

## **Part 2A of Form ADV**

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**February 25, 2026**

This brochure provides information about the qualifications and business practices of ProPartners Wealth, LLC. If you have any questions about the contents of this brochure, please contact us at 573-818-2250 or at [cade@ppwteam.com](mailto:cade@ppwteam.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.

ProPartners Wealth, LLC is a registered investment adviser. Registration of an Investment Adviser does not imply any level of skill or training. The oral and written communications of an Adviser provide you with information about which you determine to hire or retain an Adviser.

Additional information about ProPartners Wealth, LLC can be found on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

## Item 2 – Material Changes

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### Material Changes since the Last Update

The following material changes have occurred since the Firm's last Annual Updating Amendment filed March 19, 2025: The Firm offers 3(21) Pension Consulting Services and 3(38) Fiduciary Services, as outlined further in Items 4 and 5 below, and the Firm has a related entity, Pro Partners Team, LLC, that offers business consulting services separate and apart from the Firm's services and that is outlined further in Item 10 below.

### Full Brochure Available

You may view the current Disclosure Brochure online at any time at the SEC's Investment Adviser Public Disclosure website: [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov). You may also request a copy of this Disclosure Brochure at any time by contacting us at 573-818-2250 or at [cade@ppwteam.com](mailto:cade@ppwteam.com).

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## Item 4 – Advisory Services

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### **Firm Information**

ProPartners Wealth, LLC (“ProPartners Wealth”), is an advisory firm organized as a Limited Liability Company under the laws of the State of Missouri. ProPartners Wealth, LLC was founded in March of 2018 and is owned by Wes Hentges and Kale Flaspohler.

### **Advisory Services Offered**

ProPartners Wealth offers financial planning and investment management to individuals and small business owners described in further detail below.

#### Investment Management Services

ProPartners Wealth provides investment management services and oversight to a Client's account held at an independent custodian. ProPartners Wealth works with each Client to identify their investment goals and objectives as well as risk tolerance and financial situation in order to create a portfolio strategy.

*Use of Sub Managers*—ProPartners Wealth will delegate the investment management of a Client's account to an outside manager participating in a separately managed account program offered by Envestnet Asset Management Inc. ProPartners Wealth will determine and recommend an appropriate asset allocation and recommend sub-managers available through Envestnet to invest and oversee Clients investments to meet the Client's needs. ProPartners Wealth determines which services and sub managers of Envestnet to utilize with its Clients. In selecting investment vehicles and/or sub managers ProPartners Wealth will consider factors it deems relevant, including but not limited to, the investment goals and objectives of Client, and any reasonable restrictions imposed by Client on management of the accounts. ProPartners Wealth is responsible for determining the target asset mix and will determine the manager appropriate for the Client. ProPartners Wealth will perform due diligence over these outside managers to ensure the strategies are and remain aligned with its Clients' investment objectives and overall best interests. Before services are provided by a sub-manager, the Client and the Advisor will sign a Statement of Investment Selection that sets forth the sub-manager (s) selected for the Client's account and the sub-manager's fee schedule.

Client authorizes ProPartners Wealth with discretionary authority to invest, reinvest and otherwise deal with the cash and securities in their account in their discretion, including without limitation the authority to select, allocate and reallocate the securities in the Client's accounts to different sub-managers and to delegate such investment discretion to such sub-managers. Such discretionary authority allows a sub manager and ProPartners Wealth to make all investment decisions with respect to the account and, when deemed appropriate and without prior consultation with Client, to buy, sell, exchange, and otherwise trade the cash and securities in their account.

ProPartners Wealth does not provide securities custodial services. At no time will ProPartners Wealth accept or maintain custody of a Client's funds or securities, except as to the authorized deduction of the Advisor's fees. All Client assets will be managed within their designated brokerage account, pension account, held at an independent custodian.

#### Financial Planning Services

ProPartners Wealth provides standalone, ongoing personal financial planning services. Personal financial planning services may include but are not limited to the following areas: goal setting, asset/liability analysis, tax planning, cash flow management, investment review, retirement planning, risk management, and estate planning.

