

# Jenkins Wealth<sup>®</sup>

## Firm Brochure

8310 South Valley Highway, Suite 205

Englewood, Colorado, 80112

(720) 457-6844

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

Heather@JenkinsWealth.com

March 25, 2024

*This brochure provides information about the qualifications and business practices of Jenkins Wealth<sup>®</sup>, an investment adviser registered with the United States Securities and Exchange Commission ("SEC"). Firm "registration" does not imply a certain level of skill or training but only indicates that Jenkins Wealth<sup>™</sup> has registered its business with state and/or federal regulatory authorities. Furthermore, the information contained within this brochure has not been approved or verified by any state authority or the SEC.*

*If you have any questions about the contents of this brochure, please contact us at (720) 457-6844 or by email at Heather@JenkinsWealth.com.*

*Additional information about Jenkins Wealth<sup>®</sup> is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) Jenkins Wealth<sup>™</sup> CRD number is: 153241*

**Item 2: Material Changes**

Since the last amendment filed in March 2023, we have updated our business structure and name. Jenkins Wealth was previously operating using a DBA of Jenkins Wealth. We are now removing that DBA. In addition, this RIA will no longer be offering model portfolios as previously described.

Please see Item 10 for disclosure of affiliated companies and firms for further explanation.

We may, at any time, update this Disclosure Brochure and send a copy to you with a summary of material changes, or a summary of material changes that includes an offer to send you a copy either by electronic means (email) or in hard copy form.

If you would like another copy of this Disclosure Brochure, please download it from the SEC website as indicated above or you may reach us with the provided contact on the cover letter.

**Item 3: Table of Contents**

Item 2: Material Changes	2
Item 3: Table of Contents	3
Item 4: Advisory Business	4
A. Description of the Advisory Firm	4
B. Types of Advisory Services	4
C. Client Tailored Services and Client Restrictions	5
D. Wrap Fee Programs	5
E. Assets Under Management	5
Item 5: Fees and Compensation	5
Investment Supervisory Services Fees	6
Financial Planning Fees	7
Other Account Fees	7
Outside Compensation for the sale of securities to Clients	8
Item 6: Performance Based Fees	8
Item 7: Types of Clients and Account Requirements	8
Minimum Account Size	8
Item 8: Methods of Analysis, Investment Strategies, and Risk of Investment Loss	8
A. Methods of Analysis and Investment Strategies	9
B. Risk Considerations	9
Item 9: Disciplinary Information	11
Item 10: Other Financial Industry Activities and Affiliations	11
Item 11: Code of Ethics, Participation in Transactions, Personal Trading	12
Item 12: Brokerage Practices	13
Item 13: Reviews of Accounts	13
Item 14: Client Referrals and other Compensation	14
Item 15: Custody	15
Item 16: Investment Discretion	14
Item 17: Voting Client Securities (Proxies)	14
Item 18: Financial Information	14

#### **Item 4: Advisory Business**

##### **A. Description of the Advisory Firm**

Jenkins Wealth® is an SEC Registered Investment adviser with its principal place of business in Colorado.

Our firm is owned by Jenkins Wealth, Inc., a Colorado Corporation. Our operational hours are Monday – Friday from 7:00 am – 4:00 pm MST. All meetings are conducted by appointment only.

##### **B. Types of Advisory Services**

Our Financial Planning and Portfolio Management service encompasses asset management, as well as providing financial planning/financial consulting to Clients. It is designed to assist Clients in meeting their financial goals using various financial investments.

Our firm provides continuous Portfolio Management to clients based on their individual needs. We work with each client to establish goals and objectives through discussions about that client's particular circumstances. During our data-gathering process, we determine the client's individual objective, time horizons, risk tolerance and liquidity needs. We then develop a client's investment portfolio and implement along with the client. Upon client approval, Jenkins Wealth® IARs will propose an investment portfolio using a third-party money manager, primarily Market Guard®. IARs may also recommend the use of Insurance products to clients, based on their individual needs and situation. Please see Item 10 for potential conflicts of interest. We encourage clients to promptly inform us of any changes in their financial situation or investment goals.

