



## INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "Agreement"), dated as of date the digital acknowledgement is given by client, is by and between Proxy Wealth Advisors LLC (herein referred to as "Advisor"), and the Client name to be disclosed on the digital signature package (herein referred to as "Client"), to provide Client with investment advisory services via its brokerage account established at the Client's designated custodian as listed in Item 4 of this Agreement, herein referred to as the "Account." This Agreement becomes effective on the date in which the Advisor receives the signed Agreement. The terms and conditions of this Agreement are as follows:

**1. Advisor Authority and Responsibilities.** Advisor shall have the power and authority to supervise and direct on a discretionary basis the investments of and for the account of the Client, including the purchase and sale of any securities and instruments and any other transaction therein and, unless specifically directed otherwise in writing by the Client, the transactions in the Account shall be made in accordance with the investment goals discussed with the client and as they may be amended from time to time by the Client by notice to Advisor.

**2. Client Authority and Responsibilities.** The Client represents and confirms that the Client is authorized to enter into an Agreement with the Advisor and that such engagement, pursuant to this Agreement, does not violate any obligations by which the Client is bound. The Client agrees to deliver to Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other documents, including the written statement of the Client investment objectives, policies and restrictions, as Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client's financial condition, needs and investment objectives. The Client agrees that Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account and that no restrictions on disposition exist as to any such property.

The Client shall be responsible for all decisions concerning the voting of proxies for securities held in Client accounts. The Advisor cannot give any advice or take any action with respect to the voting of these proxies.

**3. Expenses and Fees.** For regulatory purposes, the Advisor's maximum fee for annual account management services is 2.00%. Based on the specific circumstances required to provide services Client, including the types of services, amount of assets to be managed and other factors, Client agrees to pay the Advisor, for compensation for its services under this Agreement, an annual management fee from 2.00% to 1.00%, depending on the total assets under management, payable monthly in arrears, based on the average daily balance of the fair market value of portfolio assets under management in the Account, calculated and charged at the beginning of the subsequent month. The management fees in the first month of the Agreement shall be prorated from the inception date to the end of the month. The management fee may be adjusted to account for significant contributions or withdrawals made to the account during the period.

Client agrees to the annual management fee of:

<b>Assets Under Management</b>				<b>Annual Fee</b>
from	0	to	25,000	2.00%
from	25,000.01	to	50,000	1.95%
from	50,000.01	to	75,000	1.90%
from	75,000.01	to	100,000	1.85%
from	100,000.01	to	150,000	1.80%
from	150,000.01	to	200,000	1.75%
from	200,000.01	to	250,000	1.70%
from	250,000.01	to	300,000	1.65%
from	300,000.01	to	350,000	1.60%
from	350,000.01	to	400,000	1.55%
from	400,000.01	to	450,000	1.50%
from	450,000.01	to	500,000	1.45%
from	500,000.01	to	600,000	1.40%
from	600,000.01	to	700,000	1.38%
from	700,000.01	to	800,000	1.35%
from	800,000.01	to	900,000	1.33%
from	900,000.01	to	1,000,000	1.30%
from	1,000,000.01	to	1,100,000	1.28%
from	1,100,000.01	to	1,200,000	1.25%
from	1,200,000.01	to	1,300,000	1.23%
from	1,300,000.01	to	1,400,000	1.20%
from	1,400,000.01	to	1,500,000	1.18%
from	1,500,000.01	to	1,600,000	1.15%
from	1,600,000.01	to	1,700,000	1.13%
from	1,700,000.01	to	1,800,000	1.10%
from	1,800,000.01	to	1,900,000	1.08%
from	1,900,000.01	to	2,000,000	1.05%
from	2,000,000.01	to	and above	1.00%

Ongoing advisory fees will be directly deducted from the Client Account by the custodian. Client

hereby authorizes the Advisor to be paid directly from their account held by the custodian. The custodian customarily makes statements available to the client at on a monthly basis and the Advisor will send a quarterly invoice to the client specifying the fee calculation and the amount withdrawn from the client account.

Expenses related to the ordinary servicing of the Account, including, custody fees, security transaction fees, and/or platform fees shall be paid by the Client. Other non-ordinary fees or fees incurred at the direction of the Client shall be paid by the Client. Operating fees of selected mutual funds and other investment products are deducted from the net asset value of those investments as defined in the prospectus for each product, and therefore are indirectly paid by the Client.

Clients using TradeProxy, powered by iFlip portfolios, run and operated by artificial intelligence, a proprietary technology available to Proxy clients. Proxy Wealth Advisors LLC is not affiliated with Flip Investor LLC.

The Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds in which the Client is invested.

The Advisor may modify the terms in this Section prospectively on at least 30 days prior written notice.

**4. Custody and Brokerage Transactions.** The Client has appointed APEX CLEARING ("Broker") to take and have possession of the assets of the Account. Advisor shall not maintain possession of nor have custodial responsibility for such assets.

Per the instruction of the Client, the Advisor will direct and place all orders for the execution of transactions with or through Broker, under the Client's independent, exclusive agreement with Broker. The Client shall be responsible for such brokerage expense as billed directly by Broker. The Client acknowledges that directing the brokerage activities solely to Broker may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

The terms of the custody/brokerage account, which contains the assets to which this Agreement pertains, shall be determined solely by and between the Client and Broker. Advisor shall not be liable to the Client for any act, conduct or omission by Broker acting as broker or custodian. Advisor shall not be responsible for ensuring Broker's compliance with the terms of the brokerage account and payment of brokerage or custodian charges and fees. Client acknowledges that Broker will provide duplicate confirms and/or electronic access to Advisor for all trades in brokerage account. Advisor is authorized and empowered to issue instructions to Broker and to request information about the brokerage account from Broker.

**5. Aggregation.** Based on the account ownership structure and independent agreements between the Client and Broker, Advisor may or may not aggregate security trades with other accounts managed by the Advisor.

Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments of the same issuer or counterpart for other clients of Advisor or with affiliates of Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price so obtained.

**6. Confirmation of Trades.** The Client and Advisor will direct those confirmations of any transactions effected for the Account will be sent, in conformity with applicable law, to the Client with a copy to

Advisor.

**7. Liability.** The Federal and State securities laws impose liabilities under certain circumstances even on persons who act in good faith. Therefore, this agreement does not constitute a waiver of any Client's legal rights under common law or Federal and State securities laws.

**8. Conflicts of Interest.** The Client agrees that the Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Advisor, its officers, directors or employees or any of the Advisor's affiliates, may have substantial economic interest, until the Advisor is able to fully disclose any conflicts of interest to the Client.

**9. Non-Exclusive Advisory Services.** It is understood that Advisor performs investment advisory services for various clients. The Client agrees that Advisor may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the Account. However, in practice, the Advisor, to the extent practical, will endeavor to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall limit or restrict Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that Advisor, its directors, officers, affiliates and employees, and other clients of Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account. Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Account any security or other asset which Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of Advisor.

**10. Reliance of Information.** The Client understands that Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

**11. Termination and Cancellation.** Neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior consent of the other party. This Agreement may be terminated, at any time, by either party, by written notice to the other party. Such termination shall be effective thirty (30) days after receipt of such notice in writing. Clients will be responsible for the prorated fees based on the number of days in the month, up to and including the date of termination.

**12. Governing Law Disputes.** To the extent Federal law does not apply to this Agreement, This Agreement shall be governed and construed according to the laws of the State of the Client's domicile.

**13. Disclosure.** Advisor represents it is registered as an investment adviser or exempt from such registration with the necessary state securities commission(s) in accordance with applicable state law(s). Client acknowledges receipt of the Advisor's disclosure brochure containing all necessary information regarding the Advisor's services and fees, as applicable and governed by law. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or otherwise signified their acceptance, any other provisions of the contract notwithstanding.

**14. Privacy.** Client has received and reviewed a copy of the Advisor's Privacy Policy. Except as otherwise agreed in writing or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, or investments; provided, however, that Client authorizes Advisor to contact Client's accountants, attorneys and other consultants as deemed necessary by Advisor.

**15. Notices.** All notices required or permitted to be sent under this Agreement shall be sent to the Advisor's Compliance Officer at [compliance@proxyfinancial.com](mailto:compliance@proxyfinancial.com). Or if to the Client at an address provided, or such other name or address as may be given in writing to the other party. All notices hereunder shall be sufficient if delivered by facsimile, overnight mail or by hand. Any notice shall be deemed to be given only upon actual receipt.

**16. Electronic Delivery.** The Client agrees to the delivery by email or other electronic communication methods acceptable and agreed to by Client, of all notices and documents required to be delivered by Advisor under this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has hereunto signed this Agreement as of the date first above written.

Signatures and acknowledgements provided on the digital signature packet, verified by Client's email and documentation linking Client's NPI to said Client personally and undeniably.



## PROMOTOR AGREEMENT

### Pursuant to Rule 206(4)-1(b)(2)(ii) of the Investment Advisers Act of 1940

This PROMOTER AGREEMENT ("Agreement") is entered into between iFlip Investor Inc ("Promoter") and Proxy Wealth Advisors LLC, a Delaware limited liability company (the "Advisor"), an SEC registered Investment Advisor under the Investment Advisers Act of 1940 as amended (the "Act").

#### RECITALS

**WHEREAS**, the Advisor is a registered entity engaged in the business of providing investment advisory services in accordance with federal and state securities laws; and

**WHEREAS**, the Promoter is engaged in the business of marketing and solicitation of prospective clients for investment advisors and has represented compliance with all applicable laws and regulations governing such activities;

**WHEREAS**, the Advisor desires to engage the Promoter to introduce potential clients to the Advisor in compliance with Rule 206(4)-1(b)(2)(ii) of the Investment Advisers Act of 1940, and other applicable regulations; and

**WHEREAS**, the Promoter desires to accept such engagement, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

#### AGREEMENT

##### 1. Engagement and Services

**1.1 Scope of Services:** The Promoter shall introduce potential clients to the Advisor. Such services shall be conducted in a manner consistent with the description set forth in Exhibit A attached hereto and made part hereof.

This document contains confidential and proprietary information. By accessing the privacy policy, you agree to abide by the terms and conditions set forth herein.

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**1.2 No Advisory Services:** The Promoter is strictly prohibited from providing any form of investment advice or managing client assets under this Agreement.

