

**WealthVisors LLC**

CLIENT AGREEMENTS

Effective November 2, 2018

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## WealthVisors

This document compiles the distinct agreements and other materials that establish and govern the Client Relationship with WEALTHVISORS LLC. Please read these documents thoroughly and preserve them for future reference.

To become a client of WEALTHVISORS LLC, you consent to the following agreements (the “Agreements”) and agree to be legally bound by their terms and conditions.

YOU MUST READ AND EXAMINE THE AGREEMENTS ENTIRELY AND CONTACT WEALTHVISORS LLC WITH ANY QUESTIONS YOU MAY HAVE BEFORE BECOMING A CLIENT. ELECTRONIC SIGNATURES OR CLICKING TO ACCEPT HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF SUCH AGREEMENTS.

**WEALTHVISORS**

FIRM BROCHURE

# PART 2A OF FORM ADV

## WEALTHVISORS LLC

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This firm brochure (“brochure”) provides information about the qualifications and business practices of WealthVisors LLC. If you have any questions about the contents of this brochure, please contact us at (888) 285-9580 or by e-mail at [info@wealthvisors.com](mailto:info@wealthvisors.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.

Any reference to the advisory services refers to WealthVisors LLC. Registration as a Registered Investment Adviser (RIA) does not imply a certain level of skill or training.

Additional information about WealthVisors LLC is also available on the SEC’s website [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) or WealthVisors’ website at [www.wealthvisors.com](http://www.wealthvisors.com).

November 2, 2018

## Item 2 | **Material Changes**

This is the first Form ADV Part 2A brochure published since the inception of WealthVisors LLC.

There are no material changes to report at this time.

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## Item 4 | **Advisory Business**

### **General Description of Advisory Firm**

WEALTHVISORS LLC is a Virginia limited liability company newly formed in 2018, and is referred to as “WealthVisors,” “WV,” and “Investment Advisor” within this brochure. The principal control person of our firm is Tyler Chianelli, who serves as the Chief Investment Officer and Chief Compliance Officer.

WealthVisors LLC is a wholly owned subsidiary of Wealth Interests, LLC (Wealth Interests). Wealth Interests is a Virginia limited liability company formed in 2018 and acts as the holding company for WealthVisors. Tyler Chianelli is the sole member and 100% owner of Wealth Interests, LLC.

WealthVisors provides portfolio management services to its clients (individually, a “Client”). We provide discretionary investment advisory services to separately managed accounts and charge one all-inclusive fee for these services. WV tailors its investment advisory services to the individual needs of the client. A majority of our investment advisory services are performed on a discretionary basis in accordance with the client’s “My Investor Plan™” that is mutually developed at inception. Clients are permitted to enforce restrictions on the Investment Advisor of not trading certain securities or asset classes upon commencement of the relationship and these conditions will be included in the client’s “Individual Investor Analysis” to formulate the client’s *My Investor Plan™*.

**Assets under Management:** WealthVisors currently does not manage any assets on a discretionary basis.

### **Advisory Services**

WealthVisors offers ongoing portfolio management services on a discretionary basis, to private individuals and institutional clients, such as corporations, charitable organizations, trusts, partnerships, and pension plans.

#### ***Portfolio Management Services***

WealthVisors conducts an Individual Investor Analysis, which summarizes the client’s current financial situation (income, tax levels, investment capital, and risk tolerance) and then develops a plan (My Investor Plan) to assist in the selection of a portfolio that matches each client’s specific circumstance. Our portfolio management services include, but are not limited to:

- » Conduct Individual Investor Analysis and develop investment strategy
- » Ongoing discretionary investment management
- » Quarterly portfolio rebalancing
- » Regular portfolio monitoring
- » Tax optimization and tax loss harvesting, as applicable
- » Access to designated licensed financial advisor(s)
- » Portfolio personalization, as applicable
- » Derivative trading strategies, as applicable
- » U.S. equity portfolio distribution, as applicable
- » Implementation of the client’s *My Investor Plan*

WealthVisors provides investment advisory services based on each client’s individual financial situation often confirmed by accounts that clients have linked through WealthVisors’ financial aggregation service. In addition,

WealthVisors will obtain detailed information regarding personal circumstances such as age, investment time horizon, risk tolerance, expectations, goals, investment restrictions, experience, income situation, and other investor suitability measures to build a custom investment plan tailored to the client.

Clients can engage WealthVisors to manage all or a portion of their assets on a discretionary basis. As detailed in Item 5, WV primarily allocates client assets among different passive and active investment strategies through our two core human advisory services: *WEALTHVISOR® Signature* and *OPTIONVISOR™ Specialized*. These may take the form of long-short, long-only or other trading strategies based on the client's investment objectives and risk profile. Strategies implemented by WealthVisors are primarily comprised of individual equity securities, mutual funds, bonds or exchange traded funds ("ETFs"). Our firm's value proposition comes from our intrinsic ability to manage risk more intuitively by utilizing equity and index options to help protect and diversify our client's investment portfolios in all types of market conditions.

## **WEALTHVISOR SIGNATURE**

The *WealthVisor Signature* investment advisory service ensures our clients receive the utmost care and protection when it comes to their portfolio. We predominately allocate a variety of ETFs, bonds, mutual funds, and individual equities within the capacity of this service. We thoroughly assess a client's risk tolerance, financial situation, and long-term goals to build a tailored "My Investor Plan" for each advisory client. In addition, we implement:

- » Continuous discretionary investment management and the execution of all trades
- » Regular account monitoring and portfolio rebalancing as needed
- » Financial tools, resources, and education accessible inside the *MyWealthVisors* online portal
- » Complimentary access to our *WealthVisors Pro* financial planning subscription service
- » Personalizing investment portfolios based on individual preferences and circumstances
- » Access to licensed financial advisors for continuous advisory guidance
- » Implementation and annual updates to the client's comprehensive *My Investor Plan*

## **OPTIONVISOR SPECIALIZED**

The *OptionVisor Specialized* investment advisory service is available for the more sophisticated investor looking to achieve increased levels of investment advisory in their portfolio using derivative strategies. This elite portfolio management service includes all the same core benefits listed in our *WealthVisor Signature* service but adds equity and index options in a client's portfolio.

**The main options trading and investment strategies interlaced in this specialized service include:**

- » Selling covered calls
- » "Legging into" and "rolling out" covered calls
- » Selling cash-secured puts
- » Purchasing long-term calls or puts (LEAPS)
- » Defined-risk debit trades such as vertical spreads, time spreads, straddles and strangles
- » Scaling into and out of positions as part of a prudent money management plan
- » Advanced rolling, legging, and hedging techniques on long or short equity or index positions

The primary focus of the *OptionVisor Specialized* investment advisory service is to increase the client's odds for success through high-probability options trading strategies, option Greeks analysis, and building positions with positive Theta decay (making money from the passage of time by selling option premium).

Although a majority of the derivative strategies we implement involve selling option premium, there are other defined-risk option debit strategies (as listed above) that we utilize within the scope of this advisory service. The goal of *OptionVisor* is to help our clients maximize gains by selling short-term option premium while minimizing capital exposure using options to hedge positions and diversify risk. The trading methods we deploy within the scope of this service will vary depending on each client's risk profile and underlying objectives.

### ***Separately Managed Accounts***

WealthVisors may also serve as the investment advisor for individual separately managed accounts (SMAs). A client might have multiple investment accounts, and may choose to have WealthVisors manage one or all of these accounts. Offering SMAs allows us to manage a segmented investment portfolio inside a client's total wealth management landscape. Separately managed accounts can best serve the client by using a multitude of trading strategies in all or a portion of a client's portfolio that derive from our *WealthVisor Signature* and *OptionVisor Specialized* investment advisory services. The goal of SMA management is to implement the client's *My Investor Plan* to our fullest potential. All separately managed accounts are held in custody with independent third party qualified custodians.

## **Financial Planning and Consulting Services**

If financial planning and consulting services are needed, the client will compensate WealthVisors per a transactional fee schedule as outlined in the "Fees and Compensation" section of this brochure. Services may include but are not limited to analysis of investment portfolio, retirement planning, estate and succession planning, insurance preparation, personal financial planning, investment allocation strategies, and cash flow analysis. If a conflict of interest emerges between the interests of the investment advisor and the interests of the client, the client is under no commitment to act upon the investment advisor's advice. If the client elects to implement any of the recommendations, the client is under no obligation to conduct the business activity through WealthVisors.

### ***Financial Advisory Consulting - Hourly Service:***

For self-directed traders and investors, or clients of WealthVisors looking for one-on-one consulting with one of our professional advisors, we offer our tailored services on an hourly basis to discuss any of the following:

- » Detailed Market Commentary
- » Individual Security Analysis
- » Trade Strategy Review
- » Option Chain Analysis
- » Position Refinement
- » Portfolio Rebalancing
- » Watchlist Development
- » Asset Allocation Assessments

Our financial advisory consulting service is carried out by our qualified licensed investment advisors that are capable in resolving any other questions or concerns you may have in the world of trading or investing.

## **My Investor Plan - Comprehensive Financial Planning Service:**

We know each of our clients is unique. We all have different goals and objectives to consider on our financial journey, but all of our clients should have one thing in common – a destination. That is why we have developed My Investor Plan™ – a comprehensive financial planning solution that includes:

- » A thorough review of your current financial situation
- » A discussion and understanding of your long-term financial goals and objectives
- » Determining your risk tolerance, time horizons and existing investments
- » The development of a detailed plan including all financial products and strategies required to take you from where you are today to where you need to be in the future

One of the benefits of our *My Investor Plan* service is that you get a 100% personally tailored comprehensive financial plan that will encompass all the necessary and relevant aspects of your economic well being. Our plan will involve the use of financial strategies in several areas specific to your life situation and goals such as:

- » Retirement planning
- » Cash flow analysis
- » College planning
- » Tax management
- » Estate needs
- » Income goals
- » Risk management
- » Debt structure
- » Insurance planning

One of our Licensed Financial Advisors will spend about a week working with you to gather information before investigating all options suitable to you before putting everything together in an elegant package that you can take with you forever.

## **WealthVisors Pro - Professional Financial Consulting Program:**

WealthVisors also offers an ongoing professional financial consulting program called *WealthVisors Pro* (WVP) that is delivered through our secure <https://Pro.WealthVisors.com> online portal. This program is available for a flat annual fee detailed under the 'Fees and Compensation' section of this brochure. Clients of WealthVisors' WVP have access to the following:

- » Development of a simplified version of *My Investor Plan* including a cash flow analysis and basic budget
- » Guidance with current debt and setting up an actionable plan to pay off loans
- » Assistance with investment asset selections and allocation of employer retirement plan account(s)
- » Unlimited access to educational videos and material relating to self-directed trading and investing
- » Insurance analysis with access to qualified third-party vendors
- » Recommended personal investment strategies based on your individual *My Investor Score*
- » Investment calculators and assessment guides to help determine suitable investments

- » Annual review meeting to discuss changes and updates to your financial situation
- » Reduced fee by the annual subscription cost if a full comprehensive *My Investor Plan* needs to be developed

The *WealthVisors Pro* financial planning and consulting program will continue each year unless canceled in writing by either party.

## **MyWealthVisors Portal**

For no additional fees to the investor, WealthVisors offers investment resources through our secure <https://My.WealthVisors.com> online portal (“*MyWealthVisors*”). Every “User” must go through our web-based “Investor Suitability Questionnaire” to determine prudent investor risk tolerance requirements before ever having the ability to receive investment help from us. After a user goes through the Investor Questionnaire, our algorithms segment each user with our proprietary *My Investor Score*<sup>™</sup> technology that associates a quantitative numerical value between 1 and 100. This process helps us determine where a user fits into our risk management parameters and then automatically segments the individual into the most appropriate sample investment portfolio. WealthVisors designates the relevant “model” portfolio(s) to users from our collection of tailored “*simplefolios*<sup>™</sup>” that are segmented by risk tolerance.

In addition to offering pre-designed model portfolios, we showcase relevant financial education that applies to a user’s specific risk profile, provide a sample wealth analysis to help users gauge where they stand in reaching their retirement goals, and showcase an example investment plan. Users can schedule a consultation call with one of our licensed financial advisors to learn more about our services and the steps in becoming an advisory client, if desired. The *MyWealthVisors* portal includes, but is not limited to, the following:

- » Sample Individual Investor Analysis that is referred to as *My Investor Plan*<sup>™</sup>
- » Relevant financial articles and videos in the field of personal finance, investing, retirement planning, options trading, and current market commentaries
- » Segmentation into one or more of our *simplefolios*<sup>™</sup> based off a user’s *My Investor Score*<sup>™</sup>
- » Showcase a sample cash flow analysis specified as *My Wealth Analysis*<sup>™</sup>
- » Individual investment examples that fall within the user’s *My Investor Score*<sup>™</sup> and segmented *simplefolio(s)*<sup>™</sup>

Users are not clients and do not pay investment advisory fees to WealthVisors as our firm does not manage a user’s assets or offer financial planning advice.

WV does not have any discretion over a user’s brokerage accounts. Users can purchase one-time investment plans, hourly financial advisory consulting services, and our ongoing financial planning program by signing a Financial Consulting Services Agreement and becoming a client of WealthVisors.

## **Seminars and Workshops**

WealthVisors conducts seminars and workshops to educate the public on different types of investments and the various services available. The workshops are educational in nature, and there is no specific investment or tax advice provided. Since WV does not charge a fee to attend any of these instructional seminars, this service is not listed in “Item 5” below – where all the fees and compensation are listed regarding our service offerings.

## **Wrap Fee Program**

WealthVisors does not participate in wrap fee programs.

## Item 5 | Fees and Compensation

WealthVisors bases its fees on a percentage of assets under management for portfolio management services. For financial consulting and planning services, WealthVisors is compensated via hourly fees, one-time transactional costs and subscription-based fees.

### Portfolio Management

WealthVisors enters into a written Investment Advisory Agreement with its clients utilizing portfolio management services. The final fee schedule is attached to each client's Investment Advisory Agreement.

WealthVisors charges a single annual fee based on the value of the client's total assets under management (AUM) with the firm. The single fee includes portfolio management, executing trades, and ongoing investment advisory services. The fee is calculated by the closing market value of the client's AUM on the last day of the preceding calendar month. For partial months, fees are prorated for only the days in the prior month of which WV managed the investment account (or accounts).

WealthVisors reserves the right to reduce its advisory fee at its discretion, including for promotional events that may result in complementary or reduced advisory charges for new clients, or to our current clients in exchange for referrals. The fee rate also has been decreased for personnel (including employees and consultants) of WEALTHVISORS LLC and its affiliates. These reductions may apply to members of the same households. All fee errors will be corrected immediately upon discovery, and any mistakes over \$10 will be communicated to the client in writing.

### WEALTHVISOR SIGNATURE

The direct fee structure for our *WealthVisor Signature* investment advisory service is:

\$100,000–\$499,999	\$500,000–\$999,999	\$1,00,000–\$1,999,999	\$2,000,000–\$4,999,999	\$5,000,000+
1.25%	1.00%	0.90%	0.80%	0.70%

**How Fees are Paid:** All fees for this service are automatically deducted from the client's brokerage account with the client's prior written authorization per the Investment Advisory Agreement.

**When Fees are Due:** *WealthVisor Signature* fees are due on the 10th day of each month for the prior month's investment services that were rendered.

**Are Fees Negotiable:** Fees for our *WealthVisor Signature* are non-negotiable but may be discounted at the firm's sole discretion under individual client needs and/or circumstances.

**Refunds and Termination:** Refunds are not applicable for our *WealthVisor Signature* investment advisory service. Either party can terminate the Investment Advisory Agreement without penalty by providing thirty days' written notice. The client may also cancel the Investment Advisory Agreement within five days of receiving our Firm Brochure: ADV Part 2A and/or entering into the written agreement.

