FORM ADV PART 2A: Firm Brochure

Item 1. Cover Page

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March 31, 2023

This Brochure provides information about the qualifications and business practices of CreativeOne Wealth LLC ("C1W, LLC"). If you have any questions about the contents of this Brochure, please contact C1W, LLC's Chief Compliance Officer ("CCO"), J.P. Rankin, at (913) 402-2175 or by email at jp@CreativeOneWealth.com.

The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority. Additional information about C1W, LLC is also available on the SEC's website at www.adviserinfo.sec.gov. The Firm's CRD number is 281213. Any reference to C1W, LLC as a "registered investment adviser" or as being "registered" does not imply a certain level of skill or training.

Item 2 - Material Changes

CreativeOne Wealth LLC has no material changes to report since the previous annual updating amendment filed in March 2022.

Item 3 – Table of Contents

Item 4 – Advisory Business

Description of the Advisory Firm

Founded in 2015, CreativeOne Wealth, LLC (hereinafter "we", "us", the "Firm" or "C1W") is an investment advisory firm providing fee-based asset management services for clients, as well as comprehensive financial planning services. C1W is a Limited Liability Company organized in the State of Kansas.

The primary owners of C1W are CM2 Holding Company, Inc., See Also, LLC, and JRC Equity Partners, LLC.

Advisory Services Offered

The Firm provides Asset Management and Financial Planning Services for its clients, each of which is described below. Clients collaborate with a C1W investment adviser representative ("IAR") to determine which services to employ to best help clients reach their financial goals.

Asset Management Services

The Firm's principal service is fee-based investment advisory services ("Asset Management Services"). We manage investment portfolios on a discretionary basis consistent with clients' investment objectives and guidelines. Prior to engaging C1W to provide Asset Management Services, the client is required to enter into a written agreement (titled a "Discretionary Investment Management Agreement" or "DIMA") with the Firm setting forth the terms and conditions under which the firm shall render its services. The DIMA grants us discretionary authority to manage the client's investments based on the individual needs, goals, objectives, investment time horizon, and risk tolerance of each client. The Firm will not assume any responsibility for the accuracy of information provided by the client and we are not obligated to verify any information received from the client or from the client's other professionals (e.g., attorney, accountant, etc.) and is expressly authorized to rely on such information.

The Firm uses documents designed to ascertain client suitability which is analyzed by our IARs. Once the analysis is complete, the IAR develops an investment strategy with the prospective client that addresses specific investment criteria and allocation of the client's assets. Asset management services include but are not limited to the development of an Investment Strategy; analysis and monitoring of Asset Allocation; Risk Tolerance evaluation; Personal Investment Policy for Model Portfolios; Asset Selection; and Regular Portfolio Monitoring. The IAR evaluates the current investments of each client, with respect to their risk tolerance levels and time horizon. We request discretionary authority from clients in order to select securities and execute transactions without permission from the client prior to each transaction when investing in model strategies. In certain circumstances, however, the clients' accounts may be administered by the IAR on a non-discretionary basis.

The Firm offers a discretionary management program that consists of proprietary models and partners with various sub-advisory firms to create and manage portfolio strategies. C1W uses Unified Managed Accounts ("UMA") when it is in a client's best interest. This allows for multiple strategies to be managed and held within the same account. The Investment Proposal consists of model asset allocation recommendations based on the client's risk tolerance, time horizon, investment objectives and restrictions, tax status, and financial sophistication. Each model has a unique objective and strategy, as described in *Item 8 Methods of Analysis, Investment Strategies, and Risk of Loss* and may include, but not be limited to, stocks, exchange-traded funds, and mutual funds. The investment strategy may also include a recommendation that a percentage of the portfolio be allocated to an Indexed Annuity product consistent with the client's investment objectives. Indexed Annuities are considered insurance products and are not sold through C1W, but as indicated in *Item 10, Other Financial Industry Activities and Affiliations*, certain C1W IARs are separately licensed insurance agents. Recommended insurance products are often sold through CreativeOne Marketing, LLC an insurance broker affiliated with C1W through common ownership and control by CM2 Holding Company. The IAR does not have discretion over the purchase or sale of the insurance product. It is at the client's sole discretion to determine whether to include the Indexed Annuity product from the Investment Proposal within their investment portfolio. If the client chooses to include an Indexed Annuity product in his or her portfolio, the IAR, in his or her capacity as an insurance agent, will typically receive a sales commission directly from the insurance carrier which is separate from and in addition to the advisory fees charged by C1W. However, the assets invested in the Indexed Annuity will not be included as assets under management when determining the advisory fee charged to the client's portfolio. The client's portfolio and its performance are monitored by the client's IAR. Clients should consider that the potential to receive additional compensation can create conflicts of interest. Please refer to *Item 10, Other Financial Industry Activities and Affiliations* for more information regarding these conflicts and how C1W seeks to address them.

Investments managed by the Firm through the C1W Platform (C1W's online portal that provides performance reporting, proposal generation, and document storage) are custodied at the brokerage firm ("Custodian") through which transactions are placed. Clients should be aware that IARs may make different recommendations with respect to the same securities and insurance products based upon each client's suitability profile. Rebalancing of the asset allocation models will occur as necessary. Account rebalancing is accomplished by buying and selling shares of stocks, mutual funds, or exchange-traded funds to reach target allocations.

Selection of Other Advisers

The Firm has discretion to choose third-party investment advisers (depending on the contractual relationship, these third-party advisers may be referred to as "Sub-Advisers" or "Model Managers") to manage all or a portion of the client's assets. Third-party advisers exercise the same degree of discretion as afforded to C1W by the client (see also Item 16). However, clients may specify from the third-party investment advisers on the C1W platform which third-party adviser they would like to use. The C1W Investment Committee conducts due diligence on any third-party investment adviser, which may involve the following: review of the third-party adviser's performance, reviews of the third-party adviser's Form ADV, registration status, disciplinary history, and investment strategy.

Considering the due diligence conducted, the C1W Investment Committee has the ultimate authority to make available a third-party adviser's investments to C1W clients. However, the Committee may delegate some or all of its due diligence requirements to third parties ("Due Diligence Service Providers" or "Service Providers") when evaluating investment policies, strategies, and models developed externally. However, the Investment Committee may only delegate its duties under this section to an identified Service Provider if the Committee has reasonably identified and determined through due diligence that outsourcing the functions to a Service Provider would be appropriate after considering the following: the nature, scope, and implication of outsourcing investment policies, strategies, and models evaluation; the potential risks resulting from a Service Provider performing investment due diligence, including how to mitigate and manage such risks; The Service Provider's competence, capacity, and resources necessary to perform the due diligence on investment due diligence; The Service Provider's material subcontracting arrangements related to outsourced due diligence functions; Coordination with the Service Provider for Federal securities law compliance; and The orderly termination of the performance of the delegated due diligence requirements. Notwithstanding the foregoing, the Committee is not relieved of its duty to monitor the Service Provider's performance and to reassess the selection of the Service Provider.

For those third-party advisers who have been approved, the Investment Committee and C1W will review their ongoing performance and reevaluate the adviser's inclusion on the Platform when necessary.

We may also refer clients to unaffiliated third-party registered investment advisers, commonly referred to as a "Solicitor Relationship." Under these arrangements, the Firm will typically receive a portion of the ongoing advisory fees collected by the third-party adviser for services provided to clients. IARs may also assist the third-party adviser with the ongoing management of the client's accounts. However, we will only refer clients to third parties if it is in line with the client's objectives and best interests. In all instances prior to referring the client, we will provide the client with a current copy of the third-party investment adviser's written disclosure statement identifying C1W as the solicitor, the name of the investment adviser, the nature of the relationship between C1W and the investment adviser, the terms of the compensation arrangement, and the amount charged to the client in addition to the advisory fee as a result of the solicitation activity.

Financial Planning and Investment Consultative Retainer Services

Through C1W IARs, we offer comprehensive financial planning services for individuals, families, and businesses. Financial Planning services include data gathering and analysis, along with creating a financial plan with specific recommendations and implementation advice tailored to client needs. Depending on the individual client's needs, specific areas of planning advice can include investment planning, insurance needs assessment and advice, retirement planning, cash flow management, debt consolidation, capital needs assessments, educational planning, estate planning, and business planning. Clients must sign a Financial Planning Services Agreement when contracting with the Firm for this service. The plan must be delivered no later than six (6) months after the Agreement has been signed and payment received by the Firm.

The IAR may also, as requested, recommend changes to the client's investment portfolio or plan in writing. Changes in the client's financial condition, personal circumstances, goals, or general economic conditions may trigger changes in the plan. To the extent material changes have occurred to a client's circumstances or goals, or to the extent a client requests a new strategy or project, thereby causing a significant change to the existing plan, the client will be asked to sign a new Financial Planning Services Agreement. The client may contact the IAR as often as needed.

Clients decide which investment recommendations to accept and implement in connection with the financial plan. Clients are also free to select any brokerage, insurance, or other product provider to purchase (or sell) the investments, insurance, or other products discussed with the IAR.

All planning is based on information provided by the client. It is the client's responsibility to be certain the Firm has current and accurate information to enable to prepare the initial plan. It is the client's responsibility to inform the IAR of material changes affecting the investments and planning strategies implemented.