**1.3. General Duties:** Promoter will carry out their duties with professionalism and adherence to the highest industry standards, complying with all applicable federal, state, and local laws.

## **2. Compensation**

**.1 Fee Structure:** The Promoter shall be compensated as follows:

0.30 % of the Asset Management advisory fees paid by clients successfully introduced and retained by the Advisor, payable quarterly.

**2.2 Payment Terms:** Payments to the Promoter are contingent upon the Promoter providing the Advisor with a signed "Promoter's Disclosure Statement" by the client, or the Advisor during its customary signature process, confirming the introduction and outlining the terms of compensation.

**2.3 No Payment Obligation:** The Advisor shall have no obligation to pay any fee with respect to any client referral where the Promoter is not properly registered as required by applicable state law. This provision is intended to ensure full compliance with all regulatory requirements and protect both parties from potential legal or regulatory penalties.

**2.4 Recurring Payment Termination.** In the event that Promoter fails to refer to Advisor less than one new client within a 12-month period, Advisor shall have the right to terminate any recurring payments payable to the Promoter pursuant to Section 2 of this Agreement.

## **3. Legal Compliance and Promoter Conduct.**

**3.1 Compliance with Laws:** The Promoter agrees to perform all services under this Agreement in strict compliance with all applicable federal, state, and local laws, regulations, and ordinances.

**3.2 Marketing Rule Compliance:** The Promoter shall adhere to all aspects of the SEC's new Marketing Rule, ensuring that all promotional activities and communications are truthful, non-misleading, and include all required disclosures.



**3.3 SEC Rule Compliance:** It is understood that SEC Rule 206(4)-1 of the Investment Advisers Act of 1940, which governs direct or indirect payments to promoters for testimonials or endorsements, is a Federal Rule. Compliance with this rule is mandatory for all activities under this Agreement.

**3.4. State Variations.** The parties acknowledge that state requirements may differ concerning payments to promoters for testimonials or endorsements. Some states have no prohibitions with respect to such payments, while others may require the Promoter to register as an Investment Advisor Representative in that state.

#### **4. Independent Contractor**

**4.1 Nature of Relationship:** This Agreement does not establish an employer-employee relationship between Advisor and Promoter, nor does it create a partnership, joint venture, or any other fiduciary relationship.

**4.2 Authority:** The Promoter is not authorized to bind the Advisor in any contractual matters or assume any liabilities on behalf of the Advisor.

**4.3 Compliance with Employment Laws:** The parties affirm that the Promoter's engagement complies with the criteria set forth in California Assembly Bill 5 (AB5) by satisfying the "ABC" test as follows: (a) Promoter is free from the control and direction of the Advisor in the performance of their work, both contractually and in fact; (b) Promoter performs work that is outside the usual course of the Advisor's business activities; and (c) Promoter is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for Advisor.

**4.4 Liability for Acts and Omissions:** Promoter is solely responsible for any legal liabilities or consequences arising from their acts, errors, or omissions in the performance of their services under this Agreement.

#### **5. Disqualifying Events and Representations**

**5.1 Disqualifying Events:** The Promoter warrants that they are not subject to any disqualifying events as defined under the SEC's rules, including but not limited to criminal convictions, regulatory sanctions, or other actions that would render them ineligible to perform under this Agreement.



**5.2 Ongoing Obligation:** The Promoter shall immediately notify the Advisor of any potential or actual disqualifying events that may affect their eligibility to continue under this Agreement.

## **6. Term and Termination**

**6.1 Effective Period:** This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party upon thirty (30) days written notice to the other party.

**6.2 Termination for Cause:** Notwithstanding the above, this Agreement may be terminated immediately upon notice by the Advisor if the Promoter breaches any provisions of this Agreement or engages in conduct detrimental to the interests of the Advisor, or for cause termination. Cause shall include, but not be limited to, fraud, theft, violations of this agreement, violations of applicable laws, rules and regulations, and/or any other unprofessional conduct that adversely reflects on Investment Adviser. No compensation shall be due to Solicitor in the event of termination for Cause.

## **7. Confidential Information**

**7.1 Confidentiality Obligations:** The Promoter agrees to maintain the confidentiality of all proprietary information, client data, business secrets, and any other confidential information disclosed by the Advisor or acquired by the Promoter in connection with the performance of their duties under this Agreement. This obligation includes, but is not limited to, trade secrets, business plans, operational methods, marketing strategies, pricing schedules, client lists, and other non-public information, regardless of whether such information is designated as “confidential” at the time of disclosure. The Promoter shall not disclose any confidential information to any third party without the prior written consent of the Advisor and shall prevent any unauthorized use, dissemination, or publication of such information during and after the term of this Agreement. This confidentiality obligation shall survive the termination or expiration of this Agreement and the Promoter agrees to return all confidential materials in their possession to the Advisor upon termination. Furthermore, the Promoter shall use such confidential information solely for the purpose of performing the services specified in this Agreement and not for their own or any third party's benefit.

## **8. General Provisions**



**8.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**8.2 Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, proposals, representations, and communications.

**8.3 Assignment.** This Agreement shall not be binding upon the Company until executed by the Company. Nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever, under or by reason of this Agreement.

**8.4 Arbitration and Dispute Resolution.** The Parties agree that any controversy arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of or relating in any way to this Agreement termination of the same, including, without limiting the generality of the foregoing, any alleged violation of statute, common law or public policy, including, but not limited to, any state or federal statutory claims, shall be submitted to binding arbitration in Contra Costa County, California, before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., Walnut Creek, California, or its successor ("JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association; provided, however, that provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. The Arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. Final resolution of any dispute through arbitration shall include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes, including the award of attorney's fees where required or permitted by law. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever



arising out of or in any way connected with this Agreement or the provision of services under this Agreement.

**8.5 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Executed faxed copies or PDF copies transmitted via email will be effective and enforceable.

**8.6 Headings.** Headings in this Agreement are inserted for reference and convenience only and are not a part of this Agreement.

**8.7. Severability.** If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force.

**Form ADV Part 2A - Brochure**

**Item 1 Cover Page**

Proxy Wealth Advisors LLC  
19505 Biscayne Blvd., Suite 2350  
Aventura FL 33180  
CRD# 298080

[www.proxyfinancial.com](http://www.proxyfinancial.com)

November 11, 2024

**This brochure provides information about the qualifications and business practices of Proxy Wealth Advisors LLC. If you have any questions about the contents of this brochure, please contact us at 646-289-5075. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority. Registration as a registered investment advisor does not imply a certain level of skill or training.**

**Additional information about Proxy Wealth Advisors LLC also is available on the SEC’s website at <http://www.adviserinfo.sec.gov>.**

## **Item 2 Material Changes**

August 14, 2024 – Items 10 and 13 were amended to identify a new Chief Compliance Officer.

September 23, 2024 – Item 4 was amended to add non-discretionary services to retirement plans. Item 5 was amended to disclose additional fees charged in certain circumstances for the use of an investment platform.

November 11, 2024 – Item 5 was amended to discuss varying billing cycles and fee calculations.

The material changes discussed above are only those changes that have been made to this brochure since the firm's last annual update of the brochure. The date of the last annual update of the brochure was March 19, 2024.

**Item 3 Table of Contents**

Brochure

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## **Item 4 Advisory Business**

Proxy Wealth Advisors LLC is a registered investment advisor firm registered with the SEC since July 2023 and previously with state securities regulators since September 2018.

The principal owner of Proxy Wealth Advisors LLC is Proxy Financial Corp, which is half owned by each of Christopher Davidson and Bryan Caulkins.

### Advisory Services

Proxy Wealth Advisors LLC (“Proxy Wealth” or “Advisor”) principal service is providing fee-based investment advisory services and financial planning services. The Advisor practices custom management of portfolios, on a discretionary basis, according to the client’s objectives. The Advisor’s primary approach is to use a tactical allocation strategy aimed at reducing risk and increasing performance. The Advisor may use any of the following: exchange listed securities, foreign securities, warrants, corporate debt securities, CDs, variable life insurance, variable annuities, municipal securities, mutual funds, United States government securities, options on securities, and futures contracts on tangibles to accomplish this objective. The Advisor measures and selects mutual funds by using various criteria, such as the fund manager’s tenure, and/or overall career performance. The Advisor may recommend, on occasion, redistributing investment allocations to diversify the portfolio in an effort to reduce risk and increase performance. The Advisor may recommend specific stocks to increase sector weighting and/or dividend potential. The Advisor may recommend employing cash positions as a possible hedge against market movement which may adversely affect the portfolio. The Advisor may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position(s) in the portfolio, change in risk tolerance of client, or any risk deemed unacceptable for the client’s risk tolerance.

### Advisory Services to Retirement Plans

Proxy Wealth will offer non-discretionary (ERISA Section 3(21)) pension consulting services to Qualified Plans where the trustee and the investment committee are responsible for implementation of recommendations.

Proxy Wealth may offer other pension consulting services that include but are not limited to educational seminars, plan surveys, evaluations of vendor's services or special projects on behalf of the plan sponsor.

### Qualified Retirement Plan Consulting Services

As part of an Advisory Agreement, Proxy Wealth may provide services as follows for qualified retirement plans:

### Fiduciary Services

The Advisor will perform the following Fiduciary Services:

- (i) Provide non-discretionary investment advice to the Client about asset classes and investment alternatives available for the Plan in accordance with the Plan’s investment

policies and objectives. Client shall have the final decision-making authority regarding the initial selection, retention, removal and addition of investment options.

- (ii) Assist the Client with the selection of a broad range of investment options consistent with ERISA section 404(c) and the regulations thereunder.
- (iii) 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 investment policy statement.
- (iv) 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 or remove and replace investment options.
- (v) Meet with Client on a periodic basis to discuss the reports and the investment recommendations.
- (vi) Provide non-discretionary investment advice to the Plan Sponsor with respect to the selection of a qualified default investment alternative (“QDIA”) for participants who are automatically enrolled in the Plan or who otherwise fail to make an investment election. The Client retains the sole responsibility to provide all notices to participants required under ERISA section 404(c)(5).

#### Non-Fiduciary Services

The Advisor will perform the following Non-Fiduciary services:

- (i) Assist in the group enrollment meetings designed to increase retirement plan participation among employees and investment and financial understanding by the employees.
- (ii) Assist in the education of the participants in the Plan about general investment principles and the investment alternatives available under the Plan. Client understands that Advisor’s assistance in participant investment education shall be consistent with and within the scope of section (d) (i.e., the definition of investment education) of Department of Labor Interpretive Bulletin 96-1. As such, the Advisor is not providing fiduciary advice (as defined in ERISA) to the participants. Advisor 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.

