review all the fees charged by mutual funds, ETFs, our firm, and others. For information on our brokerage practices, please

refer to the *Brokerage Practices* section of this firm brochure.

IRA Rollover Considerations

As part of our investment advisory services to you, we may recommend that you withdraw the assets from your employer's retirement plan and roll the assets over to an individual retirement account ("IRA") that we will manage on your behalf. If you elect to roll the assets to an IRA that is subject to our management, we will charge you an asset based fee as set forth in the agreement you executed with our firm. This practice presents a conflict of interest because persons providing investment advice on our behalf have an incentive to recommend a rollover to you for the purpose of generating fee based compensation rather than solely based on your needs. You are under no obligation, contractually or otherwise, to complete the rollover.

Moreover, if you do complete the rollover, you are under no obligation to have the assets in an IRA managed by our firm.

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

An employee will typically have four options:

1. Leaving the funds in your employer's (former employer's) plan.
2. Moving the funds to a new employer's retirement plan.
3. Cashing out and taking a taxable distribution from the plan.
4. Rolling the funds into an IRA rollover account.

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

If you are considering rolling over your retirement funds to an IRA for us to manage here are a few points to consider before you do so:

1. Determine whether the investment options in your employer's retirement plan address your needs or whether you might want to consider other types of investments.
 - a. Employer retirement plans generally have a more limited investment menu than IRAs.
 - b. Employer retirement plans may have unique investment options not available to the public such as employer securities, or previously closed funds.
2. Your current plan may have lower fees than our fees.
 - a. If you are interested in investing only in mutual funds, you should understand the cost structure of the share classes available in your employer's retirement plan and how the costs of those share classes compare with those available in an IRA.

- b. You should understand the various products and services you might take advantage of at an IRA provider and the potential costs of those products and services.
- 3. Our strategy may have higher risk than the option(s) provided to you in your plan.
- 4. Your current plan may also offer financial advice.
- 5. If you keep your assets titled in a 401k or retirement account, you could potentially delay your required minimum distribution beyond age 72.
- 6. Your 401k may offer more liability protection than a rollover IRA; each state may vary.
 - a. Generally, federal law protects assets in qualified plans from creditors. Since 2005, IRA assets have been generally protected from creditors in bankruptcies. However, there can be some exceptions to the general rules so you should consult with an attorney if you are concerned about protecting your retirement plan assets from creditors.
- 7. You may be able to take out a loan on your 401k, but not from an IRA.
- 8. IRA assets can be accessed any time; however, distributions are subject to ordinary income tax and may also be subject to a 10% early distribution penalty unless they qualify for an exception such as disability, higher education expenses or the purchase of a home.
- 9. If you own company stock in your plan, you may be able to liquidate those shares at a lower capital gains tax rate.
- 10. Your plan may allow you to hire us as the manager and keep the assets titled in the plan name.

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

Item 6 Performance-Based Fees and Side-By-Side Management

We do not accept performance-based fees or participate in side-by-side management. Performance-based fees are fees that are based on a share of a capital gains or capital appreciation of a client's account. Side-by-side management refers to the practice of managing accounts that are charged performance-based fees while at the same time managing accounts that are not charged performance-based fees. Our fees are calculated as described in the *Fees and Compensation* section above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds in your advisory account.

Item 7 Types of Clients

We typically offer investment advisory services to individuals (including more than high net worth individuals), corporations, and small businesses.

In general, we do not require a minimum dollar amount to open and maintain an advisory account; however, we reserve the right to terminate your account if it falls below a minimum size which, in

our sole opinion, is too small to manage effectively.

Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

Our Methods of Analysis and Investment Strategies

We may use one or more of the following methods of analysis or investment strategies when providing investment advice to you:

Charting Analysis - involves the gathering and processing of price and volume pattern information for a particular security, sector, broad index or commodity. This price and volume pattern information is analyzed. The resulting pattern and correlation data is used to detect departures from expected performance and diversification and predict future price movements and trends.

