SIMPLICITY
WEALTH

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This brochure provides information about the qualifications and business practices of Simplicity Wealth, LLC ("Simplicity Wealth" or "the Firm"). If you have any questions about the contents of this brochure, please contact us at 844.220.8326 or by email at wealth.compliance@simplicitygroup.com. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about Simplicity Wealth is also available on the SEC's website at www.adviserinfo.sec.gov.

The Firm is registered as an investment adviser with the United States Securities and Exchange Commission (**"SEC"**). Clients should be aware that the term *Registered Investment Adviser* does not imply any certain level of skill or training. The information in this brochure has not been approved or verified by the SEC or by any State securities authority.

Item 2: Material Changes

Pursuant to current SEC rules and regulations, Simplicity Wealth is required to provide a summary of any material changes to its Clients within 120 days of the close of our business' fiscal year. The Firm may also provide you with other interim disclosures about material changes as necessary. These summaries or a full brochure will be provided free of charge if requested. Simplicity Wealth's Disclosure Brochure can also be found on its website www.simplicitywealth.com.

The last updating amendment was filed March 27, 2024, and since that time the following material changes have been made:

Cover Page

We updated our address.

Item 4: Advisory Business and Item 5: Fees and Compensation

Clients of LifePro Asset Management, LLC became clients of Simplicity Wealth.

Item 5: Fees and Compensation

We added language regarding our proprietary model portfolios and the conflicts of interest. We added language about employing fee breakpoints based on assets under management on a Client-by-Client basis. We added language about legacy client fee arrangements. We added language regarding margin fees.

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

We added risk disclosure for options and leveraged and inversed ETFs.

Item 14: Client Referrals and Other Compensation

We revised the language to note we have arrangements to compensate third parties to make solicitations on our behalf.

Item 3: Table of Contents

Item 4: Advisory Business

Introduction and Overview
This brochure contains important information. We encourage you to read it carefully and ask questions if there is any information that you do not understand.

In this brochure, references to “we,” “us,” “our,” or “our firm” refer to Simplicity Wealth. Individuals who serve as our managers, officers, employees, and investment adviser representatives may also be referred to as our “IARs.” Our firm’s clients and prospective clients are referred to as “you,” “your,” or “our clients.”

Simplicity Wealth is an investment adviser registered with the SEC since 2019. Simplicity Wealth is owned by Simplicity Financial Marketing Holdings, Inc. Clients of Simplicity Solutions, LLC and LifePro Asset Management, LLC (“LifePro”), both affiliated registered investment advisers, are now clients of Simplicity Wealth. Simplicity Solutions, LLC and LifePro are no longer registered investment advisers.

Directly Held Mutual Fund Services
We offer a series of portfolios on directly held mutual fund platforms. Versions of our portfolios are offered and constructed using the mutual funds made available by the platforms. This can provide efficient diversification for specific account types, ease of making account contributions, and simple access to certain mutual fund managers. The platforms have varying fees, the selected mutual funds are subject to various internal expenses, and we charge a management fee.

Retirement Plan Services
In conjunction with the advisory services offered, we provide qualified retirement plan sponsors with a flexible, yet easy solution that includes several investment options. We provide investment advisory services to retirement plan sponsors under either Section 3(38) or Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA).

We also provide advice to the individual participants of retirement plans such as 401(k), 403(b), etc. The individual participants are ultimately required to exercise their discretion to act upon the investment advice recommended by us.

<u>Discretionary Retirement Plan Services</u>
We offer full discretionary investment management services to retirement plan sponsors under Section 3(38) of ERISA. In the capacity as an investment manager under Section 3(38) of ERISA, you give us discretionary authority to manage your plan’s assets. In such capacity, we perform the following services on behalf of the retirement plan: (i) provide portfolio model allocations for retirement plans utilizing the available investment options under the plan; (ii) develop, manage, monitor and rebalance the portfolio model allocations in accordance with our investment methodology; and (iii) provide general enrollment and investment education to plan participants, but do not provide specific investment advice to plan participants. We provide services only to the plan sponsor with respect to the plan sponsor’s responsibilities to the retirement plan and not to any of the plan participants.

<u>Non-Discretionary Retirement Plan Services</u>
We also provide non-discretionary investment consulting services to retirement plan sponsors under Section 3(21) of ERISA. As a Section 3(21) investment adviser, we provide the plan sponsor with non-binding investment recommendations, but it is ultimately up to the plan sponsor to decide whether and how to act upon such investment recommendations. In providing these services, we do not (i) exercise investment discretion, management, or authority over the plan assets, (ii) maintain custody or control over client assets, or (iii) undertake responsibility for execution of trades or administration of the plan. The plan sponsors are ultimately required to exercise their discretion to act upon the investment options recommended by

us, with participants being responsible for any individual investment selections made under the plan.

Financial Planning

We offer a broad range of financial planning services which may include tax-related and other non-investment-related matters. These engagements may be for one-time, initial planning and/ or ongoing planning services. Financial plans and financial planning may include but are not limited to: investment planning; tax concerns; retirement planning; college planning, private placements, real estate transactions; and, for 401(k) plans, investment due diligence. These services are based on fixed or hourly fees and the final fee structure is documented in the advisory agreement with our clients.

Services Limited to Specific Types of Investments

We generally limit investment advice and/or money management to exchange traded funds (ETFs), mutual funds and common stock. However, we may use other securities/investments/assets (e.g., closed-end mutual funds, bonds, REITs, ETNs, preferred stock, structured products, private funds, cash equivalents/money market and individual securities) to help diversify a portfolio when applicable.

Client Tailored Services and Client Imposed Restrictions

We offer the same suite of services to all of our clients. However, your specific financial goals and their implementation depend on your client profile which outlines your current situation (risk tolerance, income, tax level etc.). This is used in conjunction with gathered investment objective information to help select and construct a portfolio that matches your restrictions, goals, and targets.

You may impose restrictions on investing in certain securities or types of securities in accordance with your values or beliefs. If you choose to impose restrictions on our portfolio management, you should be aware that it could cause your account to underperform compared to similar portfolios that do not apply such restrictions. Accordingly, you may forego opportunities for us to buy certain securities when it might otherwise be advantageous to do so, or you may request us to sell securities when it might otherwise be disadvantageous to do so.

Additionally, if your restrictions prevent us from properly servicing your account or require us to deviate significantly from our standard suite of services, we reserve the right to end our relationship with you.

Tax Overlay Services

Simplicity Wealth offers optional Tax Optimization Services and Tax Transition Services (collectively “Tax Overlay Services”) to assist in mitigating the impact of income taxes on certain Client accounts. The primary source of taxes in Client portfolios is from realized short-term capital gains. Simplicity Wealth’s Tax Optimization Service seeks to minimize or, if possible, eliminate realization of short-term capital gains. When rebalancing Client accounts, Simplicity Wealth weighs the tax impact of transactions against the risk of not complying with the Model Manager’s sell recommendations. If selling a security based on a Model Manager’s recommended model portfolio change will result in a substantial short-term capital gain, Simplicity Wealth will typically seek to offset that gain with existing realized short-term losses, harvest new short-term losses, or potentially defer the sale of the security until it either reaches long-term capital gains status or until an offsetting short-term capital loss can be harvested.

Simplicity Wealth may provide Tax Transition Services to minimize the impact of income taxes on certain Client accounts as an existing Client portfolio is transitioned into the Program. Simplicity Wealth offers customizable solutions to manage potential realization of large, unrealized capital gains that may be embedded in a Client’s portfolio in addition to customizable strategies that provide for tax-efficient diversification of Client portfolios with asset concentration.

Socially Responsible Investing Services
Simplicity Wealth offers an optional Socially Responsible Investing ("SRI") screening service designed for Clients who wish to integrate Environmental, Social and Governance factors into their investments. SRI overlay screens can be applied to an existing account and has the ability to be customized to exclude investments within certain segments. We maintain discretion for this service in the selection of investments, timing and execution of transactions.