The client is under no obligation to act on the IAR's financial planning recommendations. If the client elects to act on any of the recommendations made in a financial plan, the client is under no obligation to effect such recommendations through C1W, or our affiliated insurance broker, CreativeOne Marketing ,LLC, or our affiliated broker-dealer, CreativeOne Securities, LLC, as applicable, or through the IAR in his or her capacity as an insurance agent or registered representative of a broker-dealer as applicable. Please refer to *Item 10, Other Financial Industry Activities and Affiliations* for more information. The Firm's financial planning services or any products recommended within a financial plan are not necessarily at the lowest available cost.

We also offer investment consultative retainer services. Similar to financial planning arrangements, our retainer service does not include active management of client assets. Rather, the Firm's investment consultative services include providing client with ongoing and continuous consultative support addressing the client's financial circumstances and goals based on the client's current financial situation and the client's future needs and objectives. Through this service, clients will receive copies of notes from meetings and/or consultations with the C1W IAR and a written summary of the advice provided if requested. Our consultation agreements automatically terminate at the earlier of (i) the client's assets becoming actively managed by C1W or (ii) after six months since execution of the contract.

Serving as a Sub-Adviser to Independently Sponsored Advisory Programs

We may participate as a sub-adviser under other firms' advisory programs. In these arrangements, a Registered Investment Adviser ("RIA"), for which we are providing sub-advisory services, would recommend to a client that the client invests in models available on the C1W platform. The Firm receives a fee from the RIA. The RIA may choose the investment strategies implemented which may or may not include C1W's proprietary models. The RIA collecting the client's investment objectives for which we are providing sub-advisory services. Clients of third-party RIAs using the Firm's sub-advisory services should evaluate whether this program is suitable for their needs and objectives, and whether comparable or similar services are available at a lower cost elsewhere.

We serve as sub-adviser to the AdvisorShares STAR™ Global Buy Write Exchange Traded Fund ("ETF") (Ticker: VEGA) for which it earns a management fee of 55 basis points (bps). C1W invests client assets in the VEGA ETF. In such situations, C1W will earn 55 bps more on the client's assets so invested, in addition to the fees paid directly from the client to C1W on those same assets. However, in the STAR™ Spectrum VEGA Core Plus Model, C1W will earn 85 bps more on the client's assets so invested but charges a lower fee on the same assets paid directly by the client. C1W will honor any written client request to not purchase the VEGA ETF within the client's account wherein C1W is also receiving an advisory fee. Unless an exemption exists under applicable ERISA or Employee Benefits Security Administration guidance, C1W will not retain both a management fee from the VEGA ETF and an advisory fee for and services provided with respect to any ERISA-qualified plan. Refer to *Item 5 – Fees and Compensation* for further description of fees.

Services Limited to Specific Types of Investments

The Firm generally limits its investment advice to mutual funds, fixed income securities, real estate funds (including traded REITs), variable annuities, equities, exchange-traded funds, options, corporate bonds, treasury inflation protected/inflation linked bonds and non-U.S. securities. We may use other securities as well to help diversify a portfolio when applicable.

A. Client Tailored Services & Client Imposed Restrictions

Specific client investment strategies and their implementation are dependent upon each client's current financial situation (including, but not limited to income, tax levels, and risk tolerance levels). Clients may impose restrictions on investing in certain securities or types of securities in accordance with their values or beliefs. To implement such restrictions, the client must inform his or her IAR of the restrictions in writing. If, for any reason, we are unable to meet the client restrictions, the firm and/or IAR will notify the client. If the restrictions prevent the Firm from properly servicing the client account, or if the restrictions would require us to deviate from our standard suite of services, we reserve the right to end the relationship.

B. Wrap Fee Programs

A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, fund expenses, and other administrative fees. The Firm does not sponsor any wrap fee programs. However, we have a sub-advisory relationship with Betterment, LLC/MTG LLC (aka "Betterment Securities"). Betterment sponsors a wrap fee program named "Betterment for Advisors." Betterment manages the accounts in the wrap program and remits a portion of the fee collected to the Firm.

C. Assets Under Management

C1W has the following regulatory assets under management:

Discretionary Amounts:	**Non-discretionary Amounts:**	**Calculated As Of:**
$ 2,879,545,390	$0.00	December 31, 2022

Item 5 - Fees and Compensation

Fees paid to C1W are for the Firm's Advisory Services, sub-advisory services and for referring clients to third-party firms (i.e., "solicitation fees"). The Firm also receives fees for sub-advisory services provided to VEGA ETF . Our fees do not include, for example, charges the client may incur from independent third parties such as accountants and attorneys. The Firm charges fees based on the type of service to be provided. The fees charged by C1W for its Advisory Services will be documented in each client's written agreement with the firm. In situations where our fees are deducted separately than from a third-party manager's, it will be documented in the client's agreement. Although C1W believes its advisory fees are competitive, clients should be aware that lower fees for comparable services may be available from other sources.

A. Asset Management Fees

Fees are generally negotiable. The fee schedule will be signed in the Schedule A of the Client Discretionary Investment Management Agreement ("DIMA"). IARs may recommend strategies outside the C1W Platform. The RIA Fee includes (i) an initial analysis and periodic re-evaluation of the client's investment objectives and needs, and discretionary allocation among portfolio managers, (ii) ongoing advisory services, including fees of portfolio managers/Sub-Advisers, and (iii) Access to the C1W Platform, including client portal, account aggregation, reporting statistics, and secure document storage vault.

IARs may negotiate the fee with each C1W client for services provided, including those noted above in Item 4. Thus, fees may vary between clients and from other IARs providing similar services. The range of fees for various asset management services offered by C1W are typically between .25% - 2.25%.

Fees for Asset Management Services are deducted from the client's investment account. Any prepaid fee that is unearned is prorated and returned to the client. Clients should also be aware that, absent transaction charges, total fees exceeding 2% per year are generally considered higher than those charged by other comparable services available to a client. Given their active management style and internal holdings, some models managed by C1W may exceed 2.00%. Fees for financial planning services may be deducted from a client's investment account or paid directly to C1W.

From time to time, the fee deducted from the client's investment account as illustrated on the statement may differ from a manual calculation of the monthly or quarterly fee based on the same account value. There are a number of reasons why this may occur, namely that fees may be calculated in advance, based on average daily balance or in arrears. When calculated in arrears, C1W includes accrued interest in our billable value, but not accrued dividends; custodial statements use settlement date valuation instead of trade date valuation; the custodial statement does not include all transactions that occurred towards the end of the month such as pending trade settlements; and inflow and outflows of assets during the time period. More information about billing specifics is available on request. Each quarter, the Firm reviews a sampling of its calculation of fees and compares it to the balance that appears on the custodial statement. Any material discrepancies are investigated and documented. Clients are encouraged to closely review their custodial statements for accuracy.

Clients are encouraged to obtain and carefully review the contracts and disclosure documents of the third-party manager and/or program sponsor whose services they are considering, including Part 2A of Form ADV, so they fully understand the services being provided and fees being charged. Clients are also encouraged to compare programs or similar services offered by other investment advisers.

Negotiated Rate to Client

As stated within Schedule A or other fee schedule of the Client DIMA, client rates may be negotiated between the Firm and the client. The negotiated rate is billed monthly or quarterly in arrears or in advance for services rendered, as negotiated with the client. Fees for partial periods are prorated based on the number of days the account was serviced during the applicable period. Clients may terminate the agreement without penalty for a refund of unearned advisory fees within five business days of signing the Client DIMA. Thereafter, clients may terminate the DIMA generally with 30 days' written notice. Termination of this Agreement will not affect (i) the validity of any action previously taken by C1W and third-party investment advisers under the agreement; (ii) the liabilities or obligations of the parties with respect to transactions initiated before termination of the agreement; or (iii) client's obligation to pay the negotiated rate (prorated through termination).

The firm employs two different fee arrangements for C1W Select Asset Management Services. Under the first arrangement, the "Floating Rate Method," the rate charged to the client may increase or decrease depending on the model portfolio(s) chosen by the IAR servicing the account. For example, a hypothetical client's Schedule A may state that the IAR receives 100 basis points, C1W receives 55 basis points, and the portfolio selected for the client charges 20 basis points for a combined fee of 175 basis points (i.e., 1.75%). However, should the IAR invest the client's assets into a third-party portfolio that charges s 40 basis points, the fee increases to 195 basis points (1.95%) for that portion of the client's assets invested in the third-party portfolio. Comparatively, if the same assets are later invested in a less expensive portfolio, the overall fee paid by the client is reduced accordingly.

Under the second arrangement, the "Total Rate Method," the rate remains constant regardless of which portfolio(s) the client's assets are invested in. If the IAR selects a less expensive portfolio for the client, the portion of the overall fee payable to the IAR will increase. For example, a hypothetical client's schedule A may establish the client's total fee at 1.75% with C1W receiving 55 basis points. The remaining 1.20% is split between the IAR and the third-party portfolio manager. If the IAR invests the client assets into a portfolio that charges 20 basis points, then the IAR earns 100 basis points. However, should the IAR invest the client's assets into a third-party portfolio that charges 10 basis points less, the portion of the fee payable to the IAR is increased by the same amount (i.e., the IAR's portion is increased 10 basis points from 100 basis points to 110).