Risk: Our charting analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Technical Analysis - involves studying past price patterns, trends and interrelationships in the financial markets to assess risk-adjusted performance and predict the direction of both the overall market and specific securities.

Risk: The risk of market timing based on technical analysis is that our analysis may not accurately detect anomalies or predict future price movements. Current prices of securities may reflect all information known about the security and day-to-day changes in market prices of securities may follow random patterns and may not be predictable with any reliable degree of accuracy.

Fundamental Analysis - involves analyzing individual companies and their industry groups, such as a company's financial statements, details regarding the company's product line, the experience and expertise of the company's management, and the outlook for the company and its industry. The resulting data is used to measure the true value of the company's stock compared to the current market value.

Risk: The risk of fundamental analysis is that information obtained may be incorrect and the analysis may not provide an accurate estimate of earnings, which may be the basis

for a stock's value. If securities prices adjust rapidly to new information, utilizing fundamental analysis may not result in favorable performance.

Modern Portfolio Theory - a theory of investment which attempts to maximize portfolio expected

return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully diversifying the proportions of various assets.

Risk: Market risk is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification.

Long-Term Purchases - securities purchased with the expectation that the value of those securities will grow over a relatively long period of time, generally greater than one year.

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

Short-Term Purchases - securities purchased with the expectation that they will be sold within a relatively short period of time, generally less than one year, to take advantage of the securities' short-term price fluctuations.

Risk: Using a short-term purchase strategy generally assumes that we can predict how financial markets will perform in the short-term which may be very difficult and will incur a disproportionately higher amount of transaction costs compared to long-term trading.

There are many factors that can affect financial market performance in the short-term (such as short-term interest rate changes, cyclical earnings announcements, etc.) but may have a smaller impact over longer periods of times.

Our investment strategies and advice may vary depending upon each client's specific financial situation. As such, we determine investments and allocations based upon your predefined objectives, risk tolerance, time horizon, financial information, liquidity needs and other various suitability factors. Your restrictions and guidelines may affect the composition of your portfolio. **It is important that you notify us immediately with respect to any material changes to your financial circumstances, including for example, a change in your current or expected income level, tax circumstances, or employment status.**

Where you grant us discretionary authority to manage your account we will allocate your assets among various asset classes and/or execute specific securities transactions within your account. The particular transactions to be executed will be determined by us based on the client's individual investment profile. Clients of our portfolio management services should further note that, in addition to the investment strategies described above, we may, in certain limited circumstances, implement option writing, short sales, and/or a "trading" techniques (in general, selling securities within 30 days of purchasing the same securities), among others, within your

account(s). While none of these investment techniques are a fundamental part of our overall investment strategy, we may implement them occasionally when we determine that they are suitable given your stated investment objectives, tolerance for risk, and market conditions.

Tax Considerations

Our strategies and investments may have unique and significant tax implications. However, unless we specifically agree otherwise, and in writing, tax efficiency is not our primary consideration in the management of your assets. Regardless of your account size or any other factors, we strongly recommend that you consult with a tax professional regarding the investing of your assets.

Moreover, custodians and broker-dealers must report the cost basis of equities acquired in client accounts on or after January 1, 2011. Your custodian will default to the "first-in, first-out" ("FIFO") accounting method for calculating the cost basis of your investments. You are responsible for contacting your tax adviser to determine if this accounting method is the right choice for you. If your tax adviser believes another accounting method is more advantageous, provide written notice to our firm immediately and we will alert your account custodian of your individually selected accounting method. Decisions about cost basis accounting methods will need to be made before trades settle, as the cost basis method cannot be changed after settlement.

Risk of Loss

Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Recommendation of Particular Types of Securities

We primarily recommend mutual funds and ETFs. However, we may advise on other types of investments as appropriate for you since each client has different needs and different tolerance for risk. Each type of security has its own unique set of associated risks, and it would not be possible to list here all of the specific risks of every type of investment. Even within the same type of investment, risks can vary widely. However, in very general terms, the higher the anticipated return of an investment, the higher the risk of loss associated with the investment.