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

The Advisor's roles and actions in fulfilling all responsibilities pertaining to the qualified plan consulting services shall not include those of the Plan's Trustee and will be performed solely at the direction of the Plan Sponsor, its authorized officers, employees and/or agents. At no time will

the Advisor accept, maintain possession of, or have custodial responsibility for the Plan's assets. The Advisor will not conduct or effect the purchase or sale of any assets of the Plan on behalf of the Plan Sponsor or Plan Participants. The Advisor will not advise, in any manner, any Participant, person or entity related to the Plan other than the Plan Sponsor, except where the Participant is an advisory client of Proxy Wealth under a separate advisory agreement. Communicational and educational activities in which the Advisor engages related to Participants in the Plan shall be solely at the direction of the Plan Sponsor and shall not be represented by the Advisor or Plan Sponsor as investment, tax or legal advice. The Advisor is not licensed to provide, shall not provide, nor be construed to provide, the services of an attorney or accountant.

### Financial Planning

In addition to investment supervisory services, Proxy Wealth may provide Financial Planning Services to some of its clients. As each client's needs are different, the amount and type of Financial Planning Services will vary client to client. At a base level, the services may include purely recommendations for asset allocation and portfolio customization based on factors such as the client's investment objectives, goals, risk tolerance and financial situation. More complex Financial Planning Services may also include recommendations relating to investment strategies, cash flow and budgeting plans, tax planning, wealth transfer strategies, family business and generational wealth transfer strategies and other advice addressing the needs of the client. As noted in Item 5 below, financial planning clients will have the option to pay for these services on an hourly basis for one-time services or occasional updates, or on a fixed fee basis that will be determined based on the estimated relative level of effort for financial planning assistance and updates.

Proxy Wealth will tailor its advisory services to its client's individual needs based on meetings and conversations with the client. If clients wish to impose certain restrictions on investing in certain securities or types of securities, the Advisor will address those restrictions with the client to have a clear understanding of the client's requirements.

Proxy Wealth does provide portfolio management services to wrap fee programs. Proxy Wealth manages both the wrap fee accounts and other accounts, not within the wrap fee program, with the same investment strategy. Proxy Wealth receives wrap fees for its portfolio management services as described in Item 5 (below).

As of December 31, 2023, Proxy Wealth had \$58,905,000 in discretionary and \$73,895,000 in non-discretionary client assets under management.

## **Item 5 Fees and Compensation**

### Asset Management Fees

Pursuant to an Investment Advisory contract signed by each client, the client will pay Proxy Wealth an annual management fee of up to 2%. The fee will be calculated either quarterly or monthly in arrears, and based on either the average daily balance or the quarter end market value of the account, depending on the custodian, or services utilized to manage the account. New account fees are prorated from the inception of the account to the end of the first quarter.

Management fees will vary depending on the type and complexity of the investment management strategy employed as well as the size of the account or overall client relationship, and whether or not the fee is a wrap fee as explained below. These fees are negotiated by Proxy Wealth at its sole discretion. The client will give written authorization permitting the Advisor to be paid directly from their account held by the custodian. The custodian will send a statement at least quarterly to the client. In cases where it is not practical to directly deduct fees from client accounts, client will be sent an invoice on a quarterly basis for any outstanding advisory fees due.

#### Hourly Fee

Some clients will contract to have financial planning advice provided based on an hourly fee. The Advisors hourly fee will be billed at a rate of \$250 per hour but may be negotiated in advance. Hourly fee-based clients are billed on a quarterly basis in arrears.

#### Fixed Fees

For personal financial planning for individuals, Proxy Wealth will charge a one-time fixed fee of up to \$5,000, in advance, for comprehensive financial planning services, the fee will depend on the complexity of the case. In the event that the financial planning client chooses Proxy Wealth to manage their portfolio, the fee will be applied against the negotiated annual management fee. For financial planning services for businesses, Proxy Wealth charges an initial plan preparation and consulting fee of up to \$10,000 in advance, and up to \$7,500 for annual updates, paid in advance. Proxy Wealth also works with foreign individuals providing advice and assistance with both immigration and financial planning issues and will charge a fixed fee of up to \$50,000 for those services, depending on the complexity of the specific circumstances. The fees are negotiable and vary depending on the scope and complexity of the financial planning advice and project deliverables required. All plans and consulting assignments will be delivered in six months or less from the beginning of the agreement.

For each of the Advisor's services described above, the Client may terminate these services within five business days of the effective date of an Agreement signed with the Advisor without any payment of the Advisor's fee.

#### Other Fees

Where appropriate, Proxy Wealth will utilize the investment management software platform iFlip to assist in the management of client accounts. In those cases, Proxy Wealth adds the 0.30% annual platform fee to its asset-based management fee, and Proxy Wealth pays the fee to iFlip.

Clients may request to terminate their advisory contract with Proxy Wealth, in whole or in part, by providing advance written notice. Upon termination, fees earned by the Advisor but not billed will be prorated to the date of termination and charged to the client. Client's advisory agreement with the Advisor is non-assignable without client's written approval.

All fees paid to Proxy Wealth for investment advisory services are separate and distinct from the expenses charged by mutual funds to their shareholders and the product sponsor in the case of variable insurance products. These fees and expenses are described in each fund's or variable product's prospectus. These fees will generally include a management fee and other fund expenses. For additional information on Proxy Wealth's brokerage practices, please see Item 12.

At no time will Proxy Wealth accept or maintain custody of a client's funds or securities except for authorized fee deduction. The Advisor treats the custodial and securities execution fees charged by the custodian and executing broker-dealer in one of two ways. Either the client is responsible for all costs and will pay them directly out of the account, or the Advisor's Management Fee will include all such costs and they will be paid by the Advisor. Therefore, in the former method, the client will pay the Management Fee solely for advisory services, and will also directly pay any transaction costs assessed by the executing broker-dealer or custodian, such as commissions and transaction fees. The latter method is typically characterized as a "wrap fee", where the Management Fee includes the investment advisory services as well as all transaction costs and the client pays only that Management Fee and no other transaction-based costs concerning the trading and maintaining of the account. There may be other costs (such as wire transfer fees, medallion signature guaranty fees, etc.) that will be charged by the broker-dealer or custodian outside of the wrap fee. Generally, clients in the wrap fee accounts, with the transaction and custody costs included, will pay a higher Management Fee than those where those costs are not included in the fee. The specific arrangement for each client will be negotiated and defined in the investment advisory contract signed by each client.

Proxy Wealth's fixed financial planning fee is payable in advance. Upon termination, any fees paid in advance will be prorated to the date of termination and any unearned fees will be refunded to client.

Where acting in the capacity of an insurance agent, investment advisory representatives of Proxy Wealth may as agent effect securities transactions for typical and customary compensation. Clients are not obligated to use investment advisory representatives of Proxy Wealth to execute such securities transactions.

This practice presents a conflict of interest by creating an incentive to recommend investment products based on the compensation received, rather than on a client's needs. Proxy Wealth and its Investment Advisor Representatives are fiduciaries by law and must only make recommendations that are in the best interest of clients. In addition, the firm maintains a Code of Ethics to which the Investment Advisor Representatives must adhere that includes the requirement to act as a fiduciary. Clients will be provided with complete information about all commissions and fees associated with such transaction recommendations, and any securities purchased on a transaction basis will not be subject to the Proxy Wealth investment management fee.

A client may be able to invest in products recommended by the firm directly, without the services of Proxy Wealth. In that case, the client would not receive the services provided by Proxy Wealth which are designed, among other things, to assist the client in determining which products or services are most appropriate to each client's financial condition and objectives.

Insurance commissions do not provide the majority of compensation to Proxy Wealth.

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

Proxy Wealth does not charge performance-based fees.

## **Item 7 Types of Clients**

The Advisor will offer its services to individuals, pension and profit sharing plans, trusts, estates, charitable organizations, corporations and other business entities.

The Advisor does not have any minimum requirements for opening or maintaining an account.

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

The Advisor may utilize fundamental, technical or cyclical analysis techniques in formulating investment advice or managing assets for clients.

Fundamental analysis of businesses involves analyzing its financial statements and health, its management and competitive advantages and its competitors and markets. Fundamental analysis is performed on historical and present data but with the goal of making financial forecasts. There are several possible objectives; to conduct a company stock valuation and predict its probable price evolution; to make a projection on its business performance; to evaluate its management and make internal business decisions and to calculate its credit risk.

Technical analysis is a method of evaluating securities by relying on the assumption that market data, such as charts of price, volume and open interest can help predict future (usually short-term) market trends. Technical analysis assumes that market psychology influences trading in a way that enables predicting when a stock will rise or fall.

Cyclical analysis of economic cycles is used to determine how these cycles affect the returns of an investment, an asset class or an individual company's profits. Cyclical risks exist because the broad economy has been shown to move in cycles, from periods of peak performance followed by a downturn, then a trough of low activity. Between the peak and trough of a business or other economic cycle, investments may fall in value to reflect the uncertainty surrounding future returns as compared with the recent past.

The investment strategies the Advisor will implement may include long-term purchases of securities held at least for one year, short-term purchases for securities sold within a year, short sales, margin transactions, and option writing, including covered options, uncovered options or spreading strategies.

Clients need to be aware that investing in securities involves risk of loss that clients need to be prepared to bear.

The methods of analysis and investment strategies followed by the Advisor are utilized across all of the Advisors clients, as applicable. One method of analysis or investment strategy is not more significant than the other as the Advisor is considering the client's portfolio, risk tolerance, time horizon and individual goals. However, the client should be aware that with any trading that occurs in the client account, the client will incur transaction and administrative costs.

Investing includes the risk that the value of an investment can be negatively affected by factors specifically related to the investment (e.g., capability of management, competition, new inventions by other companies, lawsuits against the company, labor issues, patent expiration, etc.), or to factors related to investing and the markets in general (e.g., the economy, wars, civil unrest or terrorism around the world, concern about oil prices or unemployment, etc.).