As an integrated part of our Portfolio Management services, we offer Financial Planning. We may offer the following financial planning services depending on the client's situation: cash flow analysis, budgeting, retirement needs, asset allocation consulting, tax efficiency and review, charitable giving, estate considerations, wealth transfer and other goals or special needs. We will also act in a consultative nature with other financial professionals such as client's CPAs or Estate Planning attorneys to fully understand a clients' financial circumstances. We do not offer legal or tax advice.

##### **Financial Planning Only**

Financial plans and financial planning include, but are not limited to, investment planning, life insurance, tax concerns, retirement planning, college planning, and debit/credit planning. These services are based on hourly fees and the final fee structure is documented in Exhibit II of the Financial Planning Agreement.

##### **Selection of Other Advisers or Money Managers**

Occasionally, Jenkins Wealth® directs Clients to a third-party money manager and/or other Advisers for a portion of their overall Household assets other than Market Guard®. For these purposes, Jenkins Wealth® has chosen to work with Asset Mark. We utilize the Asset Mark portfolios in order to add a level of diversification to our asset allocation. Due to the increased operational services offered by Asset Mark, these types of accounts can carry a higher overall management fee as discussed in Item 5.

Jenkins Wealth® will assist our clients in selecting the risk/return objective and Portfolio Strategies that best suit the client’s stated objectives. The client then specifically directs the account to be invested in accordance with the chosen investment solution. After the investment solution has been selected, the client further directs that the account be automatically adjusted to reflect any adjustment made in the asset allocation by the selected Portfolio Strategist. This client authorization results in the purchase and sale of certain mutual funds or ETFs, in client accounts, without further authorization by the client or any other party; occurring when the Portfolio Strategist changes the composition of the selected model asset allocation.

The client receives confirmation of all transactions in the account and is free to terminate participation in the Platform and retain or dispose of any assets in the account at any time. Jenkins Wealth® has no authority to purchase or sell securities in any client account, change the selected asset allocation model, or to direct the account to be invested in any other manner without prior client authorization.

**C. Client Tailored Services and Client Imposed Restrictions**

We usually do not allow clients to impose restrictions on our investing in certain securities due to the level of difficulty required to manage them successfully. However, in the rare instance that we would allow restrictions, it would be with special consideration of the Management Team at Jenkins Wealth®. If at any time these restrictions were too cumbersome to maintain, Jenkins Wealth® reserves the right to terminate the account and/or client relationship.

**D. Wrap Fee Programs**

Jenkins Wealth® does not participate in any wrap fee programs.

**E. Assets Under Management – March 2024**

Regulatory Assets Under Management	Discretionary	\$ 313,283,316.00
------------------------------------	---------------	-------------------

**Item 5: Fees and Compensation**

Household Amount Under Management	ETF Model Platform Fee	Financial Advisor Fee
First \$0.00 - \$499,999	0.70%	
Next: \$500,000 - \$999,999	0.65%	Up to 1%
Next: \$1,000,000 - \$1,499,999	0.60%	of total AUM
Next: \$1,500,000 - \$1,999,999	0.55%	
Next: \$2,000,000	0.50%	
	<b>Private Wealth</b>	
Flat Fee	1.50%	Up to 1%

The fees applicable to each account include:

- Financial Advisor Fee and
- Platform Fee

The Financial Advisor Fee and the Platform Fee, when combined, are referred to as the “Advisory Fee”. The client is charged the Advisory Fee on each separately managed account however applicable fees are assessed on a household level. The Client should consider all applicable fees. Fees may be negotiable.

#### Financial Advisor Fee

The Financial Advisor Fee compensates the advisor for the consultation and other support services provided. These services include, among other services, obtaining information regarding the client’s financial situation and investment objectives, conducting an analysis to make a determination of the suitability of the services to be provided by Jenkins Wealth® for the client, providing the client with Jenkins Wealth® disclosure documents, assisting the client with account paperwork as well as being available for ongoing consultations with the client regarding their investment objectives.

The Financial Advisor and Client select an annual rate for the Financial Advisor Fee by choosing a negotiated flat or tiered rate up to 1.0%.