Money Market Funds: A money market fund is technically a security. The fund managers attempt to keep the share price constant at \$1/share. However, there is no guarantee that the share price will stay at \$1/share. If the share price goes down, you can lose some of or your principal. The U.S. Securities and Exchange Commission ("SEC") notes that "While investor losses in money market funds have been rare, they are possible." In return for this risk, you should earn a greater return on your cash than you would expect from an Federal Deposit Insurance Corporation ("FDIC") insured savings account (money market funds are not FDIC insured). Next,

money market fund rates are variable. In other words, you do not know how much you will earn on your investment next month. The rate could go up or go down. If it goes up, that may be a positive outcome. However, if it goes down and you earn less than you expected to earn, you can end up needing more cash. A final risk you are taking with money market funds has to do with inflation. Because money market funds are considered to be safer than other investments like stocks, long-term average returns on money market funds tends to be less than long term average returns on riskier investments. Over long periods of time, inflation can eat away at your returns.

Stocks: There are numerous ways of measuring the risk of equity securities (also known simply as "equities" or "stock"). In very broad terms, the value of a stock depends on the financial health of the company issuing it. However, stock prices can be affected by many other factors including, but not limited to the class of stock (for example, preferred or common); the health of the market sector of the issuing company; and, the overall health of the economy. In general, larger, better established companies ("large cap") tend to be safer than smaller start-up companies ("small cap") are but the mere size of an issuer is not, by itself, an indicator of the safety of the investment.

Mutual Funds and Exchange Traded Funds: Mutual funds and ETFs are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short- term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end".

So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

Cryptoassets: Cryptoassets are a relatively new asset class including cryptocurrencies like bitcoin and ethereum, decentralized finance (DeFi) protocols, and non-fungible tokens (NFTs). Historically, cryptoassets tend to have more volatility and greater swings than traditional investments like stocks, ETFs, and mutual funds. In addition to market risk, cryptoassets also have unique custodial risks, self-custody risks, password and seed phrase management, and risk of permanent loss of assets.

Options and other derivatives carry many unique risks, including time-sensitivity, and can result in the complete loss of principal. While covered call writing does provide a partial hedge

to the stock against which the call is written, the hedge is limited to the amount of cash flow received when writing the option. When selling covered calls, there is a risk the underlying position may be called away at a price lower than the current market price.

Item 9 Disciplinary Information

We are required to disclose the facts of any legal or disciplinary events that are material to a client's evaluation of our advisory business or the integrity of our management. We do not have any required disclosures under this item.

Item 10 Other Financial Industry Activities and Affiliations

We have not provided information on other financial industry activities and affiliations because we do not have any relationship or arrangement that is material to our advisory business or to our clients with any of the types of entities listed below.

1. broker-dealer, municipal securities dealer, or government securities dealer or broker.
2. investment company or other pooled investment vehicle (including a mutual fund, closed-end investment company, unit investment trust, private investment company or "hedge fund," and offshore fund).
3. other investment adviser or financial planner.
4. futures commission merchant, commodity pool operator, or commodity trading advisor.
5. banking or thrift institution.
6. accountant or accounting firm.
7. lawyer or law firm.
8. insurance company or agency.
9. pension consultant.
10. real estate broker or dealer.
11. sponsor or syndicator of limited partnerships.

Item 11 Outside Business Activities

Justin Castelli is the owner of RLS Ventures. This is a company creating online content and education under the name of Justin Castelli. This makes up for approximately 30% of his time.

Justin Castelli is the co-founder of the Advisor Growth Community™. This is a private online community for financial advisors. This makes up approximately 5% of his time.

Item 12 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Description of Our Code of Ethics

We strive to comply with applicable laws and regulations governing our practices. Therefore, our

Code of Ethics includes guidelines for professional standards of conduct for persons associated with our firm. Our goal is to protect your interests at all times and to demonstrate our commitment to our fiduciary duties of honesty, good faith, and fair dealing with you. All persons associated with our firm are expected to adhere strictly to these guidelines. Persons associated with our firm are also required to report any violations of our Code of Ethics. Additionally, we maintain and enforce written policies reasonably designed to prevent the misuse or

dissemination of material, non-public information about you or your account holdings by persons associated with our firm.