The Total Rate Method creates a conflict of interest; the IAR has a financial incentive to recommend a less expensive portfolio to a client, which may not be in the client's best interest, thereby resulting in a higher percentage of fees collected payable to the IAR. We mitigate this conflict of interest in part by providing mandatory investment and suitability training to our IARs on at least an annual basis. C1W also semi-annually reviews and monitors a random sample of total rate method client's portfolio managers and their performance. Additionally, C1W analyzes client accounts during branch exams of our IARs' individual practices. For more information about our review process of client accounts, please refer to *Item 13 - Review of Accounts.*

In addition to the asset management fee, there may be transaction, commission, administrative, servicing, and other fees charged by the Custodian. IRA accounts may be charged custodial or other service fees. If your account is invested in mutual funds, the mutual fund company may assess administrative charges against your investment in that fund. These fees are not charged by C1W, but rather by the product sponsor, brokerage firm, or custodian firm. In the normal course of effecting transactions, prices for certain trades made on behalf of your account may include mark-ups, mark-downs, and spread differentials.

Selection of Other Advisers Fees
C1W will be compensated via a fee share from other third-party advisers. These arrangements will either be in the form of a Solicitor Relationship, wherein the Firm directs clients to a third-party for advisory services, or a Sub-Advisory Relationship where a firm manages all or a portion of the client's assets. The terms of these relationships, including compensation, will be memorialized in each contract between C1W and each third-party adviser.

These fees are negotiable, and this service may be cancelled with 30 days' notice. The notice of termination requirement and payment of fees for third-party investment advisers will depend on the specific third-party adviser selected. C1W's solicitor fee is based on the fair market value of the managed assets as determined on the last business day of the applicable month/quarter or the average daily balance of the assets during the preceding month/quarter. Some solicitors working with C1W will bill quarterly in advance, however.

Whenever C1W acts as a solicitor and refers clients to a third-party adviser, it will provide the client with a current copy of the third-party investment adviser's written disclosure statement and a document identifying C1W as the solicitor, the name of the investment adviser, the nature of the relationship between C1W and the investment adviser, the terms of the compensation arrangement, and the amount charged to the client in addition to the advisory fee as a result of the solicitation activity.

Whether C1W refers clients to a third-party RIA or engages a sub-adviser to aid the Firm with managing all or portions of a client's investments, fees owed to such third-party firms will be deducted directly from client investment accounts.

Fees for the Firm Serving as a Sub-Adviser
We may also act as a sub-adviser to unaffiliated third-party advisers. C1W would receive a share of the fees collected from the third-party adviser's client. In the event a sub-adviser selects C1W's investment models, the fees are negotiated between the investment advisers and clients. The notice of termination requirement and payment of fees for sub-adviser services will depend on the specific third-party investment adviser engaging C1W as sub-adviser. This relationship will be memorialized in each contract between C1W and each third-party adviser.

C1W is a sub-adviser to the AdvisorShares STAR™ Global Buy Write ETF (VEGA) and earns a sub-advisory fee for these services directly from the fund. In situations where the Firm invests all or part of a client's assets in the VEGA ETF, C1W will receive a sub-advisory fee of 55 bps from this ETF in addition to an investment management fee from the client. The STAR™ Spectrum VEGA Core Plus Model ("VEGA Core Plus") consists of a Buy-Write "core" comprised of the VEGA ETF and surrounded by a select group of actively managed satellite and fixed-income investments. The client's VEGA Core Plus Model assets invested in the VEGA ETF are excluded from the management fee that the client pays to C1W for management of the VEGA Core Plus Model. C1W will honor any written client request to not purchase the VEGA ETF within the clients' account wherein C1W is also receiving an advisory fee. Clients should note that they have the option to purchase the VEGA ETF through other brokers or agents not affiliated with C1W. Unless an exemption exists under applicable ERISA or Employee Benefits Security Administration guidance, C1W will not retain both a management fee from the VEGA ETF and an advisory fee for and services provided with respect to any ERISA qualified plan.

There are potential conflicts of interest related to C1W's role as and use of Sub-Advisers. Please review *Item 10 - Other Financial Industry Activities and Affiliations* for more information about the conflicts of interest presented by these arrangements and how we mitigate them.

Financial Planning Services Fees
As mentioned under *Item 4, Advisory Services Offered*, the Firm also offers comprehensive financial planning services for individuals, families, and businesses. Fees charged for Financial Planning are negotiable and are based on a fixed fee-per-project basis, or on an hourly, monthly, or quarterly fee basis, or a combination of these methods. The hourly rate stated within Schedule A of the Client Financial Planning Agreement. These rates may be negotiated.

Hourly rates and total fees are determined by each IAR estimating the complexity of the client's circumstances, the level of skill required to perform the service, and the amount of time that will be required to perform research, analysis, and plan preparation. The estimated fee is disclosed to the client prior to contract signing.

The fees described above may change based on special situations such as an expansion of a project, increase in the number of reviews, more specialized needs of the client, more complex planning, or more detailed reporting. Before such a change may be made, the client is given 30 days' prior written notice.

Each client retains the right to terminate the Financial Planning Services Agreement with C1W at any time, in writing and without prior notice, for any reason. The Firm retains the right to terminate any engagement at any time, for any reason, by giving 10 days' written notice. Any unearned pre-paid fee is returned to the client upon termination. When calculating any refund, a pro rata amount shall apply to work already performed on a fixed fee basis.

Fees do not include product transaction commissions, or the fees for third-party professional services, e.g., investment managers, attorneys, accountants or other third parties.

Investment Consultative Services Retainer Agreement Fees

As mentioned under *Item 4 Advisory Services Offered*, the Firm also offers investment consultant services for individuals, families, and businesses. Fees charged for consultant services are negotiable and are based on a fixed rate. The fee ranges depending on the complexity and nature of the services.

Total fees are determined by each IAR estimating the complexity of the client's circumstances, the level of skill required to perform the service, and the amount of time that will be required to perform research, analysis, and consultation. The estimated fee is disclosed to the client prior to contract signing.

The fees described above may change based on special situations such as an expansion of a project, increase in the number of reviews, more specialized needs of the client, more complex planning, or more detailed reporting. Before such a change may be made, the client is given 30 days' prior written notice. Retainer Agreements are valid for six (6) months after signing the Agreement.

Each client has the right to terminate the Retainer Agreement with C1W at any time, in writing and without prior notice, for any reason. C1W has the right to terminate any engagement at any time, for any reason, by giving 10 days' written notice. Any unearned pre-paid fee is returned to the client upon termination. When calculating any refund, a pro-rata amount shall apply to work already performed on a fixed fee basis.

Fees do not include product transaction commissions, or the fees for third-party professional services, e.g., investment managers, attorneys, accountants or other third parties.

B. Payment of Fees

Payment of Asset Management Fees

Asset management fees are withdrawn directly from the client's accounts with client's written authorization on a monthly basis or quarterly basis. For asset management fees incurred on accounts held outside of C1W, the client must complete an Outside Account Billing Agreement electing to deduct fees for Outside Accounts from specified accounts managed by C1W or by direct payment such as check. Generally, asset management fees are paid in arrears; however, fees may be charged quarterly in advance for certain clients. Furthermore, fees are negotiable with each of our clients until signed and agreed to in the final fee schedule attached as Schedule A of the Client DIMA.

Payment of Selection of Other Advisers Fees

The timing, frequency, and method of paying fees for selection of third-party managers will depend on the specific third-party adviser selected and the arrangement between the third-party adviser and C1W.

Payment of Sub-Adviser Fees

Fees for C1W's sub-advisory services will be withdrawn from clients' accounts, as disclosed in each contract between the third-party adviser and the client.

Payment of Financial Planning Fees

The fee is payable directly by a client or through deduction from the client's investment account. Payment arrangements are established in the Financial Planning Services Agreement. The fee may be waived in whole or in part by the IAR or C1W at their sole discretion.

Payment of Investment Consultative Services Retainer Agreement Fees

The fee is payable directly by a client and not deducted from the client's account. Payment arrangements are established in the Retainer Services Agreement. The fee may be waived in whole or in part by the IAR or C1W at our sole discretion.

C. Client Responsibility for Third-Party Fees

All fees paid to C1W for investment advisory services are separate and distinct from the fees and expenses charged by mutual funds, exchange-traded funds, variable annuities, and other investment advisers, broker/dealers and custodians retained by clients, if any. Such fees and expenses are described in each mutual funds and variable annuity's prospectus, each third-party investment adviser's Form ADV Part 2A, Wrap Brochure or similar disclosure statement, and by any broker/dealer or custodian retained by a client.

Furthermore, clients will incur brokerage commissions and other execution costs charged by the custodian or executing broker/dealer in connection with transactions for a client's account. Clients should further understand that all custodial fees and any other charges, fees, and commissions incurred in connection with transactions for a client's account will be paid out of the assets in the account. Please refer to *Item 12 - Brokerage Practices* for additional important information about the brokerage and transactional practices of C1W.

Prepayment of Fees

Asset Management Fees
The Firm usually bills its investment management fees monthly or quarterly in arrears based upon fair market value of the managed assets as determined on the last business day of the applicable month or based on the average daily balance for the account during the previous month/quarter. However, C1W may, from time to time, bill its investment management fees monthly or quarterly in advance for services rendered, as negotiated with the client. Fees for partial periods are prorated based on the number of days the account was serviced.

Financial Planning and Investment Consultative Retainer Service Fees
Any unearned prepaid fee is returned to the client upon termination. In no instance will Clients pay six (6) months or more in advance before receiving a financial plan or consultative services.