Index Replication Service
Simplicity Wealth offers a replicated index solution, which can give Clients direct, index-like exposure through recommendation of a sub-set of securities that are representative of a particular index with similar risk characteristics. We maintain discretion for this service in the selection of investments, timing and execution of transactions.

Independent Managers
To address a client's designated investment objectives, IARs of Simplicity Wealth will at times recommend that the client allocate a portion or all of his or her investment assets to one or more unaffiliated independent registered investment advisers ("Independent Manager(s)". Factors that are considered before recommending an Independent Manager include but are not limited to: the client's investment objectives, the Independent Manager's management style, investment team, performance history, reputation, financial strength, pricing, and investment process. Simplicity Wealth has discretion to choose Independent Managers to manage all or a portion of the client's assets. The Independent Manager shall have day-to-day responsibility for the discretionary management of the allocated assets, and Simplicity Wealth will continue to render investment advisory services regarding the assets placed with the Independent Manager, including the ongoing monitoring and review of account performance and compliance with the client's investment objectives. Your agreement with us gives us the authority to hire or fire these Independent Managers on your behalf. Clients typically will incur a separate fee from the Independent Manager for those services in addition to the fees assessed by Simplicity Wealth.

Managed Account Program
We offer a Turnkey Asset Management Program ("TAMP") to independent third-party investment advisers, broker/dealers, insurance companies, banks, and trust companies (individually, an "Adviser" and collectively, the "Advisers"). The investment management and investment advisory services provided by Simplicity Wealth as described herein are primarily offered through its Managed Account Program (the "Program" or "TAMP"). Through the Program, Simplicity Wealth provides Advisers with access to the model portfolios of a wide variety of third party investment managers (the "Model Managers") selected by Simplicity Wealth as well as access to supporting operational services.

Each model portfolio is designed to meet a particular investment goal. Under a written agreement between the Model Manager and Simplicity Wealth (the "Model Manager Agreement"), the Model Manager constructs a model portfolio based on an asset allocation risk profile and selects the underlying investments for each portfolio that is based upon a particular investment strategy and/or philosophy. The Model Manager will provide the buy and sell recommendations to Simplicity Wealth for the Model Portfolios.

Simplicity Wealth provides ongoing due diligence and review of the Model Managers available through its Program. We may at any time hire or terminate a Model Manager at its complete discretion. In the event a Model Manager is terminated or departs from our Program, in coordination with the Client's Adviser, an appropriate replacement may be recommended for a Client's account. We cannot guarantee the availability of a particular model portfolio or particular Model Manager.

Simplicity Wealth's model portfolio offerings are not limited to any specific product or service offered by a broker-dealer or insurance company and will generally include advice regarding exchange-listed securities, like stocks and ETFs, foreign issuers, corporate debt securities (other than commercial paper), certificates of deposit, municipal securities, mutual funds, United States governmental securities, option contracts on securities and the model portfolios of a variety of Model Managers.

Based on the individual needs and circumstances of the Client, the Client's Adviser will determine the allocation of assets in the Client's account among the various investment options and model portfolios available, as deemed appropriate.

Simplicity Wealth will provide advice regarding specific investments for a Program account, and will manage or effect purchases, sales, or other transactions for an account. In addition, Simplicity Wealth will have the authority and discretion to manage the account in the event a Model Manager ceases to act as manager for the account, in which event Simplicity Wealth will manage account investments not allocated to an existing Model Manager until a new Model Manager is retained or manage account investments in their entirety in the event no new Model Manager is recommended. In managing the account assets, Simplicity Wealth is specifically permitted to retain all or part of the existing investments or to liquidate such investments, at our discretion. However, the decision regarding the selection of investment options, including model portfolios, to be held in a Client's account is made by the Client's Adviser based, in part, on our evaluation of the investment styles, strategies, risks, and potential benefits of each investment option and each Model Manager. At or before entering into the Investment Management Agreement, the Client's Adviser will be available to discuss the Model Manager's Disclosure Documents and answer any questions the Client may have regarding the Program and the Model Managers. Because the Model Managers may change from time to time, Clients and prospective Clients should consult directly with their Adviser to discuss the currently available selection of Model Managers. Certain Model Managers may not be available to all Clients.

Simplicity Wealth also provides an overlay management service for the model portfolios selected by an Adviser for a Client's account, which includes executing instructed trades and rebalancing the account at the Adviser's request or as necessary to conform to the recommended asset allocation for the model portfolio as directed by the Model Manager.

The suitability of a transaction for the Client is assessed and determined as of the date the transaction was executed for the Client's account by the Client's Adviser. All transactions effected for the Client's account will be deemed to be suitable based on and in reliance on the Client's Adviser's assessment of the Client's financial situation, investment objectives, risk tolerance, and investment time horizon, unless written notice to the contrary is received by the Simplicity Wealth team within 10 business days following the Client's receipt of the custodian's statement reflecting such transactions. Although the Client's Adviser maintains discretion over the Client's account, Simplicity Wealth maintains discretion for timing of transactions as well as the holdings of model portfolios when a specific security may not be available or advantageous to a Client.

Sub-Advisory and Operational Services

Simplicity Wealth also provides sub-advisory and operational services to Clients through sub-advisory relationships with other Advisers. In these arrangements, an Adviser executes a Sub-advisory Agreement or an Operations Service Agreement (collectively "Service Agreements") with Simplicity Wealth, in which we agree to provide the Adviser with investment management, investment advisory and/or operational services on behalf of such Adviser's Clients. As per the terms of the Service Agreements, the Client will enter into a written agreement with the Adviser pursuant to which the Client will authorize the Adviser to utilize the services of a third-party sub-advisor such as Simplicity Wealth. When servicing a Client's account in coordination with an Adviser, the Service Agreements will specify those services to be provided by Simplicity Wealth internally versus those services to be provided by the third-party Adviser as well as any fees to be charged and collected for the specified services. In general, Simplicity Wealth provides these services through the TAMP.

As described above, these sub-advised clients will enter into an advisory agreement directly with the Adviser, and we will have no direct client relationship with the Adviser's Clients. The Adviser is responsible for providing Clients with a copy of the Firm's brochure and establishing the fee that Clients pay, which will be specified in the signed advisory agreement. The Firm receives a portion of the total advisory fees for its advisory services, as agreed upon in the Service Agreement we have with the Adviser. An investment adviser representative affiliated with the Adviser will assist Clients in selecting from the Firm's managed portfolio and specialty solution offerings that align with the Client's investment objectives, risk tolerance, and time horizon. This investment adviser representative will also provide Clients with initial and ongoing information and education concerning the investments selected. As a sub-advisor, we generally maintain discretionary authority to determine the timing of transactions as well as the holdings of model portfolios when a specific security may not advantageous to a Client. The Adviser should meet with Clients periodically to discuss these allocation changes and, at all times, maintains discretion in the selection of Client's investments or model portfolios.

Data Aggregation

Simplicity Wealth offers optional Data Aggregation Services which enables Clients to monitor accounts that are not managed by Simplicity Wealth. Using Data Aggregation Services, Clients can examine their holdings, allocation of assets and portfolio performance across the full spectrum of a specific Client's in-house and held away accounts. Through use of a data aggregation system, Simplicity Wealth has the ability to generate performance reporting which is calculated according to industry standards and can be applied to each account or combination of several related accounts on a household or family level.

Software Tools

Simplicity Wealth provides a customizable asset management software program through a web-enabled platform ("Software Program") primarily to other Advisers, who in turn, provide the Software Program to their investment adviser representatives. Simplicity Wealth may also license the Software Program to certain Advisers. The Software Program is typically customized and may be private labeled in the name of the applicable Adviser. Advisers can provide the Software Program to investment adviser representatives, who can use it to manage the accounts of their respective Clients, which typically includes individuals and their related trusts or estates. The Software Program provides Advisers the ability to offer their Clients a separate accounts program, various asset allocation programs and account reporting services. Simplicity Wealth also allows Advisers to combine these programs to suit the needs of their Clients.