Clients or prospective clients may obtain a copy of our Code of Ethics by contacting us at the telephone number on the cover page of this firm brochure.

Participation or Interest in Client Transactions

Neither our firm nor any persons associated with our firm has any material financial interest in client transactions beyond the provision of investment advisory services as disclosed in this firm brochure.

Personal Trading Practices

Our firm or persons associated with our firm may buy or sell the same securities that we recommend to you or securities in which you are already invested. A conflict of interest exists in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To mitigate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

Our firm or persons associated with our firm may buy or sell securities for you at the same time we or persons associated with our firm buy or sell such securities for our own account. We may also combine our orders to purchase securities with your orders to purchase securities ("block trading"). Please refer to *Item 12 - Brokerage Practices* in this firm brochure for information on our block trading practices. A conflict of interest may exist in such cases because we have the ability to trade ahead of you and potentially receive more favorable prices than you will receive. To eliminate this conflict of interest, it is our policy that neither our firm nor persons associated with our firm shall have priority over your account in the purchase or sale of securities.

Item 13 Brokerage Practices

We typically recommend the brokerage and custodial services of Charles Schwab, Inc. (Member FINRA/SIPC), a non-affiliated broker-dealer firm (whether one or more "Custodian") and Altruist. In all cases, the recommended Custodian is a securities broker-dealer and a member of the Financial Industry Regulatory Authority ("FINRA") and the

Securities Investor Protection Corporation ("SIPC"). We believe that the recommended Custodian provides quality execution services for you at competitive prices. Price is not the sole factor we consider in evaluating best execution. We also consider the quality of the brokerage services provided by the Custodian, including the value of the Custodian's reputation, execution capabilities, commission rates, and responsiveness to our clients and our firm. In recognition of the value of the services the Custodian provides, you may pay higher commissions and/or trading costs than those that may be available elsewhere.

Research and Other Soft Dollar Benefits

We do not have any soft dollar arrangements.

Economic Benefits

As a registered investment adviser, we have access to the institutional platform of your account custodian. As such, we will also have access to research products and services from your account custodian and/or other brokerage firm. These products may include financial publications, information about particular companies and industries, research software, and other products or services that provide lawful and appropriate assistance to our firm in the performance of our investment decision-making responsibilities. Such research products and services are provided to all investment advisers that utilize the institutional services platforms of these firms, and are not considered to be paid for with soft dollars. However, you should be aware that the commissions charged by a particular broker for a particular transaction or set of transactions may be greater than the amounts another broker who did not provide research services or products might charge.

Charles Schwab

We participate in the institutional advisor program (the "Institutional Program") offered through Charles Schwab, member FINRA/SIPC. Through the Institutional Program, Charles Schwab offers services to independent investment advisers which include custody of securities, trade execution, clearance services, and settlement of transactions.

As disclosed above, we participate in the Institutional Program and we generally recommend Charles Schwab to you for custody and brokerage services. There is no direct link between our participation in the Institutional Program and the investment advice we give you, although we receive economic benefits through our participation in the Institutional Program that are typically

not available to Charles Schwabs retail investors. These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving our participants; access to block trading (which provides the ability to aggregate securities transactions for execution and then allocate the appropriate shares to your accounts); the ability to have advisory fees deducted directly from your accounts; access to an electronic

communications network for order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and discounts on compliance, marketing, research, technology, and practice management products or services provided to us by third party vendors. Charles Schwab may also have paid for business consulting and professional services received by our related persons. Some of the products and services made available to us by Charles Schwab through the Institutional Program may benefit us but may not benefit your accounts. These products or services may assist us in managing and administering your accounts, including accounts not maintained at Charles Schwab. Other services made available by Charles Schwab are intended to help us manage and further develop our business enterprise. The benefits received by us or our personnel through participation in the Institutional Program do not depend on the amount of brokerage transactions directed to Charles Schwab. As part of our fiduciary duties to you, we endeavor at all times to put your interests first. You should be aware, however, that the receipt of economic benefits by us or our related persons in and of itself creates a potential conflict of interest and may indirectly influence our choice of Charles Schwab for custody and brokerage services.