As a part of ProPartners Wealth financial planning services we know business decisions can directly impact the personal finances and long- term financial well-being of entrepreneurs, key executives, and small business owners. Depending upon the Client's personal situation and stated needs, we offer advice in key strategic and financial business areas that impact a business owner's personal finances, including, but not limited to:

- Accountability Coach
- Asset Protection Strategies
- Investment Planning
- Insurance Review
- Estate Planning
- Charitable Planning

### 3(21) Pension Consulting Services

We offer pension consulting services to employee benefit plans and their fiduciaries based upon the needs of the plan and the services requested by the plan sponsor or named fiduciary. These pension consulting services will be non-discretionary and advisory in nature. The ultimate decision to act on behalf of the plan shall remain with the plan sponsor or other named fiduciary.

We provide the following as part of our 3(21) services:

- Recommendations as to plan investment options and model portfolios that align with the plan's goals, risk tolerance, and participant demographics;
- Quarterly performance reviews of plan investments;
- Written recommendations to the Plan Sponsor, who retains final authority to accept or reject those recommendations; and,
- Education and guidance to participants through group meetings and individual consultations on investment choices and financial planning topics.

We may also provide additional types of pension consulting services to plans on an individually negotiated basis. All services, whether discussed above or customized for the plan based upon requirements from the plan fiduciaries (which may include additional plan-level or participant-level services) shall be detailed in a written agreement and be consistent with the parameters set forth in the plan documents.

Either party to the pension consulting agreement may terminate the agreement upon written notice to the other party in accordance with the terms of the agreement for services. The pension consulting fees will be prorated for the quarter in which the termination notice is given, and any unearned fees will be refunded to the client.

### 3(38) Fiduciary Services

We offer service to employee benefit plans as an ERISA 3(38) Fiduciary as well. When we provide this service and act as ERISA 3(38) fiduciaries, we manage the assets of the plan that are subject to our management on a discretionary basis.

As part of our 3(38) services we:

- Make and implement investment recommendations for plan assets and participant-directed accounts consistent with plan objectives;
- Coordinate with the plan's recordkeeper and custodians to execute changes within approved investment options;
- Oversee and monitor investment performance on an ongoing basis; and,
- Provide education to participants regarding investment principles and retirement planning.

Either party to the ERISA 3(38) agreement may terminate it upon written notice to the other party in accordance with the terms of the agreement for services. The pension fees will be prorated for the quarter in which the termination notice is given, and any unearned fees will be refunded to the client.

Participants with account balances exceeding \$100,000 may elect to open an optional Self-Directed Brokerage

Account ("PCRA"), also referred to as a Personal Choice Retirement Account ("PCRA").

Charles Schwab is the PCRA custodian, and participants can place their assets in Separately Managed Accounts (SMAs) or diversified ETF portfolios. Participants retain full control and decision-making authority over their PCRA investments, while PPW provides ongoing monitoring and management within the selected portfolios. Participants may grant PPW and its investment managers a limited power of appointment for the purpose of trading, reallocating, and managing investments within their PCRA accounts. This authority is limited to investment management activities and does not permit withdrawals, transfers, or distributions outside the plan.

Before being engaged by the plan sponsor to provide 3(21) Consulting or 3(38) Fiduciary services, we will provide a copy of this Form ADV Part 2A, our Privacy Policy, and the applicable Agreement containing the information required to be disclosed under Sec. 408(b)(2) of the Employee Retirement Income Security Act ("ERISA"), as applicable.

In addition to providing services to retirement plans, we may offer individual services to plan participants or beneficiaries. We establish separate client relationships with plan participants or beneficiaries through separate agreements. Such client relationships develop in various ways, including, but not limited to:

- a result of a decision by a plan participant or beneficiary to purchase services from us not involving the use of plan assets;
- part of an individual or family financial plan for which any specific recommendations concerning the allocation of assets or investment recommendations relating to assets held outside of the plan; and/or
- through a rollover to an Individual Retirement Account ("IRA").

If a plan participant or beneficiary desires to effect a rollover from the plan to an IRA account advised or managed by us, or if we make a recommendation to effect a rollover, we will have a conflict of interest given the advisory fees that the action or recommendation would generate.

To mitigate such conflicts, we will disclose relevant information about the applicable fees we charge for advising or managing an IRA, as well as review the benefits each retirement account allows for before opening an account to receive the rollover. The decision as to whether to take a distribution from any retirement account rests solely with the individual participant and beneficiaries.