D. Outside Compensation for the Sale of Securities to Clients

Certain supervised persons may be eligible for compensation for the sale of securities or other investment products. Further information regarding this arrangement can be found in Item 10.

Item 6 - Performance Fees
We do not charge fees based on the performance of the portfolio.

Item 7 - Types of Clients
We mainly provide advisory services to individuals, high-net-worth individuals, and third-party investment advisers through our sub-advisory services. C1W also has other types of clients, including corporations and other businesses, non-profits, and some 401(k)s and other employer-sponsored retirement accounts. The Firm provides advisory services to other types of clients besides these.

The Firm typically requires a minimum investment amount in our Models to ensure the objective of the model can be met. However, under limited circumstances and the discretion of the CCO or his or her designee, exceptions may be made.

Item 8 - Methods of Analysis, Investment Strategies, Risk of Loss
Investing in securities involves a significant risk of loss, including loss of principal. Clients should be aware that there may be a loss or depreciation to the value of the client's account, which clients should be prepared to bear. There is no assurance that a positive return will be obtained in any managed investment account program. Neither C1W nor any selected third-party investment advisers guarantee the performance of the account, promise any specific level of performance, or promise that investment decisions, strategies or overall management of the account will be successful. C1W does not represent, guarantee or imply that the services or methods of analysis employed by the firm can or will predict future results, successfully identify

market tops or bottoms, or insulate clients from losses due to market corrections or declines. Investment decisions are subject to various market, currency, economic, political, interest rate and business risks, and will not necessarily be profitable.

A. Methods of Analysis and Investment Strategies

Methods of Analysis
The Firm's method of analysis include charting analysis, fundamental analysis, technical analysis, cyclical analysis, quantitative analysis and modern portfolio theory.

Charting analysis involves the use of patterns in performance charts. We use this technique to search for patterns used to help predict favorable conditions for buying and/or selling a security.

Fundamental analysis involves the analysis of financial statements, the general financial health of companies, and/or the analysis of management or competitive advantages.

Technical analysis involves the analysis of past market data, primarily price and volume.

Cyclical analysis involves the analysis of business cycles to find favorable conditions for buying and/or selling a security.

Modern portfolio theory is a theory of investment that attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, each by carefully choosing the proportions of various assets.

Quantitative Analysis is a technique that uses mathematical and statistical modeling, measurement, and research to understand behavior. Quantitative analysts represent a given reality in terms of numerical value. Quantitative analysis is applied to the measurement, performance evaluation, valuation of a financial instrument, and predicting real-world events such as changes in a country's gross domestic product (GDP).

Investment Strategies
The Firm utilizes a blend of model portfolios and boutique individual equity investment managers. The model portfolios consist mainly of ETFs, but some mutual funds are included when justified by their alpha performance (the excess returns earned on an investment above the benchmark return) or by their managers' knowledge and expertise within their fund objective or asset class. The model portfolios are broken down between risk-based asset allocation models and other more specifically targeted models for income or all equity exposure. The boutique individual investment managers are utilized for individual stock selection targeting a given asset class.

Asset Allocation
The Firm utilizes different investment managers to provide their risk-based asset allocation models, including C1W's proprietary models. Each manager provides risk-based models ranging from conservative to aggressive or growth, while C1W's proprietary model suite also offers all fixed income and all equity versions of their models. Each manager has its own philosophy and process to construct their models, but they all have the goal of targeting a specific asset allocation and risk level.

C1W's proprietary model suite consists of three versions of "Core" risk-based asset allocation models. The Core ETF model consists only of ETFs. The Core and Core Tax-Aware versions are for larger accounts and include s and mutual funds. C1W also offers an environmental, social, and governance (ESG) version of risk-based models and a sector rotation model consisting of ETFs. For smaller accounts, C1W offers Long Horizon ETF only models that rebalance annually. The Firm's proprietary models utilize quarterly trades/rebalances, and potential ad hoc trades given the investment landscape. The Core Tax-Aware model trades semi-annually. Target allocations across models can vary +/-5%.

Third party managers primarily utilize ETFs in their models but may use mutual funds. These managers typically rebalance quarterly; however, some of the more tactical third-party managers will make minor shifts throughout the year while still staying within a 10 - 15% range of their broad equity and fixed income target asset allocations. Another third-party manager produces models that rebalance quarterly. Lastly, C1W also offers a Biblically responsible risk-based ETF model suite.

Income Models

The Firm utilizes three proprietary risk-based income generation models that primarily consist of both equity and fixed income-based ETFs but may use Mutual Funds. C1W also utilizes other firms for their fixed income expertise, including a municipal ETF portfolio.

Additional ETF models outsourced from other investment managers include:

- A suite of risk-based models comprised of ETFs and Mutual Funds to meet different levels of risk while providing a diversified combination of investment vehicles.
- Targeted ETF models are designed as building blocks in overall portfolio construction. Sector Rotation, Fixed Income and Equity models. Models have varied management styles to provide advisors with both active and passive strategic versions of model management.
- Tax aware ETF models.
- Liquid Alternative ETF model that uses non-traditional investment strategies in an effort to provide increased diversification.
- A tactical ETF model with the ability to move from 100% invested to 100% cash. The goal of this strategy is to provide higher than average risk-adjusted returns while lowering the volatility of the overall client portfolio.
- Equity income strategy that utilizes equity ETFs to generate income for the client; and
- Disruptor portfolios designed to target niche ETFs and to take advantage of their growth potential and disruptive tendencies

Individual Investment Managers

The Firm utilizes third-party investment managers for a variety of strategies. These include individual Equity and Fixed Income portfolios in specified asset classes. The managers provide portfolios of individual securities, and the Firm executes the trades on behalf of the client, according to the portfolio delivery instructions. The managers include Large cap, Small-Mid cap, Small cap, REITs, International and ESG.

Other third-party investment manager strategies include:

- Tax-optimized indexed equity separately managed accounts (SMAs) from standard indexes to blended benchmarks for custom exposure. These strategies may also incorporate values aligned investing and factor tilts.
- Concentrated stock hedging solutions utilizing options which may reduce the risk of the underlying position.
- Unified Managed Account (UMA) program for higher net worth clients that combines SMAs from multiple third-party managers which may include stocks, bonds, and other diversifying asset classes.
- Private Equity Manager for high net worth/accredited investors.

The Firm will allow some advisers to select individual investment managers. These are one-off adviser driven instances.

IAR Managed (Advisor Select Program):

This Program is offered through C1W's IARs where they are permitted to build unique model portfolios. C1W will do its own due diligence on the holdings in the models from a liquidity, trading volume, and suitability standpoint. If approved, the models will be allowed on the platform for only that IAR's clients' usage. In the instance where models may be available to other IARs, the C1W Investment Committee will evaluate whether to approve the models on a firm-wide basis.

STAR™ Spectrum Analysis and Investment Strategies

STAR Spectrum Analysis and Investment Strategies include U.S. Sector Rotation, VEGA, and Alpha.

U.S. Sector Rotation is rebalanced, on average, quarterly. C1W reviews market cycle data from Fidelity or similar research teams. U.S. Sector Rotation will then overweight or underweight U.S. Sectors based on research. Underweight positions are not held; Neutral weights are held at approximately half of their market share, and Overweight positions are held at approximately their full market share. Any residual value after investing in Neutral and Overweight will be placed into a general market holding, such as SPY or similar.

VEGA is a 70/30 Equity to Fixed Income Asset Allocation strategy primarily using ETFs with an Option overlay. Options strategies include writing Covered Calls and purchasing Protective Puts but can also include writing Cash-Secured Puts and purchasing Long Calls. Generally, Covered Calls are written 10-15 times a year, roughly monthly. Protective Puts are purchased when deemed inexpensive to do so. VEGA seeks to avoid option assignments, but assignments may occur outside of the Firm's control. VEGA Enhanced utilizes a methodology called Volatility-Based Reinvestment ("VBR") to reinvest accumulated cash back into the portfolio based upon volatility.

Alpha is a 30/70 Equity to Fixed Income Allocation strategy primarily using ETFs with an Option overlay on the Equity portion. Alpha Option strategies utilized include writing Covered Calls, but can also include purchasing Protective Puts, writing Cash-Secured Put, or purchasing Long Calls. Generally, Covered Calls are written 10-15 times a year. Alpha seeks to avoid option assignments, but assignments may occur outside of the Firm's control

B. Material Risks Involved

Charting analysis strategy involves using and comparing various charts to predict long and short-term performance or market trends. The risk involved in using this method is that only past performance data is considered without using other methods to crosscheck data. Using charting analysis without other methods of analysis would be assuming that past performance will be indicative of future performance. This may not be the case.

Fundamental analysis concentrates on factors that determine a company's value and expected future earnings. This strategy would normally encourage equity purchases in stocks that are undervalued or priced below their perceived value. The risk assumed is that the market will fail to reach expectations of perceived value.

Technical analysis attempts to predict a future stock price or direction based on market trends. The assumption is that the market follows discernible patterns and if these patterns can be identified then a prediction can be made. The risk is that markets do not always follow patterns and relying solely on this method may not account for new emerging patterns.