Altruist

For the benefit of no commissions or transaction fees, fully digital account opening, a large variety of security options and complete integration with software tools, RL Wealth Management, LLC. recommends Altruist Financial LLC, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, as the introducing broker to Apex Clearing Corporation, an unaffiliated SEC-registered broker dealer and FINRA/SIPC member, for some clients' custodian. RLS Wealth Management, LLC. does not receive any research or other soft-dollar benefit by nature from its relationship with Altruist Financial LLC, nor does RLS Wealth Management, LLC. receive any referrals in exchange for using Altruist Financial LLC as a broker dealer.

Brokerage for Client Referrals

We do not receive client referrals from broker-dealers in exchange for cash or other compensation, such as brokerage services or research.

Directed Brokerage

In limited circumstances, and at our discretion, some clients may instruct our firm to use one or more particular brokers for the transactions in their accounts. If you choose to direct our firm to use a particular broker, you should understand that this might prevent our firm from aggregating trades

with other client accounts or from effectively negotiating brokerage commissions on your behalf. This practice may also prevent our firm from obtaining favorable net price and execution. Thus, when directing brokerage business, you should consider whether the commission expenses, execution, clearance, and settlement capabilities that you will obtain through your broker are adequately favorable in comparison to those that we would otherwise obtain for you.

Block Trades

Where appropriate, as determined in our sole discretion, we may combine multiple orders for shares of the same securities purchased for the advisory accounts we manage (this practice is commonly referred to as "block trading"). We will then distribute a portion of the shares to participating accounts in a fair and equitable manner. When we combine orders, each participating account pays an average price per share for all transactions and pays a proportionate share of all transaction costs. In the event an order is only partially filled, the shares will be allocated to participating accounts in a fair and equitable manner, typically in proportion to the size of each client's order. Accounts owned by our firm or persons associated with our firm may participate in block trading with your accounts; however, they will not be given preferential treatment.

Item 14 Review of Accounts

Customized Portfolio Management and WealthFusion™ Asset Allocation Selection and Monitoring

Justin Castelli, CFP®, Managing Principal, will monitor client accounts enrolled in these programs on an ongoing basis and will conduct account reviews at least quarterly (unless otherwise agreed with the client), to ensure the advisory services provided to you are consistent with your investment needs and objectives. Additional reviews may be conducted based on various circumstances, including, but not limited to:

- contributions and withdrawals,
- year-end tax planning,
- market moving events,
- security specific events, and/or,
- changes in your risk/return objectives.

The individuals conducting reviews may vary from time to time, as personnel join or leave our firm. You will receive trade confirmations and monthly or quarterly statements from your account custodian(s). While we do not independently provide clients with regular written reports, we may, at our discretion, or upon client request, provide you with additional written reports in conjunction with our quarterly account reviews and otherwise. Reports we provide to you will contain relevant account and/or market-related information such as an inventory of account holdings and account performance, etc.

Periodic Portfolio Review

All recommendations made in connection with this service are based on the information provided by the client during our quarterly consultations. No additional or further review is provided once our recommendations are made to the client. Notwithstanding the foregoing, we recommend that you contact us as soon as possible in the event of any significant change in your financial circumstances, including, without limitation, marriage, divorce, childbirth, death, inheritance, lawsuit, retirement, job loss and/or disability, among others. If you implement the the advice provided by our firm you will receive trade confirmations and monthly or quarterly statements from the relevant custodians.