## OPTIONVISOR SPECIALIZED

The direct fee structure for our *OptionVisor Specialized* investment service is:

\$250,000–\$499,999	\$500,000–\$999,999	\$1,000,000–\$1,999,999	\$2,000,000–\$4,999,999	\$5,000,000+
2.50%	2.25%	2.00%	1.75%	1.50%

Clients of the *OptionVisor Specialized* advisory service that have under \$1,000,000 of AUM incur associated fees that are greater than the industry standard of 2%.

The higher fee schedule correlated with this specific service is due to the intricate nature of options trading and the increased level of time associated with executing derivative trades, monitoring and rolling open positions, conducting scans for suitable investment recommendations, performing detailed trade analysis, and analyzing option chain details on existing and future securities.

**How Fees are Paid:** All fees for the *OptionVisor Specialized* service are automatically deducted from the client's brokerage account with the client's prior written authorization per the Investment Advisory Agreement.

**When Fees are Due:** *OptionVisor Specialized* fees are due on the 10th day of each month for the prior month's investment services that were effected.

**Are Fees Negotiable:** Fees for our *OptionVisor Specialized* service are non-negotiable but may be discounted at the firm's sole discretion under individual client needs and/or circumstances.

**Refunds and Termination:** Refunds are not applicable for the *OptionVisor Specialized* advisory service. Either party can terminate the Investment Advisory Agreement without penalty by providing thirty days' written notice. The client may also cancel the Investment Advisory Agreement within five days of receiving our Firm Brochure: ADV Part 2A and/or entering into the written agreement.

### **Payment of Portfolio Management Fees**

Advisory fees for our two portfolio management services are calculated on a monthly basis and deducted directly from the client's brokerage account with prior client written authorization per the Investment Advisory Agreement.

Fees are withdrawn on the 10th day of each month for the advisory services carried out in the preceding month. If sufficient funds are not available to pay such fees, securities in an amount equal to the balance of unpaid fees will be liquidated to pay for the balance due.

Clients that utilize portfolio management services provide written authority to have WealthVisors deduct the advisory fee directly from the client's investment account, and client's securities may be subject to liquidation to satisfy fees owed.

## Financial Planning and Consulting Services

### **Financial Advisory Consulting - Hourly Service:**

Clients utilizing our *Financial Advisory Consulting Hourly Service* enter into a Financial Consulting Services Agreement (“the Agreement”) with WEALTHVISORS LLC before services are rendered.

**Direct Service Fee:** Our financial advisory consulting service is a flat \$300 per hour cost.

**How Fees are Paid:** The fee can be paid via credit card, check, cash, wire transfer or as a direct deduction from the client’s brokerage account with the client’s prior written authorization.

**When Fees are Due:** Payable and due after services are rendered to the client as arrears.

**Are Fees Negotiable:** Fees are non-negotiable but may be discounted at the firm’s sole discretion.

**Refunds and Termination:** Refunds are not granted for hourly financial consulting services and either party can terminate the Agreement by providing notice in writing.

### **My Investor Plan - Comprehensive Financial Planning Service:**

Clients utilizing our *Comprehensive Financial Planning Service* enter into a Financial Consulting Services Agreement (“the Agreement”) with WEALTHVISORS LLC before any services are effected.

**Direct Service Fee:** The cost to have a comprehensive *My Investor Plan* developed is a one-time fee of \$1500.

**How Fees are Paid:** The fee can be paid via credit card, check, cash, wire transfer or as a direct deduction from the client’s brokerage account with the client’s prior written authorization.

**When Fees are Due:** A fee of \$500 (the “deposit”) is payable upon commencement of starting the client’s *My Investor Plan*. The remaining \$1000 is due as arrears once services are completed and the full plan is delivered to the client.

**Are Fees Negotiable:** Fees for this service are non-negotiable, however the cost may be discounted at the firm’s sole discretion through various incentive programs that are offered.

**Refunds and Termination:** If the client is not satisfied with the outcome of this service, WealthVisors will grant a 50% partial refund on the entire purchase price of the *My Investor Plan*. A client may terminate the Agreement and receive a full refund of the \$500 deposit by proving the Investment Advisor with written notice within five days of receiving the WealthVisors - Form ADV Part 2A: Firm Brochure.

### **WealthVisors Pro - Professional Financial Consulting Program:**

Clients that make use of our *Professional Financial Consulting Program* enter into a Financial Consulting Subscription Agreement with WEALTHVISORS LLC before any services are effected.

**Direct Service Fee:** The *WealthVisors Pro* financial planning and consulting subscription program originates with a setup fee, which varies from \$0 to \$300, and an annual recurring fee, which ranges from \$400 to \$800. WV may change the price of the setup fee or the annual recurring fee depending on the condition of our financial technology platform and/or based on different incentive programs that we offer.

**How Fees are Paid:** Fees for the *WealthVisors Pro* subscription can be paid using a credit or debit card or as a direct deduction from the client's brokerage account with the client's prior written consent.

**When Fees are Due:** The setup fee is payable and due immediately, together with the execution of the Subscription Agreement. Our annual recurring fee is due and payable on the first day of each annual period, as outlined in the Subscription Agreement.

**Are Fees Negotiable:** Fees for WVP are non-negotiable, however at WealthVisors' sole discretion, the setup fee, yearly recurring fee, or both, may be waived periodically or discounted based on various incentive programs and/or individual client needs or circumstances.

**Refunds and Termination:** Paid but unearned fees are refunded on a pro-rated basis. In the first year of service, 100% of the setup fee and 50% of the annual recurring fee shall be considered earned upon transmission of the simplified version of the *My Investor Plan* to the client. Clients can terminate their subscription by providing written notice to WealthVisors.

### ***My WealthVisors Portal***

The *My WealthVisors Portal* is our complimentary service that is furnished to individuals that go through and submit our detailed online Investor Questionnaire. In exchange for one's personal information, a secure "User" account is created where people are able to learn more about WealthVisors' services, determine one's *My Investor Score*, view a sample model portfolio that is relevant to a user's risk tolerance, receive free financial education, setup phone consultations, and have the ability to purchase any of the aforementioned financial planning or consulting services if deemed necessary by the user. There is no direct fee associated with this service and users can terminate their account inside the <https://My.WealthVisors.com> portal at anytime.

## **Other Fees and Expenses**

All fees paid to WealthVisors, for portfolio management and financial planning or consulting services are separate and distinct from the costs and expenses charged by pooled investment vehicles, such as exchange-traded funds, mutual funds, closed-end investment companies or other managed investments to their investors. The specific fees and expenses are described in each fund's prospectus or governing documents. There may be additional costs assessed, that are not included in the advisory services fees, such as costs associated with exchanging currencies, wire transfer fees, or other fees required by law. These fees are out of WealthVisors' control and are the sole responsibility of the client.

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

WealthVisors does not charge performance-based fees (e.g. fees calculated based on a share of capital gains or capital appreciation on managed assets by the Investment Advisor). Some investment advisors experience conflicts of interest in connection with the side-by-side management of accounts with different fee schedules, however these conflicts are not applicable to our firm. Client fees are solely based off the total assets under management with WealthVisors.

## Item 7 | **Types of Clients**

WealthVisors primarily provides investment advisory services to:

- » Individuals
- » High-net worth individuals
- » Family offices
- » Profit sharing plans
- » Charitable organizations
- » Corporations and other business entities
- » Investment companies

WealthVisors has a minimum relationship size of \$100,000. The minimum values may be reduced or waived at WealthVisors LLC's discretion.

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

### **Methods of Analysis**

WealthVisors' methods of analysis consist of fundamental research on securities, technical analysis and cyclical examination. Investing in securities involves risk of loss that clients should be prepared to bear. Past performance is not indicative of future results nor a guarantee of future returns.

Our firm's core expertise is the ability to assess fundamental appeal of industries and companies based upon their growth trajectory, profit potential, valuation characteristics and financial worthiness. When combining these components into a valuation method centralized around earnings and recurring cash flow, we make conclusions in the most desirable securities to invest in using a calculated risk/reward methodology. WVs' approach is derived from the analysis of a company's financial statements, and the screening of securities using valuation formulas and proprietary trade scans. WealthVisors seeks optimal returns for our clients while mitigating the risk of capital loss. Our goal is to identify value in a security by each of the following methods:

**Fundamental Analysis:** This relates to a security's "intrinsic" value. Intrinsic or "fundamental" value is attached to the present value of the cash flows to be distributed to the owners of a security discounted at a rate that adequately reflects the time value of money, the risks associated that the expected cash flows may not be realized, volatility of the cash flows, and the security's overall liquidity. In the case of equity securities, cash flows come in from operational activities or the sale of the company's assets. WealthVisors aims to measure the value of equity securities by analyzing the global economy, industry-specific trends, corporate management circumstances, and the financial worthiness of a particular company to determine if such securities are under priced and an ideal time to buy, or overpriced indicating it may be time to sell. Fundamental analysis does not attempt to anticipate market movements; this presents a possible risk, as the price of a security can move in tandem with the overall market dynamics regardless of the economic factors considered in analyzing an underlying security. Our fundamental analysis evaluates securities based on historical and projected financial performance using a multitude of valuation ratios and metrics that include, but are not limited to: price/earnings ratio, cash flow per share, earnings per share, quarterly and annual earnings growth rates, free cash flow per share, market capitalization, volume, open interest, put-call ratio, book value, current ratio, sales per share, return on assets, return on equity, debt to equity ratio, profit margin and dividend yield.

**Technical Analysis:** This method of analysis uses market data and price patterns to predict future price movements and to uncover trends in securities. WealthVisors utilizes technical analysis through various indicators; custom study sets to identify trends, support and resistance levels, oversold or overbought conditions and momentum activity from a price action standpoint. Technical analysis gauges investments based on supply and demand with a focus on charts and price movement to determine the strength or weakness of a security. WealthVisors determines to buy and sell securities based on technical analysis research using market statistics and back-tested mechanical systems. The technical analysis methods and tools actively used in our advisory services include, but are not limited to: moving averages, price patterns, support and resistance, candlestick formations, relative strength index, directional movement indicator, bollinger bands, commodity channel index, money flow indicators, linear regression channels, parabolic price/time systems, stochastics oscillator, advance/decline indicators, historical and implied volatility change, on balance volume, moving average convergence divergence, and average true range.

**Investor Psychology:** This method of analysis is attributed to the inclination of investors making investment decisions based on the greed and fear market principle. Investors that have profits in an investment tend to believe continued gains are possible by increasing their capital exposure. On the other side are investors

who are down money on an investment; often prone to fear of additional losses, thus reducing their capital exposure. In today's global market, security prices support exceptional swings in price due to psychological factors embedded in investor psychology.

**Investment Liquidity:** The liquidity in an investment refers to the amount of capital committed and the volume of trading activity surrounding the underlying investment. Assuming the fundamental value of a security remains constant, supply and demand regulate an increase of security prices when additional capital enters an investment and a decrease in security prices when capital is withdrawn. For instance, in today's equity markets, when investors expand liquidity by purchasing mutual funds or exchange-traded funds, the managers of these funds are compelled to buy securities regardless of the price valuation associated with the security.

WealthVisors believes fundamental analysis predominantly determines the long-term value of an investment. Regardless of this conclusion, technical, psychological and investment liquidity factors inherently affect trading values in the short term. With the market creating temporary valuation disconnections, opportunities become available for the observant, attentive and patient investor focused on extrapolating intrinsic value.

## Investment Strategies

Typically, the investment strategies we use are growth and income-oriented investment strategies designed for investors seeking to diversify their portfolios through a long-term tactical asset allocation model. Our strategies include an equity-based approach, which on a perpetual basis, examines a large selection of individual equities, mutual funds, international funds, and ETFs, that together broadly represent the global economy. Using technical analysis amongst other methods of analysis, WV determines which equity securities, mutual funds, industry sector funds, or international funds, if any, look attractive to own. The determination to enter into a trade ultimately comes down to the fundamentals of each security analyzed, the underlying trend of each security, and the overall health of the U.S. economy. Depending on the client's investment objectives and suitability examination, our firm's investment strategies include the following:

- » Long-term purchases
- » Short-term purchases
- » Swing Trading
- » Short selling
- » Option purchases (including long-term options (LEAPS), short-term calls or puts, and debit spreads)
- » Option writing (including covered calls, cash-secured puts, and credit spreads)
- » Exchange traded funds, and mutual funds

Primarily, the strategies we use seek capital appreciation through precise asset selection. WealthVisors will invest in the securities and funds with the highest rating, as determined by our analysis. When the stock market is in a strong intermediate or long-term trend, our strategies are feasible to be strongly correlated to either the U.S. or international equity markets, as well as either the U.S. or global fixed income markets. WealthVisors conducts a monthly hazard assessment of the equity markets to manage our client's portfolio risk judiciously. This assessment attempts to identify periods of high risk by studying economic data of the U.S. economy. Based on the results of the evaluation, WealthVisors may alter the strategies to broader-based investments and further seek to limit risk by adjusting allocations to cash on a regular basis. Depending on the severity of the risk signals, the firm seeks out opportunities for growth through funds that could benefit from poor equity market conditions, such as bonds, commodities, or alternative investment funds.

## Risk of Loss Associated with Investment Advisor's Investment Strategy and Methods

Clients can employ WealthVisors to manage all or a portion of their assets on a discretionary basis. Our firm primarily allocates client assets among different active and passive investment strategies. The following is a summary of the distinct material risks associated with WealthVisors' primary investment strategies and the types of securities our firm implements. This list does not imply to be a complete detail or description of the risks involved with an investment. These risk factors include only the risks that WV believes to be material, significant or unique in relation to WealthVisors' primary investment strategies. While there is overlap among the portfolios of clients, some of the risk factors outlined below may apply to specific clients and not for others.

### Dependence on Tyler Chianelli

As the portfolio manager, Tyler Chianelli has ultimate authority for all investment and trading decisions on behalf of our clients. There can be no guarantee that his services will be available for any length of time. Furthermore, his death or incapacitation could have a material and adverse impact on the clients' investment performance, resulting in substantial withdrawals of managed assets by WealthVisors.

**Business Risk:** These are risks associated with a particular sector or a specific company inside a sub-industry. For example, gold-mining companies depend on finding gold and then mining it, a lengthy process, before they can generate a profit. Gold miners carry a higher risk of profitability than a public utility company, which produces income from a steady stream of customers who purchase electricity regardless of the underlying economic conditions.

**Currency Risk:** Investments made abroad are subject to fluctuations in the value of the U.S. dollar against the currency of the investment's originating country. Currency risk is also perceived as exchange rate risk and should be factored in when making investments internationally.

**Data & Model Risk:** WealthVisors' investment research and financial modeling processes are comprehensive and sometimes implemented through algorithms and programming code when selecting individual securities to trade. Due to the complexity of the individual tasks and dependence on third party vendors for data, there is a possibility that financial models and formulas may contain an error. Even though the firm's employees have substantial expertise in their fields and there are methods for the proper levels of oversight, these errors could adversely affect a client's portfolio and likely would not constitute a trade error under WealthVisors' compliance and supervisory policies.

**Emerging Markets:** Our firm invests in assets and securities issued by emerging markets companies. Securities of many issuers in emerging markets may be less liquid and more volatile than securities of domestic issuers, thus the risks of investing in foreign securities are often higher. Risks associated with emerging markets include the possibility of confiscation, nationalization, encumbrance of foreign taxes on income and gains from securities, demand for a dividend or interest withholding, deceitful foreign exchange regulators, separate currency blockages or transfer restraints, military plots or other unfavorable governmental or economic developments, default in foreign equity securities, insufficient government surveillance and regulation of securities exchanges, brokers and registered companies, and the challenge of enforcing commitments in other nations. Investments made in emerging markets involve careful consideration due to insufficient information, higher brokerage fees and custodial costs, different accounting standards and less liquid markets. Communication between the United States and emerging market issuers may have limited reliability than when dealing with U.S. security issuers, raising the risk of late settlements of securities transactions or lack of stock certificate issuance for equity securities.