Cyclical analysis assumes that the markets react in cyclical patterns which, once identified, can be leveraged to provide performance. The risks with this strategy are two-fold: (i) the markets do not always repeat cyclical patterns; and (ii) if too many investors begin to implement this strategy, then it changes the very cycles these investors are trying to exploit.

Modern Portfolio Theory assumes that investors are risk adverse, meaning that given two portfolios that offer the same expected return, investors will prefer the less risky one. Thus, an investor will take on increased risk only if compensated by higher expected returns. Conversely, an investor who wants higher expected returns must accept more risk. The exact trade-off will be the same for all investors, but different investors will evaluate the trade-off differently based on individual risk aversion characteristics. The implication is that a rational investor will not invest in a portfolio if a second portfolio exists with a more favorable risk-expected return profile – i.e., if for that level of risk an alternative portfolio exists which has better expected returns.

Long-term trading is designed to capture market rates of both return and risk. Due to its nature, the long-term investment strategy can expose clients to various types of risk that will typically surface at various intervals during the time the client owns the investments. These risks include but are not limited to inflation (purchasing power) risk, interest rate risk, economic risk, market risk, and political/regulatory risk.

Cybersecurity Risk: Investment advisers and their service providers may be prone to operational and information security risks resulting from cyber-attacks. Cyber-attacks include, among other behaviors, stealing or corrupting data maintained online or digitally (including, for example, through cyber- attacks known as "phishing" and "spear-phishing"), denial-of-service attacks on websites, the unauthorized release of confidential information and causing operational disruption. Cyber-attacks may interfere with the processing of transactions, cause the release of private information or confidential information of C1W, cause reputational damage, and subject C1W to regulatory fines, penalties or financial losses, reimbursement or other compensation costs, and/or additional compliance costs. While C1W has established business continuity plans and systems designed to prevent such cyber-attacks, there are limitations in such plans including the possibility that certain risks have not been identified.

Selection of Other Advisers**:** Although C1W will seek to select only money managers who will invest clients' assets with the highest level of integrity, C1W's selection process cannot ensure that money managers will perform as desired and C1W will have no control over the day-to-day operations of any of its selected money managers. C1W would not necessarily be aware of certain activities at the underlying money manager level, including without limitation a money manager's engaging in unreported risks, investment "style drift," regulatory breaches, or fraud.

C. Risks Associated with Our Investment Strategies and Models

The implementation and composition of our asset management programs, including those described above, is at the discretion of C1W and thus may not be what the client would want at that specific time. As determined by our Investment Committee, C1W may elect to replace a program or manager which could result in a program that is slightly different than the previous program. C1W will keep consistent the clients' stated risk tolerance when electing a replacement model.

We may use newly listed, low-asset, or low-volume investments in our portfolios.

Investment advice and models provided by C1W may not be tax efficient. C1W does not provide legal, accounting, or tax advice. Thus, clients should obtain independent tax, legal and accounting advice before implementing any advice offered by C1W.

Comparing the performance of an account managed by C1W may be difficult as it is not easy to find a comparable benchmark, and unmanaged indices such as the S&P 500 cannot be managed and therefore are not suitable comparisons, either. Thus, it may not be possible for clients to truly gauge how their portfolio is performing relative to the market when receiving C1W's services.

It may take an indeterminate amount of time to allocate the account assets to achieve the chosen asset allocation, especially for small portfolios or if only subsequent deposits are to be used to reallocate account assets. The number of securities in the portfolio will vary by the model or strategy employed. If a client desires to achieve the chosen allocation as soon as possible, or has specific prohibitions or trading criteria, the client must inform C1W of their desire in writing; C1W is not always able to accommodate such requests.

CreativeOne Wealth's STAR Spectrum VEGA models can accrue large amounts of cash in the client's account due to option strategies. Further, we may deem it necessary, or find it desirable, to wait for better buying opportunities to reinvest the client's money. This may cause a portfolio to be out of balance for significant periods of time as compared to the target for each asset class comprising STAR Spectrum VEGA models.

Clients must be willing to accept costs of short-term trading in C1W's option-based asset management strategies and Models.

Although C1W generally recommends clients purchase ETFs and mutual funds, at times we recommend clients purchase securities that involve greater risks related to liquidity, volatility, earnings, headlines, interest rate, and potential unfavorable fluctuations in underlying asset and/or index values. For example, international investments may be subject to economic or political instability, credit risk, and exchange-rate fluctuations. Also, we may recommend a client heavily weigh their portfolio in a single asset class or even a single security.

Some investments in certain funds used by C1W may be denominated in foreign currencies. Changes in the relative values of foreign currencies (including the Euro) and the dollar, therefore, will affect the value of investments in portfolios with these funds. Funds used may purchase foreign currency futures contracts and options in order to hedge against changes in the level of foreign currency exchange rates, but there can be no assurance that the client's portfolio will not be subject to significant fluctuations in foreign currency valuations.

D. Risks of Specific Securities Utilized

***Mutual Funds*:** Investing in mutual funds carries the risk of capital loss and thus you may lose money investing in mutual funds. All mutual funds have costs that lower investment returns. The funds can be of bond "fixed income" nature or stock "equity" nature.

Equity investment generally refers to buying shares of stocks in return for receiving a future payment of dividends and/or capital gains if the value of the stock increases. The value of equity securities may fluctuate in response to specific situations for each company, industry conditions and the general economic environments.

Fixed income investments generally pay a return on a fixed schedule, though the amount of the payments can vary. This type of investment can include corporate and government debt securities, leveraged loans, high yield, and investment grade debt and structured products, such as mortgage and other asset-backed securities, although individual bonds may be the most well-known type of fixed income security. In general, the fixed income market is volatile and fixed income securities carry interest rate risk. (As interest rates rise, bond prices usually fall, and vice versa. This effect is usually more pronounced for longer-term securities.) Fixed income securities also carry inflation risk, liquidity risk, call risk, and credit and default risks for both issuers and counterparties. The risk of default on treasury inflation protected/inflation linked bonds is dependent upon the U.S. Treasury defaulting; however, they carry a potential risk of losing share price value. Risks of investing in foreign fixed income securities also include the general risk of non-U.S. investing described below.

***Exchange Traded Fund ("ETF")*:** An ETF is an investment fund traded on exchanges, similar to stocks. Investing in ETFs carries the risk of capital loss (sometimes up to a 100% loss in the case of a stock holding bankruptcy). Areas of concern include the lack of transparency in products and increasing complexity, conflicts of interest and the possibility of inadequate regulatory compliance. Precious Metal ETFs (e.g., Gold, Silver, etc.) specifically may be negatively impacted by several unique factors, among them (i) large sales by the official sector which own a significant portion of aggregate world holdings in gold and other precious metals, (ii) a significant increase in hedging activities by producers of gold or other precious metals, (iii) a significant change in the attitude of speculators and investors. Information on a specific ETF risk and its policies regarding the above topics can be found in its prospectus and Statement of Additional Information. Clients should review the prospectus before investing.

Unit Investment Trust ("UIT"): A UIT is a product where a financial company buys or holds a group of securities, such as stocks or bonds, and makes them available to investors as redeemable units. UITs raise money typically in a one-time public offering, with each unit representing ownership and a proportional right to income and capital gains generated by the fund's investments, typically either stocks or bonds. The performance of a UIT's underlying investments, minus fund fees, determines the trust's investment return.

UITs have a stated expiration date based on what investments are held in their portfolio; when the portfolio terminates, investors get their share of the UIT's net assets. The UIT will inherit all the risks associated with the securities in which it invests, such as credit, business, and market risk. Additionally, because UITs are not redeemable until the end of their respective terms, they are also susceptible to liquidity risk.

Real Estate funds (including REITs) face several kinds of risk that are inherent in the real estate sector, which historically has experienced significant fluctuations and cycles in performance. Revenues and cash flows may be adversely affected by: changes in local real estate market conditions; competition from other properties offering the same or similar services; changes in interest rates and in the state of the debt and equity credit markets; the ongoing need for capital improvements; changes in real estate tax rates and other operating expenses; adverse changes in governmental rules and fiscal policies; adverse changes in zoning laws; the impact of present or future environmental legislation and compliance with environmental laws.

Annuities are a product for those who may have the ability to pay a premium now and want to guarantee they receive certain monthly payments or a return on investment later in the future. Annuities are contracts issued by a life insurance company designed to meet requirements or other long-term goals. Variable annuities are designed to be long-term investments, to meet retirement and other long-range goals. Variable annuities are not suitable for meeting short-term goals because substantial taxes and insurance company charges may apply if you withdraw your money early. Variable annuities also involve investment risks, just as mutual funds do. While C1W sells variable annuities, we do not sell fixed, or equity-indexed annuities. As described in Item 10, most of C1W's IARs are licensed insurance agents and may recommend or include annuities as part of the client's investment strategy.

Non-U.S. Securities present certain risks such as currency fluctuation, political and economic change, social unrest, changes in government regulation, differences in accounting and the lesser degree of accurate public information available.