Back-Office Processing/Billing Services

Simplicity Wealth provides back-office functions on behalf of Advisers including daily account reconciliation and asset transfers. Simplicity Wealth uses electronic data feeds from trading/clearing/custodial firms to streamline the account reconciliation process. Simplicity Wealth uses billing software to automate billing for Advisers, which can accommodate a billing structure to include house-holding of accounts to capture scaling rates, several layers of combined accounts and assets, flat fee billing, credits, advance or arrear billing, daily weighted average billing and event triggered billing.

Assets Under Management (AUM) and Assets Under Advisement (AUA)

On February 28, 2025, Simplicity Wealth's total assets under management ("AUM") are $3,598,410,848. Discretionary assets under management are $3,516,254,538 and non- discretionary assets under management are $82,156,310. Assets under advisement as of February 28, 2025, are $2,072,965,372.

Item 5: Fees and Compensation

Ongoing Fee Arrangements

Advisory fees are typically based on a percentage of your advisory assets under management and range from 0.10% to 2.00%. We charge fees based on a percentage of your assets under management. This fee arrangement applies to individual, institutional, and retirement plan clients. The fees shared will not exceed any limit imposed by any regulatory agency.

Managed Account Program Service Fees

For use of the Program, Adviser's Clients will pay a platform fee (each, a "Platform Fee") from which Simplicity Wealth is paid for its services and technology. The amount of the Platform Fee assessed by Simplicity Wealth varies based upon the services an Adviser has selected and will be outlined in the Service Agreement between Simplicity Wealth and the Adviser and ranges from 0.10% to 0.60%. Platform Fees are calculated on a per account basis. Pursuant to the terms of the

Client's investment advisory agreement with its Adviser, Clients generally authorize the Custodian to deduct the Platform Fee, Model Manager Fee and other fees directly from the Client's account. Occasionally, Clients request that an invoice for the Firm's services be submitted to the Client, in which case the Client will pay the Firm directly. The Platform Fee includes investment management services comprised of Client profiling assistance, asset allocation assistance, research and evaluation of Model Managers, ongoing monitoring of Model Managers and account performance, Model Manager hiring and termination, fee billing, account rebalancing, account reporting, software, and other operational and administrative services. The Platform Fee does not include Model Manager Fees, custodial transaction fees or the Advisory fee, all of which may be separately assessed against a Client's account. It is the IAR's responsibility to clearly communicate with its Clients all fees being charged for servicing the Client's account.

Model Manager Fees

When an Adviser, IAR, or Client selects a Model Manager to invest their assets into, the Platform Fee does not include the fees for the Model Manager's services ("Model Manager Fee"). The Model Manager Fee is separate and distinct from the Platform Fee, custodial/brokerage fees as well as the Advisory Fee. Model Manager Fees vary based on the manager selected as well as the strategy implemented in the model selected. The Model Manager fee is calculated based on the account assets invested in the model. There are a variety of models to choose from. Model Manager Fees typically range from 0.00% to 1.00%. As part of its services, Simplicity Wealth will calculate and may collect all fees on behalf of the Model Manager. Simplicity Wealth will forward the fees to the appropriate parties along with the appropriate documentation related to the calculation.

Certain Model Managers may pursue an investment strategy that utilizes underlying mutual funds or exchange traded funds advised by the Model Manager or its affiliates. In such a situation, the Model Manager may receive fees from this proprietary fund for serving as the investment advisor. These fees are in addition to the management fees the Model Managers receive for the ongoing management of the Model Portfolios available through the Program. The IAR is responsible for informing Clients of the conflict of interest created by such arrangements.

Simplicity Wealth offers proprietary model portfolios. A conflict of interest exists in that Simplicity Wealth has a financial incentive to recommend its proprietary model portfolios instead of other model portfolios. Simplicity Wealth attempts to address this conflict of interest by disclosing it to clients through the Firm's Brochure, client Agreement, and/or verbally prior to or at the time of a client entering into an Agreement with Simplicity Wealth. Additionally, Simplicity Wealth has made it clear that its IARs receive no preferential treatment and/or additional compensation for selecting proprietary model portfolios over any other model portfolios. In this situation, Simplicity Wealth will not collect a Model Manager Fee for those Client accounts utilizing the proprietary model portfolios

An Adviser or IAR may wish to develop a custom model portfolio for use with their Clients. In this situation, the Adviser or IAR will not collect a Model Manager Fee for those Client accounts utilizing the custom model portfolios. Simplicity Wealth does not perform due diligence on the custom model portfolios and only facilitates trading of the custom model portfolios.

Independent Manager Fees

Independent Manager fees typically range from 0.00% to 1.00%. The Independent Manager Fee is separate and distinct from the Platform Fee, custodial/brokerage fees as well as the Advisory Fee. Independent Manager Fees vary based on the manager selected. The Independent Manager fee is calculated based on the account assets invested. It is the IAR's responsibility to clearly communicate with its Clients all fees being charged for servicing the Client's account. As part of its services, Simplicity Wealth will calculate and may collect all fees on behalf of the Independent Manager. Simplicity Wealth will forward the fees to the appropriate parties along with the appropriate documentation related to the calculation. We may receive fees from certain Independent Managers, either in the form of our advisory fee or in the form of a solicitation fee. In such instances the client is only charged one fee, either the advisory fee or solicitation fee.

Financial Planning Fee Arrangements

Depending on the complexity of your situation and needs, we may enter into a financial planning advisory arrangement whereby fees will be assessed on a fixed or hourly basis. Hourly fees are between $50 and $400 per hour while fixed fees are determined on a case-by-case basis, but generally range from $1,000 to $5,000. The fees are negotiable, and the final fee schedule will be outlined in the agreement you sign. Fees are typically paid in arrears upon completion.

However, we may choose to require up to one-half of the fee (estimated hourly or fixed) payable upon engagement with the balance generally being due upon delivery of the financial plan or completion of the agreed upon services. You may terminate your agreement without penalty within five (5) business days of signing the advisory agreement.

Generally speaking, if a client engages the firm to provide a financial plan for a fixed fee, once the plan is delivered, the firm can provide ongoing wealth management for an additional fee based on the amount of assets being managed and the complexity of planning issues.

Tax Overlay Service Fees

In the event an Adviser's Client chooses to have Simplicity Wealth provide Tax Overlay Services, the fee payable to be applied to the applicable sleeve(s) of the Client's account(s) is 0.10% per annum. This fee is in addition to any applicable Platform Fee, Advisory Fee and/or Model Manager Fee described above as well as any other additional services that a Client or the Client's Adviser may select.

Socially Responsible Investing Service Fees

In the event an Adviser's Client chooses to have Simplicity Wealth provide Socially Responsible Investing Services, the fee payable to be applied to the applicable sleeve(s) of the Client's account(s) is 0.10% per annum. This fee is in addition to any applicable Platform Fee, Advisory Fee and/or Model Manager Fee described above as well as any other additional services that a Client or Client's Adviser may select.

Index Replication Service Fees

In the event an Adviser requests Index Replication Services, the fee payable to be applied to the applicable sleeve(s) of the Client's account(s) is 0.10% per annum. This fee is in addition to any applicable Platform Fee, Advisory Fee and/or Model Manager Fee, described above as well as any other additional services that a Client or Client's Adviser may select.

Data Aggregation Fees, Software Tools Fees, and Back-Office Processing/Biling Services Fees

Any fees for Data Aggregation, Software Tools or Back-Office Processing/Billing payable by the Adviser will be detailed in the Service Agreements. These fees will vary based on the services provided.

Payment of Fees

Advisory fees are generally withdrawn directly from your account with your written authorization. Generally, our fees are paid monthly in arrears, and you may terminate your agreement with thirty (30) days' written notice. Because fees are charged in arrears, no refund policy is necessary. Fees associated with new accounts are pro-rated based on the time invested. In addition, fees associated with cash-flows (contributions and withdrawals) are pro-rated based on the timing of the cash flow. You may terminate your accounts without penalty within five (5) business days of signing the client agreement.

Platform Fees and Model Manager Fees charged are calculated as an annual percentage of the assets in the account. Advisers have the option of billing Clients on a monthly, calendar quarter or rolling three-month basis as well as the option to bill in advance or arrears. If the Adviser selects arrears billing, average daily balance is typically utilized to determine the account value for billing purposes. The fee billing arrangement selected by the Adviser will be described in the Service Agreements between Simplicity Wealth and the Adviser and will be disclosed by the Adviser to its Clients.