### **Advisory Agreements**

Prior to any engagement, each Client is required to enter into an advisory services agreement that defines the terms, conditions, authority and responsibilities of ProPartners Wealth and the Client. ProPartners Wealth shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. ProPartners Wealth will provide written notice to Client of any such amendment, and Client will be deemed to have consented to the amendment of the Agreement absent a written notice of termination of this Agreement by Client within thirty (30) days from the date of such notice.

### **Termination of Agreements**

If a Client does not receive a Brochure at least 48 hours prior to entering into an advisory agreement, the Client has a right to terminate the contract without penalty within five business days after entering into the contract.

Although ProPartners Wealth's engagements contemplate an ongoing agreement, the length of service is at the Client's discretion. The Client or ProPartners Wealth may terminate the agreement at any time by written notice to the other party upon thirty (30) days written notice.

### **Wrap Fee Programs**

ProPartners Wealth does not manage or place Client assets into a wrap fee program.

### **Assets Under Management**

As of December 31, 2025, ProPartners Wealth manages \$74,428,043 on a discretionary basis.

## **Item 5 – Fees and Compensation**

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ProPartners Wealth's fee structure and compensation methodology is set forth below for each type of service and is negotiable. A Client's fee is set forth in each Client's written agreement with ProPartners Wealth. ProPartners Wealth's fee may be amended from time to time upon written notice to Client subject to Client's consent and right to terminate the Agreement. Any current fee shall continue for thirty (30) days after ProPartners Wealth has notified Client in writing of any change in the fee. Thirty (30) days from the sending of the written notice to Client any new fee will become effective unless Client notifies ProPartners Wealth in writing to terminate the Agreement.

### Investment Management Fee

ProPartners Wealth charges an annual investment management fee, charged on a quarterly basis in advance, based on the net value of the assets in the Client's account(s) at the end of each calendar quarter based on the value of assets on the last business day of the calendar quarter at an annual rate of 1.0% of the assets under management. Upon termination of the agreement, Advisor will promptly refund to Client any prepaid, unearned fee based on the time remaining in the current calendar quarter.

Client authorizes Advisor to deduct Advisor's fee directly from Client's Account(s) held at an independent custodian. Client hereby authorizes Advisor to instruct the Account's custodian to deduct Advisor's fee from the Assets held in Client's Account as they become due and payable. If Client has more than one account, Advisor makes the determination as to which Account the fee is taken from based on Client's best interest, or at Client's instruction. Upon Advisor's sole discretion Client may pay Advisor's fee by credit or ACH using a third-party vendor for payment processing.

**Sub-manager's fee:** For services provided by a sub-manager, Client will pay a separate fee for those services, depending upon the sub manager selected. A sub manager's fee can range from .25% to .75% of the assets under their management. The sub manager's fee, including any minimum annual fee is disclosed in the document signed by the Advisor and Client prior to services being performed by a sub manager. The initial fee will equal (on an annualized basis) the percentage of the fair market value of the Client's assets in the manager's fee schedule. The initial fee for the first quarter (or part thereof) shall be calculated and debited on the date of the account application acceptance with Charles Schwab and shall be pro-rated based on the number of calendar days in the partial quarter. Thereafter, the fee is calculated at the end of each calendar quarter based on the value of assets on the last business day of the calendar quarter. If Client invests additional funds in any account after the beginning of a calendar quarter, the fee for that quarter will be recalculated and pro-rated as of the day of the additional investment.

### Financial Planning Fee

ProPartners Wealth charges an annual fixed fee for ongoing financial planning engagements based upon the Client's stated needs and the scope and complexity of the services required. The fee ranges from \$3,840 – \$10,000, and is payable monthly, in advance. Upon termination of the agreement, Advisor promptly will refund to Client any prepaid, unearned fee based on the time remaining in the current billing month. ProPartner's Wealth specifically retains the right to charge an additional amount when, in its opinion, Client has requested, or requires, services beyond that covered by the quoted fee.

### 3(21) Pension Consulting Services

Our fee for 3(21) Pension Consulting Services is an annual fee of 0.50% charged as a percentage of assets of the plan under our management paid quarterly, in arrears, based on the value of the assets of the plan under our management at the end of the preceding calendar quarter. We invoice our fees and deduct them from the plan unless otherwise

arranged.