Risks of fundamental analysis may include risks that market actions, natural disasters, government actions, world political events or other events not directly related to the price or valuation of a specific company's fundamental analysis can adversely impact the stock price of a company causing a portfolio containing that security to lose value. Risks may also include that the historical data and projections on which the fundamental analysis is performed may not continue to be relevant to the operations of a company going forward, or that management changes or the business direction of management of the company may not permit the company to continue to produce metrics that are consistent with the prior company data utilized in the fundamental analysis, which may negatively affect the Advisor's estimate of the valuation of the company.

In cyclical analysis, economic or business cycles may not be predictable and may have many fluctuations between long-term expansions and contractions. Also, the lengths of the economic cycles may be difficult to predict with accuracy. Therefore, the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

The primary risks in technical analysis are that the factors used to analyze the price, trends and volatility of a security may not be replicated, or the outcomes of such analysis will not be the same as in past periods where similar combinations existed. Because of the reliance on trends, technical analysis can signal buying at market peaks and selling at market troughs.

All investments involve some degree of risk. In finance, risk refers to the degree of uncertainty and/or potential financial loss inherent in an investment decision. In general, as investment risks rise, investors seek higher returns to compensate themselves for taking such risks.

Every saving and investment product have different risks and returns. Differences include how readily investors can get their money when they need it, how fast their money will grow, and how safe their money will be. The primary risks faced by investors include:

#### Business Risk

With a stock, you are purchasing a piece of ownership in a company. With a bond, you are loaning money to a company. Returns from both of these investments require that the company stays in business. If a company goes bankrupt and its assets are liquidated, common stockholders are the last in line to share in the proceeds. If there are assets, the company's bondholders will be paid first, then holders of preferred stock. If you are a common stockholder, you get whatever is left, which may be nothing.

The business risk in purchasing an annuity is that the financial strength of the insurance company issuing the annuity may decline and not be able to pay out the annuity obligation.

### Volatility Risk

Even when companies aren't in danger of failing, their stock price may fluctuate up or down. Large company stocks as a group, for example, have lost money on average about one out of every three years. A stock's price can be affected by factors inside the company, such as a faulty product, or by events the company has no control over, such as political or market events.

### Inflation Risk

Inflation is a general upward movement of prices. Inflation reduces purchasing power, which is a risk for investors receiving a fixed rate of interest. The principal concern for individuals investing in cash equivalents is that inflation will erode returns.

### Interest Rate Risk

Interest rate changes can affect a bond's value. If bonds are held to maturity the investor will receive the face value, plus interest. If sold before maturity, the bond may be worth more or less than the face value. Rising interest rates will make newly issued bonds more appealing to investors because the newer bonds will have a higher rate of interest than older ones. To sell an older bond with a lower interest rate, you might have to sell it at a discount.

### Liquidity Risk

This refers to the risk that investors won't find a market for their securities, potentially preventing them from buying or selling when they want. This can be the case with the more complicated investment products. It may also be the case with products that charge a penalty for early withdrawal or liquidation such as a certificate of deposit (CD).

The Advisor does not primarily recommend a particular type of security. However, clients are advised that many unexpected broad environmental factors can negatively impact the value of portfolio securities causing the loss of some or all of the investment, including changes in interest rates, political events, natural disasters, and acts of war or terrorism. Further, factors relevant to specific securities may have negative effects on their value, such as competition or government regulation. Also, the factors for which the company was selected for inclusion in a client portfolio may change, for example, due to changes in management, new product introductions, or lawsuits.

## **Item 9 Disciplinary Information**

Neither Proxy Wealth nor its management persons have had any legal or disciplinary events, currently or in the past.

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

Neither Proxy Wealth nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither Proxy Wealth nor any of its management persons are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

Proxy Wealth does not currently have any relationships or arrangements that are material to its advisory business or clients with either a broker-dealer, municipal securities dealer, or government securities dealer or broker, 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), futures commission merchant, commodity pool operator, or commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, pension consultant, real estate broker or dealer or sponsor of syndicator of limited partnerships.

Proxy Wealth is owned by Proxy Financial Corp which also owns two other investment advisors, Proxy Freedom LLC (CRD# 324749), and Proxy International LLC (CRD# 325499). Each of the affiliated entities were formed to serve different client audiences. Clients of Proxy Wealth will not be clients of the affiliated advisors. A. Wayne Potter, CCO and Investment Advisor Representative of Proxy Wealth is also the CCO of Proxy International and spends approximately half of his time on that activity.

Supervised persons of Proxy Wealth are also licensed and registered as insurance agents to sell life, accident and other lines of insurance for various insurance companies. Therefore, they will be able to purchase insurance products for any client in need of such services and will receive separate, yet typical compensation in the form of commissions for the purchase of insurance products. This creates a conflict of interest because of the receipt of additional compensation by the firm and its supervised persons. Clients are not obligated to use Proxy Wealth or its personnel for insurance products services. However, in such instances, there is no advisory fee associated with these insurance products.

Proxy Wealth does not recommend or select other investment advisers for clients.

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

Proxy Wealth is registered with the SEC and maintains a Code of Ethics pursuant to SEC Rule 204A-1 that sets forth the basic policies of ethical conduct for all managers, officers, and employees of the adviser. In addition, the Code of Ethics governs personal trading by each employee of Proxy Wealth deemed to be an Access Person and is intended to ensure that securities transactions effected by Access Persons of Proxy Wealth are conducted in a manner that avoids any conflict of interest between such persons and clients of the adviser or its affiliates. Proxy Wealth collects and maintains records of securities holdings and securities transactions effected by Access Persons. These records are reviewed to identify and resolve conflicts of interest.

Proxy Wealth does not recommend to clients, or buy or sell for client accounts, securities in which the firm or a related person has a material financial interest.

Proxy Wealth and/or its investment advisor representatives may from time to time purchase or sell products that they may recommend to clients. This practice creates conflicts of interest in that personnel of Proxy Wealth can take advantage of the advance knowledge of firm securities trading and trade their personal accounts ahead of the client trades or recommend trades in client accounts

that may affect the price of the securities owned by the Investment Advisor Representatives. To mitigate these conflicts, Proxy Wealth has adopted a Code of Ethics as noted above. Proxy Wealth's Code of Ethics is available upon request. Finally, supervised persons of registered investment advisors are fiduciaries by law and are required to put the client's interest before those of the firm and themselves.

Proxy Wealth requires that its investment advisor representatives follow its basic policies and ethical standards as set forth in its Code of Ethics.

Investment Advisor Representatives of Proxy Wealth may trade for their own accounts securities that are being traded for client accounts at or about the same time. To mitigate the conflict of interest in such circumstances, Proxy Wealth's policy is to require the trading of all relevant client accounts prior to the trading of their own accounts. The Chief Compliance Officer examines personal trading activities of Proxy Wealth's personnel to verify compliance with this policy.

### **Item 12 Brokerage Practices**

If requested by the client, Proxy Wealth may suggest brokers or dealers to be used based on execution and custodial services offered, cost, quality of service and industry reputation. Proxy Wealth will consider factors such as commission price, speed and quality of execution, client management tools, and convenience of access for both the Advisor and client in making its suggestion.

Proxy Wealth does not receive client referrals from any broker-dealer or third party as a result of the firm selecting or recommending that broker-dealer to clients.

Proxy Wealth may recommend/require that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc., or Interactive Brokers LLC, registered broker-dealers and members of SIPC, (together, "the Custodians") to maintain custody of clients' assets and to effect trades for their accounts. The final decision to custody assets with the Custodians is at the discretion of the Advisor's clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. Proxy Wealth is independently owned and operated and not affiliated with the Custodians. The Custodians provide Proxy Wealth with access to its institutional trading and custody services, which are typically not available to the Custodians' retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. The Custodians' services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

The Custodians also make available to Proxy Wealth other products and services that benefit Proxy Wealth but may not benefit its clients' accounts. These benefits may include national, regional or Proxy Wealth specific educational events organized and/or sponsored by the Custodians. Other potential benefits may include occasional business entertainment of personnel of Proxy Wealth by

the Custodians' personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Proxy Wealth in managing and administering clients' accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of Proxy Wealth's fees from its clients' accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Proxy Wealth's accounts, including accounts not maintained at the Custodians. The Custodians also make available to Proxy Wealth other services intended to help Proxy Wealth manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, the Custodians may make available, arrange and/or pay vendors for these types of services rendered to Proxy Wealth by independent third parties. The Custodians may discount or waive fees they would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Proxy Wealth. While, as a fiduciary, Proxy Wealth endeavors to act in its clients' best interests, Proxy Wealth's recommendation/requirement that clients maintain their assets in accounts at the Custodians may be based in part on the benefit to Proxy Wealth of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by the Custodians, which may create a potential conflict of interest.

As an investment advisory firm, Proxy Wealth has a fiduciary duty to seek best execution for client transactions. While best execution is difficult to define and challenging to measure, there is some consensus that it does not solely mean the achievement of the best price on a given transaction. Rather, it appears to be a collective consideration of factors concerning the trade in question. Such factors include the security being traded, the price of the trade, the speed of the execution, apparent conditions in the market, and the specific needs of the client. Proxy Wealth's primary objectives when placing orders for the purchase and sale of securities for client accounts is to obtain the most favorable net results taking into account such factors as 1) price, 2) size of order, 3) difficulty of execution, 4) confidentiality and 5) skill required of the broker. Proxy Wealth may not necessarily pay the lowest commission or commission equivalent as specific transactions may involve specialized services on the part of the broker.

Proxy Wealth will allow clients to direct brokerage at the firm's sole discretion. Clients should be aware that if they direct Proxy Wealth to a particular broker-dealer for execution Proxy Wealth may be unable to achieve most favorable execution of client transactions. Directing brokerage may cost clients more money than if Proxy Wealth were to execute transactions at the broker-dealer where it has an established relationship. The client may pay higher brokerage commissions because Proxy Wealth may not be able to aggregate orders to reduce transaction costs or the client may receive less favorable prices.