**Equity Risk:** A meaningful portion of our investment strategies involves equity securities. Equity securities are subject to the risk that stock prices may rise or fall over short or prolonged periods of time; often moving in cycles where the underlying equity value may fluctuate drastically each day. Additionally, individual companies may report poor earnings results or be negatively impacted by economic or industrial trends and developments. These circumstances add to price volatility, which is the predominant risk of investing in equities.

**Financial Risk:** Additional borrowing to finance the operations of a business expands the risk of profitability because the company must meet the terms of its commitments in both good and bad times. During periods of financial hardship, the inability to meet loan obligations may result in bankruptcy or declining market value.

**Increased Costs of Frequent Trading:** Various investment strategies deployed by WealthVisors may involve frequent trading. Brokerage commissions and portfolio turnover may consequently increase the associated trading costs a client experiences when compared to investment vehicles of a similar capacity.

**Investments in Non-Marketable Securities:** Investment funds dealing with private equity, venture capital, and real estate may invest money in non-marketable securities as disclosed in their associated governing documents. As a result, the portfolio manager may have to carry various investments during unfavorable price movements, creating non-marketable securities.

**Inflation Risk:** When any type of inflation is present, a dollar today buys more than a dollar next year, because purchasing power is deteriorating at the rate of inflation.

**Interest Rate Risk:** Changes in interest rates cause investment prices to fluctuate. For instance, when interest rates increase, yields on existing bonds become less attractive, prompting their market values to depreciate.

**Investing in Options:** WealthVisors may govern the purchase or sale of covered and uncovered call or put options in a client's portfolio. The buyer of a call or put option runs the risk of losing the entire investment in a relatively short amount of time. When purchasing options (both calls and puts) the value of the underlying contract loses value from the passage of time. This option pricing characteristic is known as Theta decay. The seller (writer) of an uncovered call option is subject to losses should the price of the underlying security increase above the sold strike price of the short call option. The writer of an uncovered (naked) put option is subject to losses when the price of the underlying security decreases below the sold strike price of the short put option. There are distinct risks associated with uncovered option writing, which expose the investor to potentially catastrophic losses. Therefore, this type of strategy may not be suitable for all clients approved for options trading. The possible loss of naked call writing is unlimited. Selling naked puts is a defined risk options strategy since a security cannot go below zero. The potential risk when selling covered calls that investors should be aware of is through opportunity cost of missed upside profit potential. For instance, if an investor owned 100 shares of stock and decided to sell a call option against his or her shares, this would be considered "covered", known as covered call writing. If the underlying stock rose 10% above the sold strike price of the covered call, the investor would miss out on the 10% upside minus the credit received to sell the call option. Options also face volatility risk (Vega), rate of change risk (Gamma) and interest rate risk (Rho); varying between strategies.

**Leverage:** Clients often borrow money from investment banks, brokerage firms and other financial institutions at current interest rates. This method of investing is referred to as margin privileges and gives investors access to additional capital to invest in securities. Gains that are realized with supplemental funds often increase the value of the portfolio at a faster rate than without the borrowing capability. Conversely, if investment returns fail to satisfy the cost of borrowing, the value of the leveraged portfolio could decrease more rapidly if there was no margin risk involved. In conjunction with margin borrowing restrictions imposed by the Federal Reserve Board, financing may be reduced immediately when the value of the leveraged account falls below the coverage requirement of the margin limitations. In the event of such necessary reductions of borrowing, the

securities held in the portfolio could be liquidated at times when it might not be desirable or advantageous to do so for the client. Capital losses in margin securities may exceed the amount initially invested.

**Liquidity:** WealthVisors does not foresee a conflict of interest between clients and employees of WealthVisors in regards to having investments in the same securities due to the depth of liquidity in the markets and securities we trade, however clients should be aware that this potential conflict of interest does exist.

**Long-term Purchases:** We generally purchase securities with the intention of holding them for at least a year or more in a client's portfolio. This long-term purchase strategy is put into action when we believe an investment is undervalued. The risk with this strategy is when holding securities for this amount of time, we may not take advantage of short-term gains that could be profitable for the client. Furthermore, if our predictions are not accurate, the value of the investment may fall much lower before we sell the security.

**Loss of Capital:** The market value of a security may increase or decrease over time, and all investments made in securities involve the risk of capital losses. Large fluctuations can cause investments to be worth less than the price initially paid or much less than it was worth at a previous point in time. Although WealthVisors believes that its investment approach will reduce this risk to some extent through diversification of asset classes, individual securities, and investment strategies, WealthVisors does not represent or guarantee that our investment management services will be successful. To the degree in which portfolio managers proceed with investment opportunities in undervalued securities and "special situations," there is inherent risk in the accurate assessment of future values and always poses the risk of capital loss.

**Market Risk:** Securities all share price fluctuations and investors can lose money by investing in any security issued. The price of a security, bond, or mutual fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic, and social conditions can trigger market events.

**Portfolio Margin:** Client accounts may be further leveraged using a type of borrowing capacity designated as "portfolio margin." Portfolio margin sets margin requirements based upon a measurement of the net risk of all positions in the account, giving influence to all possible balancing circumstances. Portfolio margin uses financial models to set margin requirements based on the most severe potential net loss on all of the positions in the account, regarding various simulated market actions and considering neutralizing positions in the portfolio. Allowing a broker-dealer to set margin requirements based on a value and risk calculation usually results in higher leverage for the client. Depending on the specific positions secured, the contraction in the mandatory margin could top 90%. With such accounts, broker-dealers increase credit to qualified clients without being restricted to constraints on such margin activities required by Regulation T and current exchange margin rules. Enhanced leverage involves a higher potential for faster gain, but also increases the risk of capital loss.

**Reinvestment Risk:** Reinvestment risk fundamentally relates to fixed income securities and is the risk that anticipated profits from investments may be reinvested at conceivably lower rates of return, via interest rates.

**Rebalancing:** WealthVisors manages client accounts on a regular basis using a robust technology platform to confirm portfolios are harmonious with a balanced asset structure. Portfolios can be rebalanced due to price movements in securities, changes in a client's investor score, capital inflows or outflows or updates in the design of the model portfolios established by WealthVisors' investment managers. If security allocations deviate from target weights by more than a predetermined amount, portfolios will be rebalanced to achieve the proper concentration, typically within 1 business day. Dividend income is often re-invested in securities that are most underweight relative to the portfolio goal, which serves as a form of protective rebalancing.

**Short Selling Risk:** Periodically the assets contained in client portfolios may be used in short sale transactions. Selling a security short produces gains when the prices of the underlying asset sold short declines; hence securities that are sold short may increase in value during a bear (declining) market. However, in a bull (rising) market, short selling may be more prone to losses because the market conditions may be more favorable for the securities sold short to increase in value. Hypothetically, there is unlimited risk of loss associated with short selling because the underlying instrument sold short could go to infinity.

**Stop-Loss Orders:** WealthVisors often uses conditional trading orders, such as “stop-loss,” “stop-limit” or “trailing stop” orders to help prevent losses. Utilizing this technique does not undeniably limit the losses to the designated amounts. Market conditions can become exceptionally volatile which could make it improbable to execute these types of orders. All security transactions involve uncertainty, and strategies using a combination of instruments, such as “option spreads” may be more risky than taking simple long or short stock positions.

**Technology Risk:** WealthVisors produces some of its security recommendations using proprietary software that appropriates numerous quantitative and qualitative investment formulas. Technology-generated advice, like all investment recommendations, may be subjected to a system error. WealthVisors makes no guarantees or representation that investment recommendations provided by our proprietary computer models will be successful. Moreover, the administration of the software might be prone to human errors, processing malfunctions, communication lapses or system failure. Updates performed to our algorithms may not always have the sought after or planned effect. As market participants and conditions develop over time, a once thriving model may become antiquated or incorrect, conceivably without the technology system recognizing the development before new recommendations are provided. Advisory clients and users are advised to confirm any investment recommendations produced by the WealthVisors’ platform with their respective legal, tax and financial advisors and always conduct their own due diligence on investment recommendations.

**Trading:** When appropriating short-term trading strategies, we enter into positions with the intention of closing out the trade within a comparatively short time (usually a year or less). We do this to take advantage of short-term price fluctuations; a trading strategy commonly referred to as swing trading. Swing trading poses risks that the forecasted price move does not manifest; leaving us with the alternative of having a long-term investment in a security that was designed to be a short-term trade, or possibly taking a loss. Short-term strategies involve more frequent trading compared to longer-term strategies, resulting in increased commissions, custodial-related fees and less favorable tax treatment of short-term capital gains.

**Volatility and Correlation Risk:** The investment management process instilled by WealthVisors is derived in part by the volatility of returns and the historical performance to help predict future returns along with the associated risks. Adverse changes in volatility can impact the financial markets. Implied volatility surges in the markets have often been related with sudden adjustments to macroeconomic, geopolitical or other distinctive public events. It is not feasible for WealthVisors to prognosticate the timing of these matters. Increased levels of volatility in the financial markets could displace WealthVisors’ investment strategy. Any historical returns, expected returns, risk forecasts or probability forecasts might not exhibit actual future performance or the risk that is materialized by the client.

**Overall Investment Risk:** There is no guarantee that WealthVisors’ investment strategies, methods of analysis or any specific investment advisory service provided by our firm will be deemed profitable, or insulate clients from losses due to market corrections or declines. The degree of analytical tact along with the necessary computer hardware and software systems for successful trading and investing is extraordinarily high. There is no promise that WealthVisors will accurately assess the characteristics and breadth of the numerous factors that could influence trading or investment success. All investments involve risk. WealthVisors does

not guarantee the results of our advice given. Significant losses can occur by investing in any security, or by following any strategy, including those recommended or applied by our firm.

## Item 9 | **Disciplinary Information**

WealthVisors has no pending or prior legal or disciplinary events that are material to a client's evaluation of WealthVisors' advisory business or management capability.

## Item 10 | **Other Financial Industry Activities**

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

WealthVisors does not have any affiliation to a custodian or broker-dealer, nor does it, or its employees have any affiliation to a broker-dealer. WealthVisors LLC is not registered as a broker-dealer.

### **Futures or Commodity Registration**

Neither WealthVisors nor its employees are registered or has an application pending to register as a futures commission merchant, commodity pool operator, or a commodity trading advisor.

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

Managing Member, Tyler Chianelli is the principal owner of a separate financial related business called The Investor Institute, LLC (“The Investor Institute”). This affiliated company provides educational content and commercial technology to help bring financial awareness and clarity to self-directed traders and investors – with the goal of simplifying the process on how to invest in the Stock Market while being equipped to have more productive discussions with ones’ financial advisor.

Both prospects and clients of WealthVisors are provided with generalized educational materials through video and digital publications that relate to trading and investing in securities along with the strategies, methods of analysis and risks involved with such activities.

No conflict of interest arises with this material relationship as active advisory clients and ongoing *My WealthVisor Pro* subscription clients receive access to all the educational materials and financial tools that are owned and distributed by The Investor Institute for no additional fee. There is an exclusive licensing agreement that grants all intellectual property owned by The Investor Institute to be made available to WealthVisors LLC for no direct cost to the client.

WealthVisors does not solicit nor recommend clients to purchase any products from The Investor Institute as this would create a conflict of interest. However, if an unforeseen conflict of interest were to arise because of this material relationship, it would be mitigated by disclosures, procedures, and WVs’ fiduciary obligation to place the interests of the client first.

Our firm and management personnel does not have any other relationships with financial industry businesses such as an investment company or pooled investment vehicle, other investment advisor or financial planner, banking or thrift institution, accountant or accounting firm, lawyer or law firm, insurance company or agency, pension consultant, real estate broker or dealer, or sponsor or syndicator of limited partnerships.

### **Recommendations or Selections of Other Investment Advisors**

WealthVisors does not utilize the services of third party money managers.

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

WealthVisors has developed a Code of Ethics doctrine (“Code”). Our Code instills rules of conduct for all employees of WV and is designed to educate any staff member of WealthVisors about the firm’s ethical business practices and to set forth standards of conduct within our firm. We have strict policies instilled that forbid employees from acting in deceptive, manipulative or fraudulent behavior. The Code reflects WV and its supervised persons’ responsibility to act in the best interest of their client(s) at all times.

Employees are prohibited from trading for themselves or others while in possession of material non-public information as well as communicating non-public information to anyone else. Our Code includes a forbiddance against the use of material non-public information. We do not allow any employees of WealthVisors to use non-public material information for their personal profit or to use internal research for their personal benefit in conflict with the benefit to our clients.

The WealthVisors Code of Ethics also covers restrictions on personal securities transactions of employees and officers. We uphold strict internal limitations and pre-clearance requirements for all staff members of WealthVisors who wish to invest in the same securities purchased on behalf of our clients. WealthVisors reserves the right to disapprove any proposed transaction that may have the appearance of imprudent behavior or that violates our Code of Ethics policy.

When employees buy or sell securities for their own accounts, our Code addresses how to mitigate any conflict of interest with our clients by not recommending securities or other investment products to advisory clients in which our firm or any related person has a financial or ownership interest. If WealthVisors or any related person buys or sells securities for themselves that is also recommended to advisory clients, our Code assures that clients’ interests are always taken care of before our own.

WV and its employees can buy or sell securities that are also held by clients however employees are strictly prohibited from trading their securities ahead of client trades. In order to mitigate conflicts of interest such as trading in front of client transactions, employees are required to disclose all reportable securities activities as well as provide WealthVisors with copies of their brokerage statements.

WealthVisors does not maintain a firm proprietary trading account and does not have a material financial interest in any securities being recommended, therefore no conflicts of interest exist. However, employees can buy or sell securities at the same time they buy or sell securities for clients. In order to mitigate conflicts of interest such as front running, employees are required to disclose all reportable securities transactions as well as provide WV with copies of their brokerage statements.

The Chief Compliance Officer of WealthVisors is Tyler Chianelli. He evaluates all employee trades each quarter. The personal trading investigations ensure that the private trading of employees does not influence the markets and that clients of the firm receive preferred treatment over employee transactions.

Our Code of Ethics is comprised upon the moral standard that WealthVisors and its representatives have a fiduciary duty to our advisory clients in transacting their affairs, including personal securities trading, in such a manner as to avoid serving their interests ahead of clients. Individuals that are employed by WealthVisors shall never take advantage of their position with the firm and abuse their trust and responsibility as a representative of WealthVisors.

The full doctrine of our Code of Ethics is available to any client or prospective client upon written request.

## Item 12 | **Brokerage Practices**

WealthVisors is an independent investment advisor and is not affiliated with any broker-dealers, banks or custodians. WealthVisors will recommend brokerage companies with whom clients may want to establish an account, but the choice is solely up to the client. Neither WealthVisors nor any of its supervised persons within the firm receive compensation for the sale of securities.

The investment advisor will place orders for a client's account through the selected custodian, and the client is responsible for paying all the fees or charges associated with the execution of such orders. WealthVisors does not receive any portion of the trading fees or expenses incurred by the client. Brokerage and custodial relationships are reviewed periodically to evaluate the transaction costs, custodial fees and other costs charged to the client.

Clients are required to establish brokerage accounts at a qualified custodian ("Broker" or "Brokers") identified by WealthVisors LLC. All identified Brokers are member firms of FINRA and SIPC. Your assets must be maintained in an account at a "qualified custodian," generally a broker-dealer or bank. At this time, we recommend our clients use TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade").