Either party to the pension consulting agreement may terminate the agreement upon thirty (30) days' written notice to the other party in accordance with the terms of the agreement for services. The pension consulting fees will be prorated for the quarter in which the termination notice is given, and any unearned fees will be refunded to the client.

### 3(38) Fiduciary Services

Our fee for 3(38) Fiduciary Services is an annual fee of 0.50% for core plan assets and 1% fee on PCRA accounts charged as a percentage of assets of the plan under our management paid quarterly, in arrears, based on the value of the assets of the plan under our management at the end of the preceding calendar quarter. We invoice our fees and deduct them from the plan unless otherwise arranged.

Either party to the pension consulting agreement may terminate the agreement upon thirty (30) days' written notice to the other party in accordance with the terms of the agreement for services. The pension consulting fees will be prorated for the quarter in which the termination notice is given, and any unearned fees will be refunded to the client.

### **Fee Discretion**

ProPartners Wealth may, in its sole discretion, charge a lesser fee than those fees described above based upon certain criteria, such as anticipated future earning capacity, anticipated future additional assets, dollar amount of assets to be managed, related accounts, account composition, pre-existing/legacy client relationship, account retention and pro bono activities.

### **Fee Billing**

#### Investment Management Fee Billing

ProPartners Wealth is compensated for its services quarterly, in advance, every quarter in which advisory services are rendered. ProPartners Wealth bills fees quarterly, in advance for its investment management engagements. Clients provide written authorization permitting ProPartners Wealth and the sub manager(s) to be paid directly from their accounts held at the custodian as part of the agreement and separate account forms provided by the Custodian. Fees will be automatically deducted from the Client's account by the Custodian. Clients will be provided with a statement, at least quarterly, from the account's custodian reflecting deductions of ProPartners Wealth's and the sub manager's advisory fee. In Advisor's discretion clients may be invoiced for our services, and make payment by credit card or ACH using a third party vendor for payment processing.

#### Financial Planning Fee Billing

For ProPartners Wealth's fee for standalone financial planning services is an annual fixed fee paid in monthly installments, in advance. Financial Planning fees are payable by credit card or ACH.

Per regulatory requirements, ProPartners Wealth will not collect advance fees of \$500 or more for services that will be performed six (6) months or more in advance.

### **Other Fees and Expenses**

ProPartners Wealth and any sub manager's fee does not cover certain charges associated with securities transactions in Clients' accounts, including: (i) dealer markups, markdowns or spreads charged on transactions in over-the-counter securities; (ii) costs relating to trading in certain foreign securities; (iii) the internal charges and fees that may be imposed by any collective investment vehicles, such as mutual funds and closed-end funds, unit investment trusts, exchange-traded funds or real estate investment trusts (such as fund operating expenses, management fees, redemption fees, 12b-1 fees and other fees and expenses. The Client is responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. In addition, for Clients with PCRA assets as described above, there are associated annual recordkeeping fees for which the Client

is responsible. The management fee charged by ProPartners Wealth and any sub manager is separate and distinct from these custodian, execution, and recordkeeping fees. A Client could invest in these products directly, without the services of ProPartners Wealth, but would not receive the services provided by ProPartners Wealth or have access to the sub managers which are designed, among other things, to assist the Client in determining which products or services are most appropriate for each Client's financial situation and objectives. Accordingly, the Client should review both the fees associated with a particular security or a bond and the fees charged by ProPartners Wealth and the sub manager(s) to fully understand the total fees involved.

### **Termination**

Clients may request to terminate their agreement with ProPartners Wealth by providing written notice. The Client shall be responsible for fees up to and including the effective date of termination. If an agreement is terminated on a day other than on the last day of a billing period the portion of the fee returned to the Client will be based on the remaining time in the billing period in the ongoing engagements of investment management and financial planning; the fee returned in an engagement for the firm's business strategy services is determined based on the work completed at the time of termination in ProPartners Wealth's discretion .

If the Client has not received ProPartners Wealth's Brochure at least 48 hours prior to entering into an advisory agreement, the Client has the right to terminate the agreement without penalty within five business days after entering into the contact.