Advisory Consulting Services

Where you engage our firm for an ongoing advisory consulting relationship, Justin Castelli, CFP®, Managing Principal, will review our advisory consulting recommendations periodically as per the arrangements made with you at inception to ensure that the advice provided is consistent with your investment needs and objectives and any changed circumstances. Changed circumstances may include, but are not limited to marriage, divorce, childbirth, death, inheritance, lawsuit, retirement, job loss and/or disability, among others. Where you engage us for one-time (non-ongoing) advisory consulting services, we will not conduct reviews of your account of any kind, except as may be subsequently requested by the client.

Generally, we recommend meeting with you at least annually to review and update the advice provided. Reviews and updates will be subject to negotiable fixed fee rates set forth at inception or subsequently agreed to by the client. Depending on the nature of the advisory consulting services requested, written updates may be provided in conjunction with our account reviews. If

you implement our advisory consulting advice you will receive trade confirmations and monthly or quarterly statements from the relevant custodians.

Item 15 Client Referrals and Other Compensation

We do not receive any compensation from any third party in connection with providing investment advice to you.

Please refer to *Item 12 - Brokerage Practices* in this firm brochure for disclosures on research and other benefits we may receive resulting from our relationship with TD Ameritrade Institutional and any other account custodian(s).

Item 16 Custody

As paying agent for our firm, your independent custodian will directly debit your account(s) for the payment of our advisory fees. The ability to directly debit our advisory fees from your accounts may cause our firm to exercise a limited form of custody in certain jurisdictions. We do not have

physical custody of any of your funds and/or securities. Your funds and securities will be held with a bank, broker-dealer, or other qualified custodian. You will receive account statements from the qualified custodian(s) holding your funds and securities at least quarterly. The account statements from your custodian(s) will indicate the amount of our advisory fees deducted from your account(s) each billing period. You should carefully review account statements for accuracy.

Item 17 Investment Discretion

Before we can buy or sell securities on your behalf, you must first sign our discretionary management agreement and the appropriate trading authorization forms.

You may grant our firm discretion over the selection and amount of securities to be purchased or sold for your account(s) without obtaining your consent or approval prior to each transaction. You may specify investment objectives, guidelines, and/or impose certain conditions or investment parameters for your account(s). For example, you may specify that the investment in any particular stock or industry should not exceed specified percentages of the value of the portfolio and/or restrictions or prohibitions of transactions in the securities of a specific industry or security. Please refer to *Item 4- Advisory Business* in this firm brochure for more information on our discretionary management services.

Item 18 Voting Client Securities

We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitations to vote proxies.

Item 19 Financial Information

Our firm does not have any financial condition or impairment that would prevent us from meeting our contractual commitments to you. We do not take physical custody of client funds or securities, or serve as trustee or signatory for client accounts, and, we do not require the prepayment of more than \$500 in fees six or more months in advance. Therefore, we are not required to include a financial statement with this firm brochure.

We have not filed a bankruptcy petition at any time in the past ten years

Item 20 Requirements for State-Registered Advisers

You may also refer to the Part(s) 2B for background information about our principal executive officers, management personnel and those giving advice on behalf of our firm.

Our firm is not actively engaged in any business other than giving investment advice that is not already disclosed above.

Neither our firm, nor any persons associated with our firm are compensated for advisory services with performance-based fees. Please refer to *Item 6 - Performance-Based Fees and Side-By-Side Management* in this firm brochure for additional information on this topic.

Neither our firm, nor any of our management persons have any reportable arbitration claims, civil, self-regulatory organization proceedings, or administrative proceedings.

Neither our firm, nor any of our management persons have a material relationship or arrangement with any issuer of securities.

Justin H.T. Castelli, CFP®

Born: 1982

Educational Background

- 2004- Bachelor of Arts, Economics, Franklin College

Business Experience

- 5/2015 - Present, RL Wealth Management, LLC DBA RLS Wealth Management, Founder, Financial Advisor, CCO
- 6/2013 - 5/2015, Goldstein Group Financial Advisors, Financial Advisor
- 10/2006 - 6/2013, VALIC, Financial Advisor
- 12/2005 - 10/2006, JP Morgan Chase, Personal Banker
- 12/2004 - 12/2005, WestPoint Financial Group, Financial Advisor

Professional Designations, Licensing, and Exams

CFP (Certified Financial Planner) ®: CFP® certificants must have a minimum of three years' workplace experience in financial planning and develop their theoretical and practical financial planning knowledge by completing a comprehensive course of study approved by CFP® Board. They must pass a comprehensive 2-day, 10-hour CFP® Certification Examination that tests their ability to apply financial planning knowledge in an integrated format. As a final step to certification, CFP® practitioners agree to abide by a strict code of professional conduct.