Model Manager Fees are subject to change at any time. It should be noted that a change in the allocation amongst the model portfolios and other assets utilized in the Client's account may change the overall total fee that will be charged to the Client's account. The Platform Fee portion of the Client's fee is based upon the initial allocation of assets in the Client's account and will be communicated to the Adviser upon implementation of the Initial Investment Strategy Allocation Form. This form must be delivered to Simplicity Wealth for the initial trades to be executed in the Client's account. Thereafter, the Adviser will receive either a monthly or quarterly fee billing statement for the Client's account which the Adviser will communicate to the Client. In the event a change in the allocation causes a change in the Client's overall fee, Simplicity Wealth will provide the Adviser with access to the Model Manager fee schedules through the portfolio allocation and proposal tools which detail the total cost associated with the Client allocation or any change in Client allocation. Delivery of such notice will be made as permitted by the Service Agreements.

The Simplicity Wealth billing system allows for flat fees, tiered fees, billing in advanced or arrears, bill calculation on end of period or average daily balances, the ability to bill on contributions or refund fees for withdrawals, to bill at the account or household level and for the direct debit of fees from Client accounts. The billing system also allows for monthly or quarterly billing, including quarterly billing on calendar quarters or rolling three-month periods.

Householding

Clients maintaining multiple accounts with Simplicity Wealth may be permitted to aggregate the balances of their accounts for the purposes of determining the total assets for calculating the annualized fee. Discounts, not generally available to our advisory Clients, may be offered to family members and friends of associated persons of our Firm.

Negotiability of Advisory Fees

Although Simplicity Wealth has established the aforementioned fee schedule(s), we retain the discretion to negotiate alternative fees on a Client-by-Client basis. We may also employ fee breakpoints based on assets under management on a Client-by-Client basis. In all cases, the final fee schedule is outlined in the agreement that you sign. There may be other third-party investment advisers and/or programs that could provide similar services to Clients at a lower cost.

<u>Please note</u> that certain "legacy clients" of Simplicity Wealth will have a fee schedule and/or billing practices that differ from those disclosed herein. Legacy clients are those clients that had a pre-existing arrangement with an IAR before that IAR became registered with Simplicity Wealth. In those instances, the specific fees and billing practices will be as described in the respective legacy client's agreement.

Clients Are Responsible for Third-Party Fees

You are responsible for the payment of all third-party fees (i.e., custodian fees, mutual fund fees, private fund fees, transaction fees, etc.). Insurance products, such as annuities, may also have associated fees and expenses. All third-party fees are separate and distinct from the fees and expenses that we charge. Please see Item 12 of this brochure regarding brokerage practices.

The Platform Fee and Model Manager Fee does not cover any charges associated with effecting securities transactions in Client accounts. Clients may also be charged for specific account services, such as ACAT transfers, electronic fund and wire transfer charges, and for other optional services elected by Clients through custodians. Accounts may be subject to transaction-based ticket charges assessed by the custodian for the purchase of certain mutual funds. Similarly, the Platform Fee and Program Fee does not cover certain non-brokerage-related fees such as individual retirement account ("IRA") trustee or custodian fees and tax-qualified retirement plan account fees and annual and termination fees for retirement accounts (such as IRAs) through custodians.

ETFs and mutual funds typically charge their shareholders various transactions and operating expense costs associated with the establishment and operation of the funds. These fees will generally include a management fee, shareholder servicing, other fund expenses, and sometimes a distribution fee. Some mutual funds are referred to as “no transaction fee” or “NTF,” however many mutual funds have additional fees. These fees can be calculated based on the number of transactions (transaction-based pricing) or amount invested in the fund (asset-based pricing). Similar fees are typically charged by private funds.

Because of differences in distribution and often lower transaction costs, total operating expense ratios for ETFs have been historically less than those for corresponding mutual funds. These separate fees and expenses are disclosed in each fund’s prospectus, which is available from the fund or we can provide it to you upon your request.

Consequently, for any type of fund investment, it is important for you to understand that you are directly and indirectly paying two levels of advisory fees and expenses: you pay one layer of fees to the fund and one layer of advisory fees and expenses to us. Generally speaking, most funds may be purchased directly, without using our services or incurring our advisory fees.

Margin Fees

Margin accounts may be utilized for certain clients where it meets their investment objectives and goals. Margin accounts are billed on the gross total asset value in the account. Margin loan balances do not reduce the billable account value. The total net value of your account is the gross value of your assets (including any accrued income) less your margin loan balance. The total gross value of your assets, and therefore the billable account value, will exceed the total net value of your account if you have a margin loan balance. By calculating our fee based on gross total asset value, we have a conflict of interest if we recommend purchases on margin because such purchases can increase our compensation. We seek to address conflicts such as this through disclosure and our suitability process.

ERISA & Prohibited Transactions

Simplicity Wealth is deemed to be a fiduciary to advisory Clients that are employee benefit plans or individual retirement accounts pursuant to the Employee Retirement Income and Securities Act ("ERISA"), and regulations under the Internal Revenue Code of 1986, respectively. As such, the Firm is subject to specific duties and obligations under ERISA and the Internal Revenue Code that include among other things, restrictions concerning certain forms of compensation. To avoid engaging in prohibited transactions, Simplicity Wealth may only charge fees for investment advice about products for which our Firm and/or our related persons do not receive any commissions or 12b-1 fees, or conversely, investment advice about products for which our Firm and/or our related persons receive commissions or 12b-1 fees, however, only when such fees are used to offset Simplicity Wealth’s advisory fees. The Firm will not charge these Clients both an investment advisory fee and a commission or 12b-1 fee for its investment.

Termination of Services

If you terminate your agreement with us, you must notify us in writing or transfer your assets from the custodian. Similarly, if you work with a separate investment advisor and you terminate that relationship, it will terminate our services as well. If we charge you in arrears, we will bill your account for the portion of time that we managed your account, and no refund of fees will be necessary.

Outside Compensation for the Sale of Insurance Products to Clients

Our advisors may accept compensation in the form of commissions and other payments associated with insurance-based products. This outside compensation is independent of the products and services offered through our firm. You can purchase these products from third-party providers (e.g., a life insurance company, or an insurance marketing organization) and we encourage you to ask about the compensation paid in connection with the sale of these products.

Fees for LifePro Clients Assigned to Simplicity Wealth
Existing advisory relationships with the clients of LifePro were assigned to Simplicity Wealth and Simplicity Wealth agreed to accept the previously contracted terms of service. While these service offerings and fees are being honored by Simplicity Wealth for previous clients of LifePro, they are not available to new clients entering into an advisory relationship with Simplicity Wealth.

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

We do not charge performance-based fees or other fees based on a share of capital gains or capital appreciation of your assets.

Item 7: Types of Clients

We generally provide investment advice and/or management supervisory services to the following types of clients:

- Individuals
- High-Net-Worth Individuals
- Defined Contribution & Defined Benefit Retirement Plans
- Corporate and Institutional Investors
- Third-party investment advisers, broker/dealers, insurance companies, banks and trust companies.

Minimum Account Size
There is no account minimum.

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

Methods of Analysis and Investment Strategies
We provide a variety of investment strategies designed for a wide range of investors with diverse wealth management objectives. The typical structure of the portfolio offerings is a “fund of funds” approach where we research and manage ETFs and mutual fund holdings, but our strategies may also include individual securities. On an ongoing basis we undertake a research process that re-evaluates the asset class selection, asset allocation, holding selection, and portfolio rebalancing needs for each investment strategy.

Asset Class Selection – Properly defining and selecting the individual asset classes that are consistent with the objectives of each strategy.

Asset Allocation – Implementing and adapting the asset class weightings as a result of each strategy’s investment research and forecasting processes.

Holding Selection – Selecting, monitoring, and replacing the specific holdings based on a disciplined process directed by the objective of each strategy.