### **Compensation for Sales of Securities**

ProPartners Wealth does not buy or sell securities and does not receive any compensation for securities transactions in any Client account, other than the Advisory Fees noted above.

## **Item 6 – Performance-Based Fees and Side-By-Side Management**

ProPartners Wealth does not charge performance-based fees for its investment advisory services.

ProPartners Wealth does not manage any proprietary investment funds or limited partnerships (for example, a mutual fund or a hedge fund) and has no financial incentive to recommend any particular investment options to its Clients.

## **Item 7 – Types of Clients**

ProPartners Wealth offers investment advisory services to individuals and families and small business owners. There are no minimum account sizes to open and maintain an account with ProPartners Wealth.

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

### **Methods of Analysis**

ProPartners Wealth will primarily employ fundamental analysis methods in developing investment strategies for its Clients' accounts. Research and analysis is derived from numerous sources, including financial media companies, third-party research materials, Internet sources, and review of company activities, including annual reports, prospectuses, press releases and research prepared by others. Fundamental analysis utilizes economic and business indicators as investment selection criteria. These criteria are generally ratios and trends that may indicate the overall strength and financial viability of the entity being analyzed. Assets are deemed suitable if they meet certain criteria to indicate that they are a strong investment with a value discounted by the market. While this type of analysis helps evaluate a potential investment, it does not guarantee that the investment will increase in value. Assets meeting the investment criteria utilized in the fundamental analysis may lose value and may have negative investment performance.

ProPartners Wealth may recommend selling positions for reasons that include, but are not limited to, harvesting capital gains or losses, business or sector risk exposure to a specific security or class of securities, overvaluation or overweighting of the position[s] in the portfolio, change in risk tolerance of Client, generating cash to meet Client needs, or any risk deemed unacceptable for the Client's risk tolerance.

### **Investment Strategy**

A Client's assets may be invested in individual stock and bonds, mutual funds, and exchange-traded funds using one or more investment models available by a sub manager or a series of portfolios comprised predominately of Envestnet's proprietary sub-advised mutual funds. Initial public offerings (IPOs) and non-traded REITS are not available through ProPartners Wealth.

### **Risk of Loss**

Investing in securities involves certain investment risks. Securities may fluctuate in value or lose value. Clients should be prepared to bear the potential risk of loss. ProPartners Wealth will assist Clients in determining an appropriate strategy based on their tolerance for risk and other factors noted above. However, there is no guarantee that a Client will meet their investment goals.

Each Client engagement will entail a review of the Client's investment goals, financial situation, time horizon, tolerance for risk and other factors to develop an appropriate strategy for managing a Client's account. Client participation in this process, including full and accurate disclosure of requested information, is essential for the analysis of a Client's account. ProPartners Wealth shall rely on the financial and other information provided by the Client or their designees without the duty or obligation to validate the accuracy and completeness of the provided information. It is the responsibility of the Client to inform ProPartners Wealth of any changes in financial condition, goals or other factors that may affect this analysis.

ProPartners Wealth will work with each Client to determine their tolerance for risk as part of the portfolio construction process. However, all investment programs have certain risks that are borne by the investor. Investors face the following investment risks:

- **Interest-rate Risk:** Fluctuations in interest rates may cause investment prices to fluctuate. For example, when interest rates rise, yields on existing bonds become less attractive, causing their market values to decline.
- **Market Risk:** 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 may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar today will not buy as much as a dollar next year, because purchasing power is eroding at the rate of inflation.
- **Small and Medium Capitalization Risk:** Small and mid-size companies typically have more limited product lines, markets and financial resources than larger companies, and their securities may trade less frequently and in more limited volume than those of larger, more mature companies.

Specific security risks:

- **Fixed Income Risks.** When investing in bonds, there is the risk that issuer will default on the bond and be unable to make payments. Further, individuals who depend on set amounts of periodically paid income face the risk that inflation will erode their spending power. Fixed-income investors often receive set, regular payments that face the same inflation risk.
- **Interest Rate Risk.** If Clients need to sell individual bond holdings before maturity and interest

rates have risen, the bonds will likely lose value.