#### Platform Fee

The Platform Fee is charged at the rates listed in the fee table.

The Platform Fee provides compensation to Jenkins Wealth® for maintaining the Platform and providing advisory and administrative services to the account.

The administrative services performed by Jenkins Wealth® include, but are not limited to, the following: arranging for custodial services to be provided by various custodians pursuant to a separate agreement between the Client and each Custodian, coordinating with Custodians regarding delivery of account services, preparation of quarterly performance reports (to complement Account Statements provided by Custodians), and maintenance as well as access to an electronic or web-based inquiry system that provides detailed information on each Client Account.

The annual rate of the Platform Fee is based on the amount and type of assets under Jenkins Wealth® management or administration. The fee schedule is tiered so that the first dollar under management receives the highest fee while only those assets over the breakpoints receive the reduced fees. Household or related person account values will be taken into consideration when assessing fees. Fees assessed to accounts in the Private Wealth Division will not be eligible for account value breakpoints offered inside the model portfolio fee structure. As assets billed under Private Wealth carry a higher fee a conflict of interest is present. Jenkins Wealth will uphold its fiduciary responsibility when recommending solutions or models to our clients.

#### Advisory Fee

Advisory fees shall be payable quarterly, in advance, for the upcoming calendar quarter at the annual rates provided above, based upon the corresponding Asset Under Management level. The client’s first invoice

once establishing the advisory relationship will be pro-rated for the number of days the assets were on deposit under the advisory control of Jenkins Wealth® for the previous quarter, as well as in advance for the upcoming quarter. At the beginning of each billing cycle, Jenkins Wealth® will determine the appropriate Account Fee based on Total Assets Under Management, which uses the account's value at the end of the prior quarter. Account Fees will be automatically adjusted, if necessary, according to the above fee schedule based upon deposits, withdrawals, market appreciation, market depreciation, etc.

For any assets deposited or withdrawn during the current quarter, fees will be assessed at a prorated amount through the end of that current quarter. Advisory fees are withdrawn directly from the Client's account with written authorization.

In the event that you wish to terminate advisory services with Jenkins Wealth®, we will refund the unearned portion of our advisory fee.

Jenkins Wealth® has constructive custody over this account for fee billing purposes and has written authorization from the Client to deduct these fees directly from the Client's account. Jenkins Wealth® utilizes a custodian who sends at least a quarterly statement showing all debits to the Client.

#### Other Account Fees

In addition to the advisory fees, Clients also pay other fees or expenses to third parties or account custodians. Clients will also incur transaction charges for trades executed in their accounts. Although typically all equity and ETF trades hold no custodial transaction fee, there are execution fees incurred for certain other liquidations or trades, such as option transactions or mutual fund liquidations. These transaction fees are separate from our fees and will be disclosed by the custodian that trades are executed through.

#### Asset Mark Referral Model

Fees charged to accounts held through Asset Mark will include the following:

- Financial Advisor Fee
  - Platform Fee, which may include any Strategist or Manager Fee, as applicable, and most custody fees.
- Refer to the additional ADV for Asset Mark for full details.

The Financial Advisor Fee and the Platform Fee when combined are referred to as the "Advisory Fee." These fees are not to exceed a total of 1.95%

Other fees for special services may also be charged. The Client should consider all applicable fees. Client fees are payable quarterly, in advance, based on assets under management. Clients may terminate Asset Mark accounts at any time and receive a full pro-rata refund of any unearned fees.

#### **Financial Planning Fees**

Depending upon the complexity of the situation and the needs of the Client, the hourly fee for financial planning services may be billed at up to \$250.00 per hour. The fees are negotiable with your individual Investment Advisor Representative (IAR), and the final fee schedule will be attached as Exhibit II of the

Financial Planning Agreement. If services are terminated prior to completion, the Client will be charged on a per hour basis for time put in. These prorated fees are due on the date of termination.