Proxy Wealth may combine orders into block trades when more than one account is participating in the trade. This blocking or bunching technique must be equitable and potentially advantageous for each such account (e.g. for the purposes of reducing brokerage commissions or obtaining a more favorable execution price). Block trading is performed when it is consistent with the duty to seek best execution and is consistent with the terms of Proxy Wealth's investment advisory agreements. Equity trades are blocked based upon fairness to client, both in the participation of their account, and in the allocation of orders for the accounts of more than one client. Allocations of all orders are performed in a timely and efficient manner. All managed accounts participating in a block execution receive the same execution price (average share price) for the securities purchased or sold in a trading day. Any portion of an order that remains unfilled at the end of a given day will be rewritten on the following day as a new order with a new daily average price to be determined at the end of the following day. Due to the low liquidity of certain securities, broker availability may be limited. Open orders are worked until they are completely filled, which may span the course of several days. If an order is filled in its entirety, securities purchased in the aggregated transaction will be allocated among the accounts participating in the trade in accordance with the allocation statement. If an order is partially filled, the securities will be allocated pro rata based on the allocation statement. Proxy Wealth may allocate trades in a different manner than indicated on the allocation statement (non-pro rata) only if all managed accounts receive fair and equitable treatment.

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

The firm reviews client accounts on an annual basis, or when conditions would warrant a review based on market conditions or changes in client circumstances. Financial Plans, once prepared and delivered to the client are not reviewed again unless the client requests a financial plan be updated. For financial planning clients opting for the comprehensive financial planning under the fixed fee arrangement, Proxy Wealth will review the plan with the client at least quarterly and make updates as necessary.

Client accounts are reviewed by A. Wayne Potter, CCO. Triggering factors may include Proxy Wealth becoming aware of a change in client's investment objective, a change in market conditions, change of employment, or a change in recommended asset allocation weightings in the account that exceed a predefined guideline.

The client is encouraged to notify the Advisor and Investment Advisor Representative if changes occur in his/her personal financial situation that might materially affect his/her investment plan.

The client will receive written statements no less than quarterly from the custodian. In addition, the client will receive other supporting reports from mutual funds, asset managers, trust companies or other custodians, insurance companies, broker-dealers and others who are involved with client accounts. Proxy Wealth does not deliver separate client statements.

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

Proxy Wealth is not compensated by anyone for providing investment advice or other advisory services except as previously disclosed in this Brochure.

Proxy Wealth may compensate persons or firms for client referrals in compliance with SEC Rule 206(4)-1 governing advertising and payments to promoters. The fees paid to referral sources do not affect the fees clients pay to Proxy Wealth. In each instance, a written agreement will exist between the Advisor and the referral source. At the time of a referral, prospective advisory clients will receive the Advisor's Brochure and a Promoter's Disclosure Document. Proxy Wealth has established policies and procedures to ensure that its solicitation activities are compliant Rule 206(4)-1.

### **Item 15 Custody**

Proxy Wealth does not have custody of client funds or securities, except for the withdrawal of advisory fees directly from client accounts. However, as noted in Item 13 above, clients will receive statements not less than quarterly from the qualified custodian, and we encourage you to review those statements carefully. Any discrepancies should be immediately brought to the firm's attention. Please see a more complete description of the safeguards followed by Proxy Wealth concerning direct fee deduction in Item 5 above.

### **Item 16 Investment Discretion**

Proxy Wealth generally has discretion over the selection and amount of securities to be bought or sold in client accounts, the broker-dealer to be used, and the commission rates paid without obtaining prior consent or approval from the client for each transaction. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the client and agreed to by Proxy Wealth.

Discretionary authority will only be provided upon full disclosure to the client. The granting of such authority will be evidenced by the client's execution of an Investment Advisory Agreement containing all applicable limitations to such authority. All discretionary trades made by Proxy Wealth will be in accordance with each client's investment objectives and goals.

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

Proxy Wealth will not vote, nor advise clients how to vote, proxies for securities held in client accounts. The client clearly keeps the authority and responsibility for the voting of these proxies. Also, Proxy Wealth cannot give any advice or take any action with respect to the voting of these proxies. The client and Proxy Wealth agree to this by contract. Clients will receive proxy solicitations from their custodian and/or transfer agent.

### **Item 18 Financial Information**

Proxy Wealth does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, and is not required to file a balance sheet.

Proxy Wealth has discretionary authority over client accounts and is not aware of any financial condition that will likely impair its ability to meet contractual commitments to clients. If Proxy

Wealth does become aware of any such financial condition, this brochure will be updated and clients will be notified.

Proxy Wealth has never been subject to a bankruptcy petition.

**Form ADV Part 2A Appendix 1 – Wrap Brochure**

**Item 1 Cover Page**

Proxy Wealth Advisors LLC  
CRD# 298080

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March 19, 2024

**This wrap fee program brochure provides information about the qualifications and business practices of Proxy Wealth Advisors LLC. If you have any questions about the contents of this brochure, please contact us at 646-289-5075. 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 Proxy Wealth Advisors LLC also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **Item 2 Material Changes**

August 14, 2024 – Item 9 was amended to identify a new Chief Compliance Officer.

November 11, 2024 – Item 5 was amended to discuss varying billing cycles and fee calculations, and to disclose additional fees charged in certain circumstances for the use of an investment platform..

The material changes discussed above are only those changes that have been made to this wrap fee program brochure since the firm's last annual update of the brochure. The date of the last annual update of the wrap fee program brochure was March 19, 2024.

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## **Item 4 Services, Fees and Compensation**

### Advisory Services

Proxy Wealth Advisors LLC (“Proxy Wealth” or “Advisor”) principal service is providing fee-based investment advisory services and financial planning services. The Advisor practices custom management of portfolios, on a discretionary basis, according to the client’s objectives. The Advisor’s primary approach is to use a tactical allocation strategy aimed at reducing risk and increasing performance. The Advisor may use any of the following: exchange listed securities, foreign securities, warrants, corporate debt securities, CDs, variable life insurance, variable annuities, municipal securities, mutual funds, United States government securities, options on securities, and futures contracts on tangibles to accomplish this objective. The Advisor measures and selects mutual funds by using various criteria, such as the fund manager’s tenure, and/or overall career performance. The Advisor may recommend, on occasion, redistributing investment allocations to diversify the portfolio in an effort to reduce risk and increase performance. The Advisor may recommend specific stocks to increase sector weighting and/or dividend potential. The Advisor may recommend employing cash positions as a possible hedge against market movement which may adversely affect the portfolio. The Advisor may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position(s) in the portfolio, change in risk tolerance of client, or any risk deemed unacceptable for the client’s risk tolerance.

### Asset Management Fees

Pursuant to an Investment Advisory contract signed by each client, the client will pay Proxy Wealth an annual management fee of up to 2%. The fee will be calculated either quarterly or monthly in arrears, and based on either the average daily balance or the quarter end market value of the account, depending on the custodian, or services utilized to manage the account. New account fees are prorated from the inception of the account to the end of the first quarter.

Management fees will vary depending on the type and complexity of the investment management strategy employed as well as the size of the account or overall client relationship. These fees are negotiated by Proxy Wealth at its sole discretion. The client will give written authorization permitting the Advisor to be paid directly from their account held by the custodian. The custodian will send a statement at least quarterly to the client. In cases where it is not practical to directly deduct fees from client accounts, client will be sent an invoice on a quarterly basis for any outstanding advisory fees due.

The Advisor will pay all custodial and securities execution and clearance fees out of its Asset Management Fee (except for certain account fees and expenses including: short-term trading or redemption fees; margin costs; charges imposed directly by a mutual fund or exchange traded fund (such as management fees and other fund expenses); deferred sales charges; odd-lot differentials; transfer taxes; wire transfer and electronic fund fees; and other fees and taxes on brokerage accounts and securities transactions, as applicable, which will be paid by clients).

This method of treating transaction fees is typically characterized as a “wrap fee”, where the Asset Management Fee includes the investment advisory services as well as all transaction costs and the client pays only that Asset Management Fee and no other costs concerning the trading and maintaining of the account except as noted above. Clients in wrap fee accounts, with the transaction and custody costs included, will pay a higher Asset Management Fee than those clients of Proxy Wealth that are not managed with a wrap fee (see Proxy Wealth Form ADV Part 2A Brochure). The specific arrangement for each client will be negotiated and defined in the investment advisory contract signed by each client.

#### Other Fees

Where appropriate, Proxy Wealth will utilize the investment management software platform iFlip to assist in the management of client accounts. In those cases, Proxy Wealth adds the 0.30% annual platform fee to its asset-based management fee, and Proxy Wealth pays the fee to iFlip.

All fees paid to Proxy Wealth for investment advisory services are separate and distinct from the expenses charged by mutual funds and to their shareholders and the product sponsor in the case of variable insurance products. These fees and expenses are described in each fund’s or variable product’s prospectus.

The inclusive fee may cost the client more or less than purchasing such services separately depending on the number of transactions that occur in the account. Proxy Wealth does not charge clients higher advisory fees based on their trading activity, but clients should be aware that the firm has an incentive to limit its trading activities in client accounts because the firm is charged for executed trades.

Investment advisor representatives of Proxy Wealth are not compensated differently for clients that choose the inclusive fee arrangement versus the non-inclusive fee and therefore they do not have a financial incentive to recommend one method over the other.

Clients may request to terminate their advisory contract with Proxy Wealth, in whole or in part, by providing advance written notice. Upon termination, fees earned by the Advisor but not billed will be prorated to the date of termination and charged to the client. Client’s advisory agreement with the Advisor is non-assignable without client’s written approval.

#### **Item 5 Account Requirements and Types of Clients**

The Advisor will offer its services to individuals, high net worth individuals, charitable organizations, municipal governments, and small businesses.

The Advisor does not have any minimum requirements for opening or maintaining accounts.

#### **Item 6 Portfolio Manager Selection and Evaluation**

Proxy Wealth offers the wrap fee program to clients as a pricing option and does not utilize unaffiliated money managers to serve the needs of wrap fee clients. Performance information is

not prepared or presented for wrap accounts and therefore performance information is not reviewed by Advisor or any third-party.

Each client is assigned a Proxy Wealth Investment Advisor Representative when they become a client. Each Investment Advisor Representative at Proxy Wealth is responsible for managing the investment accounts of their assigned clients. The Proxy Wealth Investment Advisor Representative will monitor the client account on an ongoing basis to ensure that the client needs, goals and objectives are being met.

The Advisor may utilize fundamental, technical or cyclical analysis techniques in formulating investment advice for clients.