Other Business Activities

Here is a list of business activities that Mr. Castelli is involved in:

Name: PRST™

Nature of Business: Content, clothing, and coaching services

Title: Author and Owner

Start Date: 4/2022

Approximate Time Spent In This Role: 80 hours per month, 0 hours during securities trading hours

Name: All About Your Benjamins

Nature of Business: Financial blog and podcast or educational and entertainment purposes only

Title: Author and Owner

Start Date: 7/2005

Approximate Time Spent In This Role: 10 hours per month, 0 hours during securities trading hours

Name: The AGC™

Nature of Business: Private, online community for financial advisors dedicated to growing personally and professionally alongside their peers

Title: Co-Founder

Start Date: 8/2019

Approximate Time Spent In This Role: 10 hours per month, 0 hours during securities trading hours

Name: RLS Ventures

Nature of Business: Paid speaking and consulting with financial advisors on storytelling, brand development, and content marketing

Title: Founder, Speaker, Consultant

Start Date: 10/2019

Approximate Time Spent In This Role: 10 hours per month, 0 hours during securities trading hours

Item 21 Additional Information

Your Privacy

We view protecting your private information as a top priority. Pursuant to applicable privacy

requirements, we have instituted policies and procedures to ensure that we keep your personal information private and secure.

We do not disclose any nonpublic personal information about you to any non-affiliated third parties, except as permitted by law. In the course of servicing your account, we may share some information with our service providers, such as transfer agents, custodians, broker-dealers, accountants, consultants, and attorneys.

We restrict internal access to nonpublic personal information about you to employees, who need that information in order to provide products or services to you. We maintain physical and procedural safeguards that comply with regulatory standards to guard your nonpublic personal information and to ensure our integrity and confidentiality. We will not sell information about you or your accounts to anyone. We do not share your information unless it is required to process a transaction, at your request, or required by law.

You will receive a copy of our privacy notice prior to or at the time you sign an advisory agreement with our firm. Thereafter, we will deliver a copy of the current privacy policy notice to you on an annual basis. Contact our main office at the telephone number on the cover page of this firm brochure if you have any questions regarding this policy.

If you decide to close your account(s) we will adhere to our privacy policies, which may be amended from time to time.

If we make any substantive changes in our privacy policy that would further permit or require disclosures of your private information, we will provide written notice to you. Where the change is based on permitted disclosures, you will be given an opportunity to direct us as to whether such disclosure is acceptable. Where the change is based on required disclosures, you will only receive written notice of the change. You may not opt out of the required disclosures.

If you have questions about our privacy policies contact our main office at the telephone number on the cover page of this firm brochure and ask to speak to the Chief Compliance Officer.

Trade Errors

In the event a trading error occurs in your account, our policy is to restore your account to the position it should have been in had the trading error not occurred. Depending on the circumstances, corrective actions may include canceling the trade, adjusting an allocation, and/or reimbursing the account. If a trade error results in a profit, you will keep the profit.

For accounts custodied at TD Ameritrade, as of April 1, 2014, if a profit results from correcting the trade, you will not retain the profit as all net gains (positive error accounts balances resulting from trade corrections) will be moved to a TD Ameritrade error account and subsequently donated to

charity.

Class Action Lawsuits

We do not determine if securities held by you are the subject of a class action lawsuit or whether you are eligible to participate in class action settlements or litigation nor do we initiate or participate in litigation to recover damages on your behalf for injuries as a result of actions, misconduct, or negligence by issuers of securities held by you.