### **Outside Compensation for the sale of securities to Clients**

Neither Jenkins Wealth®, nor its supervised persons, accept any compensation for the sale of securities, including asset-based sales charges or services fees from the sale of mutual funds. However, Jenkins Wealth's supervised persons may also be licensed insurance agents. If deemed appropriate, they may offer the Client advice or investment vehicles from these products. Clients should be aware that these services pay a commission.

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

We do not charge performance-based fees. Clients are only charged fees disclosed in Item 5 above.

### **Item 7: Types of Clients and Account Requirements**

Jenkins Wealth® generally provides investment advice and/or management supervisory services to the following types of Clients:

- ❖ Individuals
- ❖ High Net Worth Individuals
- ❖ Trusts, Estates, or other Organizations

### ***Minimum Account Size***

We do not require a minimum household balance. However, if either a household or a Separately Managed Account (SMA) value does not allow for proper allocation, Jenkins Wealth® reserves the right to decline the relationship or management of that household or account. Some individual models inside the Private Wealth Division do have minimums for individual model portfolios due to the breath of securities selected for that model. Jenkins Wealth® also reserves the right to decline a relationship if we feel that it would not be a proper fit for either Client or for us.

At any time, a Client may terminate an Account, withdraw all or part of an Account, or update the investment profile, which may initiate an adjustment in the Account's holdings. In that case, unless otherwise directed by the Client, Jenkins Wealth® will buy or sell the necessary securities in the Client Account at market prices at or around the time of the termination, withdrawal, or update.

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

IARs with Jenkins Wealth will create an individualized strategy that may utilize equity, fixed income, structured notes, or options positions as discussed with the client when appropriate. IARs will frequently utilize Market Guard® Model portfolios for a significant portion of the client's strategy.

**Structured Notes:** Jenkins Wealth® may utilized Structured Notes inside client's portfolios if appropriate. We may access these notes from several sources, including, but not limited to, a Selling Agreement through Impact Wealth (IPW). IPW does not hold discretion on any clients account, but simply helps navigate the relationship and construction from issuing banks.

Structured Notes are hybrid securities that combines multiple payoffs from multiple securities, typically a bond and a derivative (option). The bond component typically makes up 80% of the investment and provides principal protection to investors. The derivative (option) component makes up the remaining percentage and provides upside to potential investors.

#### A. Risk Considerations

A purchaser should evaluate and understand all the risks and costs of an investment in Structured Notes prior to making any investment decision. A purchase of a Structured Note entails other risks not associated with an investment in conventional bank deposits. A purchaser may not have a right to withdraw his/her investment prior to maturity or could incur substantial penalties for an early withdrawal, if permitted. A purchaser should be prepared to hold the Structured Note until maturity. A purchaser should read the disclosure documents for a Structured Note before investing.

An investment in a Structured Note is not FDIC insured and subject to credit risk. The actual or perceived creditworthiness of the note issuer may affect the market value of the Structured Note. Structured Notes will not be listed on any securities exchange. Even if there is a secondary market, it may not provide enough liquidity to allow purchasers to trade or sell the Structured Note. As a holder of Structured Notes, purchasers will not have voting rights or rights to receive cash dividends or other distributions or other rights in the underlying assets or components of the underlying assets. Certain built-in costs are likely to adversely affect the value of Structured Notes prior to maturity. The price, if any, at which the notes can be purchased in secondary market transactions, if at all, will likely be lower than the original issue price and any sale prior to the maturity date could result in a substantial loss. Structured Notes are not designed to be short-term trading instruments. Purchasers should be willing to hold any notes to maturity. The tax consequences of Structured Notes may be uncertain. Purchasers should consult their tax professional regarding the US Federal income tax consequences of an investment in Structured Notes. If a Structured Note is callable at the option of the issuer, and the Structured Note is called, the holder will receive only the applicable redemption amount and will not receive any coupon payments that would have been payable for the remainder of the term of the Structured Note. Structured Notes are not FDIC insured, May Lose Principal Value and are Not Bank Guaranteed.

**Options Trading:** Jenkins Wealth® may utilize several different options strategies, focusing on capturing the growth in the market, with a goal of protection on the downside.