Options Trading. Some of C1W's STAR™ Programs and IARs at times make significant use of options. Writing and purchasing call and put options are highly specialized activities and entail greater than ordinary investment risks. The successful use of options depends in part on the future price fluctuations and the degree of correlation between the options and the securities markets. The value of positions in options fluctuates in response to changes in the value of the underlying security. There is also the risk of losing all or part of the cash paid for purchasing call and put options. Assets covering written options cannot be sold. As a result, there is a possibility that segregation of a large percentage of the assets could affect its portfolio management as well as the ability to meet other current obligations. Unusual market conditions or lack of a ready market for any particular option at a specific time may reduce the effectiveness of the option strategies, and for these and other reasons option strategies may not reduce the volatility to the extent desired. A reduction in the holdings of put options may result in an increased exposure to a market decline. Cash secured puts are utilized when it is more favorable than being long the underlying security. C1W's STAR™ Spectrum VEGA models can accrue large amounts of cash in the client's account due to option strategies and C1W may need, or find it desirable, to wait for better buying opportunities to reinvest the client's money. This may cause a portfolio to be out of balance for significant periods of time as compared to the target for each asset class comprising STAR™ Spectrum VEGA models. Clients must also be willing to accept costs of short-term trading in C1W's option-based asset management strategies and Models.

The Options Clearing Corporation provides a comprehensive document disclosing the characteristics of options and their risks. The document is titled "Characteristics and Risks of Trading Standardized Options." A copy may be obtained online at http://www.optionsclearing.com/about/publications/character-risks.jsp, or upon request, we will provide you with a copy.

Past performance is not indicative of future results. Investing in securities involves a risk that you, as a client, should be prepared to bear.

Item 9 - Disciplinary Information

Firms are required to report any legal or disciplinary events that are material to a client's evaluation of our advisory business and the integrity of our management. There are no required disclosures in relation to C1W and its management team.

Disclosure information specific to your investment adviser representative (if applicable) can be found on their supplemental ADV 2B or at www.adviserinfo.sec.gov.

Item 10 - Other Financial Industry Activities and Affiliations

IARs of C1W may also be registered representatives and/or agents of an affiliated or non-affiliated firm such as a broker/dealer or insurance agency, engaging in the business of selling life, health, long-term care, disability and annuity insurance products as well as securities. In their role as registered representatives and/or insurance agents, IARs may receive separate compensation in the form of commissions for the purchase of securities through their affiliated broker/dealer as well as for the sale of insurance products.

IARs may have other business affiliations, such as accountants, tax advice and preparation, law practices, or pension consulting as more fully described in their respective Form ADV Part 2B. These practices are independent of and not affiliated with C1W. C1W does not provide accounting, tax, or legal advice.

A. Providing Financial Services on Behalf of a Broker-Dealer

The Firm is not registered as, nor does have a pending application to become a broker-dealer. C1W's CCO is a registered principal of an affiliated broker-dealer, CreativeOne Securities.

Affiliation with CreativeOne Securities, LLC.

C1W is under common ownership and control with a registered broker-dealer, CreativeOne Securities (hereinafter, "C1S," formerly known as "Client One Securities, LLC"). C1W and C1S are both owned in part by CM2 Holdings Company, Inc. C1W's and C1S' home offices are also located within the same building.

Certain IARs of C1W are separately licensed to sell securities as registered representatives of C1S or other registered broker-dealers unaffiliated with C1W. IARs, acting in their separate capacities as registered representatives, may sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, alternative investments, and variable annuity and variable life products to advisory clients. Should an investment advisory client purchase these products through a broker-dealer with whom the IAR is separately registered, whether C1S or another, the IAR will receive the normal and customary commission-based compensation in connection with the transaction. Such commissions are separate from and in addition to the advisory fee charged to the client by C1W. In addition, to the extent that a client implements a securities transaction through our affiliated broker-dealer, C1S, compensation attributable to such transaction will also accrue to the benefit of our common owner. Clients should be aware that the potential for the IAR, and in some cases, the owners of C1W, to receive additional compensation creates a conflict of interest that can impair the objectivity of the IAR when making advisory recommendations. This is because this potential creates incentive for the IAR to recommend that the client purchase securities or other investment products (and, in some cases, that such recommendations be implemented through C1W's affiliated broker-dealer) in order that the IAR may receive additional compensation rather than because it is in a client's best interest.

C1W does not require its IARs to solicit clients to implement securities or other recommendations through C1S. Clients of the Firm are free to implement investment advice through any broker-dealer or product sponsor they may select. However, clients should understand that, due to certain regulatory constraints, an IAR, when operating in his or her capacity as a registered representative of a broker-dealer, must place all purchases and sales of securities products in commission-based brokerage accounts through their affiliated broker-dealer or broker-dealer approved institutions. Refer to Subsection C below for details regarding how C1W seeks to address these and other conflicts of interest.

B. Registration as a Futures Commission Merchant, Commodity Pool Operator, or a Commodity Trading

Adviser

Neither the Firm nor its IARs are registered as or have pending applications to become either a Futures Commission Merchant, Commodity Pool Operator, or Commodity Trading Adviser or an associated person of the foregoing entities.

C. Registration Relationships Material to this Advisory Business and Resulting Conflicts of Interests

Affiliation with Creative One Marketing, LLC and Insurance Activities

C1W is under common ownership and control with CreativeOne Marketing, LLC, an insurance marketing organization. C1W and CreativeOne Marketing, LLC are owned in part by CM2 Holding Company, Inc. C1W and CreativeOne Marketing are located within the same building.

Certain IARs of C1W are separately licensed as life insurance agents with CreativeOne Marketing , LLC or other insurance agencies unaffiliated with C1W. In their separate capacities as licensed insurance agents, IARs are able to implement insurance and/or annuity recommendations for advisory clietns for which they will receive commission-based compensation that is separate from and in addition to advisory fees charged to the client by C1W. Moreover, to the extent that a client implements a transaction through our affiliated insurance broker, CreativeOne Marketing, LLC, compensation attributable to such a transaction will also accrue to the benefit of our common owner. The determination of whether to recommend an insurance product to be included within a client's financial portfolio is at the discretion of the IAR. Clients should be aware that the potential for the IAR (or the common owners of C1W and CreativeOne Marketing, LLC) to receive additional compensation creates a conflict of interest that can impair the IAR's objectivity when making advisory recommendations. This is because it creates incentive to recommend that the client purchase annuities or other insurance products (and, in some cases, that such recommendations be implemented through C1W's affiliated insurance broker) in order that the IAR may receive additional compensation rather than because it is in a client's best interest. In addition, certain annuity products pay an upfront, lump sum commission. The immediacy of this compensation structure can create further incentive for the IAR to recommend certain annuity products over other products, or to recommend such products rather than recommending that these assets be included in and managed as part of the client's Asset Management Services portfolio. Clients of C1W are not obligated to utilize the insurance services provided by CreativeOne Marketing, LLC nor the IAR in his or her separate capacity as an insurance agent. The Firm does not require its IARs to solicit clients to purchase insurance products through CreativeOne Marketing Corporation or any other insurance broker.

The inclusion of a fixed indexed annuity is left to the discretion of the client and can be enabled as an option within the portfolio by way of a proprietary algorithm that determines an advantageous dollar amount for each individual client. The Firm's clients are not obligated in any manner to use the selection of any insurance product allocation determined by C1W's investment platform.

D. Addressing Conflicts of Interest Related to Brokerage and Insurance Activities of IARs

C1W endeavors at all times to put the interest of clients first as part of its fiduciary duty. As such, the Firm takes the following steps to address these conflicts:

- C1W seeks to provide full and fair disclosure regarding the material conflicts of interest, including the potential for IARs and our affiliated companies to earn compensation from advisory clients in addition to C1W's advisory fees;
- C1W discloses to clients that they are not obligated to purchase recommended investment or insurance products from C1W's IARs or our affiliated companies;
- C1W seeks to collect, maintains and documents accurate and relevant client background information, including the client's financial goals, objectives and risk tolerance upon which recommendations are based;
- C1W requires that employees seek prior approval of any outside employment activity so that C1W

may ensure that any conflicts of interests arising as a result of such activities are properly addressed and, as applicable, disclosed; and
- C1W periodically monitors these outside employment activities to verify that any conflicts of interest continue to be properly addressed by C1W;

E. Selection of Other Advisers or Managers and How This Adviser is Compensated for Those Selections

The Firm has the discretion to choose third-party investment advisers to manage all or a portion of the C1W client's assets. We will be compensated via a fee share from the advisers to which we direct those clients. This relationship will be memorialized in each contract between C1W and each third-party adviser. This creates a conflict of interest in that we have an incentive to direct clients to the third-party investment advisers that provide us with a larger fee split. The Firm will act in the best interests of our clients, including when determining which third-party investment adviser to recommend. We will ensure that all recommended advisers are registered, notice filed, or exempt from registration in the state(s) in which the clients reside.

We refer clients to several custodians including Fidelity, Pershing, TD Ameritrade, and Schwab. See *Item 12 – Brokerage Practices* of this Brochure for further detail.

Other Sub-Advisers can also be utilized at the discretion of our IARs for accounts invested in the Advisor Select Program. A conflict of interest exists as the IAR may be selecting a Sub-Adviser based on the level of compensation. To mitigate this conflict, Sub-Advisers must be pre-approved by the Firm to ensure they meet our firm requirements. The Firm also conducts periodic reviews to ensure the Sub-Adviser's program is suitable for the client. We disclose to the client when we utilize Sub-Advisers.

The Firm serves as an investment Sub-Adviser to the STAR™ Global Buy Write ETF (VEGA) managed by AdvisorShares Trust. In consideration of its services, the Firm receives a sub-advisory fee directly from the ETF for managing assets within the ETF. In some situations, if the client portfolio includes the ETF, we also receive an investment management fee on the same assets directly from the client. This, along with the fact that client assets in the ETF help to reduce the cost in maintaining the ETF, constitutes a conflict of interest with the client in advising the client to invest in the ETF or using discretion to invest the clients' assets in the ETF.