Fundamental analysis of businesses involves analyzing its financial statements and health, its management and competitive advantages and its competitors and markets. Fundamental analysis is performed on historical and present data but with the goal of making financial forecasts. There are several possible objectives; to conduct a company stock valuation and predict its probable price evolution; to make a projection on its business performance; to evaluate its management and make internal business decisions and to calculate its credit risk.

Technical analysis is a method of evaluating securities by relying on the assumption that market data, such as charts of price, volume and open interest can help predict future (usually short-term) market trends. Technical analysis assumes that market psychology influences trading in a way that enables predicting when a stock will rise or fall.

Cyclical analysis of economic cycles is used to determine how these cycles affect the returns of an investment, an asset class or an individual company's profits. Cyclical risks exist because the broad economy has been shown to move in cycles, from periods of peak performance followed by a downturn, then a trough of low activity. Between the peak and trough of a business or other economic cycle, investments may fall in value to reflect the uncertainty surrounding future returns as compared with the recent past.

The investment strategies the Advisor will implement may include long-term purchases of securities held at least for one year, short-term purchases for securities sold within a year, short sales, margin transactions, and option writing, including covered options, uncovered options or spreading strategies.

Clients need to be aware that investing in securities involves risk of loss that the client needs to be prepared to bear.

The methods of analysis and investment strategies followed by the Advisor are utilized across all of the Advisor's clients, as applicable. One method of analysis or investment strategy is not more significant than the other as the Advisor is considering the client's portfolio, risk tolerance, time horizon and individual goals. However, the client should be aware that with any trading that occurs in the client account, the client will incur transaction and administrative costs.

Investing includes the risk that the value of an investment can be negatively affected by factors specifically related to the investment (e.g., capability of management, competition, new inventions by other companies, lawsuits against the company, labor issues, patent expiration, etc.), or to factors related to investing and the markets in general (e.g., the economy, wars, civil unrest or terrorism around the world, concern about oil prices or unemployment, etc.).

Risks of fundamental analysis may include risks that market actions, natural disasters, government actions, world political events or other events not directly related to the price or valuation of a specific company's fundamental analysis can adversely impact the stock price of a company causing a portfolio containing that security to lose value. Risks may also include that the historical data and projections on which the fundamental analysis is performed may not continue to be relevant to the operations of a company going forward, or that management changes or the business direction of management of the company may not permit the company to continue to produce metrics that are consistent with the prior company data utilized in the fundamental analysis, which may negatively affect the Advisor's estimate of the valuation of the company.

In cyclical analysis, economic or business cycles may not be predictable and may have many fluctuations between long-term expansions and contractions. Also, the lengths of the economic cycles may be difficult to predict with accuracy. Therefore, the risk of cyclical analysis is the difficulty in predicting economic trends and consequently the changing value of securities that would be affected by these changing trends.

The primary risks in technical analysis are that the factors used to analyze the price, trends and volatility of a security may not be replicated, or the outcomes of such analysis will not be the same as in past periods where similar combinations existed. Because of the reliance on trends, technical analysis can signal buying at market peaks and selling at market troughs.

All investments involve some degree of risk. In finance, risk refers to the degree of uncertainty and/or potential financial loss inherent in an investment decision. In general, as investment risks rise, investors seek higher returns to compensate themselves for taking such risks.

Every saving and investment product have different risks and returns. Differences include how readily investors can get their money when they need it, how fast their money will grow, and how safe their money will be. The primary risks faced by investors include:

#### Business Risk

With a stock, you are purchasing a piece of ownership in a company. With a bond, you are loaning money to a company. Returns from both of these investments require that the company stays in business. If a company goes bankrupt and its assets are liquidated, common stockholders are the last in line to share in the proceeds. If there are assets, the company's bondholders will be paid first, then holders of preferred stock. If you are a common stockholder, you get whatever is left, which may be nothing.

The business risk in purchasing an annuity is that the financial strength of the insurance company issuing the annuity may decline and not be able to pay out the annuity obligation.

### Volatility Risk

Even when companies aren't in danger of failing, their stock price may fluctuate up or down.

Large company stocks as a group, for example, have lost money on average about one out of every three years. A stock's price can be affected by factors inside the company, such as a faulty product, or by events the company has no control over, such as political or market events.

### Inflation Risk

Inflation is a general upward movement of prices. Inflation reduces purchasing power, which is a risk for investors receiving a fixed rate of interest. The principal concern for individuals investing in cash equivalents is that inflation will erode returns.

### Interest Rate Risk

Interest rate changes can affect a bond's value. If bonds are held to maturity the investor will receive the face value, plus interest. If sold before maturity, the bond may be worth more or less than the face value. Rising interest rates will make newly issued bonds more appealing to investors because the newer bonds will have a higher rate of interest than older ones. To sell an older bond with a lower interest rate, you might have to sell it at a discount.

### Liquidity Risk

This refers to the risk that investors won't find a market for their securities, potentially preventing them from buying or selling when they want. This can be the case with the more complicated investment products. It may also be the case with products that charge a penalty for early withdrawal or liquidation such as a certificate of deposit (CD).

The Advisor does not primarily recommend a particular type of security. However, clients are advised that many unexpected broad environmental factors can negatively impact the value of portfolio securities causing the loss of some or all of the investment, including changes in interest rates, political events, natural disasters, and acts of war or terrorism. Further, factors relevant to specific securities may have negative effects on their value, such as competition or government regulation. Also, the factors for which the company was selected for inclusion in a client portfolio may change, for example, due to changes in management, new product introductions, or lawsuits.

In addition to the investment advisory services described above, Proxy Wealth provides the following services to clients that require them.

### Financial Planning

In addition to investment supervisory services, Proxy Wealth may provide Financial Planning Services to some of its clients. As each client's needs are different, the amount and type of Financial Planning Services will vary client to client. At a base level, the services may include purely recommendations for asset allocation and portfolio customization based on factors such as the client's investment objectives, goals, risk tolerance and financial situation. More complex Financial Planning Services may also include recommendations relating to investment strategies, cash flow and budgeting plans, tax planning, wealth transfer strategies, family business and generational wealth transfer strategies and other advice addressing the needs of the client. As noted below, financial planning clients will have the option to pay for these services on an hourly

basis for one-time services or occasional updates, or on a fixed fee basis that will be determined based on the estimated relative level of effort for ongoing financial planning assistance and updates.

Some clients will contract to have financial planning advice provided based on an hourly fee. The Advisors hourly fee will be billed at a rate of \$250 per hour but may be negotiated in advance. Hourly fee-based clients are billed on a quarterly basis in arrears.

Financial planning clients may opt for a fixed fee instead of the hourly fee. For personal financial planning for individuals, Proxy Wealth will charge a one-time fixed fee of up to \$5,000, in advance, for comprehensive financial planning services, the fee will depend on the complexity of the case. In the event that the financial planning client chooses Proxy Wealth to manage their portfolio, the fee will be applied against the negotiated annual management fee. For ongoing planning services for businesses, Proxy Wealth charges an initial plan preparation and consulting fee of up to \$10,000 in advance, and up to \$7,500 for annual updates, paid in advance. Proxy Wealth also works with foreign individuals providing advice and assistance with both immigration and financial planning issues and will charge a fixed fee of up to \$50,000 for those services, depending on the complexity of the specific circumstances. The fees are negotiable and vary depending on the scope and complexity of the financial planning advice and project deliverables required. All plans and consulting assignments will be delivered in six months or less from the beginning of the agreement.

Proxy Wealth will tailor its advisory services to its client's individual needs based on meetings and conversations with the client. If clients wish to impose certain restrictions on investing in certain securities or types of securities, the Advisor will address those restrictions with the client to have a clear understanding of the client's requirements.

The Advisor does not charge performance-based fees.

Proxy Wealth will not vote, nor advise clients how to vote, proxies for securities held in client accounts. The client clearly keeps the authority and responsibility for the voting of these proxies. Also, Proxy Wealth cannot give any advice or take any action with respect to the voting of these proxies. The client and Proxy Wealth agree to this by contract. Clients will receive proxy solicitations from their custodian and/or transfer agent.

#### **Item 7 Client Information Provided to Portfolio Managers**

In accordance with the Advisor's Privacy Policy, the Advisor does not communicate any non-public financial information to unaffiliated entities.

#### **Item 8 Client Contact with Portfolio Managers**

The Advisor does not place any restriction on the client's ability to contact and consult with their Investment Advisor Representatives and encourages clients to communicate with their Investment Advisor Representatives whenever their circumstances change that may cause a change to their investor profile.

## **Item 9 Additional Information**

Neither Proxy Wealth nor its management persons have had any legal or disciplinary events, currently or in the past.

Neither Proxy Wealth nor any of its management persons are registered, or have an application pending to register, as a broker-dealer or a registered representative of a broker-dealer.

Neither Proxy Wealth nor any of its management persons are registered or have an application pending to register, as a futures commission merchant, commodity pool operator, a commodity trading advisor, or an associated person of the foregoing entities.

Proxy Wealth does not currently have any relationships or arrangements that are material to its advisory business or clients with either a broker-dealer, municipal securities dealer, or government securities dealer or broker, 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), other investment advisor or financial planner, futures commission merchant, commodity pool operator, or commodity trading advisor, banking or thrift institution, accountant or accounting firm, lawyer or law firm, pension consultant, real estate broker or dealer or sponsor of syndicator of limited partnerships.

Proxy Wealth is owned by Proxy Financial Corp which also owns two other investment advisors, Proxy Freedom LLC (CRD# 324749), and Proxy International LLC (CRD# 325499). Each of the affiliated entities were formed to serve different client audiences. Clients of Proxy Wealth will not be clients of the affiliated advisors. A. Wayne Potter, CCO and Investment Advisor Representative of Proxy Wealth is also the CCO of Proxy International and spends approximately half of his time on that activity.

Supervised persons of Proxy Wealth are also licensed and registered as insurance agents to sell life, accident and other lines of insurance for various insurance companies. Therefore, they will be able to purchase insurance products for any client in need of such services and will receive separate, yet typical compensation in the form of commissions for the purchase of insurance products. This creates a conflict of interest because of the receipt of additional compensation by the firm and its supervised persons. Clients are not obligated to use Proxy Wealth or its personnel for insurance products services. However, in such instances, there is no advisory fee associated with these insurance products.

Proxy Wealth does not recommend or select other investment advisers for clients.