- Long Equity/Protective Put: Purchase an equity position while simultaneously purchasing a protective put
- Covered Call: Writing (selling) a call option on an equity position either purchased or already owned
- Long Call: Buying calls on an equity position, typically with the underlying security being a broad-based ETF.
- Long Call/Short Puts: We may simultaneously buy calls and sell puts (CSEP). Selling these puts should reduce the overall cost of buying the call option.
- CSEP: Cash Secured Equity Put. These puts are secured with the client's money market or other cash equivalent.
- Collar: Utilizing long equity positions, we create a collar by buying an out-of-the-money put option while simultaneously writing and out-of-the-money call. The put protects the position in case the price

of the stock drops. Writing the call products income that typically offsets the cost of buying the put. This allows the long position to profit on the stock up to the strike price of the call, but not higher.

Any or all these strategies will be used either alone or in conjunction with each other inside each individual client's separately managed accounts, based on investment suitability and appropriateness.

#### A. Risk Considerations

An option is a contract which gives the buyer (the owner or holder of the option) the right, but not the obligation, to buy or sell an underlying asset or instrument at a specified strike price prior to or on a specified date, depending on the form of the option. The seller (the writer of the option) has the corresponding obligation to fulfill the transaction – to sell or buy – if the buyer (owner) "exercises" the option. An option that conveys to the owner the right to buy at a specific price is referred to as a call; an option that conveys the right of the owner to sell at a specific price is referred to as a put.

The following factors, among others, can affect account performance with respect to investing and trading in options: market, sector, stock-specific volatility, length of time invested, diversification, management and other account fees and charges, taxes, liquidity in options and equity markets, inflation and deflation, as well as various other economic and political factors. Early assignment of option contracts can also occur, and this may detract from dividends paid by the companies whose stocks are held in the account. The more money disbursed from the account over time, the less will be available for possible reinvestment and growth, which may affect performance, especially in a declining market. Clients with secured puts written in their accounts give up upside potential of the stock above the option price for the option period and bear the risk that the value of the stock declines below the break-even point (strike price minus the premium received). This is important as the loss could be substantial if the stock's price decline is significant. Such clients also bear the risk of a decline in the value of the underlying cash collateral, such as if the cash is invested in a short-term debt instrument such as a treasury bill or note. For this assumption of risk, clients holding secured puts earn cash premiums from selling the secured put and potential interest from a treasury bill or money market fund during the option period. Because the client does not yet own the stock, he/she is not entitled to any dividends paid on the stock during the option period. There are other risks attached to covered calls and secured puts that are more fully explained in the OCC Risk Booklet "Characteristics and Risks of Standardized Options", which can be obtained from any exchange on which options are traded, by calling 1-888-OPTIONS, or by contacting [heather@jenkinswealth.com](mailto:heather@jenkinswealth.com). Such risks include, but are not limited to, tax implications of covered writing, option market liquidity, and market volatility. Clients should be sure to read the OCC Risk Booklet, its Supplement, and any management agreements they receive to understand the possible costs and risks, as well as potential opportunities for an investment in this approach. Clients should also ask their advisor any questions they have regarding these investment strategies before approving/requesting these types of investment vehicles.

When utilizing the Market Guard® models, the suite of solutions includes:

**MG ETF Models:** Managed to a specific equity and fixed income allocation. The models invest in globally diversified multiple asset classes. These models are then managed to either a tactical (Dynamic and Target methodologies) or more passive strategy (Static methodologies).

Clients must also be aware the portfolio rebalancing may lead to higher levels of trading in the tactically managed models. In addition, the ETF typically includes imbedded expenses that could reduce the funds

performance and the client's performance. ETF expenses change from time to time at the sole discretion of the ETF issuer. Clients have access to current ETF information through their Schwab portal.

**MG Opportunity and MG Opportunity Dividend Models:** Individual Stock Models utilizing the following indicators to create a scoring system: Momentum, Valuation, Quality and Credit are utilized for the MG Opportunity Model. Income is then utilized to further filter out dividend stocks for the MG Opportunity Dividend Model.

Investing in individual stock portfolios could carry a higher level of volatility.