Portfolio Rebalancing – Crafting and deploying an appropriate rebalancing approach based on the intent of each strategy.

Risks Involved with Our Investment Strategies or Financial Planning Services

Active Management Risk - This process concentrates on factors that are believed to lead to the quality and future success of particular money managers. The risks assumed are that the manager will fail to perform as expected, there is a potential for higher fees/costs and an increased probability of taxable events.

Asset Allocation Risk - The success of asset allocation depends upon the manager's ability to make decisions that will achieve an account's objectives. Asset categories may not perform as expected due to economic and market influences, both foreign and domestic, and anticipated returns may not be realized.

Commodities-Related Risks – Commodities may provide protection against inflation and/or the inability of fiat currencies to maintain their store of real value as well as increased diversification through reduced correlations relative to other asset classes. However, it is also important to understand that commodity-related investments are often highly volatile and can be significantly affected by commodity prices, world events, import controls, worldwide competition, government regulations, and economic conditions.

Credit Risk - The value of a portfolio may change in response to changes in the credit ratings of the portfolio's securities. Generally, investment risk and price volatility increase as a security's credit rating declines.

Default Risk - All bonds have some level of default risk. High Yield bonds are considered speculative and are susceptible to default or decline in value due to adverse economic and business developments.

Dilution Risks - Issuers of private placements may be required to raise additional capital. Future issuance of additional securities could dilute the ownership stakes of the issuer's then-existing owners, and there can be no assurance that the effects of such dilution will not be substantial. Additionally, any new class units that might be issued in the future may negatively impact the issuer's then-existing owners.

Emerging Markets Risk - Investments in emerging markets may be subject to a greater risk of loss than investments in more developed markets. Emerging markets may be more likely to experience inflation risk, political turmoil, and rapid changes in economic conditions than more developed markets. Emerging markets often have less consistency in accounting and reporting requirements, unreliable securities valuation and greater risk associated with custody of securities.

Equity Market Risk – Stocks have risk in that their returns and the principal invested in them is not guaranteed and they are subject to changing market conditions. Small stocks are typically more volatile than large stocks and are subject to significant price fluctuations.

Foreign Risk – Foreign investments are subject to the same risks as domestic investments and additional risks, including international trade, currency, political, regulatory, and diplomatic risks, which may affect their value. Also, foreign securities are subject to the risk that their market price may not reflect the issuer's condition because there is not sufficient publicly available information about the issuer.

Income Risk - An ETF or mutual fund's bond income may decline when interest rates fall. This decline can occur because: (1) the ETF or mutual fund must invest in lower-yielding bonds as bonds in its portfolio mature, (2) bonds in the underlying index are substituted, or (3) the ETF or mutual fund otherwise needs to purchase additional bonds.

Inflation Risk - The value of assets or income from investments may be worth less in the future as inflation decreases the value of money.

Interest Rate Risk - Portfolios may change in response to the movement of interest rates. The price of a fixed income security will generally fall when interest rates rise.

Liquidity Risk - Markets can also experience a decline in liquidity which can negatively impact exchange traded securities and increase the difficulty of selling a position. The ability to purchase or sell large positions of these securities, due to possible low trade volume, may take time.

Market Index Risk – Some investments we utilize are largely influenced by the value of the indices they track or the asset class they represent. As the index value or asset class changes in response to news and general economic conditions of domestic, international, and commodity/natural resource markets in general, so will the value of the ETF or mutual fund. This can result in a loss of your initial investment.

Municipal Bond Risks – Income from municipal bonds may be subject to the Alternative Minimum Tax (AMT), and capital appreciation from discounted bonds may be subject to state or local taxes. Capital gains are not exempt from federal income tax.

Political Risk - Government decisions may damage the value of your investments. Changes to social security, benefits law, and tax law may impact your financial decisions. Any foreign investments may be impacted by the decisions of their local governments.

Portfolio Rebalancing Risk - Depending on the rebalancing strategy implemented, long-term or short- term trading may be involved. Trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes. Short-term trading generally holds greater risk, and you should be aware that there is a material risk of loss using short-term strategies.

Privately Held (Non-publicly Traded) Investment Risks – Privately held companies typically hold more risk to the investor than publicly traded companies since they do not fall under the same regulatory requirements. Since they are not publicly traded, an active market may not readily exist, which means they can lack liquidity. They also typically have substantial fees relative to other types of investments. Additionally, investments in privately held companies or products have differing tax ramifications which can be complex in nature.

Sector Risk - When a substantial portion of assets are devoted to a particular market sector or industry, there is potentially greater volatility compared to broadly diversified strategies. A market sector or industry may underperform the market as a whole for a variety of reasons.

Tax Risks - Some of the products offered are subject to tax law that is complex and subject to varying interpretations. Moreover, the effect of existing income tax laws and possible changes in such laws will vary with the particular circumstances of each investor. You should consult with and rely on your own tax professional with respect to the possible tax consequences, including risks and advantages, of an investment.

Timing Risk - While it is likely that stocks will gain over long periods of time, this may not be the case in the short-term. If you need to protect your principal investment, timing is an important risk to consider.

Investing in securities involves a risk of loss that you, as a client, should be prepared to bear.

Risks of Specific Securities Utilized in Our Strategies

Investing in securities involves risk. Seeking to obtain higher rates of return on investments typically entails accepting higher levels of risk. We or your investment advisor will work with you to identify the balance of risks and rewards that is appropriate and comfortable for you. However, it is still your responsibility to ask questions if you do not fully understand the risks associated with any investment or investment strategy. Also, while we strive to render our best judgment on your behalf, many economic and market variables beyond our control can affect the performance of your investments and we cannot assure that your investments will be profitable or that no losses will occur in your investment portfolio.

Past performance is one consideration with respect to any investment or investment advisor, but it is not a predictor of future performance.

We will discuss with you the investment risks of the recommended securities to determine the investment objectives that will guide your portfolio selection. We will explain and answer any questions you have about these kinds of investments, which present special considerations.

Exchange Traded Fund (ETF) - ETFs are registered investment products that derive their value from a basket of securities such as stocks, bonds, commodities or indices, and are traded on market exchanges. ETFs usually trade on a secondary market at a market price that may be higher or lower than its net asset value and may not have liquidity under severe market conditions. There may be brokerage commissions associated with buying and selling ETF shares. ETFs are generally passively managed which are designed to seek the investment results that correspond to the price and yield of an index or underlying securities. Sometimes referred to as “tracking error,” expenses and other factors may affect the performance of an ETF so that the ETF’s performance does not exactly match the performance of their respective underlying indexes. However, certain ETFs are actively managed and do not just seek to passively track an index; instead, they seek to achieve a specified investment objective using an active investment strategy. The value of an ETF will fluctuate with the value of its underlying securities. Equity-based ETFs have a similar risk profile to those of equities, while fixed income-based ETFs have a risk profile that is similar to bonds.

Exchange-Traded Note (ETN) - ETNs are issued as senior, unsecured, unsubordinated debt obligations of an underlying bank or other financial institution. They are linked to the performance of an index, underlying security, or commodity. Similar to ETFs, ETNs trade on a market exchange. However, unlike ETFs, ETNs carry credit risk related to the issuer’s ability to pay back the note. This means that the market value of ETNs can be adversely affected by downgrades in the creditworthiness of the underlying issuing financial institution. In the extreme case that the issuer of the ETN goes bankrupt, you may lose your entire investment. In contrast, if an ETF were to suffer bankruptcy or close, you would usually receive cash for the market value of the basket of securities or, in the case of larger positions, you may request to take distribution of the underlying securities. While the performance of ETNs is linked to the performance of an underlying index, security, or commodity, you do not own any underlying assets.

Open-End Mutual Fund - An open-end fund is a registered investment company that does not have restrictions on the number of shares the fund can issue. Generally, open-end funds are actively managed, meaning that the portfolio manager buys and sells securities with the goal of outperforming the fund’s stated benchmark. These funds may have significant tracking error or active risk, which is the risk of fund returns deviating from the benchmark returns. Open-end fund shares are bought and sold on demand at their net asset value (NAV), which is based on the value of the fund’s underlying securities and is calculated at the end of the trading day.