The Firm will invest client assets in funds (including ETFs noted above) deemed appropriate. Further, the Firm will honor any written client request to not purchase the VEGA ETF within the clients' account wherein we are also receiving an advisory fee. See *Item 5 – Fees and Compensation* and *Item 8 Methods of Analysis, Investment Strategies and Risk of Loss* of this Brochure for more details on the fees for holding these funds.

The Firm, as a solicitor, refers some clients to other programs, for which we are paid a portion of the investment management fee. Although each of these arrangements is disclosed to the client and we conduct reasonable due diligence on such third parties, there is a risk that the third party does not manage the clients' assets as expected, as we do not control the third party. See *Item 8 Methods of Analysis, Investment Strategies and Risk of Loss* of this Brochure for more details.

Item 11 - Code of Ethics, Participation/Interest in Client Transactions, Personal Trading

In accordance with SEC Rule 204a-1 of the Investment Advisers Act of 1940, the Firm maintains and enforces a Code of Ethics ("Code") that includes but is not limited to oversight of Gifts and Entertainment, Anti-Bribery Policy and Procedures, Political Contributions, Reporting of Employee Holdings and Transactions, Preclearance of Trades, Outside Business Activities and Insider Trading. The Code contains requirements regarding compliance with all Laws, Rules and Regulations, and it contains provisions for reporting violations of the Code to the Firm's CCO. All C1W employees and IARs are expected to be honest and ethical, make full and accurate disclosures, remain in compliance with all applicable rules and regulations, and be accountable for what they do.

The Firm and our IARs act as fiduciaries for our clients. We have a fundamental obligation to act in the best interests of our clients and to provide investment advice in the clients' best interest. We owe our clients a duty of undivided loyalty and utmost good faith. The Firm should not engage in any activity in conflict with the interest of any client, and we should take steps reasonably necessary to fulfill these obligations. The Firm and its IARs employ reasonable care to avoid misleading our clients and provide full and fair disclosure of all material facts to our current, former and prospective clients. Generally, facts are "material" if a reasonable investor would consider them to be important. They must disclose and mitigate all conflicts of interest that might incline them – consciously or unconsciously – to render advice that is not disinterested. If they do not avoid a conflict of interest that could impact the impartiality of their advice, they must make full and frank disclosure of the conflict. The Firm and its IARs cannot use our clients' assets for our own benefit or the benefit of other clients. Departure from this fiduciary standard may constitute "fraud" under the Investment Advisers Act.

Recommendations Involving Material Financial Interests

The Firm can and does invest client assets in funds in which we and/or our IARs have material financial interests. We are a Sub-Adviser to an ETF (Ticker: VEGA) and receive a sub-advisory fee from the ETF for assets invested in VEGA. The Firm will honor any written client request to not purchase the VEGA ETF within the clients' account wherein we also receive an advisory fee.

Investing Personal Money in the Same Securities as Clients

From time to time, an IAR may buy or sell securities for themselves that they also recommend to C1W clients. This may provide an opportunity for the IAR to buy or sell the securities before or after recommending the same securities to clients. This results in an IARs profiting from the recommendations they provide to clients. Such transactions create a conflict of interest. The Firm conducts best execution, trade allocation and trade confirmation audits to ensure IARs do not engage in trading that operates to the client's disadvantage when similar securities are being bought or sold. The Firm utilizes block trading, when possible, to mitigate this conflict.

Trading Securities At/Around the Same Time as Clients' Securities

From time to time, an IAR may buy or sell securities for themselves at or around the same time as clients. This may provide an opportunity for the IAR to buy or sell securities before or after recommending securities to clients. This results in the IARs profiting from the recommendations they provide to clients. Such transactions create a conflict of interest; however, the Firm will never engage in trading that operates to the client's disadvantage. If an IAR buys or sells securities at or around the same time as clients, the Firm utilizes block trading, when possible, to mitigate this conflict.

To review a copy of the Firm's Code of Ethics, please make a written request to your IAR or contact the Firm's CCO at (913) 402-2175.

Item 12 - Brokerage Practices

A. Factors Used to Select Custodians and/or Broker-Dealers

Custodians/broker-dealers will be recommended based on the Firm's duty to seek "best execution," which is the obligation to seek execution of securities transactions for a client on the most favorable terms under the circumstances. This means the clients will not necessarily pay the lowest commission or commission equivalent, and we may also consider the market expertise and research access provided by the broker-dealer/custodian, including but not limited to access to written research, oral communication with analysts, admittance to research conferences and other resources provided by the brokers that may aid in our research efforts. We will never charge a premium or commission on transactions beyond the actual cost imposed by the broker-dealer/custodian.

The Firm recommends clients use any of the following custodians/broker-dealers:

- Schwab Institutional, a division of Charles Schwab & Co., Inc.
- TD Ameritrade Institutional, Inc.
- Fidelity Brokerage Services, LLC ("Fidelity")
- Pershing, LLC through Sorrento Pacific Financial LLC ("SPF"). SPF is the broker-dealer for clients which introduces the account to Pershing, who in turn acts as the custodian for the client's assets. SPF is independent and unaffiliated with C1W, other than C1W shares part of its management fee for accounts introduced by SPF, as a solicitor, pursuant to a Solicitors Agreement and the Asset Purchase Agreement.
- Betterment Securities

The Firm has no affiliation with any of the broker-dealers listed above.

The client is not obligated to effect transactions through any broker-dealer/custodian recommended by the Firm. However, if a recommended broker-dealer/custodian is not used, then we may not be able to assist the client in implementing its investment advice and may not be able to monitor the portfolio. This is mainly because our back-office systems receive electronic data from the recommended broker-dealer/custodians. Without this access it may not be practical or efficient to adequately manage the client's assets.

The Firm utilizes the services of Interactive Brokers for trades made on behalf of the STAR™ Global Buy-Right ETF (Ticker: VEGA). Market Makers are utilized, at times, when custom "baskets" are created or redeemed.

Research and Other Soft-Dollar Benefits

The Firm does not currently have any formal soft-dollar arrangements. The Firm may receive select consulting services from custodians and broker-dealers in connection with client securities transactions ("soft dollar benefits"). Said consulting services have included benchmarked studies of our firm's growth, cybersecurity assessments and consultations, and advice on firm acquisitions and mergers. Additionally, employees of the Firm and/or our IARs may be invited to conferences, summits, and other events (whether in-person or virtual) hosted by or underwritten by the broker-dealers/custodians. Reasonable travel, meal, and accommodation expenses may be offered by the broker-dealer/clearing firm to encourage attendance at these events. C1W will review in advance all expenses or reimbursements furnished by the broker-dealer/custodian to verify that there is not an impermissible conflict of interest that would otherwise unduly influence the attendee or prospective attendee to use the services of the broker-dealer/custodian to detriment of clients' best interest. There can be no assurance that any client will benefit from soft dollar benefits and whether or not the client's transactions paid for it. The Firm does not seek to allocate benefits to client accounts proportionate to any soft dollars generated by the accounts. The Firm benefits by not having to produce or pay for the services, and we have an incentive to recommend a broker-dealer based on receiving such services.

Brokerage for Client Referrals

We receive no referrals from a broker-dealer in exchange for using that broker-dealer.

Clients Directing Which Broker-Dealer/Custodian to Use

We require clients to use a specific broker-dealer to execute transactions. Not all advisers require clients to use a particular broker-dealer.

B. Aggregating (Block) Trading for Multiple Client Accounts

If the Firm buys or sells the same securities on behalf of more than one client, then it may (but would be under no obligation to) aggregate or bunch such securities in a single transaction for multiple clients in order to seek more favorable prices, lower brokerage commissions, or more efficient execution. In such a case, the Firm would place an aggregate order with the broker on behalf of all such clients to ensure fairness for all clients; provided trades would be reviewed periodically to ensure that accounts are not systematically disadvantaged by this policy. Each client that participates in the aggregated block order will participate at the average share price for all Firm transactions in that security with the particular custodian on a given business day, with transaction costs shared pro rata based on each client's participation in the transaction subject to rounding for odd lots that would be deemed too small for an account ("de minimis allocations"), and other objective criteria. We would determine the appropriate number of shares and select the appropriate brokers consistent with our duty to seek best execution, except for those accounts with specific brokerage direction (if any). When the total final execution amount of a trade is materially less than an amount of the requested order, certain accounts may be removed entirely from the list of participants and the amount of the allocation can be adjusted to avoid inefficient results. Accounts that do not receive an allocation with respect to a particular security will be considered first when the next partial fill occurs. Notwithstanding the foregoing, the order may be allocated on a basis different from that specified if all client accounts receive fair and equitable treatment. We consider a client's choice to custody its account at a specific broker-dealer as being instruction to direct transactions in that client's account through that broker-dealer, unless the client notifies us otherwise.

IAR Managed Accounts

The Firm may aggregate the sale and purchase of orders for IAR managed accounts with other client accounts that have similar orders being placed for execution at the same time. However, because adviser-managed accounts are managed per the client's investment needs, those accounts are typically not blocked and are instead executed in the order in which they are entered. Our IAR may aggregate trades among their respective clients, but aggregation does not often occur across client accounts invested in IAR-managed models. As a result, there may be instances in which a trade for one account is placed in an account prior to another account transacting in the same security. As such, there may be a disparity in pricing between these accounts.