**MG Emerging Technology:** A Model that is comprised of US publicly traded equities that generate a significant proportion of their revenues to including, but not limited to, the following themes: Cyber Security, Blockchain (excludes actual currency), AI, EV and Batteries, Quantum Computing, Renewables, Robotics, Rare Earth and NextGen Materials, Gaming and Bio-Revolution.

**MG Blockchain:** A Model that will allow clients to participate in the blockchain space, however, does not utilize the purchase of any actual currency. Instead, uses publicly traded companies that focus on blockchain holdings, mining, banking and consumer usage.

It is important to note narrowly focused investments typically exhibit higher volatility. Jenkins Wealth will take that into consideration when recommending either the Emerging Technology or Blockchain Model portfolios.

### **Advisory Risk**

There is no guarantee that Jenkins Wealth's judgement or investment decisions about securities or asset classes will necessarily produce the intended results.

### **Item 9: Disciplinary Information**

Jenkins Wealth® has no legal or disciplinary events.

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

Jenkins Wealth® has an affiliated relationship with Impact Partnership Wealth (IPW) in that Bradley Jenkins has common ownership in both advisory firms. In addition, Bradley Jenkins is the owner of Market Guard®. Neither IPW nor Market Guard® has any discretionary trading authorization for accounts at Jenkins Wealth®.

Jenkins Wealth will also provide access to certain Structured Notes to Accelerated Wealth through a selling agreement. Jenkins Wealth will trade and collect management fees as directed by Accelerated Wealth. Jenkins Wealth and Accelerated Wealth are not affiliated. Please refer to your individual advisory agreement for additional information.

### **Conflicts of Interest**

Jenkins Wealth's Investment Advisor Representatives (IAR) may be licensed insurance agents. When warranted, they will offer Client's advice or products from those activities. Clients should be aware that these services pay a commission and involve a conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. IARs are required to always act in the best interest of the Client, including the sale of commissionable products to advisory Clients. Clients are in no way required to implement an insurance strategy, even if it is recommended by a IAR of Jenkins Wealth® in their capacity as an insurance agent.

The relationship with IPW creates a conflict of interest to the extent that a Jenkins Wealth® control person receives compensation as an equity share based on non-controlling ownership in IPW. As required, any affiliated investment advisers are specifically disclosed in Section 7.A on Schedule D of Form ADV, Part 1.

#### **Item 11: Code of Ethics, Participation in Transactions, Personal Trading**

Our firm has established a Code of Ethics which applies to all of our supervised persons. An investment adviser is considered a fiduciary. As a fiduciary, it is our investment adviser's responsibility to provide fair and full disclosure of all material facts and to act solely in the best interest of each of our Clients at all times.

We recognize that the personal investment transactions of members and employees of our firm demand the application of a strong Code of Ethics and require that all such transactions be carried out in a way that is in the client's best interest. At the same time, we believe that, if investment goals are similar for our Clients and for members and employees of our firm, then it is logical that there may be common ownership of some securities.

Our fiduciary duty is the core underlying principle of our Code of Ethics, which consequently also includes Insider Trading and Personal Securities Transactions Policies and Procedures. We require all of our supervised persons to conduct business with the highest level of ethical standards and to comply with all federal and state securities laws at all times. Upon employment or affiliation and at least annually thereafter, all supervised persons will sign an acknowledgement that they have read, understand, and agree to comply with our Code of Ethics.

This disclosure is provided to give all Clients a summary of our Code of Ethics. However, if a Client or potential Client wishes to review our Code of Ethics in its entirety, a copy will be provided promptly upon request.

#### **Investing Personal Money in the Same Securities as Clients**

Representatives of Jenkins Wealth® may buy or sell securities for themselves that they may also recommend to Clients. Jenkins Wealth® will always document any transactions that could be construed as conflicts of interest. A periodic review of Personal Securities Transactions will be conducted to ensure that no conflict has occurred.

#### **Item 12: Brokerage Practices**

#### A. Factors Used to Select Custodians

Jenkins Wealth® has chosen to use Charles Schwab (Schwab) as our primary custodian for accounts.