*TD Ameritrade Institutional  
PO BOX 650567  
Dallas, TX 75265-0567  
[www.tdainstitutional.com](http://www.tdainstitutional.com)*

In determining whether to establish an account, a client should be aware that the overall cost to the client in utilizing advisory services by WV may be higher or lower than what the client might incur by purchasing the same securities themselves. In order to compare the cost of WealthVisors' investment advisory services with unbundled services, the client should consider the turnover rate for the different investment strategies implemented, trading activity in the account, related investment research, standard advisory fees, time to execute trades and what other investment advisors charge for portfolio management services.

### **Aggregating Securities Transaction for Client Accounts**

WealthVisors is authorized in its discretion to aggregate purchases, sales, and other transactions made for the account with transactions, sales, and purchases in the same securities for other clients of WV. All clients participating in the collective order receive an average execution price with all other transaction costs administered on a pro-rated basis. Our firm aggregates orders when specific trade parameters fit a wide range of investor profiles regarding our clients with the goal to help reduce costs and deliver the most favorable price.

### **Best Execution**

Investment advisors that control or manage client portfolios on a discretionary basis have a fiduciary obligation of best execution. WealthVisors' examines the execution characteristics of securities trades at each custodian on a perpetual quarterly basis.

### **Directed Brokerage**

In situations where a client directs WealthVisors to use a distinct broker-dealer, WV still has a fiduciary responsibility to its clients to perform such duties. The following applies with Directed Brokerage: WealthVisors' incapacity to negotiate commissions and receive volume discounts can cause a disparity in commission charges amongst clients, as well as conflicts of interest originating from brokerage firm referrals.

## Soft Dollar Arrangements

WealthVisors has an incentive to recommend TD Ameritrade Institutional to our clients based on the robust suite of technology they offer our firm in managing our client portfolios more effectively. There is no direct link between WealthVisors' use of TD Ameritrade and the investment advice provided to our clients. WealthVisors receives economic benefits in the form of research and other "soft dollar benefits" through its participation in the program that is typically not available to TD Ameritrade retail customers.

These benefits include the following products and services (provided without cost or at a discount): receipt of duplicate client statements and confirmations; research related products and tools; consulting services; access to a trading desk serving WV associates; access to block trading (which gives the capability to aggregate securities transactions for execution and then designate the suitable shares to client accounts); the ability to have advisory fees deducted straight from client accounts; access to an electronic communications network for client order entry and account information; access to mutual funds with no transaction fees and to certain institutional money managers; and reductions on compliance, marketing, research, technology, and application management products or services provided to WV by third party vendors. TD Ameritrade may also have paid for business consulting and professional services obtained by associated persons of WealthVisors.

Some of the products and services made accessible by TD Ameritrade through the program may benefit WV but not its client accounts. Other benefits made possible by TD Ameritrade are intended to help WV manage and further develop its business operations. The benefits received by WV or its employees through cooperation in the program do not depend on the number of brokerage transactions directed to TD Ameritrade. As part of our fiduciary duties to clients, WV strives at all times to put the interests of its clients first. Clients should be aware that the receipt of economic benefits by WV or its related persons creates a potential conflict of interest and may indirectly impact WealthVisors' choice of TD Ameritrade for custody and brokerage services..

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

Investment advisory accounts are reviewed on at least a quarterly basis by Tyler Chianelli, Chief Compliance Officer. More frequent reviews of accounts may also be triggered by market, economic or political events, or by changes in the client's financial situation. These financial situations include, but are not limited to retirement, employment changes, tax laws, unforeseen expenses, medical issues, inheritance, educational expenses or a physical change in address. Clients utilizing financial planning or consulting services will have account reviews performed at least annually by Tyler Chianelli.

All clients are encouraged to discuss their financial needs, investment objectives and overall financial goals with the firm and to keep WealthVisors informed of any changes that may occur.

Clients are provided with trade confirmations and account statements directly from the broker-dealer or custodian for the client's account on at least a quarterly basis for separately managed accounts. Clients also receive a written report from WealthVisors that may include relevant portfolio or market-related information such as an inventory of account holdings and the portfolio performance on a quarterly basis that includes the advisory fees deducted from the clients' account. Clients should compare the account statements they receive from their custodian with those received by WealthVisors.

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

WealthVisors monitors *OptionVisor Specialized* client accounts as part of an open-ended process with regular portfolio reviews conducted on at least a monthly basis. Due to the nature of derivatives and the ongoing associated cycle of options expiration, positions are monitored more actively to ensure trades are in accordance with prudent investment management. *OptionVisor Specialized* account reviews are conducted by Tyler Chianelli, CCO who is experienced with options trading and portfolio management.

All portfolios are overseen and managed per the Investment Advisory Agreement and individual My Investor Plan developed upon commencement of the relationship with WealthVisors LLC.

### **Client Contact**

Clients should recognize that the Investment Advisor primarily uses electronic communications instead of conventional telephone channels when providing a majority of our client support. If a client needs support, he or she may contact WV via email or through our secure online system. However, all of our *Platinum Wealth Club* clients have direct phone access to his or her advisor. Clients should be aware that portfolio managers may not be able to talk during market events, such as periods of extraordinary volatility or market crashes. Potential clients should understand our primary communication avenue is through electronic communications.

In addition to the accessibility of the *MyWealthVisors* online portal, WealthVisors provides a collection of publications constructed by professional money managers encompassing different client risk tolerances, portfolio structures and investment selections. All of this information is available on our website, including a frequently asked questions section and the WealthVisors "Resource Center," available at: <https://www.wealthvisors.com/resources>. Our Resource Center is designed to address frequently asked questions that clients have regarding the management of his or her account. Client support personnel may provide links to such material when dealing with customer service. Clients receiving additional financial or investment services may schedule telephone consultations with a financial professional through our online scheduling system.

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

Our firm does not receive any economic benefits from external sources.

WealthVisors may, in the future, receive compensation by directing clients to third-party financial advisors, insurance agents or certified financial planners (CFPs). Before selecting other third-party professionals for our clients, WV will ensure these other advisors, insurance agents or CFPs are appropriately licensed and registered with the respective state and federal authorities. If a potential conflict of interest does exist it will be disclosed to the client before any referral is initiated. WealthVisors shall disclose the referral compensation received and will always act in the best interest of the client.

## Item 15 | **Custody**

WealthVisors does not maintain hard custody of client assets. All client accounts are held with unaffiliated qualified broker-dealers or banks. Account custodians send statements directly to the account owner generally on a monthly basis or as requested by the client. WealthVisors encourages clients to carefully review and compare the information in the statements provided by the custodian with the information provided in the quarterly statements distributed by WealthVisors LLC.

Since WealthVisors automatically deducts its advisory fee from client accounts per the Investment Advisory Agreement, our firm maintains “soft” custody on client assets under management.

## Item 16 | **Investment Discretion**

WealthVisors receives discretionary authority to manage the assets of our clients per the governing documents of each client. The client grants discretionary authority to WV per the Investment Advisory Agreement and/or executing a limited power of attorney document. WealthVisors allows clients to place certain limitations on the asset classes or securities that can or cannot be traded upon commencement of the Investment Advisory Agreement.

WV has the authorization to decide, without obtaining specific client consent, the securities to be bought or sold, the type, the amount of the securities to be bought or sold, price per share and/or contract price, when transactions are initiated, and the broker-dealer or custodian to be used.

The client permits the selected custodian to be used and the commission rates paid to the custodian. WealthVisors will attempt to negotiate the commission rates in the best interest of the client, however the client should understand WV has limited control over the commission rates that are charged by the custodian. WealthVisors does not collect any part of the transaction fees or commissions paid by the client to the custodian on individual trades.

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

WealthVisors will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the underlying issuer or via the client's custodian. Clients should direct all proxy questions to the issuer of the security. WealthVisors does not vote proxies on behalf of clients.

## Item 18 | **Financial Information**

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

## Item 19 | **Requirements for State-Registered Advisers**

### **Educational Background and Business Experience of Principal Officer**

The Managing Member of WealthVisors is Tyler Chianelli. Information regarding the education and business experience of the firm's principal officer is included in the Brochure Supplement: Form ADV Part 2B.

### **Other Business Activities of Principal Officer**

The principal officer of WealthVisors has additional business activities that are detailed in Item 10 - Other Financial Activities and Affiliations and in the Form ADV 2B – Brochure Supplement (attached herein).

### **Performance Fee Calculations**

WealthVisors does not charge performance-based fees for its investment advisory services. The fees charged by WealthVisors are as described in Item 5 – Fees and Compensation in this brochure and are not based upon the capital appreciation of the funds or securities held by any client.

### **Disciplinary Information**

There are no legal, civil or disciplinary events to disclose regarding WealthVisors LLC nor any of its advisory persons. Neither WealthVisors nor its advisory persons has ever been involved in any regulatory, civil or criminal action. There have been no client complaints, lawsuits, arbitration claims or administrative proceedings against WealthVisors or any of its advisory persons.

Securities laws require an advisor to disclose any instances where the advisor or its advisory persons have been found liable in a legal, regulatory, civil or arbitration matter that alleges violation of securities and other statutes; fraud; false statements or omissions; theft, embezzlement or wrongful taking of property; bribery, forgery, counterfeiting, or extortion; and/or dishonest, unfair or unethical practices. As previously noted, there are no legal, civil or disciplinary events to disclose regarding WealthVisors or its advisory persons

### **Material Relationships with Issuers of Securities**

Neither WealthVisors nor its advisory persons has any relationships or arrangements with issuers of securities.

**WEALTHVISORS**

BROCHURE SUPPLEMENT

# PART 2B OF FORM ADV

NAME OF SUPERVISED PERSON:  
TYLER CHIANELLI

## WEALTHVISORS LLC

2622 Southern Blvd., Suite 100  
Virginia Beach, VA 23452

Phone: 888.285.9580  
[wealthvisors.com](http://wealthvisors.com)

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This brochure supplement provides information about Tyler Chianelli that supplements WealthVisors LLC's brochure, Form ADV Part 2A. You should have received a copy of that brochure.

Please contact Tyler Chianelli, Chief Investment Officer and Chief Compliance Officer at 888.285.9580 or [tyler@wealthvisors.com](mailto:tyler@wealthvisors.com) if you did not receive WealthVisors LLC's brochure or if you have any questions about the contents of this brochure supplement.

Additional information about Tyler Chianelli (CRD #7028190) is available on the SEC's website at: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

November 2, 2018

# Supervised Person Brochure

## Principal Executive Officer

### Tyler Chianelli

Tyler Chianelli was born in 1985, and is the Founder, Chief Compliance Officer and Chief Investment Officer of WealthVisors LLC (“WealthVisors”). Prior to forming WealthVisors, Mr. Chianelli was a financial educator at Option Trading Coach, LLC (“Option Trading Coach”). Mr. Chianelli has been actively involved in stock and options trading with personal and family funds since October 2001.

Mr. Chianelli developed the proprietary *Trade Tracking Spreadsheet* and has a personal investment track-record of over 1000 trades that spans over seventeen years.

## Educational Background and Business Experience

### Educational Background:

- » Partially completed college education at Old Dominion University between 2004 – 2006
- » Learned finance from third party institutions, floor traders, and market makers between 2004 – 2007

### Business Experience:

- » WealthVisors LLC; Managing Member/Investment Advisor Representative; 11/2018 – Present
- » The Investor Institute, LLC; Managing Member/President; 10/2018 – Present
- » Option Trading Coach, LLC; Founder and CEO; 5/2012 – 09/2018
- » Greatest Life, Inc.; President; 11/2009 – 11/2014
- » Hydra Holdings; Chief Operating Officer; 02/2010 – 05/2011
- » Forza Corporation; Chief Marketing Officer; 01/2007 – 12/2009

### Professional Designations, Licensing & Exams:

- » 2018 - Series 65: Uniform Investment Adviser Law Examination administered by FINRA

## Disciplinary Information

Mr. Chianelli has no legal or disciplinary events to report.

## Other Business Activities

Mr. Chianelli also provides courses of instruction to the The Investor Institute LLC (The Investor Institute) which has an exclusive licensing agreement with WealthVisors LLC for certain intellectual property and financial technology. Option Trading Coach, LLC was succeeded by The Investor Institute, LLC in 2018.

The Investor Institute owns hundreds of educational videos and commercial technology in the field of stocks and options trading, technical analysis, money management, fundamental analysis, back-testing securities, proprietary trading systems, pre-built investment formulas, financial screening models, option Greeks and option chain insights, advanced charting techniques, trade management strategies, beta weighting, exchange traded funds, model portfolio designs, exclusive trade scans, investment tools and risk profile characteristics.

There is no conflict of interest with the affiliation and business involvement of The Investor Institute as all active clients of WealthVisors have access to (or indirectly benefit from) all the educational content, financial technology and investment tools for no additional cost to the client.

The Investor Institute is not a registered investment advisor and does not provide investment advice. Investment advice is only provided to clients of WealthVisors that enter into a written agreement. The Investor Institute, LLC is a wholly owned subsidiary of Wealth Interests, LLC of which Tyler Chianelli is the principal owner. Less than 2% of Mr. Chianelli's time is spent with The Investor Institute business.

## **Additional Compensation**

There is no additional compensation to report.

## **Supervision**

Mr. Chianelli is Chief Compliance Officer, Chief Investment Officer and the principal owner of WealthVisors. Accordingly, Mr. Chianelli is ultimately responsible for all investment advice and activities of WealthVisors. Mr. Chianelli can be contacted at 888.285.9580.

## **Requirements for State-Registered Advisors**

**Tyler Chianelli has NOT been involved in any of the events listed below.**

- » a. An award or otherwise being found liable in an arbitration claim alleging damages in excess of \$2,500, involving any of the following:
  - » i. An investment or an investment-related business or activity;
  - » ii. Fraud, false statements, or omissions;
  - » iii. Theft, embezzlement, or other wrongful taking of property;
  - » iv. Bribery, forgery, counterfeiting, or extortion; or
  - » v. Dishonest, unfair, or unethical practices.
  
- » b. An award or otherwise being found liable in a civil, self-regulatory organization, or administrative proceeding involving any of the following:
  - » i. An investment or an investment-related business or activity;
  - » ii. Fraud, false statements, or omissions;
  - » iii. Theft, embezzlement, or other wrongful taking of property;
  - » iv. Bribery, forgery, counterfeiting, or extortion; or
  - » v. Dishonest, unfair, or unethical practices.

Tyler Chianelli has been the subject of a bankruptcy petition and filed Chapter 7 bankruptcy at age 23 on 07/22/2009 due to the 2008 financial crisis. The current status of the bankruptcy is discharged with the disposition date of 07/23/2009.

# WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

**Please Select One Account Type:**

- Fee Based Discretionary Account(s)
- Fee Based Non Discretionary Account(s)

**Client Initials:**

\_\_\_\_\_  
\_\_\_\_\_

**Investment Advisor Number: \_\_\_\_\_**

**Account Number**

**Account Name**

Account Number	Account Name
1) _____ - _____	_____
2) _____ - _____	_____
3) _____ - _____	_____
4) _____ - _____	_____
5) _____ - _____	_____

This WealthVisors LLC Investment Advisory Agreement (the "Agreement") is made as of \_\_\_\_\_ (the "Effective Date"), by and between WealthVisors LLC (the "Advisor") and \_\_\_\_\_ (the "Client") on the following terms and conditions:

\*\*\*Please continue on to Page 8\*\*\*

## 1. INVESTMENT ADVISORY SERVICES AND AUTHORITY

The Client hereby opens an investment advisory account (the "Account") with the Advisor for the purchase, sale or other distribution of securities or investments held in the Account on behalf of the Client, as set forth herein. The Client hereby grants the Advisor full power and authority to supervise and manage the investment and reinvestment of the assets in the Account. In connection therewith, the Advisor may execute or cause to be executed on behalf of or in the name of the Client any and all necessary documents, and the Client hereby grants the Advisor a limited power of attorney in connection therewith. The Advisor shall have no responsibility or obligation regarding any assets of the Client not held in the Account. The Client has filled out a client questionnaire prior to entering into this Agreement and warrants all information contained therein to be true and correct.