When a large number of shares are redeemed, the fund may sell some of its investments to pay the investor. This may lead to liquidity risk which is caused by a lack of ready cash to properly handle shareholder transactions.

Closed-End Mutual Fund – A closed-end fund is a registered investment company that typically makes one public offering of a fixed number of shares. Thereafter, shares are traded on a secondary market. As a result, the secondary market price may be higher or lower than the closed-end fund's net asset value (NAV). If these shares trade at a price above their NAV, they are said to be trading at a premium. Conversely, if they are trading at a price below their NAV, they are said to be trading at a discount. These securities frequently trade at a discount from net asset value, which can create a risk of loss for those purchasing shares in, or shortly after, an initial public offering. Further, the portfolio managers may use leverage which can magnify losses.

Defined Outcome or Buffer Exchange Traded Fund (ETF) - Defined Outcome or Buffer ETFs are designed to provide you with exposure to a specified index, up to a return cap, as well as a defined level of downside buffer. The Outcome Period is the number of months remaining until the ETF’s buffer and cap level reset. Outcome Periods are generally 1-year and, after the conclusion of an Outcome Period, another will begin. Purchases made after an outcome period has begun may result in very different outcomes relative to the ETF’s stated investment objective. The ETFs are subject to an upside return Cap that represents the maximum percentage return you can achieve from an investment in the ETFs for the Outcome Period. If the Outcome Period has begun and the ETF has increased in value to a level near to the Cap, you may have little or no ability to achieve gains but remain vulnerable to downside risks.

Additionally, the Cap may rise or fall from one Outcome Period to the next. The Cap, and the ETF’s position relative to it, should be considered before investing. The ETFs only seek to provide those holding shares for the entire Outcome Period with the stated buffer level against index losses during the Outcome Period. You bear all losses exceeding the stated buffer level. Depending upon market conditions at the time of purchase, if you purchase shares after the Outcome Period has begun, you may lose your entire investment. These ETFs are comprised of FLEX Options which are guaranteed for settlement by the Options Clearing Corporation (OCC). In the unlikely event that the OCC becomes insolvent or is otherwise unable to meet its settlement obligations, the ETF could suffer significant losses. FLEX Options may be less liquid than standard options. In a less liquid market for the FLEX Options, the ETFs may have difficulty closing out certain FLEX Options positions at desired times and prices. The values of FLEX Options do not increase or decrease at the same rate as the reference asset and may vary due to factors other than the price of the reference asset.

Leveraged and/or Inverse ETFs for an Extended Period of Time – Most leveraged ETFs are typically designed to achieve their desired exposure on a daily (in a few cases, monthly) basis, and reset their leverage daily. A "single day" is measured from the time the leveraged ETF calculates its net asset value ("NAV") to the time of the leveraged ETF's next NAV calculation. The return of the leveraged ETF for periods longer than a single day will be the result of each day's returns compounded over the period. Due to the effect of this mathematical compounding, their performance over longer periods of time can differ significantly from the performance (or inverse performance) of their underlying index or benchmark during the same period of time. For periods longer than a single day, the leveraged ETF will lose money when the level of the Index is flat, and it is possible that the leveraged ETF will lose money even if the level of the Index rises. Longer holding periods, higher index volatility and greater leverage all exacerbate the impact of compounding on an investor's returns. During periods of higher Index volatility, the volatility of the Index may affect the leveraged ETF's return as much as or more than the return of the Index itself. Therefore, holding leveraged, inverse, and leveraged inverse ETFs for longer periods of time increases their risk due to the effects of compounding and the inherent difficulty in market timing. Leveraged ETFs are riskier than similarly benchmarked ETFs that do not use leverage. Non-traditional ETFs are volatile and not suitable for all investors. Positions in non-traditional ETFs should be monitored closely due to their volatile nature and inability to track the underlying index over an extended period of time.

Structured Product - Structured products are unsecured debt securities of an issuer that are linked to the performance of an underlying asset, such as a basket of securities or market index. As unsecured debt securities, structured products are not backed by collateral, and they are subject to the creditworthiness of the issuer to make interest payments and repay principal.

Structured products are typically the combination of a note (or other corporate bond) and a derivative (such as an option). Structured products are complex and may use advanced trading techniques such as leverage, options, futures, swaps, and other derivatives which lead to additional risks. Investing in a structured product should not be compared to investing in the underlying asset, as the features and risks may differ significantly. The structured product may not provide a return, may lose all principal invested, and/or may provide a return significantly less than what you could have received by investing directly in the underlying asset or other security. Structured products may not be appropriate for those seeking current income, as they may not pay interest or the interest they pay may vary in amount or timing. You should carefully read the offering documents and make sure you fully understand the specific terms and conditions for that product. Structured products may not be listed on a national securities exchange and a guaranteed secondary market does not exist for structured products. Issuing banks and other parties may be willing to repurchase them prior to maturity. This value appears in an account, represents an estimate of the current repurchase value and may be at a substantial discount from your original investment. Therefore, you may not be able to sell the structured product prior to maturity. Structured products are long-term investments designed to be held to maturity, at which point the issuing bank is obligated to provide a value consistent with the terms of the investment. Structured products have an uncertain tax treatment due to limited guidance. You should consult with a tax advisor prior to investing in a structured product. Market-Linked CDs (MLCDs) and Principal Protected Notes (PPNs) are two types of structured products. PPNs are not FDIC insured, whereas MLCDs are FDIC insured. FDIC coverage generally applies to the amount of invested principal only. If you hold more than the FDIC-insured limitations in deposits with the issuing bank, you will not receive the benefit of FDIC insurance for any balance in excess of FDIC limits. For more information please visit www.fdic.gov.

Real Estate Investment Trust (REIT) - A Real Estate Investment Trust (REIT) is a company or investment trust that retains diverse portfolios of real estate assets. Typically, these portfolios are sector-specific and include real estate investments related to residential, commercial, healthcare, office, and industrial property options. The risks involved with investing in REITs include the potential for excessive fees, lack of liquidity, lack of share value transparency, distributions that may come from the principal investment, and conflicts of interest related to REITs not having employees and paying external managers high transaction fees/bonuses. It is important for you to review all offering materials and discuss these products in order have a strong understanding of exactly what you are agreeing to in order to avoid these risks.

Private Placement - A Private Placement is an offering of unregistered securities to a limited pool of investors. Private placements are regulated by a series of U.S. Securities and Exchange Commission rules under Regulation D and can issue varying amounts of securities based on the type of investor they are selling them to (either accredited or non-accredited investors) without registering those securities with the SEC. When non-accredited investors are involved, issuers of private placements must disclose key information, such as financial statements, in addition to the offering documents provided. You should review these documents carefully to understand the risks, which could include but are not limited to a lack of liquidity, high transaction costs, and potential tax ramifications. Private placements are generally considered riskier investments and could expose you to the potential of full loss of principal.

Options - An option is a contract to buy or sell a specific financial product officially known as the option's underlying instrument or underlying interest. For equity options, the underlying instrument is a stock, ETF, or similar product. The contract itself is very precise. It establishes a specific price, called the strike price, at which the contract may be exercised, or acted on. It also has an expiration date. When an option expires, it no longer has value and no longer exists. Options come in two varieties, calls, and puts, and you can buy or sell either type. Call contracts will expire worthless if the underlying security closes below the strike price on expiration. Put contracts will expire worthless if the underlying security closes above the strike price on expiration. Selling a covered call may limit the upside if the underlying security closes above the strike price on expiration. Special tax rules may apply, depending on the outcome.

Item 9: Disciplinary Information

In this section of our brochure, we must inform you of all material facts regarding any legal or disciplinary events that are material to your evaluation of our firm or the integrity of our management. We have no legal or disciplinary events to disclose.