As part of the arrangement described in Item 12-A, Schwab also makes certain research and brokerage services available to our firm at no additional cost. We utilize their institutional platforms, and have access to certain reporting, research and trading platforms that are not available to the general public. These research tools are used by our firm to manage accounts for which we have investment discretion. In addition, we also receive from Schwab without cost, and/or at a discount, compliance and or practice management-related publications, discounted and/or gratis consulting services, discounted and/or gratis attendance at conferences, meetings and other educational event as well as marketing support. Without this arrangement, our firm might be compelled to purchase the same or similar services at our own expense.

Effective in the fourth quarter of 2019, Schwab is charging Zero commission rates for online trading of most securities. However, some securities, such as mutual fund liquidations or options transaction, incur a charge; as would a trade that is processed over the phone as opposed to online. Commission rates are subject to change at the discretion of Schwab.

#### B. Aggregating (Block) Trading for Multiple Client Accounts

Jenkins Wealth® maintains the ability to block trade transactions for Clients participating in the model portfolio trading strategy across accounts. Jenkins Wealth® may, but is not obligated to, combine multiple orders for shares of the same securities purchased for the advisory accounts Jenkins Wealth® manages (this practice is commonly referred to as “block trading”). Jenkins Wealth® will then distribute a portion of the shares to participating accounts in a fair and equitable manner. The distribution of the shares purchased or sold is typically proportionate to the size of the account, but it is not based on account performance or the amount or structure of management fees. Accounts owned by Jenkins Wealth® or persons associated with Jenkins Wealth® may participate in block trading with Client accounts; however, they will not be given preferential treatment. Block trades are intended to benefit client accounts through better price and/or more timely execution of trades when possible.

#### **Item 13: Reviews of Accounts**

Accounts are reviewed in the context of each Client’s stated investment objectives and guidelines on an as-needed basis, at least annually by the individual IAR. Certain triggers, such as major market or economic events, Client specific life incidents, or direct a request from the Client may also be cause for a review.

Jenkins Wealth® provides all Clients with continuous access to their accounts via two separate Client login portals. All Clients have access directly to Charles Schwab where they are able to obtain information such as Client statements, activity and current positions. In addition, Jenkins Wealth® maintains a Client portal where Clients can access quarterly performance reports, current holdings, current equity vs. fixed income weights on both a household and account level.

#### **Item 14: Client Referrals and other Compensation**

Jenkins Wealth® does not receive any economic benefit, directly or indirectly from any third party for advice rendered to Jenkins Wealth® Clients. Also, Jenkins Wealth® does not directly or indirectly compensate any person who is not advisory personnel for Client referrals, nor do we maintain any solicitor arrangements.

**Item 15: Custody**

Jenkins Wealth® is considered to have Custody of Client accounts only to the extent of our ability to directly debit the account for payment of management fees stated in Item 5. To approve this deduction, the Client must sign and approve the appropriate section in the Investment Advisory Contract as well as approve the account opening document with the custodian for fee billing authorization.

The Client will receive at least quarterly statements from the custodian. As the custodian does not verify the accuracy of the fee being billed, it is important for the Client to carefully review the information provided on the statements.

**Item 16: Investment Discretion**

Jenkins Wealth® will obtain written Client authorization to research, purchase, and sell various securities and investments on behalf of the Client. This is known as discretionary trading authorization. Jenkins Wealth® is authorized to execute purchases and sales of securities on the Client's behalf without consulting the Client regarding each purchase or sale. Clients cannot limit our discretionary authority; they can only revoke discretion upon written notification to Jenkins Wealth®. Jenkins Wealth® also reserves the ability to terminate the discretionary relationship upon written notification to the Client.

**Item 17: Voting Client Securities (Proxy Voting)**

Jenkins Wealth® will not ask for, nor accept voting authority for Client securities. Clients will receive proxies directly from the issuer of a security or from their custodian.

**Item 18: Financial Information**

This item is not applicable because Jenkins Wealth® does not require or solicit the prepayment of any advisory fees. Also, Jenkins Wealth® does not have any adverse financial conditions that are reasonably likely to impair our ability to continuously meet our contractual commitments to our clients.