Potential Trading Conflicts

Smaller accounts are difficult to properly diversify and thus they may not get the same benefit as larger accounts or have greater divergence of their results from the intended portfolio allocation. Due to their smaller size, they may also incur a higher percentage of pro rata transaction costs.

Certain Models may receive preferential treatment over other Models related to time-sensitive trades. For example, VEGA Models may take preference in situations where a high volume of trades is needed across all strategies. Generally, we randomize the custodian chosen for the AdvisorShares STAR™ Global Buy-Write (VEGA) ETF.

Item 13 - Review of Accounts

A. Frequency and Nature of Periodic Reviews and Who Makes Those Reviews

Client accounts managed by the Firm are reviewed by the IAR servicing the account on a periodic and ongoing basis (no less than annually) with regard to the client's respective investment policies and risk tolerance levels.

The Firm's Compliance Team reviews a sample of client accounts on a semi-annual basis. These reviews focus on ensuring that a selected portfolio is consistent with the client's investment objectives, time horizon, risk tolerance, investment experience, and other determinants of client suitability. When reviewing a client account where a conflict of interest exists (e.g., accounts where the "Total Rate Method" is employed as described in Item 5), special emphasis will be placed on assessing whether the IAR has invested the client's assets in the most appropriate portfolio(s). In the event the Firm determines that the IAR has placed his or her interests ahead of the client's (e.g., investing the client in a portfolio that impermissibly results in higher compensation for the IAR), we will, at a minimum, instruct the IAR to reinvest the client's assets in an allocation that eliminates the conflict of interest.

The Firm's Compliance Team also conducts annual risk-based exams, in-person or remotely, on a portion of our IARs and their branch offices. The Compliance Team uses a combination of risk factors, which may include an IAR's number of client households, their investment methodology and any industry-related disciplinary history. An IAR and their branch offices are examined no less than every 3 years.

B. Factors That Will Trigger a Non-Periodic Review of Client Accounts

Non-periodic reviews performed by the IAR may be triggered by, but is not limited to, material market, economic or political events, or by changes in client's financial situations (such as retirement, termination of employment, liquidation of a significant portion of the portfolio, physical move, or inheritance). The client should notify the Firm or their IAR if changes occur in their personal financial situation that might adversely affect the investment plan. Routine conversations between the Firm and the IAR may also trigger a non-periodic review of a client accounts.

C. Content and Frequency of Regular Reports Provided to Clients

Each client of the Firm's advisory services will receive a quarterly report detailing the client's account, including assets held, asset value, and fees. This written report will come from the custodian. Additionally, IARs will engage in meetings with the clients, either by phone or in-person, which are held at least annually to review the account and client's financial goals. Financial planning clients may receive a written financial plan at the time of service. No ongoing reviews are conducted, or reports prepared for Financial Planning-only clients unless specifically noted within the Financial Planning Agreement signed by the client.

Item 14 - Client Referrals and Other Compensation

A. Economic Benefits Provided by Third Parties for Advice Rendered to Clients (Includes Sales Awards or Other Prizes)

The Firm accepts compensation for providing client referrals. We will fully disclose to clients the details of any referral relationships.

Additionally, as described in *Item 10 – Other Financial Industry Activities and Affiliations* above, Principals and IARs of the Firm may receive compensation from other affiliates or non-affiliates. Such compensation shall only be received in conjunction with those services provided to such affiliates or non-affiliates.

The Firm refers some clients to certain employer-sponsored plan design and administrative firms. These independently provided programs generally provide for the design, implementation, compliance and annual review of defined contribution and/or defined benefit plans for individuals and groups. We may provide investment advice and/or financial planning to the plan sponsor and/or plan participants. The Firm does not receive any payment for these referrals.

B. Compensation to Non – Advisory Personnel for Client Referrals

The Firm enters into written arrangements with third parties to act as solicitors for our investment management services. Solicitor relationships will be fully disclosed to each client to the extent required by applicable law. In the instance where the Firm receives a client referral from a solicitor, we will pay a cash referral fee to the solicitor based upon a percentage of the client's negotiated fee received from that particular client. The Firm will ensure each solicitor is exempt, notice filed, or properly registered in all appropriate jurisdictions. All such referral activities will be conducted in accordance with Rule 206(4)-3 under the Advisers Act, where applicable.

Under these circumstances, the Firm will enter into a solicitor's agreement with the other party. All such agreements will be in writing and follow the applicable state and federal regulations. While the specific terms of each agreement may differ, the compensation will generally be based upon a varying percentage of the assets under management by the client, which shall be paid by the adviser until the account is closed by written authorization from the client. Any such fee shall not result in any additional charge to the client.

Each prospective client who is referred under such an arrangement will receive a copy of applicable adviser's Form ADV Part 2A and a separate written disclosure document disclosing the nature of the relationship between the solicitor and the adviser. Further, the amount of compensation that will be paid to the third-party solicitor will also be disclosed, which must be acknowledged in writing by the solicited client.

Item 15 - Custody

It is not the Firm's intent to take physical possession of or custody clients' assets. However, we are deemed to have custody by virtue of two situations:

1. The Firm's ability to deduct asset management fees directly from clients' accounts.
2. The Firm's authority to transfer client assets based on agreements established between some clients and the custodian.

We instruct clients to maintain their assets with qualified custodians which send statements directly to clients at a minimum of a quarterly basis. We urge clients to compare the account statements from the qualified custodian to any report provided by C1W and notify us and the custodian if you believe there is any error.

The Firm does manage assets for some variable annuity accounts that are custodied with insurance companies.

Item 16 - Investment Discretion

The Firm and its IARs have discretion over the selection and number of securities to be bought or sold in client accounts without obtaining prior consent or approval from the client (although some clients elect a non-discretionary basis whereby the client either approves each trade prior to the IAR placing the trade, or the client executes trades on their own behalf).

The granting of discretionary authority will be evidenced by the client's execution of a Discretionary Investment Management Agreement, containing all applicable limitations to such authority. Discretionary trades executed by the Firm will be in accordance with each client's investment objectives and goals.

A client may request restrictions, limitations, or other requirements with respect to their investment accounts. The Firm can accept or deny the request, as it may impede our ability to efficiently manage the assets and provide services to the client. Any restrictions requested by the client and accepted by the Firm are documented in the DIMA which is signed by the client. The Firm may also use discretion in the methods used to effectuate trades for clients. See *Item 12 – Brokerage Practices* of this Brochure for more detail.

The Firm does not advise or take any action on behalf of clients in any legal proceedings, including bankruptcies or class actions, involving securities held or formerly held in client accounts or the issuers of those securities.

Item 17 - Voting Client Securities

It is The Firm's policy is that we do not vote proxies for clients. However, there are some situations when we will vote proxies on behalf of a client:

1. With some ERISA accounts, the Firm may vote proxies if the trustee provides written permission or if the Investment Advisory Agreement states that the advisor will vote proxies.
2. Under C1W's Sub-Advisory Agreement(s), the Firm may be responsible for reviewing proxy solicitation materials or voting and handling proxies in relation to the securities held as assets.
3. The Firm will vote proxies for assets maintained in funds sub-advised by us (e.g., VEGA) in accordance with the requirements of the Sub-advisory Agreement between the Firm and the fund's investment

advisor.

If the Firm does vote proxies, we will use reasonable discretion to vote in the best interests of our clients. For more information on the Firm's proxy voting policies and procedures, or on how a proxy was voted, you may contact Client Services at cpcompliance@creativeonewealth.com or 888.798.2360.

Item 18 - Financial Information

The Firm does not require or solicits pre-payment of more than $1,200 in fees per client, six months or more in advance. The Firm no financial condition that impairs our ability to meet contractual commitments to clients. The Firm has not been the subject of a bankruptcy petition.

PRIVACY NOTICE

FACTS	What Does CreativeOne Wealth ("C1W") Do with Your Personal Information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: • Social Security Number and investment experience • Income and risk tolerance • Assets and account transactions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons C1W chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR INFORMATION	Does C1W Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
If your Financial Advisor leaves CreativeOne Wealth, we may allow them to take your non-public account information to continue providing you services at their new firm.	Yes	Yes

WHAT WE DO	
How does C1W protect my information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These include computer safeguards and secured files and building.
How does C1W collect my personal information?	We collect your personal information, for example, when you: • Open an account or give us your contact information • Seek advice about your investments or tell us about your investment or retirement portfolio • Enter into an investment advisory contract. We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.

DEFINITIONS	
Affiliates	Companies under common ownership or control. They can be financial and non-financial. • *Our affiliates include Creative One, LLC and CreativeOne Securities, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial. • *C1W does not share with nonaffiliates so they can market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *C1W does not jointly market.*
Questions or concerns about the information that may be shared.	**CALL (888) 798-2360 or go to www.creativeonewealth.com/privacy-policy**

Mail-In Form

☐ Please do not share my non-public account information if my Financial Advisor leaves CreativeOne Wealth to join a new advisory firm.

Name:____

Address:____

Mail To: CreativeOne Wealth
Attn: Compliance
6330 Sprint Pkwy, Suite 400,
Overland Park, KS 66211