- ETF and Mutual Fund Risks. Owning Exchanged Traded Funds (ETFs) or mutual funds generally reflects the risks of owning the underlying securities holdings in the ETFs or mutual funds. When investing in ETFs or mutual funds, Clients incurs expenses based on the pro rata share of the ETFs' or mutual funds' operating expenses and may also incur brokerage costs.

**Past performance is not a guarantee of future returns. Investing in securities and other investments involve a risk of loss that each Client should understand and be willing to bear. Clients are reminded to discuss these risks with the Advisor.**

### **Item 9 – Disciplinary Information**

ProPartners Wealth is required to disclose all material facts regarding any legal or disciplinary events that would be material to your evaluation of our firm or the integrity of our management. We have no information applicable to this Item.

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

ProPartners Wealth, LLC does not have arrangements that are material to its advisory or its Clients with another related person who is a broker-dealer, investment company, commodity pool operator, commodity trading adviser or futures commission merchant, banking or thrift institution, accounting firm, law firm, pension consultant or an entity that creates or packages limited partnerships.

ProPartners Wealth, LLC has a related entity, ProPartners Team, LLC, which is wholly owned by ProPartners Wealth, LLC. ProPartners Team, LLC provide bookkeeping and strategic consulting services to business owners, including guidance in acquiring or starting a business, driving growth and operational efficiency, and planning for an orderly sale or succession. Clients of ProPartners Team, LLC do engage ProPartners Wealth, LLC for services, which represents a conflict; however, the decision of whom to engage to provide investment advisory services is the client's, and the client is at their liberty to receive investment advisory services from other investment advisory firms. Additionally, clients who wish to receive investment advisory services from ProPartners Wealth, LLC will sign a separate agreement setting forth those services and fees. Additionally, in the event that ProPartners Wealth, LLC recommends that a client engage ProPartners Team, LLC, that also represents a conflict that is mitigated by the fact that ProPartners Wealth, LLC only makes such a recommendation when it is in the client's best interests and that the decision to engage ProPartners Team, LLC is ultimately the client's alone.

Envestnet is a SEC registered investment management firm that provides investment management and investment advisory services through independent investment advisor firms for use with advisors' Clients. Envestnet is a wholly-owned subsidiary of its parent company, Envestnet, Inc. (NYSE: ENV), a publicly held company. In general, Envestnet offers its services to Client's independent advisor as sub-advisory services to be performed on Client's account at the direction of the advisor. The relationship between ProPartners Wealth and Envestnet does not present a material conflict of interest. ProPartners Wealth maintains this relationship to provide access to the investment managers on Envestnet's platform for the benefit of its clients.

Advisors may recommend the purchase of insurance products to advisory Clients in their capacities as licensed insurance producers. If you purchase insurance products through them, they will receive normal commissions which will be in addition to your customary advisory fees. As such, they have an incentive to sell you commissionable products in addition to providing you with advisory services. Alternatively, they may have an incentive to forego providing you with advisory services when appropriate, and instead recommend the purchase of commissionable investments; therefore, a conflict of interest exists between their interests and your interests when recommending insurance products.

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

### **Code of Ethics**

ProPartners Wealth has implemented a Code of Ethics that defines our fiduciary commitment to each Client. This Code of Ethics applies to all persons associated with ProPartners Wealth (our "Supervised Persons"). The Code of Ethics was developed to provide general ethical guidelines and specific instructions regarding our duties to our Clients. ProPartners Wealth LLC and its Supervised Persons owe a duty of loyalty, fairness and good faith towards each Client. It is the obligation of ProPartners Wealth LLC associates to adhere not only to the specific provisions of the Code, but also to the general principles that guide the Code. The Code of Ethics covers a range of topics that address ethics and conflicts of interest. To request a copy of our Code of Ethics, please contact us at 573-818-2250 or via email at cade@ppwteam.com.

### **Personal Trading with Material Interest**

ProPartners Wealth does not purchase or sell the same securities that ProPartners Wealth has a material interest in. ProPartners Wealth does not act as principal in any transactions. The Advisor will not engage in any principal transactions (i.e., trade of any security from or to the Advisor's own account) or cross transactions with other Client accounts (i.e., purchase of a security into one Client account from another Client's account[s]). In addition, the Advisor does not act as the general partner of a fund or advise an investment company. ProPartners Wealth does not have a material interest in any securities traded in Client accounts.