Item 10: Other Financial Industry Activities and Affiliations

Firm Affiliates

Due to common ownership, Simplicity Wealth is affiliated with: (i) Leaders Group, Inc., a broker-dealer registered with FINRA, (ii) TLG Advisors, Inc., a registered investment adviser with the SEC, (iii) CoreCap Advisors, LLC, a registered investment adviser with the SEC, (iv) CoreCap Investments, LLC, a broker-dealer registered with FINRA, and (v) various insurance marketing organizations that are wholly-owned by the Firm's direct parent, Simplicity Financial Marketing Holdings Inc. In some cases, the Firm's representatives also represent its affiliates or third parties as insurance agents, broker-dealer representatives and/or investment adviser representatives. Some of the Firm's representatives and other employees also sell insurance products, hold licenses as insurance agents of its affiliates, and represent one or more unaffiliated insurance product providers. The activities conducted by the Firm's employees as insurance agents, broker-dealer representatives and investment adviser representatives of its affiliates create certain conflicts of interest.

When the Firm's employees act in an insurance capacity as a licensed insurance agent, this relationship creates a conflict of interest because we will occasionally recommend insurance products to Clients for which a commission or other compensation is paid to such employees, when a more appropriate or less expensive product is available from an unaffiliated third party. This conflict is addressed by analyzing if the insurance product is consistent with the Client's investment objectives and financial situation without consideration of the compensation that will be earned by the employee. In addition, Clients are in no way required to act upon such recommendations.

Certain Clients use the services of the Firm's broker-dealer affiliates. In those cases, our representatives who are registered representatives of the affiliated broker-dealers will recommend securities or other products and will receive customary commissions or other compensation if such products are purchased through the affiliated broker-dealer. This relationship creates a conflict of interest because such representatives have an incentive to make recommendations for a product based on the compensation received rather than on a Client's needs.

Consistent with Simplicity Wealth's fiduciary duty, the Firm engages in the following steps to address these potential conflicts of interest:

- We ensure disclosure to clients includes the existence of all material conflicts of interest and additional advice that they are not obligated to purchase recommended investment products from our employees or affiliated companies.
- We require that our employees seek prior approval of any outside employment activity so that we may ensure that any conflicts of interests in such activities are properly addressed;
- We periodically monitor these outside employment activities to verify that any conflicts of interest continue to be properly addressed by our Firm; and

- We educate our employees regarding the responsibilities of a fiduciary, including the need for having a reasonable and independent basis for the investment advice provided to clients when serving in a sales capacity to clients.

Officers and Board Members

Some officers and board members of the Firm are also employees of various affiliates of the Firm. The Chief Compliance Officer of Simplicity Wealth, Scott Raider, is also registered with an affiliate broker-dealer, Leaders Group, Inc. The Firm's President, Erin McCann, the Firm's Chief Financial Officer and Treasurer, Mitchell Leidner, the Firm's Chief Executive Officer, Bruce Donaldson, and board member Sean Wickersham also serve as officers or board members for the affiliates of the Firm. In such capacities these individuals are not engaged in or otherwise involved in any sales activities directly involving clients.

Selection of Independent Managers

Simplicity Wealth has discretion to choose Independent Managers, acting in a sub-advisory capacity, to manage all or a portion of the client's assets. Clients will pay Simplicity Wealth its portfolio management fee in addition to the fee for Independent Manager to which it directs those clients. This relationship will be memorialized in each contract between Simplicity Wealth and each Independent Manager or client. The fees will not exceed any limit imposed by any regulatory agency. Simplicity Wealth will always act in the best interests of the client, including when determining which third-party investment adviser to recommend to clients. Simplicity Wealth will ensure that all recommended advisers are licensed, or notice filed in the states in which Simplicity Wealth is recommending them to clients.

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

As required by law, Simplicity Wealth has adopted a Code of Ethics which sets forth high ethical standards of business conduct that we require of our employees, including compliance, with applicable federal securities laws, and establishes policies and procedures to handle potential conflicts of interest that arise from providing advisory services to our Clients. Our Code of Ethics recognizes that Simplicity Wealth is a fiduciary and acts as a reminder to our employees that we owe a duty of loyalty, fairness and good faith towards our Clients, and have an obligation to adhere not only to the specific provisions of the Code of Ethics but to the general principles that guide the Code.

Our Code of Ethics includes policies and procedures for the review of quarterly securities transactions reports as well as initial and annual securities holdings reports that must be submitted by the Firm's access persons. Among other things, our Code of Ethics also requires the prior approval of any acquisition of certain securities. Simplicity Wealth's Code of Ethics further includes the Firm's policy prohibiting the use of material non-public information. These processes help to address the conflicts of interest described below.

A copy of our Code of Ethics is available to our advisory Clients and prospective Clients. You may request a copy by email sent to wealth.compliance@simplicitygroup.com

From time to time, employees of Simplicity Wealth may buy or sell securities for themselves that they also recommend to Clients or Advisers through model portfolios. This may provide an opportunity for representatives of Simplicity Wealth to buy or sell the same securities before or after trading the same securities in models resulting in profiting off the transaction execution. Such transactions may create a conflict of interest. Simplicity Wealth will seek to never engage in trading that operates to the disadvantage of Clients or Advisers if employees of Simplicity Wealth buy or sell securities at or around the same time as clients. With the exception of certain persons, Simplicity Wealth's employees are not aware of the totality of orders for any day or when model portfolios rebalance. Generally, the voluminous amount of orders are significant enough to help mitigate the conflict itself as multiple transactions execute simultaneously in which the timing of each trade would make it difficult for an individual employee to benefit from buying and selling securities for themselves that are also recommended to Clients or Advisers.

Item 12: Brokerage Practices

When you engage us for our portfolio management services, we generally require that you establish an account at Charles Schwab, Fidelity or IPX to use their custody, brokerage, and clearing services. These custodians are qualified to hold your assets and offer services to independent investment advisors, which include custody of securities, trade execution, and clearance and settlement of transactions. We ask that you give us written directions in our agreement to use one of these custodians for your account(s). Additionally, while we may recommend a custodian to you, you will make the final selection and open your account with them by entering into a separate account agreement directly with them. We do not open the account for you, although we may assist you with the paperwork in doing so. Even though your account is maintained with them, we will have discretion to use them or other brokers to execute trades for your account as described below.

Factors Used to Select Custodians and/or Broker-Dealers

We seek to use a custodian who will hold your assets and execute transactions on terms that, overall, aim to be beneficial when compared to other available service providers. We consider a wide range of factors, including, but not limited to:

- Combination of transaction execution and asset custody services (generally without a separate fee for custody).
- Capability to execute, clear, and settle trades (buy and sell securities for your account)
- Capability to facilitate transfers and payments to and from accounts (wire transfers, check requests, bill payment, etc.).
- Breadth of available investment products (stocks, bonds, mutual funds, ETFs, etc.).
- Availability of investment research and tools that assist us in making investment decisions. These include recent news, graphs, charts, historical earnings data, balance sheet data, estimates of future earnings, and other information.
- Quality of services, including additional reports that include gains and losses (both realized and unrealized).
- Competitiveness of the price of services (commission rates, margin interest rates, other fees, etc.) and willingness to negotiate the prices. We believe the brokerage services from our custodial partners are competitive with comparable firms for comparable services.
- Reputation, financial strength, and stability.
- Prior service to us and our other clients.
- Availability of other products and services that benefit us, as discussed below (see “Products and Services Available to Us”).

Brokerage and Custody Costs

For our direct clients who have accounts at one of the custodians, they do not charge you separately for custody services, but are paid by charging you commissions or other fees on trades that they execute or that settle in your account. We negotiate our commission rates with them on behalf of all our clients and not with respect to any specific client. While these commission rates may be higher than available from other discount and online brokers, we believe that the additional services and investment reports provided are of more value to us and our clients than with the lower priced alternatives that provide fewer services. Therefore, we have custodians execute most individual securities trades for your account. We also use these custodians for most ETF and mutual fund transactions because they provide a wide array of no-load or institutional class mutual fund shares with no transaction costs to our clients.