Proxy Wealth is registered with the SEC and maintains a Code of Ethics pursuant to SEC rule 204A-1 that sets forth the basic policies of ethical conduct for all managers, officers, and employees of the adviser. In addition, the Code of Ethics governs personal trading by each employee of Proxy Wealth deemed to be an Access Person and is intended to ensure that securities transactions effected by Access Persons of Proxy Wealth are conducted in a manner that avoids any conflict of interest between such persons and clients of the adviser or its

affiliates. Proxy Wealth collects and maintains records of securities holdings and securities transactions effected by Access Persons. These records are reviewed to identify and resolve conflicts of interest.

Proxy Wealth does not recommend to clients, or buy or sell for client accounts, securities in which the firm or a related person has a material financial interest.

Proxy Wealth and/or its investment advisor representatives may from time to time purchase or sell products that they may recommend to clients. This practice creates conflicts of interest in that personnel of Proxy Wealth can take advantage of the advance knowledge of firm securities trading and trade their personal accounts ahead of the client trades or recommend trades in client accounts that may affect the price of the securities owned by the Investment Advisor Representatives. To mitigate these conflicts, Proxy Wealth has adopted a Code of Ethics as noted above. Proxy Wealth's Code of Ethics is available upon request. Finally, supervised persons of registered investment advisors are fiduciaries by law and are required to put the client's interest before those of the firm and themselves.

Proxy Wealth requires that its investment advisor representatives follow its basic policies and ethical standards as set forth in its Code of Ethics.

Investment Advisor Representatives of Proxy Wealth may trade for their own accounts securities that are being traded for client accounts at or about the same time. To mitigate the conflict of interest in such circumstances, Proxy Wealth's policy is to require the trading of all relevant client accounts prior to the trading of their own accounts. The Chief Compliance Officer examines personal trading activities of Proxy Wealth's personnel to verify compliance with this policy.

The firm reviews client accounts on an annual basis, or when conditions would warrant a review based on market conditions or changes in client circumstances. Financial plans, once prepared and delivered to the client are not reviewed again unless the client requests a financial plan be updated. For financial planning clients opting for the comprehensive financial planning under the fixed fee arrangement, Proxy Wealth will review the plan with the client at least quarterly and make updates as necessary.

Client accounts are reviewed by A. Wayne Potter, CCO. Triggering factors may include Proxy Wealth becoming aware of a change in client's investment objective, a change in market conditions, change of employment, or a change in recommended asset allocation weightings in the account that exceed a predefined guideline.

The client is encouraged to notify the Advisor and Investment Advisor Representative if changes occur in his/her personal financial situation that might materially affect his/her investment plan.

The client will receive written statements no less than quarterly from the custodian. In addition, the client will receive other supporting reports from mutual funds, asset managers, trust companies or other custodians, insurance companies, broker-dealers and others who are involved with client accounts. Proxy Wealth does not deliver separate client statements.

Proxy Wealth may recommend/require that clients establish brokerage accounts with the Schwab Advisor Services division of Charles Schwab & Co., Inc., or Interactive Brokers LLC, registered broker-dealers and members of SIPC, (together, “the Custodians”) to maintain custody of clients’ assets and to effect trades for their accounts. The final decision to custody assets with the Custodians is at the discretion of the Advisor’s clients, including those accounts under ERISA or IRA rules and regulations, in which case the client is acting as either the plan sponsor or IRA accountholder. Proxy Wealth is independently owned and operated and not affiliated with the Custodians. The Custodians provide Proxy Wealth with access to its institutional trading and custody services, which are typically not available to the Custodians’ retail investors. These services generally are available to independent investment advisors on an unsolicited basis, at no charge to advisors. The Custodians’ services include brokerage services that are related to the execution of securities transactions, custody, research, including that in the form of advice, analyses and reports, and access to mutual funds and other investments that are otherwise generally available only to institutional investors or would require a significantly higher minimum initial investment.

The Custodians also make available to Proxy Wealth other products and services that benefit Proxy Wealth but may not benefit its clients’ accounts. These benefits may include national, regional or Proxy Wealth specific educational events organized and/or sponsored by the Custodians. Other potential benefits may include occasional business entertainment of personnel of Proxy Wealth by the Custodians’ personnel, including meals, invitations to sporting events, including golf tournaments, and other forms of entertainment, some of which may accompany educational opportunities. Other of these products and services assist Proxy Wealth in managing and administering clients’ accounts. These include software and other technology (and related technological training) that provide access to client account data (such as trade confirmations and account statements), facilitate trade execution (and allocation of aggregated trade orders for multiple client accounts), provide research, pricing information and other market data, facilitate payment of Proxy Wealth’s fees from its clients’ accounts, and assist with back-office training and support functions, recordkeeping and client reporting. Many of these services generally may be used to service all or some substantial number of Proxy Wealth’s accounts, including accounts not maintained at the Custodians. The Custodians also make available to Proxy Wealth other services intended to help Proxy Wealth manage and further develop its business enterprise. These services may include professional compliance, legal and business consulting, publications and conferences on practice management, information technology, business succession, regulatory compliance, employee benefits providers, human capital consultants, insurance and marketing. In addition, the Custodians may make available, arrange and/or pay vendors for these types of services rendered to Proxy Wealth by independent third parties. The Custodians may discount or waive fees they would otherwise charge for some of these services or pay all or a part of the fees of a third-party providing these services to Proxy Wealth. While, as a fiduciary, Proxy Wealth endeavors to act in its clients’ best interests, Proxy Wealth’s recommendation / requirement that clients maintain their assets in accounts at the Custodians may be based in part on the benefit to Proxy Wealth of the availability of some of the foregoing products and services and other arrangements and not solely on the nature, cost or quality of custody and brokerage services provided by the Custodians, which may create a potential conflict of interest.

Other than as described above, Proxy Wealth is not compensated by anyone for providing investment advice or other advisory services except as previously disclosed in this Brochure.

Proxy Wealth may compensate persons or firms for client referrals in compliance with the requirements of SEC Rule 206(4)-1 governing advertising and payments to promoters. The fees paid to referral sources do not affect the fees clients pay to Proxy Wealth. In each instance, a written agreement will exist between the Advisor and the referral source. At the time of a referral, prospective advisory clients will receive the Advisor's Brochure and a Promoter's Disclosure Document. Proxy Wealth has established policies and procedures to ensure that its solicitation activities are compliant with Rule 206(4)-1.

Proxy Wealth does not require or solicit prepayment of more than \$1,200 in fees per client, six months or more in advance, and is not required to file a balance sheet.

Proxy Wealth has discretionary authority over client accounts and is not aware of any financial condition that will likely impair its ability to meet contractual commitments to clients. If Proxy Wealth does become aware of any such financial condition, this brochure will be updated and clients will be notified.

Proxy Wealth has never been subject to a bankruptcy petition.

# Proxy Wealth Advisors

## Client Relationship Summary - November 2024

Proxy Wealth Advisors is an investment adviser registered with the U.S. Securities and Exchange Commission. Investment advisory and brokerage services and fees differ; therefore, it is important for you to understand the differences.

Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/crs), which also provides educational materials about investment advisers, broker-dealers, and investing.

### *What investment services and advice can you provide me?*

We offer investment advisory services to retail investors, including asset management and financial planning. As part of our standard services, we monitor our clients' portfolio holdings and the overall asset allocation strategy on an annual basis, or when market conditions or other triggers would warrant a review. Triggers include a change of investment objectives, a change in employment, or a change in recommended asset allocation weightings. Financial plans, once prepared and delivered to the client are not reviewed again unless the client requests a financial plan be updated.

We offer our asset management services on a discretionary or nondiscretionary basis. Discretionary asset management allows us the limited authority to buy and sell investments in your account without asking you each time a transaction is placed. With non-discretionary asset management, we provide investment recommendations but require your approval before placing trades for your account. You make the ultimate decision regarding the purchase or sale of investments. Our level of authority is determined at the beginning of our relationship with you in our advisory agreement but can be changed upon request.

We provide investment recommendations and construct portfolios using a wide array of securities types to meet the investment objectives of clients. We do not have any minimum requirements for opening or maintaining accounts for retail investors.

**For additional information, please see our Form ADV Part 2A (with special emphasis on Items 4, 7, and 16) and Form ADV Part 2A, Appendix 1 (Items 4 and 5) which can be found on the SEC website at [adviserinfo.sec.gov](https://adviserinfo.sec.gov) (CRD# 298080).**

#### ***Conversation Starters – Ask Your Financial Professional:***

Given my financial situation, should I choose investment advisory services? Why or why not?

How will you choose investments to recommend to me?

What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

### *What fees will I pay?*

**Principal Fees:** We are compensated for providing the investment advisory services by charging an ongoing asset-based fee that ranges up to 2.00% per annum depending on the type and complexity of the investment management strategy employed as well as the size of the account or overall client relationship. The fee will be calculated either quarterly or monthly in arrears, and based on either the average daily balance or the quarter end market value of the account, depending on the custodian, or services utilized to manage the account. With the asset-based fee, the more assets there are in your advisory account, the more you will pay in fees, and we may therefore have an incentive to encourage you to increase the assets in your account. Financial planning and consulting services are charged either on an hourly basis at \$250 per hour paid quarterly in arrears, or on a fixed fee basis that ranges up to \$5,000 paid in advance. The actual fixed fee will depend on the scope and complexity of the client circumstances. All of Proxy Wealth Advisors' fees are negotiable at the discretion of Proxy Wealth Advisors.

**Other Fees and Costs:** Where client is not in our wrap fee program, Proxy Wealth Advisors' fees are exclusive of brokerage commissions, transaction fees, and other related costs and expenses which shall be incurred by the client. In the wrap fee program, such fees are paid by Proxy Wealth Advisors. In all cases, clients may incur certain charges imposed by custodians, brokers, custodial fees, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. All fees paid to us for investment

# Proxy Wealth Advisors

advisory services are separate and distinct from the fees and expenses charged by mutual funds and ETFs to their shareholders which are disclosed in the funds' prospectuses.

**Additional Information:** You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce the amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. **More detailed information about our fees and costs are included in our Form ADV Part 2A (Item 5) and Form ADV Part 2A Appendix 1 (Item 4).**

**Conversation Starter – Ask Your Financial Professional:**

Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

## **What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?**

**When we act as your investment adviser,** we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here is an example to help you understand what this means.