## 2. DESIGNATION OF CUSTODIAN

The Client will designate a broker, bank or trust company, or other person, to act as custodian (the "Custodian") of securities, cash and other assets constituting the Account. The Client agrees to notify the Advisor, in writing, of the identity of such Custodian upon execution of this Agreement, of any material changes with respect to the Custodian, and to provide the Advisor with reasonable prior notice of any intention to appoint a successor custodian. The Advisor will at no time have title, custody or physical control of the assets in the Account, or the income produced therefrom, and under no circumstances shall the Advisor be held responsible for or assume any liability with respect to Client's custody arrangements or the acts, omissions or conduct of any Custodian. Additional securities or cash may be transferred to the Custodian by Client as part of the Account at any time. All valuations shall be performed by the Custodian and relied upon by the Advisor. Any valuation shall not be deemed a guarantee of any kind whatsoever with respect of the value of the assets of the Account. The Client has directed or will direct the Custodian to send copies of the trade confirmations and Account statements to the Advisor, along with an indication that the statements have been sent to the Client. Additionally, the Client has directed or will direct the Custodian to include in the Account statement all

## WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

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amounts disbursed from the Account (including the amount of any fees paid to the Advisor), all transactions occurring in the Account during the period covered by the statement, and a summary of the Account positions and portfolio value at the end of the period.

### 3. BROKERAGE

The Client hereby directs that transactions for the Account should be executed through a broker-dealer (the “Broker-Dealer”) that will be appointed by the Client. The Client shall notify the Advisor of such appointment in writing. In selecting the Broker-Dealer, the Client has the sole responsibility for negotiating commission rates and other transaction costs with the Broker-Dealer. Although the Client will select the Broker-Dealer, the Client acknowledges that the Advisor will not be required to direct any transaction through a Broker-Dealer if the Advisor reasonably believes that such action may result in a breach of its duties as a fiduciary. The Client understands that by instructing the Advisor to execute all transactions on behalf of the Account through the Broker-Dealer, a disparity may exist between the commissions borne by the Account and the commissions borne by the Advisor’s other clients that do not direct the Advisor to use that particular Broker-Dealer. The Client also understands that by instructing the Advisor to execute all transactions on behalf of the Account through the Broker-Dealer, the Client may not necessarily obtain commission rates and execution as favorable as those that would be obtained if the Advisor was able to place transactions with other broker-dealers. The Client also may forego benefits that the Advisor may be able to obtain for its other clients through, for example, negotiating volume discounts or block trades.

### 4. VOTING OF PORTFOLIO SECURITIES

The Client is solely responsible for any and all proxies and voting rights originating from securities held in the Account. The Advisor will not accept any responsibility or authority for voting relating to the Client’s securities. The Client shall receive proxies directly from issuers or the Custodian. The Client should direct all proxy questions to issuers of securities. The Advisor will not vote proxies on behalf of the Client at any time, and shall not be liable with regard to the voting of proxies.

### 5. LAWSUITS

The Client is solely responsible for all lawsuits involving the Account and assets presently or formerly held in the Account. The Client understands and acknowledges that the Advisor will not take any action with respect to lawsuits involving assets presently or formerly held in the Account, including class actions and actions involving bankruptcy. If directed by the Client in the Instructions, as defined below, in the case of notices of class action suits involving assets held in the Account, upon receipt, the Advisor shall forward such notices to Client and may provide information about the Account to third parties for purposes of participating in any settlements. The Advisor has no duty to represent the Client or act on the Client’s behalf in legal actions, file class action settlement claims or monitor class action proceedings.

### 6. NON-EXCLUSIVE AGREEMENT

The Advisor renders investment advisory services for clients and customers other than the Client. Transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price. Nothing in this Agreement shall be deemed to impose upon the Advisor any obligation to purchase or sell or to recommend for purchase or sale by or for the Account any security or other property that the officers or employees of the Advisor may purchase or sell for their own accounts or that the Advisor may purchase or sell for the Account of any other client.

### 7. MANAGEMENT FEES, FORMULA FOR COMPUTING FEES AND EXPENSES

In consideration for the services to be rendered by the Advisor, the Client shall pay to the Advisor the fees set forth on **Schedule A** hereto, to be paid on the 10th day of each month in accordance with Paragraph 9 below. The Client agrees that a minimum of \$100,000 (the “Account Minimum”) shall be at all times be held in the Account. The Advisor reserves the right to stop work on any account that fails to hold an Account Minimum in the Account for a period

## WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

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exceeding five (5) calendar days. If the Account fails to hold an Account Minimum for a period exceeding twenty (20) calendar days, the Advisor may terminate this Agreement upon notice to the Client.

### 8. ADDITIONS, WITHDRAWALS AND REFUNDS

The Client may make additions to the Account at any time. Additional assets received into the Account after it is opened may be charged a *pro rata* fee based upon the number of days remaining in the quarter. The Client may also withdraw the Account assets upon notice to the Advisor, subject to the usual and customary securities settlement procedures. Subject to any outstanding obligations with regard to transactions for the Account, securities or cash may be withdrawn from the account by the Client at any time, provided that the Client agrees to advise the Advisor contemporaneously of such withdrawals and endeavors to provide five (5) business days prior notice of all such orders of withdrawal and instructs the Custodian to confirm all such transactions. Except as otherwise instructed by the Client in the Instructions, as defined below, dividends, interest or other income earned by the Account will be retained in the Account for management by the Advisor. If the Advisor inadvertently receives funds or securities from the Client, it will immediately return the funds/securities to the Client and will instruct the Client to forward the funds/securities directly to the Custodian. No fee adjustments will be made for partial withdrawals or for the Account appreciation or depreciation within a billing period. A *pro rata* refund of fees charged will be made if the Account is closed within a billing period. The Advisor will not impose closing or penalty fees in connection with the Account.

### 9. PAYMENT METHOD

The Advisor is authorized to invoice the Custodian directly for its fees and will simultaneously send a copy of its bill to the Client. The Client will be responsible for verifying the accuracy of the fee calculation. The Custodian will not determine whether the fee is calculated properly. The Client agrees to instruct the Custodian to pay such fees directly to the Advisor. Fees are due and payable within thirty (30) calendar days of receipt by Custodian of any bill. The Advisor may terminate this Agreement for non-payment in accordance with this Paragraph 9.

The Client understands and agrees that the investment advisory fees shall continue until 30 days after the Advisor informs the Client in writing of any change in the amount of the fees applicable to the Account. At such time, the new fees will become effective unless the Client notifies the Advisor in writing that the Account is to be closed.

### 10. LIQUIDATION DISCLOSURE

The Client grants WealthVisors LLC the right and permission to liquidate securities in an amount equal to the balance of unpaid fees due if sufficient funds are not available in the Client's account to pay investment advisory service fees.

### 11. OTHER FEES AND CHARGES

The Client will be solely responsible for all commissions and other transaction fees and any charges relating to the custody of assets in the Account. All brokerage and transactional expenses of the Account shall be paid by the Client and charged to the Account as incurred. The Client shall be solely responsible for all Broker-Dealer and Custodian costs of the Account. The Client hereby authorizes the Advisor to instruct the Custodian to pay such fees and the Account's commissions and expenses from the assets in the Account. Any commissions and expenses payable in connection with the execution of transactions for the Account and any out-of-pocket expenses incurred by the Advisor with respect to the Account shall be borne by the Account and, to the extent the Account's funds are inadequate, by the Client.

### 12. BINDING EFFECT AND ASSIGNMENT

This Agreement shall not be assignable by the Advisor without the prior written consent of the Client. Any permitted assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

# WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

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## 13. TERM, TERMINATION AND PAST DUE ACCOUNTS

The term of this Agreement shall be for an initial period of twelve (12) months beginning on the Effective Date. Unless otherwise terminated as set forth herein, this Agreement shall automatically renew on an evergreen basis for additional twelve (12) month periods. This Agreement may be terminated by the Client at any time, with or without cause, upon prior written notice to the Advisor, and by the Advisor, (i) upon thirty (30) days' written notice to the Client; (ii) immediately, if the Account fails to hold an Account Minimum for a period exceeding twenty (20) calendar days as set forth in Paragraph 7; (iii) immediately, for failing to make timely payments in accordance with Paragraph 9 above, and (iv) immediately, if, in Advisor's sole opinion, the Client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate to providing proper financial advice. Prior to the effective date of such termination, the Client shall provide the Advisor with the Instructions, as defined below, as to the liquidation or settlement of the Account. The Advisor retains the right to settle any transactions executed but not settled as of the termination date and to retain amounts in the Account for the completion of such transactions.

At termination, fees will be billed on a *pro rata* basis for the portion of the period completed. The portfolio value at the completion of the prior full billing month will be used as the basis for the fee computation, adjusted for the number of days during the billing month prior to termination. Any unused portion of fees collected in advance will be refunded within 60 days.

Sections 13, 15, 16, 19, 20 and 21 of this Agreement shall survive the termination of this Agreement. The death, disability or incapacity of the Client will not terminate or change the terms of the Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the Advisor. The Advisor reserves the right to refuse to renew this Agreement in its sole discretion and for any reason.

## 14. CONFIDENTIALITY

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law or regulation; however, the Advisor may contract with unaffiliated third-party vendors in connection with the operations of the Advisor's business, may provide these vendors with only the information necessary to carry out the vendors' assigned responsibilities as determined by the Advisor and will maintain confidentiality agreements with these vendors.

## 15. REPRESENTATIONS AND WARRANTIES

The parties hereto each represent and warrant that: (i) it is duly authorized and empowered to enter into and perform this Agreement, and this Agreement will be binding upon such party in accordance with its terms; and (ii) the terms of this Agreement do not violate any obligation by which such party is bound, whether arising by contract, operation of law or otherwise. If the Agreement is entered into by a trustee or fiduciary, such trustee or fiduciary represents and warrants that the services to be provided by the Advisor are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to, the Client and that such trustee or fiduciary is duly authorized to enter into and renew this Agreement. If requested by the Advisor, the trustee or fiduciary shall provide the Advisor with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise the Advisor of any material change in his or her authority or the propriety of maintaining the Account.

The Client further represents and warrants that: (i) the Client is and shall remain responsible for determining an appropriate overall diversification policy for its assets; (ii) the Client has appointed no other investment advisor with respect to the assets in the Account; and (iii) the assets in the Account do not constitute assets of an employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")). The Client will disclose to the Advisor all restrictions on or prohibitions against acquiring or holding any securities, including

## WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

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but not limited to employer securities, with assets of the Account, and such restrictions and/or prohibitions shall be set forth on Schedule A hereto. The Client represents and warrants that the Advisor has not made any guarantee, either oral or written, that the Client's investment objectives will be achieved.

Each party agrees to promptly notify the other in writing of any changes that would cause any of the representations above to cease to be true. The Client acknowledges that the Advisor may rely on the representations provided above when providing the services to the Client contemplated by this Agreement. Furthermore, in connection with the services being provided to the Client, the Advisor is entitled to rely on the financial information and other related information provided by the Client. The Client agrees to provide Advisor with all material information concerning the Client's personal and financial situation, investment objectives and risk tolerances. The Client agrees to inform the Advisor promptly of any material change in the Client's circumstances which might affect the manner in which the Client's assets should be invested and to provide the Advisor with such information as it shall be reasonably requested.

The Client represents and warrants that the Client has such knowledge and experience in investment matters as to be able to determine the appropriateness and suitability of the Client's Account, including but not limited to the effect of the Advisor's fees on the Client's potential investment returns and the risks related to the Client's Account and investments selected for the Client's Account. If an individual, the Client represents that he/she is of legal age and no one except the person(s) signing this Agreement has an interest in the Account. If the Client is signing on behalf of others, the Client represents that the persons or entities on whose behalf the Client is signing is authorized to enter into this Agreement and the Client is duly authorized to make the representations and warranties herein in the name and on behalf of such other persons or entities. This Agreement shall be legally binding upon the Client and the Client's estate, heirs, executors, administrators, personal representatives, successors and permitted assigns (collectively, "Client Group"), and all transactions hereunder shall be at the Client's risk and for the Client's Account.

### 16. LIMITATION OF LIABILITY, RELEASE AND INDEMNITY

The Advisor shall not be liable for and is hereby released, indemnified and held harmless by the Client Group from all claims, damages, losses, liabilities, costs and expenses regarding: (i) the disposition of any investments that were made by a predecessor investment manager or by any other person authorized to invest Client's assets or from the retention thereof; (ii) a breach by the Client of its representations and warranties, covenants or other obligations under this Agreement; (iii) the Advisor's adherence to or compliance with the Instructions, as defined below; (iv) any act or failure to act by the Custodian, by any broker-dealer to which the Advisor directs transactions for the Account or by any other unaffiliated third party; (v) the Advisor's services hereunder in the absence of the Advisor's sole gross negligence, willful misconduct or fraud; or (vi) any consequential, incidental, special or punitive damages relating to this Agreement.

Nothing in this Agreement shall constitute a waiver or limitation of any right, which the Client may have under applicable state or federal law, including but not limited to the state and federal securities laws.

### 17. NO REPRESENTATIONS REGARDING PERFORMANCE

The Client has carefully reviewed this Agreement and any attachments hereto, and fully understands the services to be provided hereunder and the associated risks, including, without limitation the risks associated with volatility of investments which may be selected for the Account and the potential for losses associated therewith. The Client represents and warrants that it is able to bear the risk of any such loss. The Advisor does not make any representations or warranties, express or implied, that any level of performance or investment results will be achieved by the Account or that the Account will perform comparably with any standard or index, including other clients of the Advisor. The Client acknowledges that a reasonable amount of time will be needed for transactions and that the Account assets will continue to be impacted by market exposure of the previous investments until each respective change is implemented.

# WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

The Client acknowledges that time periods previously experienced for transactions may not always be available and should not be relied upon.

The Client understands and acknowledges that at times, the Advisor and/or its advisory representatives may take positions in the same securities as clients, which may pose the appearance of a potential conflict of interest. The Advisor will not violate its fiduciary responsibilities to the Client. Front running (trading shortly ahead of clients) is prohibited. Should a conflict occur, disclosure will be made to the Client at the time of trading. Incidental trading not deemed to be a conflict (i.e., a purchase or sale which is minimal in relation to the total outstanding value, and as such would have negligible effect on the market price) will not be disclosed at the time of trading.

## 18. COMMUNICATIONS

The Client agrees that the Client's instructions, directions and communications with respect to the Account and securities transactions for the Account (the "Instruction" or "Instructions") shall at all times and in all cases be given in writing. Notices required to be given under this Agreement shall be sent by mail (electronic or physical delivery) and shall be deemed given when received at the addresses specified below, and as to the Custodian, at such address as it may specify to the Advisor in the Instructions, or at such other address as a party to receive notice may specify in a notice given in accordance with this provision. The Advisor may rely on any notice from any person reasonably believed to be genuine and authorized.

### **POSTAL AND EMAIL ADDRESSES:**

**ADVISOR:** WEALTHVISORS LLC

2622 SOUTHERN BLVD., STE. 100  
VIRGINIA BEACH, VA 23455  
[info@wealthvisors.com](mailto:info@wealthvisors.com) (or) [tyler@wealthvisors.com](mailto:tyler@wealthvisors.com)

**CLIENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this Agreement is between the Advisor and related clients (i.e., husband and wife, etc.), the Advisor's services shall be based upon the joint goals communicated in writing to the Advisor. The Advisor shall be permitted to rely upon the Instructions from either party with respect to the disposition of the assets or the Account, unless and until such reliance is revoked in writing to the Advisor. The Advisor shall not be responsible for any losses, claims or damages resulting from such reliance or from any change in the status of the relationship between clients.