While it is our objective to obtain the lowest transaction costs possible for our clients, due to some account or asset transfer processes it is possible for clients to be charged transaction costs that exceed the amount of the transaction itself. In an effort to prevent these egregious fees to our clients we maintain a policy that enforces a procedure by which transactions such as these are flagged for review in order to properly reverse or reduce these costs. Generally, we have determined that having our custodians execute most trades is consistent with our duty to seek “best execution” of your trades. Best execution seeks to use the most favorable terms for a transaction based on all relevant factors, including those listed above in the section titled, “Factors Used to Select Custodians and/or Broker-Dealers.”

In certain situations, the use of margin access through the custodian may be approved by us. In these cases, additional fees and interest on margin account balances may apply. These fees and interest costs are separate and independent from any fees charged by or paid to Simplicity Wealth. We receive no additional direct compensation as a result of any client’s use of margin access at their custodian. There are risks involved with utilizing margin access including a potential drop in the underlying security value which will force the client to deposit additional cash or securities to cover the maintenance margin call issued by the custodian. A custodian has the right to increase the minimum amount required in a margin account, sell your securities without notice or sue you if a margin call is not fulfilled. The use of margin is most suitable for sophisticated investors with a thorough understanding of the risks and requirements involved.

Clients Directing Which Broker/Custodian to Use

In some rare circumstances, it may make sense for a client to use an outside broker/custodian. Directing us to use a specific brokerage firm could, in some transactions, result in higher commissions and charges where we might otherwise go directly to a market maker in the security. However, by limiting the number of brokerage firms we regularly work with, we look to create efficiencies that help lower fees.

Products and Services Available to Us

We reserve the right to receive the benefits of investment research and related services because our clients use our custodians for their brokerage transactions and custodial services. All of these services are research and client account-related and provided by our custodians on an unsolicited basis. The research services made available may be used to benefit all clients’ accounts, as well as our personal and proprietary accounts, which are not tied to a specific account’s brokerage activity or commission level achieved. We also do not receive referrals from brokers in exchange for recommending their services to our clients.

We do not currently have or intend to enter into any contractual third-party soft-dollar arrangements; for example, where we commit to place a specific level of brokerage commissions with a specific firm and in return the broker pays for various research-related products or services for us that are generally available for cash purchase.

As a part of our efforts to obtain best execution, Simplicity Wealth will perform block trades where possible and when advantageous to Clients. The blocking of trades permits the trading of aggregate blocks of securities composed of assets from multiple Client accounts, so long as transaction costs are shared equally and on a pro-rated basis between all accounts included in any such block. Block trading may allow us to execute equity trades in a timelier, more equitable manner, at an average share price. Simplicity Wealth will typically aggregate trades among Clients whose accounts can be traded at a given broker or custodian. In all instances in which the Firm engages in block trading, consistent with our fiduciary duty, we equitably allocate investment opportunities and trades among all participating client accounts.

Item 13: Review of Accounts

Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

We, or the selected Independent Manager, will review and may rebalance each account to ensure that the allocation does not drift substantially from the model allocation. Our IARs review your accounts at least annually. These individuals are instructed to review your investments based on your investment policies and risk tolerance levels. All our clients are assigned to these reviewers. All financial planning accounts are reviewed upon financial plan creation and plan delivery by the IAR of the firm. For ongoing financial planning engagements, accounts will be reviewed annually.

Factors That Will Trigger a Non-Periodic Review of Client Accounts
Reviews may be triggered by material market, economic, or political events, or when requested by you due to changes in your financial situation (such as retirement, termination of employment, physical move, or inheritance).

Content and Frequency of Regular Reports Provided to Clients
Clients receiving our discretionary investment management services will be delivered reports from the custodian on a monthly or quarterly basis. This is a written report that details your account including transactions, fees and commissions, assets held and asset value.

Clients that enter into financial planning engagements with us may be provided with a financial plan or written report based on the scope of the financial planning relationship and services.

Generally, after the delivery of the financial planning services, there are no further reports provided to you. You may request additional plans or reports for an additional planning fee.

Item 14: Client Referrals and Other Compensation

Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)
Simplicity Wealth does not receive any economic benefit, directly or indirectly from any third party for advice rendered to Simplicity Wealth clients.

Compensation to Non – Advisory Personnel for Client Referrals
We have arrangements to compensate third parties to make solicitations on our behalf. Simplicity Wealth is aware of the special considerations promulgated pursuant to Rule 206(4)-1 under the Investment Advisors Act of 1940, and any comparable state regulations. Solicitation activities with a Client or prospective Client will conform to the requirements under the applicable rules.

Item 15: Custody
Custody, as it applies to investment advisors, has been defined by regulators as having access or control over client funds and/or securities. In other words, custody is not limited to physically holding client funds and securities. If an investment advisor has the ability to access or control client funds or securities, the investment advisor is deemed to have custody and must ensure proper procedures are implemented.

We previously disclosed in the Item 5: Fees and Compensation that our Firm directly debits advisory fees from Client accounts. Pursuant to the Investment Advisers Act of 1940, the Firm is deemed to have limited custody of client funds because we have the authority and ability to debit our fees directly from the accounts of those Clients receiving our services. Custody is defined as any legal or actual ability by the firm to withdraw client funds or securities. However, the authority to debit our fees directly from Client accounts is the only form of custody that we will maintain.

Simplicity Wealth is not required to comply with surprise audit requirements of the Custody Rule. All assets of client accounts are required to be held at a third-party qualified custodian. Neither the Firm nor any of its affiliates are a qualified custodian. The designated qualified custodian holds all client account assets and will provide each Client an account statement not less than quarterly showing all account activity, including the amounts disbursed from the account to Simplicity Wealth. In addition, Simplicity Wealth will provide each Adviser and each custodian a bill showing the amount of the fee and the way in which it was calculated. Because the custodian does not calculate the amount of the fee to be deducted, it is important for Clients to carefully review their custodial statements to verify the accuracy of the calculation, among other things. Clients should contact us directly if they believe there may be an error in their statement.

We urge Clients to carefully compare the information provided on statements to ensure that all account transactions, holdings and values are correct and current.

Item 16: Investment Discretion

When providing asset management services, we maintain trading authorization over your account and can provide management services on a discretionary basis. When discretionary authority is granted, we will have the authority to determine the type of securities and the amount of securities that can be bought or sold for your portfolio without obtaining your consent for each transaction.

You may also grant us discretionary authority to establish and/or terminate a relationship with Independent Managers for purposes of managing the account or a portion of the account. In this situation, you will grant the Independent Manager selected by us with the discretionary authority (in the sole discretion of the Independent Manager without first consulting with you) to make all decisions to buy, sell or hold securities, cash or other investments for such portion of the account managed by the Independent Manager.

If your account is managed on a discretionary basis, discretionary authority is granted in writing from you at the beginning of our advisory relationship in the agreement you sign. Also, you will sign an agreement with your custodian which generally includes a limited power of attorney granting the necessary authority to direct and implement the investment and reinvestment of the assets in your account but restricts our ability or the Independent Manager's ability (if applicable) to direct the assets outside of your account.

You will have the ability to place reasonable restrictions on the types of investments that may be purchased in your account. You may also place reasonable limitations on the discretionary power granted to us so long as the limitations are specifically set forth or included as an attachment to the client agreement.

If you decide to grant trading authorization on a non-discretionary basis, we will be required to contact you prior to implementing changes in your account. Therefore, you will be contacted and required to accept or reject our investment recommendations including:

- The security being recommended
- The number of shares or units
- Whether to buy or sell

Once the above factors are agreed upon, we will be responsible for making decisions regarding the timing of buying or selling an investment and the price at which the investment is bought or sold. If your accounts are managed on a non-discretionary basis, you need to know that if we are not able to reach you or you are slow to respond to our request, it can have an adverse impact on the timing of trade implementations, and we may not achieve the desired trading price.

Item 17: Voting Client Securities

We do not vote proxies. Your custodian will forward proxy voting materials directly to you. We recommend that you direct all questions on these materials to the issuer of the security.

Item 18: Financial Information

We are required to provide you with certain financial information or disclosures about our financial condition if we have financial commitments that impair our ability to meet contractual and fiduciary commitments to our clients. We have not been the subject of a bankruptcy proceeding and do not have any financial commitments that would impair our ability to meet any contractual or fiduciary commitments to you.