### **Personal Trading in Same Securities as Clients**

ProPartners Wealth allows our employees to purchase or sell the same securities that may be recommended to and purchased on behalf of Clients. Owning the same securities, we recommend (purchase or sell) to you presents a potential conflict of interest that, as fiduciaries, we must disclose to you and mitigate through policies and procedures. The fiduciary duty to act in the best interest of its Clients can potentially be violated if personal trades are made with more advantageous terms than Client trades, or by trading based on material non-public information.

## **Item 12 – Brokerage Practices**

### **Selecting Brokerage Firms**

ProPartners Wealth and its sub managers retain the discretionary authority to select the broker-dealer/custodian for custody and execution services for Client's accounts. Clients authorize ProPartners Wealth and the sub manager to designate Charles Schwab to provide trade execution and custodial services for their account. The services provided by Charles Schwab in this capacity are governed by a separate agreement between Client and Charles Schwab. In effecting brokerage transactions, ProPartners Wealth and the sub manager may consider not only available prices and commission rates but also other relevant factors such as execution capabilities, research and other services provided by the broker-dealer.

With this in consideration, our firm participates in the Charles Schwab Institutional program. Charles Schwab Institutional is a division of Charles Schwab, Inc. ("Charles Schwab") member FINRA/SIPC/NFA. Charles Schwab is an independent and unaffiliated SEC-registered broker-dealer. Charles Schwab offers to independent investment Advisors services which include custody of securities, trade execution, clearance and settlement of transactions. Advisor receives some benefits from Charles Schwab through its participation in the program.

### **Soft Dollars**

Charles Schwab makes certain research and brokerage services available at no additional cost to our firm all of which qualify for the safe harbor exemption defined in Section 28(e) of the Securities Exchange Act of 1934. These services may be directly from independent research companies, as selected by our firm (within specific parameters). Research products and services provided by Charles Schwab typically include research reports on recommendations or other

information about, particular companies or industries; economic surveys, data and analyses; financial publications; portfolio evaluation services; financial database software and services; computerized news and pricing services; quotation equipment for use in running software used in investment decision-making; and other products or services that provide lawful and appropriate assistance by Charles Schwab to our firm in the performance of our investment decision-making responsibilities.

ProPartners Wealth does not use client brokerage commissions to obtain research or other products or services. The aforementioned research and brokerage services are used by our firm to manage accounts for which we have investment discretion. Without this arrangement, our firm might be compelled to purchase the same or similar services at our own expense.

As a result of receiving these services, ProPartners Wealth has an incentive to continue to use or expand the use of Charles Schwab. Our firm examined this potential conflict of interest when we chose to enter into the relationship with Charles Schwab determined that the relationships are in the best interest of our firm's clients and satisfies our fiduciary obligations, including our duty to seek best execution.

Charles Schwab charges brokerage commissions and transaction fees for effecting certain securities transactions (i.e., transaction fees are charged for certain no-load mutual funds, commissions are charged for individual equity and debt securities transactions). Charles Schwab enables ProPartners Wealth to obtain many no-load mutual funds without transaction charges and other no-load funds at nominal transaction charges. Charles Schwab commission rates are generally discounted from customary retail commission rates. The commission and transaction fees charged by Charles Schwab can be higher or lower than those charged by other custodians and broker-dealers.

ProPartners Wealth clients may pay a commission to Charles Schwab that is higher than another qualified broker dealer might charge to effect the same transaction where we determine in good faith that the commission is reasonable in relation to the value of the brokerage and research services received. In seeking best execution, the determinative factor is not the lowest possible cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although ProPartners Wealth will seek competitive rates, to the benefit of all clients, the firm may not necessarily obtain the lowest possible commission rates for specific client account transactions.

### **Aggregating and Allocating Trades**

ProPartners Wealth or the sub manager will aggregate multiple client orders to obtain what the advisor placing the trade believes will be the most favorable price or lower execution costs at the time of the execution.

## **Item 13 – Review of Accounts**

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### **Frequency of Reviews**

Investment Management accounts are monitored on a regular basis. Reviews of Clients' account are conducted by the associated advisors and are generally conducted no less than annually. Reviews may be performed more frequently depending upon the needs of the Client.