## 19. ERISA ACCOUNTS

If this Agreement is entered into by a trustee or other fiduciary (the "Fiduciary") of an employee benefit plan (the "Plan") subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or similar government regulations, such Fiduciary represents and warrants that (a) the execution and delivery of, and the acts contemplated under this Agreement are permitted by and in accordance with the Plan's governing documents; (b) such documents provide that an "investment manager" (as defined under ERISA) may be appointed for the Plan; (c) such Fiduciary is duly authorized to enter into this Agreement in the name and on behalf of the Plan; and (d) such Fiduciary is a "named fiduciary" (as defined under ERISA) who has the power under the Plan to appoint an investment manager. Further, the Client represents that the Broker-Dealer is capable of providing the "best execution" for the Account's brokerage

## WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

transactions, and that the commission rates that the Client negotiated are reasonable in relation to the brokerage and other services received by the Plan. The Client will monitor the services provided by the Broker-Dealer to assure that the Plan continues to receive “best executions” and pays reasonable commissions. The Client also acknowledges that the Account is only a part of the Plan’s assets, and that the Advisor is not responsible for overall compliance of such investment with the requirements of ERISA or any other governing law or documents.

### 20. ENTIRE AGREEMENT

This Agreement, and the schedules and exhibits attached hereto or referenced herein, constitutes the entire agreement of the parties with respect to management of the Account and can be amended or waived only by a written document signed by the parties.

### 21. APPLICABLE LAWS

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Virginia Beach General District Court or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts.

### 22. MISCELLANEOUS

All pronouns used herein shall refer to every gender. Headings or titles in this Agreement are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Agreement. In the event that any court having competent jurisdiction shall determine that one or more of the provisions contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that such court shall deem it to be enforceable, and as so limited or restricted shall remain in full force and effect. In the event that any such provision shall be deemed wholly unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

### 23. DISCLOSURES

The Client acknowledges prior receipt of the Advisor’s Privacy Policy and Part 2A & 2B of Form ADV; a disclosure statement containing equivalent information; or a disclosure statement containing at least the information required by law. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior the Client entering into any written or oral advisory contract with the Advisor, the Client has the right to terminate such contract without penalty within five business days after entering into such contract. For purposes of this Paragraph 23, a contract is considered entered into when all parties to the contract have signed the contract, or in the case of an oral contract, otherwise signified their acceptance, any other provision so this Agreement notwithstanding.

### 24. FORCE MAJEURE

Neither the Client nor the Advisor shall be responsible to the other for delays or errors in performance or breach under this Agreement to the extent occurring by reason of circumstances beyond reasonable control of the Client or the Advisor, including acts of civil or military authority, national emergencies, fire, major mechanical breakdown, labor disputes, flood or environmental catastrophes, acts of God, insurrection, war, riots, delays of suppliers or failure of transportation, except for the payment of fees by the Client hereunder.

# WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

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## 25. RISK ACKNOWLEDGEMENT

The Advisor does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that the Advisor may recommend and/or take for the Account. The Client understands that investment recommendations and/or decisions for the Account are subject to various markets, currency, economic, political and business risks, and that those investment recommendations and/or decisions will not always be profitable. The Client acknowledges the high-risk nature of the proposed investments. The Client understands that there may be loss or depreciation of the value of any investment due to the fluctuation of market values.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date set forth on Page 1.

WealthVisors LLC

By:

Name: Tyler Chianelli

Title: Managing Manager

Client: \_\_\_\_\_

By:

Print Name: \_\_\_\_\_

**SCHEDULE A**

<u>Range of Account Asset Values</u>		<u>Annual Fee % (Blended)</u>
From: \$ _____	To: \$ _____	_____
From: \$ _____	To: \$ _____	_____
From: \$ _____	To: \$ _____	_____
From: \$ _____	To: \$ _____	_____
From: \$ _____	To: \$ _____	_____

The Client sets forth the following restrictions and prohibitions to the Advisor's services as follows:

\_\_\_\_\_

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# WEALTHVISORS INVESTMENT ADVISORY AGREEMENT

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WealthVisors LLC  
2622 Southern Blvd., Suite 100,  
Virginia Beach, VA 23452

Re: Account Number(s): 1) \_\_\_\_\_  
2) \_\_\_\_\_  
3) \_\_\_\_\_  
4) \_\_\_\_\_  
5) \_\_\_\_\_

Until further notice I hereby authorize \_\_\_\_\_ to promptly pay WealthVisors LLC,  
directly from brokerage account(s) for monthly investment management fees incurred in the above accounts.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Client Name: \_\_\_\_\_

Joint Client 1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Joint Client 1 Name: \_\_\_\_\_

Joint Client 2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Joint Client 2 Name: \_\_\_\_\_

Thank you for your attention to this matter.

Agreed to by:

-----  
Tyler Chianelli, *Managing Member & CIO*  
**WealthVisors LLC**

**WealthVisors LLC**

PRIVACY POLICY

Effective November 2, 2018

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This declaration outlines the Privacy Policy of WealthVisors LLC (hereafter, “WealthVisors” or “WV”). The privacy policies established herein apply to individual and corporate clients that receive or inquire about investment advisory, financial planning or consulting services or who receive assistance related to personal, business, or household needs or have done so in the past with our firm. Please take a moment to review this information to learn about the privacy policies implemented by WealthVisors LLC and the rights available to you.

WealthVisors considers the privacy of its clients to be of vital importance and has established strict measures to preserve the confidentiality of the data you share with us.

You should understand how we protect your privacy when we collect and use information, and the measures we take to safeguard such information. To provide our tailored investment management services, we collect specific nonpublic information about you. Our policy is to keep this data confidential and strictly protected, and to use or disclose it only as required to render services to you, or as permitted or required by law. This policy applies to information for current and former clients. We include the details of our Privacy Policy in this document to help you understand how we collect data about you, the type of information we may receive and how we keep that data secure. Keeping consumer data secure and private is a top priority for WealthVisors.

We will not share nonpublic personal information about our clients with nonaffiliated third parties without prior client consent, except for the specific purposes described below. It is our policy that no client information obtained by WealthVisors is sold or made available to third parties except that:

- » Third parties may be used by WV to assist in the management or maintenance of client accounts (such as the Custodian)
- » Client information may be released per applicable laws and regulations

This declaration explains our collection, use, safekeeping and the principles we follow regarding our client’s information.

## INFORMATION WE COLLECT

To provide our financial advisory services, we obtain nonpublic, personal information about you, which may include the following:

- » Information that you provide on applications, questionnaires, subscription documents, or other forms including name, address, social security number, assets, spending habits, investment objectives, financial goals, statements of account, and other records concerning your investment plan, wills, trusts, mortgages, tax returns, and income.
- » Information about your transactions with us, our affiliates, or others (e.g., broker/dealers, custodians, clearing firms, or other chosen investment providers, record keepers, and insurance providers) such as balances, payment history, parties to transactions, and account usage.
- » Information about you from other WV affiliates, credit reporting agencies, and other third parties such as your creditworthiness, credit history, and additional financial background.

## INFORMATION WE SHARE

WealthVisors shares information in a limited and rigorously controlled manner. We use or share your information to identify and protect you against fraud, allow us to execute transactions promptly and

efficiently, and prepare the services to meet your needs and to provide you with the most suitable client service. Parts of client information that we may share include:

- » Information that you provide on applications, questionnaires, subscription documents, or other forms including name, address, social security number, assets, spending habits, investment objectives, financial goals, statements of account, and other records concerning your investment plan, wills, trusts, mortgages, tax returns, and income.
- » Information about your transactions with us, our affiliates, or others (e.g., broker/dealers, custodians, clearing firms, or other chosen investment providers, record keepers, and insurance providers) such as balances, payment history, parties to transactions, and account usage.
- » Information about you from other affiliates of WealthVisors, credit reporting agencies, and additional third parties such as your creditworthiness, credit history, and supplementary information.

Depending on the nature of your relationship with WealthVisors, our firm may share information with other WV affiliates as well as unaffiliated third parties.

### **SHARING INFORMATION WITH THIRD PARTIES NOT AFFILIATED WITH WEALTHVISORS**

We share information to unaffiliated third parties as required or permitted by state and federal law. Please be assured that whatever the reason for sharing your personal information, we take steps to ensure that those parties respect your privacy by restricting the use of your information to the intention for which it was disclosed. These unaffiliated third parties may include:

- » Companies that offer services to your account that we do not provide ourselves. Such services may consist of account valuation, account statement preparation, computation of fees, and printing services.
- » Companies that will assist in defending your account from fraud.
- » Companies that render services required to perform a transaction you request or to service your account.
- » Government agencies, courts, parties to lawsuits, or regulators in response to subpoenas.

In such circumstances where your personal information may be shared, we only disclose the information that we are required or authorized to share.

### **SECURITY AND CONFIDENTIALITY**

The security of your account is essential to us. Only those persons who need your information to perform their job have access to it. Also, we maintain physical, electronic, and procedural security measures that comply with federal regulations to protect your information in the event of disasters, disruptions, or unforeseen circumstances.

Our employees have restricted access to your personal information based on their responsibilities within the firm. All employees are trained to protect the confidentiality of your private information as described in these policies, which are heavily enforced at all times.

## **FORMER CLIENTS**

If you are no longer an active client of WealthVisors LLC, it is our practice to remain in compliance with the policies and procedures described in this Privacy Policy.

## **PRIVACY POLICY PRINCIPLES:**

- » We do not sell our client's information.
- » WealthVisors does not provide client information to persons or entities outside of our firm who are doing business for separate marketing purposes.
- » We offer prospective clients and former clients with the same protections as existing clients regarding the use of personal information.
- » If you are satisfied with the way that your personal information is managed you do not need to take any action at this time.

## **PRIVACY POLICY CHANGES**

We reserve the right to amend this Privacy Policy statement. The precedents included in this Privacy Policy are examples, and they are not intended to be restrictive. This notice replaces all previous remarks on our Consumer Privacy Policy and may be changed at any time. We will provide you with annual updates of our privacy policies and with revised policies if there are any modifications in how we handle your personal information.

If you have any questions about our Privacy Policy, contact WealthVisors, Compliance Department by writing to 2622 Southern Blvd., Suite 100, Virginia Beach, VA 23452, or feel free to contact our firm at (888) 285-9580.

**WealthVisors LLC**

FULL DISCLOSURE

Effective November 2 2018

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## WealthVisors

WealthVisors LLC (hereafter “WealthVisors” or “WV”) is a Registered Investment Advisor (“RIA Firm”) located in Virginia Beach, Virginia. WealthVisors may only conduct business in the states in which it is registered or qualifies for an exemption or exclusion from RIA registration requirements.

### EMAIL DISCLOSURES:

WealthVisors often communicates with its clients and prospective clients through email and other electronic means. Your privacy and security are of the utmost importance to us. WV employs active methods to assure that email communications do not include sensitive information. We remind our clients and others not to send WealthVisors private information over email. If you have private data to deliver, we can accommodate a secure means of transmittal for you. View the WealthVisors’ Privacy Policy for a complete understanding on how we collect, manage and protect your personal data.

Please note: WealthVisors does not accept trading or money transfer directions via email. As a Registered Investment Advisor, WV emails are subject to inspection by the WealthVisors, Chief Compliance Officer and the various securities regulators.

If you have received an email from WealthVisors in error, please contact the sender and destroy the email and its contents. If you have any questions about our email policies, we welcome you to Contact Us.

### FEE AND ACCOUNT DISCLOSURES:

Advisory fees are calculated based upon the aggregate amount of assets managed by WealthVisors LLC (as detailed further in WealthVisors’ Form ADV Part 2: Firm Brochure). Investment recommendations and advisory fees may vary for each Client.

WealthVisors does not make any representations concerning the execution quality of orders placed with our clients’ affecting broker-dealer. However, WealthVisors does observe the execution status of securities transactions to ensure our clients receive the most favorable trade execution according to regulatory requirements.

Description of “Free.” Some exchange-traded fund (ETF) securities offered through WealthVisors, may be freed of commissions; however, management and other fees may be incurred for investment products administered by outside companies, which are unaffiliated entities of WealthVisors.

### GENERAL DISCLOSURES:

The WealthVisors website is limited to the delivery of generic information about its advisory services, and our services are not described in their entirety. You should contact WealthVisors directly if you are interested in knowing about or using our investment advisory products and services.

Our website is intended to provide general information only, collectively with access to supplementary investment-related information, publications, and links. Therefore, the publicity of WealthVisors’ presence on the Internet should not be defined by any prospective client or consumer as the facilitation of personalized investment advice for compensation, over the Internet. Nothing on this site should be interpreted as a solicitation, offer, or recommendation to buy or sell securities. Investment advisory services are only available to investors who become advisory clients of WealthVisors LLC according

to a written Investment Advisory Client Agreement, which investors are advised to read and carefully analyze in deciding whether such agreement is suitable for their circumstances and experiences.

Any succeeding, direct communication by WealthVisors with a prospective client shall be administered by a representative that is either registered or qualifies for an exclusion or exemption from registration in the state where the potential client resides. For details on the registration status of WealthVisors, please contact the state securities regulators for those states in which WV maintains a registration status. A copy of WealthVisors' current written disclosure statement discussing WealthVisors' business operations, services and fees are available at the SEC's investment adviser public information website – [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) – or from WealthVisors upon written request.

This website and the contents herein are for informational purposes only. Investments involve risk and unless otherwise stated, are not guaranteed. This website and information are not intended to provide investment, tax, or legal advice. Be sure to first consult with a qualified financial advisor and/or tax professional before implementing any investment strategy.

Information presented is deemed to be factual and up-to-date, but we do not guarantee its correctness, and it should not be perceived as a complete exposition of the subjects addressed. All declarations of opinion reflect the view of the authors as of the date of formation and are subject to change.

#### **PERFORMANCE DISCLOSURES:**

Past performance is no guarantee of future results. No person should invest who is not, either solely or with their advisors, capable of evaluating the benefits and risks of proposed investments. There is no representation made that WealthVisors will or is suspected to realize its investment objectives or that any investor will or is likely to achieve results comparable to those shown or make any profit at all. Investors should understand that every investment involves risk and substantial losses could occur.

#### **SECURITY SELECTION DISCLOSURES:**

The securities utilized in client accounts primarily consist of individual equities, derivatives, mutual funds, bonds, and ETFs, which commonly are registered investment companies under the Investment Company Act of 1940. Although WealthVisors maintains its selection process on securities with strong liquidity, low expenses, and minimal tracking errors, WVs' selection process does not guarantee the quality of a particular security or that it will 1) be profitable, 2) adequately follow any comparable index, 3) trade in a liquid manner, or 4) trade at or above its publicly-posted net asset value.

WealthVisors maintains the right to modify at any time the selection of securities that it recommends. WealthVisors, in its sole discretion, can stop the trading of any security that does not meet the requirements needed to fulfill our investment strategies. Clients should be aware that changes in the selection of investments exercised by WVs' investment advisory services may subject them to additional tax liability due to the sale of their existing security holdings.

#### **TAX DISCLOSURES:**

Clients should consult with their legal counsel concerning the tax ramifications of investing with WealthVisors; engaging in tax-loss harvesting investment strategies that may be implemented in our advisory services. Clients and their professional legal or tax advisors are responsible for how the

security transactions administered in an account are reported to the IRS. WealthVisors assumes no responsibility for the tax consequences to any client of any transaction.