Investment Advisor Representatives (IARs) of Proxy Wealth Advisors are also licensed and registered as insurance agents to sell various insurance products. Therefore, they will be able to purchase insurance products for clients in need of such services and will receive separate, yet typical commission compensation for the purchase of those products. While the IARs are required as fiduciaries to put the interest of the clients first, the receipt of additional compensation itself creates a conflict of interest. You are under no obligation to purchase insurance products through Proxy Wealth Advisors or its IARs. **These arrangements and additional information about other conflicts of interest are discussed in more detail in our Form ADV Part 2A and Form ADV Part 2A Appendix 1.**

**Conversation Starter – Ask Your Financial Professional:**

How might your conflicts of interest affect me, and how will you address them?

## **How do your financial professionals make money?**

Our IARs are compensated through the receipt of a portion of revenue we receive for the advisory services we provide. The portion paid to your IAR generally does not vary based on the type of investments that are recommended.

## **Do you or your financial professionals have legal or disciplinary history?**

No. We invite you to visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research our firm and financial professionals.

**Conversation Starter – Ask Your Financial Professional:**

As a financial professional, do you have any disciplinary history? For what type of conduct?

**We encourage you to seek out additional information about our investment advisory services in our Form ADV Brochure on [Investor.gov](http://Investor.gov) or [adviserinfo.sec.gov](http://adviserinfo.sec.gov) (CRD# 289080). Alternatively, you can call us at 646-289-5075 to speak with us directly to request up-to-date information and request a copy of the relationship summary.**

**Conversation Starters – Ask Your Financial Professional:**

Who is my primary contact person?

Is he or she a representative of an investment adviser or a broker-dealer?

Who can I talk to if I have concerns about how this person is treating me?



Updated Privacy Policy for Proxy Wealth Advisors LLC

**Effective: June 25, 2024**

## **Our Commitment to You**

Proxy Wealth Advisors LLC (“PWA”) is committed to safeguarding the use of your personal information that we have as your Investment Advisor. PWA (referred to as "we", "our," and "us" throughout this notice) protects the security and confidentiality of the personal information we have and makes efforts to ensure that such information is used for proper business purposes in connection with the management or servicing of your account. Our relationship with you is our most important asset. We understand that you have entrusted us with your private information, and we do everything we can to maintain that trust.

We do not sell your non-public personal information to anyone. Nor does PWA provide such information to others except for discrete and proper business purposes in connection with the servicing and management of your account as discussed below.

Details of our approach to privacy and how your personal non-public information is collected and used are set forth in this privacy policy.

## **The Information We Collect About You**

You typically provide personal information when you complete the paperwork required to become our Client. This information may include your:

- Name and address
- Email address
- Phone number
- Social security or taxpayer identification number
- Accounts at other institutions
- Assets
- Income
- Account balance
- Investment activity

In addition, we may collect non-public information about you from the following sources:

- Information we receive on Brokerage Agreements, Managed Account Agreements, and other Subscription and Account Opening Documents
- Information we receive in the course of establishing a customer relationship including, but not limited to, applications, forms, and questionnaires
- Information about your transactions with us or others



## **Information about You That PWA Shares**

PWA works to provide products and services that benefit our customers. We may share non-public personal information with non-affiliated third parties (such as brokers and custodians) as necessary for us to provide agreed services and products to you consistent with applicable law. We may also disclose non-public personal information to other financial institutions with whom we have joint business arrangements for proper business purposes in connection with the management or servicing of your account.

In addition, your non-public personal information may also be disclosed to you, persons we believe to be your authorized agent or representative, regulators to satisfy PWA's regulatory obligations, and as otherwise required or permitted by law. Lastly, we may disclose your non-public personal information to companies we hire to help administer our business, for example, but not limited to, financial planning software providers and accountants. Companies we hire to provide services of this kind are not allowed to use your personal information for their own purposes and are contractually obligated to maintain strict confidentiality. We limit their use of your personal information to the performance of the specific service we have requested.

*We do not sell your non-public personal information to anyone.*

## **Information about Former Clients**

PWA does not disclose, and does not intend to disclose, non-public personal information to non-affiliated third parties with respect to persons who are no longer our clients.

## **Confidentiality and Security**

Our employees are advised about the firm's need to respect the confidentiality of our customers' non-public personal information. Additionally, we maintain physical, procedural, and electronic safeguards in an effort to protect the information from access by unauthorized parties.

## **Your Rights and Choices**

You have the right to access and correct your personal information. You may also request that we delete your personal information, subject to certain exceptions provided by law. To exercise these rights, please contact us at the provided contact details.

## **Regulatory Compliance**



We comply with the General Data Protection Regulation (GDPR) for our clients within the European Union (EU) and the California Consumer Privacy Act (CCPA) for our clients in California. This means we provide additional rights and information as required by these regulations, including the right to access your data, the right to delete your data, and the right to opt-out of data sales, even though we do not sell personal data.

### Reasons We Can Share Your Personal Information

Financial companies need to share customers' personal information to run their everyday business. We list the reasons financial companies can share their customers' personal information; the reasons PWA chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does PWA share?	Can you limit this sharing?
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes – to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes – information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes – information about your creditworthiness</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

### Definitions

- **Affiliates:** Companies related by common ownership or control. They can be financial and nonfinancial companies.
  - Our affiliates include Proxy Wealth Partners, LLC.
- **Non-affiliates:** Companies not related by common ownership or control. They can be financial and nonfinancial companies.
  - Proxy Wealth Advisors does not share with non-affiliates so they can market to you.
- **Joint Marketing:** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
  - Proxy Wealth Advisors does not jointly market.

### Other Important Information



If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights under the California Consumer Privacy Act (CCPA), visit our [CCPA Privacy Notice](#).

Please note if you provide us with a phone number it will not be utilized for any type of marketing outreach via SMS communications. Prior verbal consent is required to receive SMS communications. Message and Data rates may apply. Messaging frequency may vary. You can text STOP to opt out of SMS communications at any time.

## **We'll Keep You Informed**

We will send you notice of our privacy policy annually for as long as you maintain an ongoing relationship with us. Periodically, we may revise our privacy policy and will provide you with a revised policy if the changes materially alter the previous privacy policy. We will not, however, revise our privacy policy to permit the sharing of non-public personal information other than as described in this notice unless we first notify you and provide you with an opportunity to prevent the information sharing.

[CCPA Privacy Notice](#)

**Effective: June 25, 2024**

## **Your Rights under the CCPA**

If you are a California resident, you have specific rights regarding your personal information under the California Consumer Privacy Act (CCPA). These rights include:

1. **Right to Know:** You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months.
2. **Right to Delete:** You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions.
3. **Right to Opt-Out:** You have the right to opt-out of the sale of your personal information. However, Proxy Wealth Advisors does not sell personal information.
4. **Right to Non-Discrimination:** You have the right not to receive discriminatory treatment by us for exercising any of your CCPA rights.

## **Categories of Personal Information We Collect**

We collect information that identifies, relates to, describes, references, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:



- Identifiers (e.g., real name, postal address, email address, social security number)
- Personal information categories listed in the California Customer Records statute (e.g., name, contact information, financial information)
- Protected classification characteristics under California or federal law (e.g., age, gender)
- Commercial information (e.g., transaction information, purchase history)
- Internet or other similar network activity (e.g., browsing history, search history)
- Geolocation data
- Professional or employment-related information
- Inferences drawn from other personal information

### **How We Use Your Personal Information**

We use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information
- To provide, support, personalize, and develop our services
- To create, maintain, customize, and secure your account with us
- To process your requests, transactions, and payments
- To provide you with support and respond to your inquiries
- To improve our website and services
- For testing, research, analysis, and product development

### **How to Exercise Your CCPA Rights**

To exercise the rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 646-289-5075
- Emailing us at [privacy@proxyfinancial.com](mailto:privacy@proxyfinancial.com)
- Visiting our website at <https://www.proxyfinancial.com>
- Our office address 19505 Biscayne Blvd, Ste 2350, Aventura FL 33180

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

**Form ADV Part 2B**

**Item 1 Cover Page for Brochure Supplement**

A. Wayne Potter, Financial Advisor, Chief Compliance Officer  
CRD# 2116906

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2980 NE 207<sup>th</sup> Street, Unit 318  
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July 30, 2024

**This brochure supplement provides information about A. Wayne Potter that supplements the Proxy Wealth Advisors LLC brochure. You should have received a copy of that brochure. Please contact A. Wayne Potter if you did not receive Proxy Wealth Advisors LLC's brochure or if you have any questions about the contents of this supplement.**

**Additional information about A. Wayne Potter is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

## **Item 2 Educational Background and Business Experience**

A. Wayne Potter, Financial Advisor and Chief Compliance Officer of Proxy Wealth since July 2024, was born in 1953. Mr. Potter earned a Bachelor of Ministry degree from Luther Rice Bible College and Seminary, and a Master of Music degree in Vocal Performance from Northern Arizona University.

In addition to his roles at Proxy Wealth, Mr. Potter is a Senior Case Design Specialist at Proxy Freedom LLC since September 2022. Previously, Mr. Potter was the Chief Operating Officer at Vitucci & Associates, Inc. (July 2017 to August 2022), an Agent at Allstate Insurance Co (May 2016 to June 2017), and a Financial Services Representative at MetLife Securities Inc. (May 2014 to May 2016).

## **Item 3 Disciplinary Information**

There are no legal or disciplinary events or proceedings to report concerning Mr. Potter.

## **Item 4 Other Business Activities**

Mr. Potter is a Senior Case Design Specialist for Proxy Freedom LLC, an affiliated state registered investment advisor, and services insurance renewals under his California insurance license. Mr. Potter spends most of his monthly work hours in his Proxy Freedom activities.

## **Item 5 Additional Compensation**

Mr. Potter does not receive compensation or other economic benefit from anyone who is not a client for providing advisory services.

## **Item 6 Supervision**

A. Wayne Potter, Chief Compliance Officer, monitors the investment advisory activities, personal investing activities, and adherence to the Advisor's compliance program and code of ethics of the Proxy Wealth Advisors LLC supervised persons on a continuous basis using various methods, including periodic inspection and review of client securities positions and transaction activity, obtaining certifications of compliance with company policies and procedures from those supervised, and obtaining and reviewing brokerage statements or transactions and holdings reports of the supervised persons. A. Wayne Potter can be reached at 707-656-6939.