### **Causes for Reviews**

Reviews may be conducted more or less frequently at the Client's request. Accounts may be reviewed as a result of major changes in economic conditions, known changes in the Client's financial situation, and/or large deposits or withdrawals in the Client's account. The Client is encouraged to notify ProPartners Wealth if changes occur in the Client's personal financial situation that might adversely affect the Client's investment plan. Additional reviews may be triggered by material market, economic or political events.

### **Review Reports**

The Client will receive account statements no less than quarterly from the custodian. These statements are sent

directly from the custodian to the Client. The Client may also establish electronic access to the custodian's website so that the Client may view these reports and their account activity. Client statements will include all positions, transactions and fees relating to the Client's account[s]. The Advisor will also provide Clients with periodic reports regarding their holdings, allocations, and performance. Clients are responsible for reviewing their accounts.

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

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ProPartners Wealth does not receive any compensation from third parties in connection with providing investment advice to clients, nor does it compensate any individual or firm for client referrals.

#### **Item 15 – Custody**

ProPartners Wealth does not accept or maintain physical custody of any Client accounts; however, the firm is deemed to have constructive custody because Client's consent to have their accounts directly debited for the payment of fees. All Clients assets are held at an independent qualified custodian. Custodians will send account statements to Clients at least quarterly that typically detail any transactions in such account for the relevant period. ProPartners Wealth may from time to time, provide you with periodic reports from our firm that includes investment performance information. You are urged to carefully review and compare your account statements that you have received directly from your service provider with any report or statement you receive from our firm.

#### **Item 16 – Investment Discretion**

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ProPartners Wealth has discretion over the selection and amount of securities to be bought or sold in Client accounts without obtaining prior consent or approval from the Client. However, these purchases or sales may be subject to specified investment objectives, guidelines, or limitations previously set forth by the Client and agreed to by ProPartners Wealth. The granting of such authority will be evidenced by the Client's execution of an investment management services agreement containing all applicable limitations to such authority. All discretionary trades made by ProPartners Wealth will be in accordance with each Client's investment objectives and goals.

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

Clients will receive proxy statements directly from the Custodian. ProPartners Wealth does not accept proxy-voting responsibility for any Client but will assist in answering questions relating to proxies. However, the Client retains the sole responsibility for proxy decisions and voting. You will receive proxies or other similar solicitations directly from your selected custodian or transfer agent.

Further, ProPartners Wealth will have no power, authority, responsibility, or obligation to take any action with regard to any claim or potential claim in any bankruptcy proceeding, class action securities litigation or other litigation or proceeding relating to securities held at any time in a Client account, including, without limitation, to file proofs of claim or other documents related to such proceeding, or to investigate, initiate, supervise or monitor class action or other litigation involving Client assets.

#### **Item 18 – Financial Information**

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Neither ProPartners Wealth nor its management, have any adverse financial situations that would reasonably impair the ability of ProPartners Wealth to meet all obligations to its Clients. Neither ProPartners Wealth, nor any of its advisory persons, has been subject to a bankruptcy or financial compromise. ProPartners Wealth is not required to deliver a balance sheet along with this Disclosure Brochure as the Advisor does not collect fees \$500 or more for services to be performed six months or more in advance.

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

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Please See Form ADV Part 2B for the formal education and business background of advisor.

ProPartners Wealth does not actively engage in any other business. The ADV Part 2B Brochure Supplement discusses the other business activities engaged in by advisor.

Neither ProPartners Wealth nor any supervised persons is compensated with any performance-based fees for any advisory services.

Neither ProPartners Wealth nor any of its management persons has been involved in an award of or otherwise been found liable in an arbitration for a claim alleging damages in excess of \$2,500 involving: an investment or an investment-related business or activity; fraud, false statements, or other omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or, dishonest, unfair, or unethical practices.

Neither ProPartners Wealth nor any of its management persons has been involved in an award of or otherwise been found liable in a civil, self-regulatory organization, or administrative proceeding involving: an investment or an investment-related business or activity; fraud, false statements, or other omissions; theft, embezzlement, or other wrongful taking of property; bribery, forgery, counterfeiting, or extortion; or, dishonest, unfair, or unethical practices.

Neither ProPartners Wealth nor any of its management persons has any relationship with any issuer of securities not listed in Item 10.c of ADV Part 2A.