**THIRD-PARTY DISCLOSURES:**

WealthVisors may utilize third-party websites that include blogs, social media websites and other interactive content; although believed to be reliable, it has not been independently verified, and its accuracy or completeness cannot be guaranteed. The information is of a generalized nature and should not be construed as investment advice. WealthVisors considers all interactions with clients, prospective clients and the general public on such sites to be advertisements under the securities regulations. As such, WealthVisors may retain a copy of information that WealthVisors or third-parties may contribute to such websites. This information is subject to review and inspection by the CCO of WealthVisors or the state and federal securities regulators.

WealthVisors does not make any representations or guarantees as to the accuracy, timeliness, suitability, completeness, or relevance of any information prepared by any unaffiliated third party, whether linked to WealthVisors' website or incorporated herein and thus takes no responsibility. Market data, articles and other content on this website are based on generally-available information and are accepted to be truthful. All such information is presented solely for informational purposes only, and all users should understand accordingly.

The information provided on third-party sites is for educational purposes only and is not, in any form, to be interpreted as financial advice nor a recommendation to buy or sell securities. Investment advice is only provided to persons after entering into a written advisory agreement; providing WealthVisors with all required background information for performing our fiduciary duties.

**WealthVisors LLC**

TERMS OF USE

Effective November 2, 2018

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## AGREEMENT AND ACCEPTANCE OF TERMS

WealthVisors LLC (“WealthVisors,” “WV,” “us,” “our,” or “we”) offers tailored wealth management solutions to assist our clients in reaching their financial goals. When you enter [www.wealthvisors.com](http://www.wealthvisors.com), our applications, and our other online services and websites (collectively, the “Platform”) you are legally bound by our Terms of Use, along with the WealthVisors’ Privacy Policy and Full Disclosure; hereby included by reference; (jointly, this “Agreement”) all of which may be revised by us at anytime without prior notification to you. By accessing the Platform, you affirm that you have read, understood, and consent to be legally bound by these Terms of Use and our Privacy Policy. If you do not agree to any of these terms, please do not use the Platform. As customary, references to “WealthVisors” on the Platform refer to “WealthVisors LLC.” For purposes of these Terms of Use, the name “WealthVisors” applies mutually to WealthVisors LLC and their corresponding affiliates, partners, representatives, and employees. Please examine the entirety of this legal document thoroughly before using our Platform.

The Platform is operated by WealthVisors LLC, a Registered Investment Advisor that administers business in U.S. states where it is licensed and registered. Brokerage services are rendered to clients using qualified third-party custodians; further explained in our Firm Brochure: Form ADV 2A. WealthVisors LLC is not affiliated or endorsed with any third-party broker-dealers, banks or custodians.

The stipulation of investment advisory services to retail clients of WealthVisors is governed by the Client Agreement effective September 28, 2018. We suggest that you read any relevant client documents carefully before determining whether to engage WealthVisors LLC to provide you with investment advisory services.

The “Class Action Waiver” section below includes a restrictive class action disclaimer that affects your legal rights.

IF YOU DO NOT ACCEPT OUR TERMS OF USE IN THEIR ENTIRETY, YOU ARE NOT PERMITTED USE THE WEALTHVISORS PLATFORM.

## ACCESS

To access particular features of WealthVisors, you must enroll to formulate an account (referred as “User Account”). When you register, you will be required to select a password, which you will be asked to enter when accessing your User Account. WealthVisors has mechanical, computerized and procedural defenses that comply with state and federal standards to secure Users’ and Clients’ non-public personal information (see our Privacy Policy for further details about how we safeguard your data).

The protection of your account including your password and other User Information is your sole responsibility. You acknowledge not to reveal your password to any third party, and you will notify WealthVisors promptly if your password is forgotten or compromised or if you surmise any unapproved use of your User Account. As a User, you recognize that you shall be fully responsible for any behaviors or activities under your User Account, whether or not you have approved such situations or operations.

You agree that the data you provide to us on account enrollment within our Platform will be valid, genuine, active and complete.

If you want to contribute improvements to the WealthVisors Platform, then you must do so via our “Partner Program” protocol. As used in these Terms of Use, “APIs” means applicational programming

interfaces and related intermediaries and documentation that provide passage to particular data displayed on our Platform. Access to our API protocols asks you satisfy our Partner Program qualification guidelines and enter into a contracted partnership agreement with WealthVisors LLC. You may not extract or reproduce information through any medium (including web or app crawlers, browser plugins, and add-ons, and any other technology or manual work).

If you wish to learn more about becoming a Partner, please contact us at [info@wealthvisors.com](mailto:info@wealthvisors.com).

## **CONTENT**

“User Information” as used in these Terms of Use implies, jointly, the information and other content that users’ upload, post, submit, present, approve of, or contrarily make available to the WealthVisors Platform. This User Information constitutes personal information such as name, address, employer information, email address, as well as any other information, collected from Users and Clients through the Platform. “Content” as applied in these Terms of Use implies, collectively, all content on or delivered through the WealthVisors Platform that is not User Information, including but not limited to writing, performance graphs, investment portfolios, financial plans, security recommendations, forecasts, any information recognizing or representing asset managers or funds, and security price quotes. WealthVisors reserves the right to remove and permanently erase any Content or User Information from the Platform without notice.

## **ELECTRONIC DISCLOSURE CONSENT**

By giving your email to register for the usage of our services, you agree to accept all notifications and information concerning our services and other offerings electronically. Electronic communications may be posted on our Platform and remitted to your designated e-mail address. All communications in electronic format will be deemed to be in “writing,” and to have been received no later than five (5) business days after posting or delivery, whether or not you have discovered or received the communication. Your consent to accept communications electronically is valid until you end your association with WealthVisors as stated in the “Termination” section below. You must provide us with accurate, reliable and complete e-mail address information, contact and other data related to this acknowledgment and to manage and update any changes in the information as mentioned above immediately. You are permitted to print a copy of any electronic communications and preserve it for your record keeping. We possess the right to discontinue or amend the Terms of Use on which we provide electronic communications and will provide you notice of such changes per applicable to the law.

## **PLATFORM ELIGIBILITY**

The Platform is reserved only for U.S. individuals who are age 18 years of age or older. Any access to or usage of the Platform by anyone under 18 is unapproved, unlicensed, unlawful and in violation of these Terms of Use. By accessing or using the WealthVisors Platform, you comply and guarantee that you are 18 years of age or older.

Our Platform is only allowed to be used by persons residing in the United States. WealthVisors does not claim that the Platform is suitable or accessible for use outside the United States. Furthermore, WealthVisors makes no representations that accessing the Platform from locations outside the United

States is legal or permitted under confined law. WealthVisors possesses the power to reject eligibility to any person or persons to access the Platform without justification or explanation.

## **PLATFORM IS FOR EDUCATIONAL PURPOSES ONLY**

The public portions of the Platform (the parts of the Platform accessible to persons who are not subject to a Client Agreement) are presented for educational purposes only and are not meant to provide legal, tax, or investment advice. By accessing public sections of the Platform, you agree you are responsible for your investment research and decisions, and will not rely on the Platform as the primary basis for your investment decisions. WealthVisors will not be held liable for any transactions you conduct based on information you obtain via the publicly accessible parts of the Platform.

## **CONDITIONS OF USE**

You accept that you will comply with all relevant laws, including, without restriction, tax laws, intellectual property laws, anti-spam laws, export control laws, privacy laws, and supervisory requirements. You additionally confirm that you will use the Platform strictly for your personal, non-commercial use and will not endeavor to intervene with the operation of the Platform in any form.

## **COMMUNICATIONS WITH AND SUBMISSIONS TO WEALTHVISORS**

Registered representatives or agents of WealthVisors may record and monitor all or portions of your phone calls, emails, text messages, online chats and other communications with WealthVisors for quality control, customer service, employee training, security concerns, legal reasons, compliance obligations, and other law-abiding intentions. Such an agreement is continuous and need not be approved before, or while, such monitoring or recording, except to the extent as applicable by law. WealthVisors may also archive your communications with WealthVisors for regulatory and additional purposes. As a result of such procedures, you consent to such this communication policy herein.

We encourage you to contact us; however, you should not e-mail us any information that contains confidential personal data. With regard to all e-mails and communications you send to WV, including, but not limited to, questions, evaluations, feedback, remarks, opinions, and so forth, we shall be permitted to use any rating figures, notions, ideas, know-how, or methods contained in your communications for any purpose whatsoever, including but not limited to, the improvement, development, design and marketing of products and services that include such information without attribution or compensation to you.

You accept that our Terms of Use and the laws, stipulations, guidelines, and policies contained herein, and WealthVisors' implementation thereof, are not denoted to bestow and do not give any rights or solutions on any person other than you and WealthVisors. These Terms of Use concurrently with the WealthVisors' PRIVACY POLICY and CLIENT AGREEMENT establish the entire Agreement between WealthVisors and you concerning the subject matter hereof. Any declaration or other communication to be given herein will be in writing and given by (a) WealthVisors via email (in each case to the email address you provide), or (b) you via email to [info@wealthvisors.com](mailto:info@wealthvisors.com) or such other addresses as

WealthVisors may specify in writing. The date of accession shall be deemed the time on which such notice is transmitted.

## **CONFIDENTIALITY AND FEEDBACK**

We embrace “User,” and “Client” communication, feedback, observations, grievances and proposals (collectively, “Feedback”) as this will improve WealthVisors’ products and services. You acknowledge that all Feedback we receive is our private information (“Confidential Information”). Furthermore, any of our trade secrets, programming, software, product classifications as well as any non-public technological, commercial or enterprise or financial knowledge that we share with you is also our Confidential Information. You consent not to reveal or give any of our Confidential Information to any third party, including, without restriction, any segments of the media, press or collaborators. Feedback can be sent to [info@wealthvisors.com](mailto:info@wealthvisors.com).

## **EXTERNAL LINKS OR SITES**

The Platform may include connections to third-party sources or websites (“External Links”) that are not affiliated with or endorsed by WV. WealthVisors is not liable for such content and does not sponsor or approve outside links to third-party sites. We are not responsible for the content of any associated External Links and make no representations regarding the information or accuracy of matters on External Links. Such material may include terms and conditions, privacy stipulations, confidentiality provisions, or other terms that vary from the Terms of Use relevant to WealthVisors LLC. We accept no liability or responsibility under any circumstances for the correctness, security, or views contained in such content. If you choose to access External Links, you declare this is done at your own risk.

External Links are rendered entirely as a utility to you and not as an approval by WealthVisors of the content thereof. The material included on External Sites is produced and administered by others. You should reach the site controller or webmaster for the External Links if you have any matters concerning such links or any content found on such External Links. It is advised you take precautions when accessing files from all external websites to defend your computing devices from destructive programs or viruses. If you elect to access linked External Links, you do so at your sole risk.

## **DISCLAIMER OF LIABILITY**

Your access to the WealthVisors’ Platform and the private information you give is at your sole discretion and risk. WealthVisors’ Platform and all elements, data, content, products, and services included therein are granted on an AS IS and AS AVAILABLE basis without guarantees of any kind from WealthVisors.

WEALTHVISORS EXPRESSLY DENIES ALL LIABILITIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ASSOCIATED TO WEALTHVISORS’ PLATFORM, WEBSITE, CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE GUARANTEES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WEALTHVISORS LLC REVOKES ANY WARRANTIES, EXPRESS OR IMPLIED:

A) REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF WEALTHVISORS’ PLATFORM, MATERIAL AND USER INFORMATION;

B) THAT WEALTHVISORS' PLATFORM WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED;

C) THAT WEALTHVISORS' PLATFORM WILL BE FREE FROM ELECTRONIC VIRUSES;

D) ALTERNATIVELY, CONCERNING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY WEALTHVISORS ON ITS WEBSITE INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED THROUGH SOCIAL MEDIA.

No financial advice or information, whether written or oral, obtained from the WealthVisors' Platform to you, shall constitute any warranty not pronounced explicitly in this Agreement. If you decide to rely on such information, you do so solely at your own risk.

Some states or territories do not approve the dismissal of specific warranties. Therefore, some of the preceding omissions may not apply to you.

## **INVESTMENT TOOLS AND PROBABILITY FORECASTS**

WealthVisors gives no representation concerning the probability or expectation that any real or theoretical investment will produce a clear result or function in any foreseen manner. Any historical performance data provided on the Platform makes no representation to the actual achievement of any particular investor's portfolio and may not display all determinants that could influence such observation for a specific investor. Past performance should never be interpreted as a guarantee of future results. Investment returns in any period of time may be far below or above those of a prior time. There is no representation made that any investment, security or trade will or is anticipated to produce gains or losses related to those reached in the past, or that substantial losses will be circumvented. There is an inherent risk investing in securities and investments made with WealthVisors LLC are subject to losing value.

The results, collections, and performance data displayed on the Platform applies or incorporates information gathered from third-party vendors, including index data and autonomous exchange quotes. WealthVisors does not guarantee the accuracy of third-party data but does believe it to be genuine.

## **FORWARD-LOOKING STATEMENTS**

The Platform includes specific "forward-looking statements," which may be distinguished by the application of such words as "think," "anticipate," "forecast," "should," "projected," "calculated," "potential," "estimates," and other comparable expressions. Samples of forward-looking remarks include, but are not restricted to, evaluations regarding financial status, effects of operations, and the advancement or lack of advantage of WealthVisors's investment method or strategies. All investors are subjected to numerous determinants, including, but not confined to, universal and regional economic fitness, varying levels of competition inside particular industries and sectors, fluctuations in interest rates, developments in legislation or regulation, and other financial, competing, political, regulative, and

technological circumstances influencing WealthVisors' operations that could generate actual outcomes to deviate substantially from forecasted outcomes.

### **NO INVESTMENT OR FINANCIAL ADVICE; NO OFFERS OR ASSURANCE PROVIDED:**

Users are to understand that information outlined in sections of the Platform that visitors have access to (the "User Visiting Areas") should NOT be construed as investment or financial planning advice. The User Visiting Areas are confined to the administration of general knowledge about WealthVisors' advisory services, collectively with pathways to supplementary investment-related information, presentations, educational content, and links. Consequently, the disclosure of information on the User Visiting Areas on the Internet should not be interpreted by any client or prospective client/investor as a solicitation by WealthVisors to effect or try to effect transactions in securities, or the rendering of individualized investment advice for compensation, over the Internet.

WealthVisors is not a law firm nor an accounting firm, and no part of the Platform should be interpreted as legal, accounting, or tax advice at any time. To the degree that past performance is accessible within the Platform, past performance is not symbolic of future results, and no representation is implying that any investment will or is likely to achieve profits or losses similar to those produced in the past, or that substantial losses will be avoided.

No material accessible in the Platform shall be accepted or viewed as an offer to sell or a solicitation of an offer to buy the securities or services of any of our affiliated entities. Recommendations can only be given where prudent suitability is defined and in compliance with applicable law.

It is important to recognize that various types of investments entail different levels of risk, and there can be no certainty that the future performance of any particular investment or investment strategy (including those engaged or advised by WealthVisors), will be successful or equivalent to any historical performance measures. It should not be expected that investments made for any distinct account will equal the performance or disposition of the investments presented on the Platform, or that the returns of any accounts controlled by WealthVisors will match the performance of the investments reviewed on the Platform. Investors may encounter notably inconsistent results in any given investment.

### **NO INSIDE INFORMATION; NO GUARANTEED RESULTS**

WealthVisors gathers data from a broad assortment of publicly-available specialists. WealthVisors does not possess, nor does it allege to have, sources of confidential, private or inside information. The investment recommendations generated by WealthVisors in conjunction with its advisory services are based on the professional capacity of WealthVisors, and WealthVisors LLC cannot and does not guarantee the returns of any security recommendations.

### **INVESTMENT RECOMMENDATIONS AND POSITIONS**

Some parts of the Platform may include a review of, and/or grant entrance to, WealthVisors' (and those of separate investment and non-investment professionals) positions and/or investment suggestions as of a particular preceding time. Due to numerous circumstances, including fluctuating market environments, such reviews may no longer be studious of prevailing conditions and/or security recommendations. Furthermore, no Registered User shall consider that any such analysis serves as the approval of, or a

replacement for, individualized financial advice from WealthVisors or any other investment professional herein.

## LIMITATION OF LIABILITY

WEALTHVISORS LLC NOR ANY OF ITS DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES OR AGENTS SHALL BE LIABLE IN ANY MANNER FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, PERSONAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, MISSED OPPORTUNITY, COST OF OBTAINING SUBSTITUTE SERVICE, OR LOST PROFITS) EMERGING OUT OF OR IN ASSOCIATION WITH THE PLATFORM OR THE USE OF THE PLATFORM OR A LINKED SITE (INCLUDING BUT NOT LIMITED TO THE OBSTRUCTION OR FAILURE TO USE THE PLATFORM OR A LINKED RESOURCE). THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING OF WHETHER THE DAMAGES ARE FORESEEABLE OR WHETHER WEALTHVISORS HAS BEEN DIRECTED OF THE FEASIBILITY OF DAMAGES. THE PRECEDING LIMITATION OF LIABILITY SHALL BE IMPLEMENTED TO THE FULLEST EXTENT AUTHORIZED BY LAW IN THE APPLICABLE JURISDICTION. IN NO CIRCUMSTANCE SHALL WEALTHVISORS' COLLECTIVE LIABILITY TO YOU SURPASS U.S. \$50.

## NO WARRANTIES

All services, products, and material on the Platform are rendered "as is" without guarantee of any form, limited or implied, including, but not limited to, assumed warranties of accessibility, appropriateness for a distinct purpose, right, non-infringement, security, or correctness. WealthVisors does not guarantee and is not liable for the exactitude or authenticity of any information on the Platform. It is your duty to assess the correctness, authenticity, completeness, and timeliness of any information accessible on the Platform. WealthVisors explicitly denies any responsibility to update the data on the Platform.

## WAIVER AND SEVERABILITY CLAUSE

Any remission of any specification covered in these Terms of Use shall not be regarded to be a relinquishment of any other right, provision, or term of these Terms of Use. If any provision in these Terms of Use is determined to be entirely or partly unenforceable, unlawful or invalid, such stipulation shall be executed to the degree it is applicable, legal, and the legality, legitimacy, and enforceability of the outstanding terms shall be affected or undermined to any extent hereto.

## NO LEGAL OR TAX ADVICE RENDERED

WealthVisors endeavors to make it as useful and smooth as possible in managing and building your investment portfolio. Nevertheless, neither WV nor our services offer, provides, or renders tax or legal advice under any circumstance. Before making an investment or financial decision, we suggest that you talk with an investment advisor, or tax or legal professional first. WV independently administers and gives investment advice to clients who enter a written agreement with us.

## THIRD-PARTY FINANCIAL SERVICES

Investment advice contributed by WealthVisors relates to any recommendations, suggestions, analysis, or evaluations supplied to you through a licensed financial advisor in regards to purchasing, selling, trading, holding, assessing or investigating any security or associated class of investment. Financial

## WealthVisors

advice provided by WV also relates to any recommendations, suggestions, analysis, or evaluations given to WVs' users through the services that encompass purchasing, selling, trading, holding, assessing or investigating any security or related type of investment.

WealthVisors welcomes more extensive investment advisory services, such as discretionary portfolio management, under a separate investment advisory agreement with you.

WealthVisors and Third Party Offers: Some components of our service offerings may, either now or in the future, be supported by promoting or advertising joint venture relationships. We will always disclose when a particular WealthVisors third-party offer is sponsored or when a third-party compensates WealthVisors in connection with the sponsored offer.

## INTELLECTUAL PROPERTY

WealthVisors LLC controls the Platform and is the sole proprietor and authorized administrator of all writings, illustrations, design elements, photos, graphs, animations, sounds and other matters contained within the Platform. The materials furnished inside the Platform, including, without restriction, any copyrights, trademarks, service marks, and all other proprietary works, are protected by the United States and International copyright laws, trademarks laws, treaties, and other proprietary licensing laws. WealthVisors maintains copyright protection in the collection, coordination, and organization of the material enclosed within the Platform.

WealthVisors, the WealthVisors logo, and additional intellectual property marks are our reserved as registered trademarks and service brands. For a list of trademarks, see the WealthVisors Intellectual Property Portfolio. Any separate product titles and company logos found on WV marketing materials are the service marks or trademarks of their respective owners. Except as designated in this section, you are not permitted to duplicate, replicate, copy, produce secondary works from, upload, post, republish, broadcast, or circulate in any form whatsoever any of our content, data, technology or intellectual property without our explicit, written permission.

## GOVERNING LAW

All Platform and website activity or treatment of these Terms of Use are governed by the laws of the United States of America and the applicable laws of the State of Virginia, without regard to any preceding legal policies. You accept that the federal court of the Eastern District of Virginia, if it has controlled resolution authority, will have exclusive jurisdiction to try and resolve any claims or disputes between you and WealthVisors, pertaining directly or indirectly to these Terms of Use, or to any matter emerging from these Terms of Use, or any other document executed and delivered in connection with this Agreement, the use of the Platform or the products or services offered by WealthVisors LLC. If the federal court lacks subject matter jurisdiction, any state court located in Virginia Beach, Virginia, will have the exclusive right to hear and determine such claims or disputes. To the fullest degree sanctioned by applicable state and federal law, you and WealthVisors each agree to abandon the constitutional right to a trial before a jury.

## INDEMNIFICATION

You agree to indemnify, exonerate and hold WealthVisors and any of our affiliates, licensors and agents, and all of their officers, directors, employees, agents, information providers and licensors harmless against any and all third-party claims, damages, liability and costs (including attorneys' fees and costs)

incurred by any of these parties that start out of or are produced by your use of our products and services and/or our Platform, your violation of this Agreement, your infringement of any intellectual property rights, or violation by any user of your account. In the event there are third-party claims against you for which you seek damages from us under this Agreement, or we are subject to any liability for which we have the right to be indemnified by you, we reserve the right at our interest in the event of claims by third parties against you, and at your expense in the case of claims for which we have the right to be indemnified by you, to assume the independent defense and control of any such claim, and you agree that in any event no such claim can be resolved without our prior written approval.

## **ARBITRATION**

ANY CONFLICT, CLAIM OR CONTROVERSY EMERGING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE MEASUREMENT OF THE EXTENT OR VALIDITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY BINDING MEDIATION RATHER THAN A COURT IN VIRGINIA BEACH, VIRGINIA BEFORE A SOLE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS ACCORDING TO MODERNIZED ARBITRATION RULES AND PROCEDURES, AND THE ARBITRATOR SHALL ADMINISTER THE LAWS RELEVANT IN THE STATE OF VIRGINIA. EVALUATION ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING POWER AS STIPULATED ABOVE UNDER "GOVERNING LAW AND VENUE." THIS CONDITION SHALL NOT PREVENT PARTIES FROM ATTEMPTING INJUNCTIONS OR OTHER APPLICATIONS OF EQUITABLE RELIEF OR TRANSIENT SUPPORT IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. YOU AGREE THAT ALL DISPUTES MUST BE BROUGHT IN YOUR CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION CLAUSE, YOU AGREE THAT YOU ARE DISMISSING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. ALSO, YOU AGREE TO WAIVE THE RIGHT TO ENGAGE IN A CLASS ACTION LAWSUIT OR LITIGATE ON A CLASS-WIDE FOUNDATION. YOU CONSENT THAT YOU HAVE EXPLICITLY AND PURPOSELY ABANDONED THESE RIGHTS. IN ANY ARBITRATION, THE ARBITRATOR MAY, IN THE CITATION, DESIGNATE ALL OR PART OF THE EXPENSES OF THE ARBITRATION, INCLUDING THE FEES OF THE ARBITRATOR AND THE REASONABLE LEGAL FEES OF THE UNDERLYING PARTY, AND SHALL ASCERTAIN THE UNDERLY PARTY FOR THIS PURPOSE.

## **CLASS ACTION WAIVER**

You acknowledge that any legal proceeding shall be restricted to the conflict between you and WealthVisors independently. To the complete extent sanctioned by law, (i) no arbitration or legal action shall be associated with any other; (ii) there is no power or jurisdiction for any dispute to be mediated or settled on a class action-basis or to appropriate class action procedures; and (iii) there is no right or permission for any legal action to be effected in a professed agent capacity on account of the general public or any additional means. You grant that you may invoke claims against us only in your individual capacity and not as a plaintiff or class member in any purported class or representative action.

## **CLAIMS OF COPYRIGHT AND TRADEMARK INFRINGEMENT**

If you think that your intellectual property is being applied to or on the Platform in a way that conceives copyright or trademark infringement, please confer this notice to our authorized representative set forth

below. The following information is dictated by Section 512(c)(3) of the Digital Millennium Copyright Act:

A) Description of the intellectual property declared to have been infringed on, or if a single notification covers various protected material at a single online site, a representational list of such activities at that site;

B) Classification of the protected works that is alleged to be infringing or to be the subject of infringing actions and that is to be removed or access to that which should be excluded, and information rationally satisfactory to permit WealthVisors to determine the element on our website or the Platform;

C) Knowledge reasonably adequate to enable us to communicate with you, such as an email address, telephone number, and, if available, a physical address, if different from your registered profile with WealthVisors;

D) A statement that you have a good faith understanding that uses the protected works in the manner accused of is not authorized by you, your agent, or the administered authority; and

E) A record that the information in the announcement is valid, and under penalty of perjury, that you are commissioned to act on behalf of the proprietor of an exclusive right that is purportedly violated.

The specifications defined above must be sent to WealthVisors' authorized representative, whose contact information is as follows:

**Attention: Intellectual Property Dept.**

**WEALTHVISORS LLC**

**2622 Southern Blvd., Suite 100**

**Virginia Beach, VA 23455**

**Visit [www.WealthVisors.com](http://www.WealthVisors.com)**

**Phone: (888) 285-9580**

**Email: [info@wealthvisors.com](mailto:info@wealthvisors.com)**

You should understand that Section 512(f) of the Digital Millennium Copyright Act may command responsibility for damages on any person who deliberately sends meritless notifications of infringement. Please do not make false claims about trademark or copyright infringement. Any message or communication that you present may be given with third parties, including the individual who provided the supposedly infringing material. Upon acceptance of a bona fide infringement warning by the Authorized Representative, we will exclude or disable access to the infringing matter, inform the user that it has been removed or access disabled, and, for repeat offenders, to cancel such user's access to the Platform.

If you believe that your content should not have been removed for alleged copyright infringement, you may send WealthVisors' Authorized Representative a written counter-notice with the following information:

A) Identification of the protected material that was removed, and the location on the Platform or website where it would have been found before its removal;

B) A written statement, under penalty of perjury, that you have a good faith understanding that the material was withdrawn as a consequence of a misunderstanding or mistake; and

C) Your physical or electronic signature, collectively with your contact information (address, telephone number, and email address).

If the Designated Agent receives a counter-notice, we may assign a copy of the counter-notice to the first objecting party notifying the individual that it may replace the displaced material or discontinue within 14 business days. Unless the intellectual property owner files a legal action seeking a court order against the user, the discarded works may be replaced, or access to it restored in 10 to 14 business days or longer after receiving the counter-notice, at our inclination.

## **ENDING YOUR RELATIONSHIP WITH WEALTHVISORS**

This Agreement will remain to administer unless canceled by either you or WealthVisors as described hereinafter. If you aspire to end your legal agreement with us, you are entitled to do so by terminating your Account.

### **PLEASE USE THE FOLLOWING PROCEDURE TO CANCEL YOUR ACCOUNT:**

Email [info@wealthvisors.com](mailto:info@wealthvisors.com) from the email address connected with your Account, designating "CANCEL ACCOUNT" in the subject line of the electronic mail. After verifying you are the account owner, WealthVisors will purge your records, transactions, and login information from our database and will only proceed to retain such information as dictated by law.

WealthVisors maintains the liberty to abolish our legal agreement with you (by rendering an email notification of such closure): (i) if you have violated any stipulation of this Agreement (or operated in a fashion that distinctly confirms you do not approve of or are incapable of complying with the terms of this Agreement); (ii) if we understand we are obliged to do so by law (for instance, wherever the jurisdiction of the services to you is, or becomes, illegal); (iii) if we no longer provide any of the services you employ; (iv) if you no longer consent to the terms and provisions of this Agreement; or (v) for any other cause or no basis, in our single and authoritative discretion. The termination of this Agreement will not change any of our rights or your commitments proceeding within this Agreement before termination.

## **TERMINATION**

We may terminate or discontinue your access to the Platform or any division thereof and eliminate any data (including User Information) from the Platform, in our sole discretion, at any point for any purpose without notification to you. Moreover, if we regard, in our full capacity, that a violation of these Terms of Use has transpired, we may exercise any additional restorative actions as we consider necessary. WV maintains the power to investigate presumed breaches of these Terms of Use, including without restriction any negligence originating from any User Information. We may attempt to collect information from a user who is surmised of violating these Terms of Use (or from any other user), and you consent to furnish us with any information needed. We will fully support any law enforcement authorities or court orders asking or instructing us to expose the identity of anyone publishing, posting, or otherwise making available any User Information, emails, or other matters that are deemed to infringe these Terms of Use.

Any postponement, termination, or dissolution shall not alter your responsibilities to WealthVisors under these Terms of Use (including but not limited to indemnification, ownership, and limitation of

liability), which by their function and connection are meant to outlast such stoppage, termination, or removal.

You may ask for termination of your User Account at any point and for any purpose by transmitting an email to [info@wealthvisors.com](mailto:info@wealthvisors.com).

## **CHANGE OF TERMS**

WealthVisors has the right, in its sole discretion, at any time to revise, suspend or discontinue the Platform, any piece thereof, or any material thereon without warning, or to change these Terms of Use. All modified Terms of Use will be valid upon the date when the replacement takes place unless there is a material change, which will be in effect when WV administers communication to you unless a more extended announcement period is dictated by applicable law. If any modified terms of use are not agreeable to you, your single solution is to discontinue use of the Platform, and if relevant, terminate your Account as defined below. By remaining to enter or use the Platform after WealthVisors makes any such amendment, you consent to be legally bound by the updated Terms of Use.

We may alter this Agreement at any moment, and consequently, we advise that you check this Agreement on a quarterly basis. We may inform you of any modifications via the email address connected with your Account, and you consent to receive electronic communications, links to any amended Agreement on our Platform, and you recognize that any of these mediums of communicating a change in this Agreement authorizes sufficient notification to you. Your sustained admittance or utilization of the Platform or any of the services designates your understanding to be legally obliged by any and all such revisions.

## **SECTION HEADINGS**

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

## **ENTIRE AGREEMENT**

The Agreement, including the separate Privacy Policy and Full Disclosure and any other documents referred in this Terms of Use, represents the complete acknowledgment between both you and WealthVisors regarding the services (as specified herein) and the subject resolution hereof and succeeds any prior declarations or representations. In the event of a dispute, the terms of this Agreement shall prevail but, solely to the subject matter herein.

## **QUESTIONS**

This document establishes our complete Terms of Use for WealthVisors LLC and our related products and services. If you have questions about our Terms of Use or any content herein, please contact our support staff at [info@wealthvisors.com](mailto:info@wealthvisors.com).

You can also communicate with WealthVisors by phone at 888.285.9580 or via physical mail at:

**WEALTHVISORS LLC**  
**2622 Southern Blvd., Suite 100**  
**Virginia Beach, VA 23455**